

INTERLOCAL COOPERATION AGREEMENT
FOR
TRAFFIC SIGNAL MAINTENANCE

This AGREEMENT is made and entered this _____ day of _____, 2016, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called "County," and SANDY CITY, a municipal corporation under the laws of the State of Utah, hereinafter called "City." The County and City may be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the City desires to contract with the County for maintenance by County of designated City traffic signals; and

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, and are authorized by said Act to enter into agreements with each other to provide for joint or cooperative action; to provide services that they are each authorized by statute to provide; and to exchange services that are each authorized by state to provide; and

WHEREAS, the Parties intend by this agreement to provide and to exchange services that they are authorized by statute to perform, i.e., § 10-8-11 U.C.A. 1953 as amended, and § 17-50-309, U.C.A., 1953 as amended; concerning construction, maintenance and control of streets and roads.

AGREEMENT:

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

1. **TRAFFIC SIGNAL MAINTENANCE.** The County, through its Public Works Operations Division, shall be responsible for the yearly inspection and maintenance of City traffic signals described in Exhibit "A" and will provide the necessary labor, equipment and materials, for said maintenance. Maintenance shall include preventative maintenance described in paragraph 2 and emergency repair and additional maintenance described in paragraph 4. Said maintenance shall be performed to County standards for similar signals on County public roads. A record of maintenance activities shall be kept on file by the County throughout the term of this Agreement. At the conclusion of said term, County shall provide a copy of said record to City.

2. **PREVENTATIVE MAINTENANCE.** Preventative maintenance of the traffic signals by the County shall include the following work to be performed once a year:

- a. **Cabinet (per unit):** Replace filter, check ground rod clamp and wire, check circuit breaker, check ground fault receptacle, measure voltages at service inputs in cabinet, check current being drawn, lubricate hinges and lock, check waterproof seal, check anchor bolts, remove dust accumulation, check wiring schematic and records, verify correct signal timing and phasing, check operation of cooling fan, check wiring connections, check operation of all indicator lamps, check for secure fitting modules, check load switches, remove any graffiti, and remove and replace any defective conflict monitor with one that has been tested for proper operation.
- b. **Signal Heads (vehicle and pedestrian per unit):** Clean and check lenses and reflectors, replace lamps, check alignment, check for damaged or rusty mechanical hardware (clevis pins, clamps, etc.), check mast arms at connections, check hoods, and check back plates.
- c. **Mast Arms and Poles (per unit):** Inspect for rust and remove and seal as required, inspect joints for both rust and cracks at arm/upright location and base plate, inspect anchor bolts for rust and tightness, inspect horizontal and vertical angle of the arm, and check handhole covers, end caps and top caps.
- d. **Push buttons (per unit):** Check and actuate push buttons on each end of actuated crosswalks and visually verify pedestrian signal operation, check push button signs, check push button alignment, measure crosswalk timing and adjust as necessary to meet current MUTCD standards.
- e. **Detection (per approach):**

Generally: Verify call inputs from sensor to controller, verify optimum detector sensitivity level, verify that overlap of detection in adjacent lane is not occurring, check loop location relative to stopbar, and check for tight and secure connectors.

Video detection: Run video diagnostic, upload latest software, clean camera lenses, and inspect hardware for tightness.
- f. **Junction Boxes (per unit):** Check integrity of the splices, check ground road and clamp connections, check for water infiltration, check lid for abnormal condition or fit.

- g. **Traffic Signal Coordination:** Services include the development, update, and implementation of traffic signal coordination timing plans, coordination with UDOT on timing plans, blue staking of fiber and fiber maintenance, and annual time runs during peak hours to check coordination.
- h. **Blue Stakes:** The parties stipulate and agree that County is a member of Blue Stakes of Utah for traffic signals. County will accept Blue Stakes requests and clear or mark all underground lines related to the traffic signal, except for ATMS fiber optics, which will be left for marking by UDOT. Payment for Blue Staking shall be an hourly rate to be established at County's cost of providing said services. City shall also pay an annual flat fee to County to cover the cost of Blue Stakes Membership and the processing of requests for marking.
- i. **Other Components:** To include emergency vehicle detection, tattletale lights. Clean lenses and change bulbs, check alignment, check operation and programming, and download data.
- j. **Materials Included:** County to assess problems with traffic signals and notify City of any maintenance required beyond the preventative maintenance performed under this agreement. Materials included in preventative maintenance are agreed upon as: light globes and filters, and cleaning supplies. County shall bill other materials separately.

