



City of Ketchum

February 22, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to authorization the mayor sign Cooperative Agreement #22759.

Recommendation and Summary

Staff is requesting the Council authorize the mayor to sign Cooperative Agreement #22759 with the Idaho Transportation Department (ITD).

"I move to authorize the mayor to sign Cooperative Agreement #22759 with the Idaho Transportation Department."

The reasons for the recommendation are as follows:

- Construction of HAWK at 4th and Main Street has been completed
- ITD maintains all traffic systems on the state highway system
- 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. The installation of the HAWK and Pedestrian Scramble has been completed.

Analysis

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

Sustainability

None

Financial Impact

There is no financial impact resulting from approval of this agreement.

Attachment:

Cooperative Agreement #22759

**COOPERATIVE AGREEMENT
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. Provide the City signal poles, mast arms, extensions, luminary mast arms and TS-1 signal cabinet.
2. Upon execution of this agreement, pay the City the amount of \$3,500, estimated to be the cost for radio equipment used in other cabinets besides the master cabinet or HAWK for the project.
3. Review and approve City provided construction plans.
4. Designate the personnel, as the State deems necessary, to program and connect the new signal coordination equipment.
5. 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. Design the replacement of the RRFB signal to a HAWK signal to include signal coordination with nearby signals to ITD specifications.
2. Program construction of the project and execute all necessary agreements and permits.
3. Paint newly installed equipment in accordance with City's Planning Guidelines.
4. Paint or install thermoplastic pavement markings according to plans approved by the Traffic Engineer. Any changes must be approved by the Traffic Engineer prior to installation.
5. Provide a TS-2 M Signal Cabinet to the State by Sept 1, 2021. Notifying the State of any manufacturing delays.
6. Provide any additional equipment not provided by the State to replace the (RRFB) signal to the (HAWK) signal on Highway 75 at 4th Street.
7. Provide any additional construction funds to replace the (RRFB) signal to the (HAWK) signal on Highway 75 at 4th Street.
8. Provide State with the construction plans to review.
9. Notify the State of any planned changes or modification to the approved plans.
10. 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.
11. Provide continuous power to cabinet or agreed to nearby junction box.

12. Allow ITD to inspect signals upon completion. Correct/fix any issues related to construction that do not meet ITD standards prior to ITD acceptance.

SECTION III. It is agreed that:

1. 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 be otherwise effective as provided in this Agreement.
2. 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