

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE
U.S. ROUTE 30 ADAPTIVE SIGNALS PROJECT**

This Intergovernmental Cooperation Agreement (the “Agreement”) is made and entered into by and among:

Springettsbury Township, a Second Class Township, with its principal office located at 1501 Mount Zion Road, York, PA 17402 [“Springettsbury”];

Manchester Township, a Second Class Township, with its principal office located at 3200 Farmtrail Road, York, PA 17406 [“Manchester”];

West Manchester Township, a Second Class Township, with its principal office located at 380 East Berlin Road, York, PA 17408 [“West Manchester”]; and,

The City of York, a City of the Third Class, with its principal office at 101 South George Street, York, PA 17405 [the “City”].

WITNESSETH:

R-1. The Commonwealth of Pennsylvania through the Department of Transportation [“PennDOT”] is in the process of upgrading traffic signals along U.S. Route 30 [SR 0030][a/k/a Loucks Road and Arsenal Road] as part of the “U.S. Route 30 Adaptive Signal Project, SR 0030-110” [the “Project”], from Kenneth Road through North Hills Road along with Eden Road and Gate 1 within the municipalities of Manchester Township, Springettsbury Township, West Manchester Township, and the City of York [collectively, the “Municipalities”].

R-2. The Project includes the installation of adaptive signal control technology and enhancements to the existing communication system [the “ASCT”].

R-3. PennDOT has requested that the Municipalities enter into an Intergovernmental Cooperation Agreement to establish a collaborative maintenance, support and operational oversight program covering the ASCT for no less than a five-year period.

R-4. The Intergovernmental Cooperation Act, 53 Pa. C.S. Ch. 23, provides that two or more local governments may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and further that local governments so cooperating shall enter into joint agreements as may be deemed appropriate for those purposes.

R-5. It is the desire of the Municipalities to enter into this Agreement to set forth the respective obligations of each Municipality to maintain, support and perform operational oversight covering the ASCT.

NOW, THEREFORE, in consideration of these premises and the promises and covenants contained herein, and intending to be legally bound hereby, the Municipalities agree as follows:

1. Recitals. The recitals to this Agreement are incorporated herein by reference and shall, for all purposes, be a substantive part of this Agreement.
2. ASCT Funding. The Municipalities acknowledge that PennDOT has made application for certain State funds to enable PennDOT to construct and implement the ASCT, and to make operational refinements to the ASCT and associated signal timings during a contractually designated test period. PennDOT shall undertake the Project only if it receives State funding. Therefore, the obligations of the Municipalities contained in this Agreement are contingent upon PennDOT obtaining State funding, and proceeding with the construction and implementation of the ASCT. If PennDOT does not proceed to fund, construct and implement the ASCT, the Municipalities shall have no further obligations under this Agreement, and the Agreement shall terminate automatically.
3. Operational Support Period. PennDOT has represented to the Municipalities that for five (5) years after the accepted six-month system test, operational oversight and ASCT maintenance will be provided by PennDOT's contractor for the Project ["Support Period"]. The Municipalities acknowledge that all other maintenance of specific traffic

signals during the Support Period will be the responsibility of the permit holder for the specific traffic signal as defined on each signal installation's current "Application for Permit to Install and Operate Traffic Signals."

4. ASCT Oversight Requirements.

A. The Municipalities agree that they will cooperate with the implementation and coordination of timing plan revisions in areas covered by the ASCT due to any Commonwealth or any municipality projects or due to upgrades associated with approved highway occupancy permits as follows:

1. Timing modifications are to be reviewed and approved by the Commonwealth consistent with existing signal timing modification procedures.
2. Approved timing plan modifications will be implemented within two weeks from time of notification.
3. A status report will be provided as needed to all parties and their traffic signal maintenance providers detailing system operations, timing modifications, and system maintenance activities.
4. Participation in ASCT status meetings as needed to discuss operations and future enhancements.

B. The Municipalities agree to coordinate as needed to maximize safe and efficient ASCT operations for the duration of this Agreement. Key coordination activities include:

1. Implementation of timing plans.
2. Implementation of a maintenance plan.
3. Agreement to support the interoperability and compatibility of ASCT.
4. Agreement to address dispute resolution as set forth herein.

5. ASCT Intersections. The following intersections with U.S. Route 30 are subject to ASCT maintenance requirements:

	<u>INTERSECTION</u>	<u>MUNICIPALITY</u>
1.	North Hills Road	Springettsbury
2.	Sherman Street	Springettsbury
3.	Eden Road	Springettsbury
4.	Harley-Davidson Gate 1	Springettsbury
5.	Loucks Mill Road	Springettsbury
6.	Toronita Street	Manchester
7.	North George Street	Manchester
8.	Susquehanna Trail	Manchester
9.	Pennsylvania Avenue	City and Manchester
10.	Fairlane Road	City
11.	Roosevelt Avenue	City & West Manchester
12.	Kenneth Road	West Manchester

6. Cost Sharing. The Municipalities agree that the cost to maintain the ASCT system shall be shared in proportion to the number of intersections (or shared intersections) in each municipality as follows:

- A. Springettsbury - 5 intersections = 41.5%
- B. Manchester - 3.5 intersections = 29.5%
- C. The City - 2 intersections = 16.6%
- D. West Manchester – 1.5 intersections = 12.4%

7. ASCT Maintenance.

- A. The Municipalities agree to select a Contractor acceptable to a majority of the Municipalities based on bids or request for proposals received.
- B. The Contractor shall be responsible for performing all maintenance on the ASCT system. The maintenance shall include preventive and emergency repairs on the ASCT system. Maintenance on the ASCT system may be performed at the Contractor's

discretion or at the discretion of any of the Municipalities. However, only work performed on the ASCT system shall be subject to cost sharing set forth in Section 6.

C. Two times per year the Contractor will perform preventive maintenance of system-wide communications systems, master controllers, central computers and system software in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems* and manufacturer maintenance guidance.

D. The Contractor will perform response maintenance activities of system-wide communications systems, master controllers, central computers and system software within 24 hours of notification and in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems*.

E. Record keeping shall be kept in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems*.

F. The Municipalities agree to provide and implement system-wide software updates as well as traffic signal controller and detection system software updates.

G. The Contractor will bill the appropriate Municipality according to the percentage splits referred to in Section 6. Each Municipality agrees to reimburse the Contractor for its portion of the total cost of any and all maintenance, including labor and materials within thirty (30) working days from the date of the invoice.

H. Electric utility fees for traffic signals shall be the responsibility of the Municipality (or shared Municipalities) in which the traffic signal intersection is located. The cable modem for the ASCT system is located at Pennsylvania Avenue, and the cable modem fees shall be shared in accordance with the percentages set forth in Section 6 above.

I. Maintenance may be performed at the Contractor's discretion or at the request of any Municipality. However, in the event the repair may exceed nine hundred (\$900) dollars and

does not jeopardize the safety of motorists, the Municipalities shall be notified by the Contractor prior to the start of the maintenance.

J. The Municipalities agree that the contract with the Contractor will require that the Contractor be available 24 hours a day and be capable to start repairs on a system failure within two hours of notification. If these time requirements are not met the Municipalities may be reimbursed for money spent on any traffic control measures that were implemented after the two (2) hour limit.

K. The Municipalities agree that the contract with the Contractor shall provide that the Contractor shall be liable for any accidents related to system failure due to negligence by the Contractor, and that the contract shall include an indemnity clause from the Contractor.

L. Spare equipment provided by the Commonwealth as part of the Project will be used at the direction of the Municipalities, and may include adaptive control processors and video detection cameras.

M. The Municipalities agree to support the interoperability and compatibility of ASCT by requiring future enhancements and upgrades to the ASCT signal controllers and other equipment compatible with the existing ASCT. For all signal projects, any plans, specifications and estimates shall be provided to the Commonwealth and the Municipalities for review.

8. Dispute Resolution. Disputes arising between the Municipalities shall be resolved in the following manner:

A. The Municipalities agree to meet to discuss the dispute and identify a resolution.

B. If the dispute is not resolved, the affected Municipalities agree to select a neutral arbitrator to resolve the dispute. The decision of the arbitrator shall be final and conclusive. The affected Municipalities shall share the cost of arbitration.

9. This Agreement is contingent upon the governing body of each municipality granting approval at a public meeting pursuant to and in accordance with the Intergovernmental Cooperation Act, 53 Pa. C.S. §2301 et seq. This Agreement is also contingent upon its execution by all parties to the Agreement.

10. This Agreement shall remain in force for at least five (5) years from the Effective Date, and shall continue from year to year thereafter unless terminated by all parties to this Agreement.

11. The Agreement shall not be amended or modified except by the mutual written consent of the parties hereto.

12. This Agreement may be executed in multiple counterparts which shall be deemed to be part of one Agreement.

13. The Effective Date of this Agreement shall be the date of the last Municipality to execute this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Municipalities have caused this Agreement to be duly executed, sealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done.

ATTEST:

SPRINGETTSBURY TOWNSHIP

Secretary

Chairperson

Dated: _____, 2017

ATTEST:

MANCHESTER TOWNSHIP

Secretary

Chairperson

Dated: _____, 2017

ATTEST:

WEST MANCHESTER TOWNSHIP

Secretary

Chairperson

Dated: _____, 2017

ATTEST:

CITY OF YORK

City Clerk

Mayor

Dated: _____, 2017