CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: November 16, 2015

ITEM:

Resolution – Approval of 28E Agreement
West Suburban Regional Traffic Signal Operations Group
Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines and Windsor Heights

FINANCIAL IMPACT:

The City of West Des Moines is the lead agency for this collaboration to improve traffic quality in the western suburbs. The Cities will be conducting an evaluation of the participating agencies' overall traffic signal equipment and capabilities. The evaluation will include recommendations about future collaborative system upgrades. Each City will be responsible for paying their share of expenses based on 2010 census population. The West Des Moines' portion of this project is estimated to be approximately $38,000, funded from budgeted account no. 3514-75-820-6-7910.

SYNOPSIS:

Approval of this 28E Agreement between the Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines and Windsor Heights will allow for planning, design, integration, maintenance and proactive management of a traffic signal system in order to improve service quality in all the affected communities.

BACKGROUND:

The Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines and Windsor Heights are jointly undertaking this project to facilitate optimized traffic signal operations along key corridors to reduce traffic congestion, and improve safety and mobility.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving 28E Agreement between the Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines and Windsor Heights for regional traffic signal operations cooperation.

Lead Staff Member: Bret Hodne, Director of Public Works

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director RBH
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	**Public Works**		
Date Reviewed	**November 9, 2015**		
Recommendation	Yes	**No**	**Split**

RESOLUTION

WHEREAS, the Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines and Windsor Heights desire to collaborate to improve traffic service quality, and;

WHEREAS, the Cities of Clive, Johnston, Urbandale, Waukee, West Des Moines (lead agency) and Windsor Heights desire to establish an Agreement under the provisions of Chapter 28E, 2015 Code of Iowa, and;

WHEREAS, under Chapter 28E of the 2015 Code of Iowa, the Clive, Johnston, Urbandale, Waukee, West Des Moines (lead agency) and Windsor Heights, as public agencies, may enter into an Agreement, to provide services to the mutual advantage of all agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, POLK AND DALLAS COUNTY, IOWA, that the 28E Agreement, a copy of which is hereto attached, be duly approved and is authorized to be filed in the office of the Iowa Secretary of State and the Recorders of Dallas and Polk County, Iowa, and all things necessary to place said 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa, 2015, is herewith authorized.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this 28E West Suburban Regional Traffic Signal Operations Group Agreement, and the City Manager and City Clerk are directed to file the same with the State of Iowa as provided by Chapter 28E.

IN WITNESS WHEREOF, the parties here to have set their hands, for the purpose herein expressed.

PASSED AND APPROVED this **16th** day of **November, 2015**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

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28E AGREEMENT
WEST SUBURBAN REGIONAL TRAFFIC SIGNAL OPERATIONS GROUP

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the effective date herein provided, by and among the CITY OF CLIVE, IOWA ("Clive"), the CITY OF JOHNSTON, IOWA ("Johnston"), the CITY OF URBANDALE, IOWA ("Urbandale"), the CITY OF WAUKEE, IOWA ("Waukee"), the CITY OF WEST DES MOINES, IOWA ("West Des Moines"), and the CITY OF WINDSOR HEIGHTS, IOWA ("Windsor Heights") (singularly referred to as "City", or collectively known as "Cities"), all municipal corporations organized and existing under the laws of the State of Iowa pursuant to Chapter 28E of the Iowa Code, concerning regional traffic signal operations cooperation among the Cities.

WITNESSETH:

WHEREAS, Clive, Johnston, Urbandale, Waukee, West Des Moines, and Windsor Heights desire to enter into an agreement associated with the development of Regional Traffic Signal Operations; and

WHEREAS, Traffic Signal Management is the planning, design, integration, maintenance, and proactive management of a traffic signal system in order to achieve policy based objectives to improve the efficiency, consistency, safety, and reliability of the traffic signal system. This includes the design and maintenance of timing parameters for the traffic conditions as well as the maintenance of the equipment. Traffic signal systems include a wide variety of subsystems, such as traffic signal displays, traffic signal controllers, detection systems, data-collection and archiving, surveillance and monitoring, and telecommunications. By extending this across jurisdictional boundaries and cooperating amongst agencies, there can be effective collaboration to improve service quality by sharing experiences and planning to address future needs; and

WHEREAS, the Cities desire for this West Suburban Regional Traffic Signal Operations Group to facilitate optimized traffic signal operations along key corridors in a region that will result in reduced congestion, improved safety, and improved mobility; and

WHEREAS, the Cities agree to allow West Des Moines to be identified as the Lead Agency for the West Suburban Regional Traffic Signal Operations Group.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. <u>Nature and Purpose of this Agreement and of the West Suburban Regional Traffic Signal Operations Group.</u>

   a. The Cities agree to work collaboratively to develop, document, and attain goals and objectives to optimize traffic signal operations along key corridors within the region to reduce congestion, improve safety, and mobility.

