

27833

188116

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 31 day of July, 2017, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **HEBER CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**",

WITNESSETH:

WHEREAS, the **CITY** and the local school district have changed school boundaries such that the school zones on US-40 at 500 North and 600 South are no longer applicable and a new school zone is established on SR-113 at 300 West; and

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

NOW THEREFORE, this **COOPERATIVE AGREEMENT** is made to set out the terms and conditions where under said work shall be performed. It is agreed by and between the parties hereto as follows:

1. **UDOT** will remove all signs and pavement messages associated with the school zones on US-40 at 500 North and 600 South, and will retain ownership of all materials salvaged during this work. **UDOT** reserves the right to reuse any of the material salvaged for use at the new school zone established on SR-113. There will be no cost to the **CITY** for this work.
2. The **CITY** and **UDOT** will work together to establish the new school zone on SR-113 at 300 West by installing all applicable signs and pavement messages per current **UDOT** standard drawings and in conjunction with the 2009 edition of *Traffic Controls for School Zones, Part 7 of the Utah Manual on Uniform Traffic Control Devices*.
3. The **CITY** will supply two electronic solar powered school speed limit assemblies comprised of flashing beacons (two each), type P5 post (one each), anchor stub (one each), and slipbase assembly with hex bolt (one each). The cost for these assemblies is estimated not to exceed \$10,000.00.
4. The **CITY** shall send a copy of the final cost of the assemblies to the **UDOT** Region Three Traffic Operations Engineer. Upon approval by the Engineer, **UDOT** will reimburse the **CITY** for the cost of the two electronic solar powered school speed limit assemblies as defined above. The amount shall not exceed the **CITY**'s cost to purchase the assemblies.

Cooperative Agreement for Installation and Maintenance of
Electronic Solar Powered School Speed Limit Assemblies
On SR-113 at 300 West
HEBER CITY
Federal ID No. 876000232

5. Flasher assemblies and primary installation of the assemblies will be by **UDOT**; the **CITY** may assist as necessary. Following installation and completion of the field operations check list of the electronic solar powered school speed limit assemblies, **UDOT** will be the owner of the assemblies but the **CITY** will be responsible for complete maintenance of the assemblies as long as there is a school zone on SR-113 at 300 West. This includes, but is not limited to, replacement of any parts of the assemblies due to theft, vandalism, weathering, damage from severe weather (such as lightning or high winds), knock down, or power failure.

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

ATTEST:

HEBER CITY, a municipal corporation
in the State of Utah

By: Michelle X. Vest

By: Barry Mumford

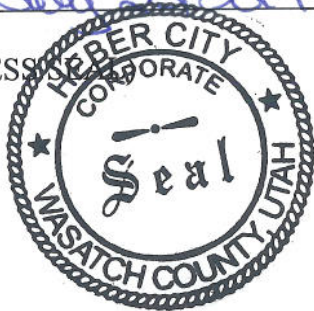
Title: City Recorder

Title: CITY ENGINEER

Date: July 25, 2017

Date: 7-25-17

(IMPRESS)



RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: Bryan Blumhagen
Region Traffic Operations Engineer

By: Tina S. Alvo
Region Director

Date: 7/27/17

Date: 7/31/17

APPROVED AS TO FORM:

This Form Agreement has been previously
Approved as to form by the office of Legal
Counsel for the Utah Department of
Transportation.

COMPTROLLER OFFICE

By: Kristi Barney
Contract Administrator

Date: 8/15/17