3. **PAYMENT FOR PREVENTATIVE MAINTENANCE.** For the period of January 1, 2017 through December 31, 2017, the yearly fee for preventative maintenance shall be \$1,200.00 per signal that is either (1) in operation or (2) under construction on November 1 of each year. On or before November 1 of each year beginning in November 2017, the County shall notify the City in writing of any increase in the yearly maintenance fee for the following yearly period beginning January 1, which increase shall not exceed ten percent (10%) above the current year's fee. If the proposed increase in fee is not acceptable to the City, the City shall notify the County in writing by November 20 and the Parties shall negotiate an acceptable fee for the following year or terminate the contract pursuant to paragraph 10.

The City shall make equal payments on a quarterly basis as follows. Each payment shall be twenty-five percent (25%) of the yearly maintenance fee. The payment due for quarter ending March 31 of a given year shall be due and payable April 20 of the same year; the payment due for the quarter ending June 30 of a given year shall be due and payable July 20 of the same year; the payment due for the quarter ending September 30 of a given year shall be due and payable October 30 of the year; and the payment due for the quarter ending December 31 of a given year shall be due and payable January 20 of the following year.

4. **EMERGENCY REPAIR AND ADDITIONAL MAINTENANCE.**

Emergency repair and additional maintenance of the traffic signals by the County shall include the following work:

- a. The County shall provide 24-hour emergency repair call out services. Crews shall respond to emergency signal problems on a 24-hour basis. They shall assess the problems, i.e. power outage, lightning strike, accident, component failure, etc., and repair or replace the needed components to restore the signal to its original operating condition.
- b. The County shall provide inspection services for signal projects constructed by others. The City will provide a minimum 48 hour notice in writing for required inspections by the County.
- c. Signal phasing, timing, and coordination plans shall be recommended by the County, but the City shall have the ultimate responsibility to approve the plans. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representatives prior to the County implementing the change. Any signal upgrades shall be approved in writing by the City Engineer or other authorized engineering representative prior to the County implementing the upgrade.
- d. The County shall replace malfunctioning, defective or damaged electronic equipment, cabinet components, conflict monitors, loops, signal heads, mast arms, signal poles, pedestrian heads and buttons, junction boxes and handholes as additional maintenance.
- e. The County shall provide and install or replace at the City's direction metro signs and other applicable signs as part of Traffic Signal configurations. Materials shall include all additional attachments hardware necessary to securely attach signage to structures.

5. **PAYMENT FOR EMERGENCY REPAIRS AND ADDITIONAL MAINTENANCE.** The City shall reimburse the County for the total actual cost of the emergency repair and/or additional maintenance including labor, equipment, materials and indirect costs, if any. The County shall submit monthly invoices to the City for emergency repairs and additional maintenance costs which the City agrees to pay within thirty (30) days after the date the invoice is received. The cost of repairs due to damage from traffic accidents or contractor construction activates will be billed to the City. Case number or contractors' names will be provided, if available.

6. **REQUEST FOR MAINTENANCE WORK.** Written requests for signal maintenance work, changes or upgrades, shall be submitted to the County Public Works Operations Division Director by the City Engineer or other representative designated by the City. Requests for emergency repairs may be made to the County Public Works Operations Division. The County shall respond to any such requests in a timely manner.

7. **TRAFFIC SIGNALS TO BE MAINTAINED.** The traffic signals to be maintained by the County pursuant to the terms of this agreement are set forth in Exhibit "A."

8. **ADDITIONAL TRAFFIC SIGNALS.** Additional traffic signals may be added to Exhibit "A" of this contract by written request from the City to the County Public Works Operations Division Director, which request is subject to acceptance in writing by the County. Any new signals constructed or acquired by the City by, e.g., acceptable from UDOT or annexation, that have been accepted by the County as provided above will be added to Exhibit "A" automatically. Exhibit "A" will be updated by the County yearly to include all new signals, and be kept on file in the County's Public Works Operations offices.

9. **LIABILITY.** The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. 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.

10. **INDEMNIFICATION.** The City agrees to indemnify and hold the County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, and each City's officers, agents, and employees.

