

COOPERATIVE AGREEMENT WITH [REDACTED]

Charge ID No. [REDACTED]

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** made and entered into this [REDACTED] day of [REDACTED], 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the “**UDOT**,” and the **West Valley City**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**”.

**RECITALS**

**WHEREAS**, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on 3500 South (SR-171) at the location(s) described as follows: beginning at 6755 West, south side of 3500 South, and ending at 6800 West and,

**WHEREAS**, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

**WHEREAS**, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

**WHEREAS**, the **UDOT** has determined by formal finding that payment for said work on public right-of-way is not in violation of the laws of the State or any legal contract with the **CITY**.

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions where under said work shall be performed.

**NOW THEREFORE**, it is agreed by and between the parties as follows:

1. The **CITY** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.
2. In accordance with Utah Code Annotated, 72-6-116, Regulation of Utilities – Relocation of Utilities, the **CITY** is required to pay, as part of the total project

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cost, 50% of the cost of any utility facility relocations required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The CITY will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation - 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact Alana Spendlove, Region 2 Utilities and Railroad Leader, telephone number (801) 887-3462 for assistance in preparing the Reimbursement Agreement.

3. All construction work performed by the CITY or its contractor shall conform to UDOT's standards. CITY's construction may conform to local standards if they are equal to or greater than the UDOT standards.
4. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.
5. The CITY shall submit plans for the work covered by this Agreement to UDOT's Region 2 Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right-of-way, the CITY or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from the Region 2 Encroachment and Permits Officer.
6. The CITY will participate a minimum of 25% of said project. CITY's participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.
7. The total estimated cost of the pedestrian safety project including CITY's participation is as follows:

UDOT Funds (Allocated Amount)	\$63,375.00
CITY's Match (25% minimum of Total)	\$21,125.00
 TOTAL PROJECT	 \$84,500.00

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8. Upon approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, and upon request of the CITY, the UDOT will deliver to the CITY a lump sum amount of \$47,531.25, 75% of the UDOT's funds for the construction of the facilities covered by this cooperative Agreement. Upon completion of construction and final inspection and approval by UDOT, the remaining 25% of UDOT's funds \$15,843.75 will be delivered to the CITY bringing the total UDOT funds to \$63,375.00. This amount is the maximum sum of UDOT's contribution. If the project should overrun the estimated project amount contained herein, the CITY's match shall be revised to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in this paragraph will be adjusted proportionally and the city will refund any overpaid amounts to UDOT.
9. The CITY will furnish to the UDOT a statement upon completion of the project for which the grant was made certifying the amount of State funds expended, verification of CITY participation amounts and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative Agreement.
10. UDOT shall have the right to audit all cost records and accounts of the CITY pertaining to this project. Should the audit disclose that the CITY's expenditures for the project are less than the grant, all unexpended funds shall be refunded promptly to the UDOT. For purpose of audit, the CITY is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.
11. If for any reason, the CITY has not commenced construction of said project within a one (1) year time period from UDOT Commission approval of the safety project, the CITY will relinquish the grant allocation or refund the funds already paid to the CITY for the project upon request from the UDOT, and this Agreement shall be terminated. Upon commencement of the construction, the CITY agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should the UDOT determine that the work is not proceeding in an expeditious manner and upon thirty (30) days written notice, it may withdraw said grant and require the CITY to refund any portion of the grant funds not expended for approved items at the time of withdrawal, and terminate this Agreement.
12. Upon completion of the work covered by this cooperative Agreement, the CITY 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. Said maintenance is to include snow removal.

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13. **UDOT** and the **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. It is expressly agreed between the parties that 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 by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

14. If the **CITY** modifies its project and the modification affects the work, the **CITY** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on said changes or additions.

15. 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.

16. 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.

17. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

18. Each party represents that it has the authority to enter into this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized officers as of the day and year first above written.

West Valley City, A Municipal Corporation of the State of Utah

ATTEST:

By \_\_\_\_\_  
Print Name:  
Title:

By \_\_\_\_\_  
Print Name:  
Title:

(IMPRESS SEAL)

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UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

APPROVED:

\_\_\_\_\_  
John Montoya, PE  
Project Manager

\_\_\_\_\_  
Nathan Lee, PE  
Region Director

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
Renee Spooner  
UDOT Legal Counsel

\_\_\_\_\_  
Division of Finance



**3500 South – 6800 West Safe Sidewalk Application**



State of Utah

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.  
*Executive Director*

SHANE M. MARSHALL, P.E.  
*Deputy Director*

September 11, 2014

Daniel Johnson, P.E.  
West Valley City Engineer  
3600 South Constitution Blvd, #250  
West Valley City, Utah 84119

Re: Safe Sidewalk Funding

Daniel:

Thank you for submitting your pedestrian safety project (3500 South (SR-171) at 6800 West) for review. We are pleased to inform you that your project has been selected to receive Safe Sidewalk funds for the State Fiscal Year 2015. It is the intent of the Utah State Legislature that Local Governments participate financially in the pedestrian safety project a minimum of 25%. Therefore, enclosed please find three copies of a Cooperative Agreement stating such. Please obtain the appropriate signatures, and return all copies to myself at the address below for final processing. I will return a fully executed copy of the Cooperative Agreements to you for your records.

Should you have any question or concerns, please feel free to contact me at 801-887-3637.

Respectfully,

A handwritten signature in cursive script, appearing to read "John Montoya".

John Montoya, P.E.  
Safe Sidewalk Program Manager  
UDOT Region Two