

27574

COOPERATIVE AGREEMENT CONCERNING AIR QUALITY MITIGATION FOR PORTABLE CLASSROOMS

THIS COOPERATIVE AGREEMENT, made this 13th day of June, 2017, by and between the UTAH DEPARTMENT OF TRANSPORTATION, referred to as "UDOT", and GRANITE SCHOOL DISTRICT, a political subdivision of the State of Utah, referred to as "District."

RECITALS:

WHEREAS, the Mountain View Corridor Environmental Impact Statement and Record of Decision directed the establishment of an Air Quality Working Group (AWG); and

WHEREAS, the Air Quality Working Group provided recommendations for air quality mitigation at Whittier Elementary, Hillside Elementary, West Valley Elementary, Hunter Jr. High School, and Hunter High School ("Mountain View Corridor Schools"). These included recommendations for portable classrooms located on any of the five Mountain View Corridor Schools.

WHEREAS, the District will implement the recommendations for air quality mitigation at the five schools with the funding from UDOT pursuant to the Cooperative Agreement Concerning Air Quality Mitigation, entered into on [enter date of other cooperative agreement] and this Cooperative Agreement Concerning Air Quality Mitigation for Portable Classrooms.

NOW THEREFORE, UDOT and the District agree the following terms:

1. Within thirty days from the date of this Agreement, UDOT will provide a check to the District in the amount of \$5500, which is the expected costs associated with upgrading the filters for 16 portable classrooms for a period of five years, at Mountain View Corridor Schools. The funds transferred to GSD from UDOT under this Agreement shall be used exclusively for the air quality mitigation purposes set forth in this Agreement.

2 The District will perform the following actions.

2.1 Upgrade the filters in the portable classrooms from the current MERV 8 to the MERV 11 filters, to existing HVAC units that are not impacted by filter upgrade. The additional filter cost is approximately \$68 per classroom per year. There are currently 16 portable classrooms that fit this description at Mountain View Corridor Schools.

2.2 This agreement provides for the upgraded filters for a period of five years, beginning the Fall 2016 term. At the end of the five year period, the

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AWG and the District will evaluate and determine if an extension or modification of the agreement is needed.

3. An independent evaluation will be conducted to determine the effectiveness of the enhanced filtration for the portable classrooms at Mountain View Corridor Schools.

3.1 The independent evaluation shall be conducted by a qualified consultant, mutually agreeable to both AWG and the District;

3.2 The scope of the independent evaluation shall focus upon evaluation of the effectiveness and functioning of the mitigating measures provided for in this Agreement which are specifically intended to mitigate an increase in near-roadway air pollution caused by traffic on and construction of the Mountain View Corridor. To the extent the independent evaluator gathers any information about other air quality metrics as a direct result of the evaluation of near-roadway air pollution that information shall be shared with the District and shall not be shared more broadly without agreement between the AWG and the District.

4. The District shall provide the AWG and UDOT an annual report for a maximum of five years following installation of the Portable Classroom filter upgrades, or such shorter period should the AWG and UDOT determine annual reports are no longer necessary.

5. In the event either party asserts a breach of this Agreement, it shall provide written notice of such breach to the other party, which shall have fifteen days in which to commence a cure. Should the party fail to fully cure the breach within thirty days or within such other period of time as the parties may otherwise agree is reasonable under the circumstances, that party shall be in default of this Agreement. In the event of a breach involving the District's use of Agreement funds for a purpose other than Approved Air Quality Purposes the District shall be entitled to remedy said breach through repayment or reallocation of other District funds for the express use for Approved Air Quality Purposes. Any such repayment or reallocation of funds shall be confirmed in writing to UDOT.

6. This Agreement may be executed in counterparts by UDOT and the District.

7. This Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the District.

8. The District and UDOT agree to take any and all actions and execute, acknowledge, and deliver any and all documents reasonably necessary to effect the purposes of this Agreement.

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9. This Agreement, together with any exhibits and attachments, constitutes the entire agreement between UDOT and District with respect to the portable classrooms at the Mountain View Corridor Schools and supersedes any prior understandings, agreements, or representations, verbal or written with respect to those classrooms. No subsequent modification or amendments will be valid unless in writing and signed by UDOT and District.

10. UDOT and District each represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, UDOT and the District have caused the Agreement to be executed by their duly authorized officers as of the day and year first written above.

GRANITE SCHOOL DISTRICT
a political subdivision of the State of Utah

By: 
Title: Granite Board of Education President
Date: June 13, 2017

RECOMMENDED FOR APPROVAL:

UTAH DEPT. OF TRANSPORTATION

By: 
MYC Project Manager

By: 
Region Two Director

Date: 6/15/17

Date: 6/15/17

By: 
CONTRACT ADMINISTRATOR
COMPTROLLER'S OFFICE

Date: 