



City of Ketchum

April 5, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to authorization the Mayor sign Cooperative Agreement #20612.

Recommendation and Summary

Staff is requesting the Council authorize the Mayor to sign Cooperative Agreement #20612 with the Idaho Transportation Department (ITD).

"I move to authorize the Mayor to sign Cooperative Agreement #20612 with the Idaho Transportation Department ."

The reasons for the recommendation are as follows:

- KURA has approved funding for the installation of a HAWK at 4th and Main Street.
- Construction of the project is scheduled this Spring/Summer.
- The agreement is consistent with other agreements between ITD and the City for signal maintenance

Introduction and History

The Ketchum Urban Renewal Agency (KURA), in coordination with ITD, approved funding in 2020 for the installation of the High Intensity Activated Cross Walk (HAWK) system at the corner of 4th and Main streets.

HAWK signals are pedestrian-activated traffic devices that help make pedestrian crossings safer for people walking, biking or driving. The system works similar to other pedestrian signal crossings and can be motioned activated or activated by pressing the crossing button which then will activate lights signaling vehicles to stop and allowing pedestrians to cross safely.

The HAWK signal will synchronize with the signal at Sun Valley Road and Main Street, where ITD will be converting the stop light to a "pedestrian scramble."

The scramble phase stops all vehicular traffic, thereby allowing pedestrians to cross an intersection in any direction, including diagonally, at the same time. Pedestrian scramble crossings enhance the safety and mobility of pedestrians, although wait times can be longer. This change to the stop light eliminates the right turn on red that is allowed at most intersections but enhances the safety of pedestrians in that no vehicles move through the intersection while pedestrians cross.

Analysis

This agreement outlines the project scope and establishes future maintenance responsibilities following construction. This agreement is consistent with the agreement between ITD and the City for the Sun Valley Road and Main Street signals.

Financial Impact

There is no financial impact resulting from approval of this agreement

Attachments:

Cooperative Agreement #20612

**COOPERATIVE AGREEMENT #20612
KETCHUM, HWY 75 & 4TH STREET SIGNAL
BLAINE COUNTY**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF KETCHUM**, hereafter called the City.

PURPOSE

The City has programmed a project for purpose to replace the Rectangular Rapid Flashing Beacon (RRFB) signal to a High-Intensity Activated crossWalk (HAWK) signal on Highway 75 at 4th Street. This project will include signal coordination with surrounding traffic signals. This Agreement will set out the terms and conditions for the work, equipment, and funding.

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

SECTION I. That the State will:

1. Design the replacement of the RRFB signal to a HAWK signal to include signal coordination with nearby signals to ITD specifications.
2. Provide the City signal poles, mast arms, extensions and luminary mast arms.
3. Upon execution of this agreement, pay the City the amount of \$3,500, estimated to be the cost for equipment used in other cabinets besides the master cabinet or HAWK for the project.
4. Review and approve City provided construction plans.
5. Designate the personnel, as the State deems necessary, to program and connect the new signal coordination equipment.

6. Designate personnel, as the State deems necessary, to inspect the installation of the signal for the project in accordance with the plans and specifications.
7. Accept all necessary maintenance responsibility for the newly installed HAWK signal and signal coordination equipment, to include controllers. For Master cabinet maintenance, refer to the existing maintenance agreement.

SECTION II. That City will:

1. Program construction of the project and execute all necessary agreements and permits.
2. Paint newly installed equipment in accordance with City's Planning Guidelines.
3. Provide any additional equipment not provided by the State.
4. Provide the construction, estimated City's portion is \$183,617, to replace the (RRFB) signal to the (HAWK) signal on Highway 75 at 4th Street.
5. Provide State with the construction plans to review.
6. Notify the State of any planned changes or modification to the approved plans.
7. Designate personnel, as the City deems necessary, to supervise and inspect the installation of the signal for the project in accordance with the plans and specifications.
8. Provide continuous power to cabinet or agreed to nearby junction box.
9. Allow ITD to inspect the replacement signal upon completion and agree to correct/fix any issues related to construction that do not meet ITD standards.
10. Maintain complete account of all project funds received

and disbursed, which will be used to determine the final project costs.

11. Funds owed by the City shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>

SECTION III. It is agreed that:

1. The State and City will pay their portion of the project costs upon execution of this agreement. Final accounting and remuneration will be accomplished at project completion.
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 judgement, the Federal Government or 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 by 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 City and the State.

EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of Ketchum.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF KETCHUM

City Clerk

Mayor

(Seal)

By regular meeting
on _____

cf: Coop Ketchum Signal

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF KETCHUM**, hereafter called the **CITY**, to replace the Rectangular Rapid Flashing Beacon (RRFB) signal to a High-Intensity Activated crossWalk (HAWK) signal on 4th Street; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for replacing the Ketchum signal is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Ketchum, held on

_____, _____ .

(Seal)

City Clerk