The County agrees to indemnify and hold the City, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of the County, and each County's officers, agents, and employees.

11. **TERMINATION.** The terms of this agreement shall commence upon January 1, 2017 and shall continue until such time as either party may terminate this agreement by giving the other party written notice of termination at least thirty (30) days in advance of the desired termination date. Unless terminated pursuant to the provisions of this paragraph, this agreement shall terminate on December 31, 2020. This agreement may be renewed for up to two (2) two-year term extensions by a writing signed by both Parties.

12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation
Division Director
604 West 6960 South
Midvale, Utah 84047

With a copy to: Salt Lake County District Attorney
2001 South State, S3-600
Salt Lake City, Utah 84114

If to the City: Sandy City Engineer
8775 South 700 West
Sandy, Utah 84070

13. **AGENCY.** No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

14. **FORCE MAJEURE.** No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other parties.

15. **NO OBLIGATIONS TO THIRD PARTIES.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

16. **GOVERNING LAW.** The laws of the State of Utah govern all matters arising out of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all

Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

18. **COUNTY ETHICAL STANDARDS.** The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

19. **INTERLOCAL COOPERATION ACT.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. **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.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

[Signature Page to Follow]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: _____
Kevyn Smeltzer,
Division Director

Date: _____

Approved as to Form:

By: _____
Angela D. Lane,
Deputy District Attorney

Date: _____

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

SANDY CITY

By _____
Mayor or designee

Date _____

ATTEST:

By _____
City Recorder

Date _____

Approved as to Form and Legality:

By _____
City Attorney

Date _____

EXHIBIT "A"

City's Designated Traffic Light Maintenance Inventory

SANDY CITY

EXHIBIT A

Work Order	Coordinate	Street Name	Coordinate	Street Name	GIS Address	Ownership
TEX07313	7340 South	Creek Rd	1300 East	Union Park Dr	7340 S Union Park Dr	Cot25/Mid50/San25
TEX07513	7500 South	I Hop	1300 East		7500 S 1300 E	San 50 / Mid 50
TEGX07613	7600 South	Movie House rd	1300 East		7600 S 1300 E	Sandy
TEX07813	7755 South	Forbush	1300 East		1300 E Forbush	Sandy
TEX07810	7800 South		1000 East		7800 S 1000 E	Mid 50/San 50
TEGX08013	8020 South	Parkridge Pt	1300 East		8020 S 1300 E	Sandy
TEX08120	8100 South	Creek Rd	2000 East	Highland Dr	8100 S Highland Dr	Cott 50/ San 50
TEGX08213	8160 South	<u>Fire Flasher</u>	1300 East			Sandy
TEGX08613	8600 South		1300 East		8600 S 1300 E	Sandy
TEGX08620	8600 South	Viscounti/Alta Can	2000 East	Highland	8600 S Highland	Sandy
TEGX08920	8890 South	Newcastle Dr	2000 East	Highland	8890 S Highland	Sandy
TEGX09013	9000 South	Waters Ln	1300 East		1300 E Waters Ln	Sandy
TEGX09120	9150 South	Falcon Way	2000 East	Highland	9150 S Highland	Sandy
TEGX09401	9400 South	<u>Ped Xing Signal</u>	70 East		9400 S 70 E	Sandy
TEGX09402	9400 South	<u>Ped Xing Signal</u>	150 East			Sandy
TEGX09403	9400 South		300 East		9400 S 300 E	Sandy
TEGX09620	9600 South		1980 East	Highland Dr	9600 S 1980 E	Sandy
TEGX09813	9780 South		1300 East	Ridgemark	9780 S 1300 E	Sandy
TEGX09819	9800 South	<u>4 Way Flasher</u>	1910 East	Highland Dr	9800 S Highland Dr	Sandy
TEGX09901	9900 South	Sego Lily Dr	150 East	Beetdigger Dr	150 E Sego Lily Dr	Sandy
TEGX09902	9850 South	Civic Center	240 West	Monroe St	9850 South Monroe Street	Sandy
TEGX10002	10000 South	Sego Lily Dr	240 West	Monroe St	240 W Sego Lily Dr	Sandy
TEXS10003	10000 South		300 West		10000 S 300 W	San 50 / SJC 50