   b. The Cities agree that this Agreement does not supersede joint traffic signal agreements that exist on jointly owned corridors.

c. The Cities agree to participate in a Regional Traffic Signal Equipment and Operations evaluation conducted by a qualified consultant hired by West Des Moines and cost shared by the participating Cities. 2010 census numbers of all the participating Cities will be totaled and divided by the individual 2010 city censuses to determine the percentage of the consultant expenses shared by each City. The consultant will be selected based on interviews conducted by agency representatives.

d. The Cities agree to work collaboratively to develop, document, and analyze traffic signal coordination timings along key corridors that will improve corridor traffic conditions and traffic flow.

e. The Cities agree to collect and share information about traffic signal timings, traffic congestion, incidents, road construction, and real-time video traffic monitoring among partner jurisdictions.

f. The Cities agree to provide a forum or group for discussing the region's traffic signal operations issues.

g. Any future financial commitments of the members, except those identified in paragraph 1(c) above, will be approved by each member agency and identified in an amended 28E agreement.

2. Management Committee. Each City shall identify one (1) person from that City to provide a leadership role in the regional efforts to identify more efficient ways to move people and goods. The West Suburban Regional Traffic Signal Operations Group has identified regional signal coordination as the functional area of focus for future activities. It also recognizes that investment in the traffic signal operations as well as integration of ITS devices is beneficial to the transportation system.

3. Operations Committee. Each City shall identify one (1) person from that City to discuss regional traffic signal operations opportunities and work collaboratively. General items to be discussed and to collaborate on include system compatibility of agency traffic equipment integration, traffic flow conditions, and future goals and implementation strategies. This committee shall also provide recommended equipment schedules and discuss needed training and certification for traffic signal operations.

4. Exercise of Powers. Each City shall continue to exercise its powers within its respective corporate jurisdiction as it may deem appropriate and shall retain sole responsibility for its jurisdictional authority.

5. Finances. Each City shall be responsible for its own costs of participation in this 28E under this Agreement, except as otherwise provided in paragraph 1(c), in such a manner as shall be determined by its respective City Council and as permitted by law.

6. Hold Harmless and Indemnification. Each City shall be solely liable for any claim for damages made that pertains to the participation by that City in this 28E as outlined above. Each City agrees to indemnify and to hold the other Cities, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which

the City, its successors and assigns, may incur or sustain by reason of the torts of the indemnifying City in connection with their participation in this 28E.

7. Administrator. For the purposes of this Agreement, the Director of Public Works for West Des Moines or designee shall serve as the Administrator. By entering into this Agreement, the Cities do not intend to create a separate legal entity. The Cities also do not intend to jointly acquire or hold real or personal property under this Agreement.

8. Method of Approval. Clive, Johnston, Urbandale, Waukee, West Des Moines, and Windsor Heights shall approve this Agreement by passage of its respective Resolution, which shall authorize the Mayor and City Clerk of that City to execute this Agreement.

9. Filing of Agreement. After execution by the parties, West Des Moines shall electronically file this Agreement with the Secretary of State of the State of Iowa in accordance with the provisions of Section 28E.8 of the Code of Iowa.

10. Effective Date. This Agreement shall become effective from and after the date on which this Agreement is electronically filed with the Secretary of State of the State of Iowa.

11. Termination. In the event that any City desires to terminate its interests in this Agreement, a written notice of termination shall be served upon the other Cities and that City's interests in this Agreement shall terminate sixty (60) calendar days from the date of issuance of such notice by the other Cities. This Agreement shall then continue with the remaining participating Cities. The Cities may collectively decide to terminate this Agreement in its entirety as mutually agreed upon by the Cities, which termination shall become effective on a certain date.

12. Notices. Any notice under this Agreement shall be in writing and shall be deemed to be effective when personally served or deposited in the United States mail postage prepaid, addressed to the City Clerk of each respective City to this Agreement.

13. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. The Cities each agree and consent to jurisdiction in Polk County, Iowa.

14. Entire Agreement. This Agreement contains the entire Agreement among the Cities and may not be changed except by an amendment in writing signed by each of the Cities to this Agreement.

15. Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

16. Further Assurances. Each City agrees to execute and deliver such additional instruments and documents and to take all such other action as the other Cities may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the City of WEST DES MOINES, Iowa, hereby approves of this Agreement and authorizes the Mayor and City Clerk of that City to execute this Agreement.

CITY OF WEST DES MOINES, IOWA

Passed and approved the
_____ day of _____, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk