

## **COOPERATIVE AGREEMENT SAFE ROUTES TO SCHOOLS**

This Cooperative Agreement, made and entered into this 28th day of June, 2021, by and between the Utah Department of Transportation (“UDOT”), and Hildale City, Washington County (“LOCAL AUTHORITY”).

### **RECITALS**

WHEREAS, in the interest of public safety, the LOCAL AUTHORITY desires to plan, design, construct, and maintain an infrastructure-related project that will improve safety for students to walk and bicycle to school at the locations described in the attached descriptions, estimates and maps of exhibit A; (the “Work”); and

WHEREAS, infrastructure projects using public funds shall be within public rights of way, either public property owned by a public entity and/or private lands that have public access easements; and

WHEREAS, the LOCAL AUTHORITY is agreeable to comply with the applicable UDOT Program Procedures and Standards for the Work described in this agreement; and

WHEREAS, State funds may not be expended for projects that do not specifically serve the stated purposes of the Safe Route to School program; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the Work shall be performed.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **Description of Work:** The Work covered by this agreement is described in the LOCAL AUTHORITY application, attached as Exhibit A that is incorporated by reference.
2. **UDOT Responsibilities:**
  - a. Provide an oversight manager or consultant oversight manager to assist the LOCAL AUTHORITY with ongoing coordination related to scope, schedule, risks, mitigation, and closeout process for the Work.
  - b. Prepare and process a cooperative agreement before Work initiation.
  - c. Upon completion of the Work and final inspection and approval by UDOT, reimburse the LOCAL AUTHORITY, up to the maximum of the Grant amount of \$200,000.
  - d. You have been awarded Fiscal 2022 funds, available for reimbursement July of 2021.
3. **Local Authority Responsibilities:**
  - a. Provide an oversight manager or consultant oversight manager and oversee their performance related to the Work including approving consultant pay requests.
  - b. Construct the Work to UDOT standards or to LOCAL AUTHORITY’s standards if it is equal to or greater than UDOT standards.
  - c. Manage Work scope, schedule, budget, risk, and quality.
  - d. Coordinate details, decisions and impacts with the local jurisdiction’s community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.

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- e. Coordinate with the assigned UDOT oversight manager.
  - f. Upon completion of the Work and final inspection and approval by UDOT, submit a request for reimbursement to UDOT, up to the maximum amount of this agreement \$200,000, including documentation of costs incurred and paid for by the LOCAL AUTHORITY. Project overages shall be the responsibility of the LOCAL AUTHORITY.
4. **Access:** The LOCAL AUTHORITY shall guarantee access to and make all provisions for UDOT, Consultant, and Contractor to enter upon all lands, both public and private which are necessary to carry out the Work.
5. **Construction.** If for any reason, the LOCAL AUTHORITY has not commenced construction of the Work within a 2 year period from the date of the notice of grant award, the LOCAL AUTHORITY will relinquish the grant allocation for the Work upon request from UDOT, and this agreement shall be terminated. Upon commencement of construction, the LOCAL AUTHORITY agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should UDOT determine the Work is not proceeding in an expeditious manner and upon 30 days written notice, it may withdraw the grant and require the LOCAL AUTHORITY to refund any portion of the grant funds not expended for approved items at the time of withdrawal and terminate this agreement.
6. **Liability:** UDOT and City are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
7. **Project Underruns:** Any funds remaining at the completion of the Work resulting in an underrun will revert back to the Safe Route to School Program for redistribution by UDOT.
8. **Accessible to Persons with Disabilities:** Infrastructure projects constructed with Safe Routes to School funds shall be accessible to persons with disabilities, per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) at 28 CFR Part 36, Appendix A, as enforced by the U.S. Department of Justice and FHWA, and as required under section 504 of the Rehabilitation Act.
9. **Real Property Acquisition:** For real property acquisition and displacement activities, the LOCAL AUTHORITY shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in accordance with 49 CFR Part 24.
10. **Utility Relocations:** The LOCAL AUTHORITY is required to pay, as part of the total Work cost, 50% of the cost of any utility facility relocation required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. Utah Administrative Code 72-6-116. The design of the Work shall minimize any utility relocations. Should the LOCAL AUTHORITY's Work design require utility relocations, the LOCAL AUTHORITY shall coordinate with the affected utility owner to determine a relocation design and cost estimate. The LOCAL AUTHORITY shall execute a 50% reimbursement agreement with each utility company prior to commencement of the Work.
11. **Maintenance:** Upon completion of the Work covered by this agreement, the LOCAL AUTHORITY shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. The maintenance shall include snow removal.

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12. **Right of Way Disposal/Lease Proceeds:** For real property disposals the LOCAL AUTHORITY shall comply with 23 CFR 710.409 and 710.403. The LOCAL AUTHORITY should have property management records, which identify inventories of real property considered excess to the Work needs. If a LOCAL AUTHORITY determines that real property initially acquired as part of the Work is declared excess and disposed of the LOCAL AUTHORITY must comply with 23 CFR 710.409 and 710.403.

13. **Termination:** This Agreement may be terminated as follows:

- A. By mutual agreement of the parties, in writing.
- B. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill its obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- C. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
- D. Upon satisfactory completion of the provisions of this agreement.
- E. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the second fiscal year following the fiscal year in which this agreement is executed.

14. **Other Provisions:**

- A. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the agreement at the request of the other party.
- B. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this agreement, or by law, will not release either party from any obligations arising under this agreement.
- C. Neither Party to this Agreement shall make impacts to the systems describe herein, exceed the capacities described herein, or act outside of the terms of this agreement without an amendment to this agreement.
- D. This agreement contains the entire agreement between the parties with respect to the subject matter, and no statements, promises or inducements made by either party that are contained in this written agreement shall be binding or valid.
- E. This agreement does not create any type of agency relationship, joint venture, or partnership between the parties.
- F. Each party represents that it has the authority to enter into this agreement. The parties may execute this agreement in counterparts.

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IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

<Name of City or County>

By: \_\_\_\_\_  
Title: Mayor \_\_\_\_\_

\_\_\_\_\_  
Date:

Printed Name: Donia Jessop \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: Project Manager

\_\_\_\_\_  
Date:

Printed Name: Donna Beagley \_\_\_\_\_

By: \_\_\_\_\_  
Title: Region Director

\_\_\_\_\_  
Date:

Printed Name: Rick Torgerson \_\_\_\_\_

By: \_\_\_\_\_  
Title: Comptroller Office

\_\_\_\_\_  
Date:

Printed Name: Kristi Barney \_\_\_\_\_

Application Number: <>  
Local Authority: <>  
Project Location/Description: <>  
Project: <> PIN: <> CID: <>

Exhibit A  
Local Authority Safe Routes Application