COOPERATIVE AGREEMENT SAFE ROUTES TO SCHOOLS

This Cooperative Agreement, made and entered into this_____ day of_____, 20_, by and between the Utah Department of Transportation ("UDOT"), and (Greater Salt Lake Municipal Services District), ("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 4015 W. Kearns Jr. High; (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 \$140,000.00.

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.

Local Authority: Greater Salt Lake Municipal Service District Location: 4015 W. Kearns Jr. High HAWK Crossing Project: S-2160(1)0 PIN: 18162 CID: 73515

- 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 \$140,000.00, including documentation of costs incurred and paid for by the LOCAL AUTHORITY. Project overages shall be the responsibility of the LOCAL AUTHORITY.
- 4. <u>Access</u>: 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. <u>Utility Relocations:</u> 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 coordination 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. <u>Maintenance</u>: 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.

- 12. <u>Right of Way Disposal/Lease Proceeds</u>: 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.

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.

Greater Salt Lake Municipal Service District

Зу:		
	Date:	
Title:	-	
Printed Name:		
JTAH DEPARTMENT OF TRANSPORTATION		
	Date:	
By: Title: Project Manager		
Printed Name:	-	
	Date:	
Зу: Гitle: Region Director		
Printed Name:		
Dv.	Date:	
By: Fitle: Comptroller Office		
Printed Name:	_	

Exhibit A Local Authority Safe Routes Application



UDOT Safe Routes to School Funding Application 2019

1. General Information

Project Title	4015 W Kearns Junior High HAWK Crossing	
Project Sponsor	it y Ocounty Oschool District Jother:	
Exam ple : M illcree	n (M unicipal Locat i on: Str eet, + limits; + improvements) ek: 615 East, between Malibu Drive and 4350 South; fill in side walk gaps en Sams Blvd and Squire Crest Drive, HAWK Crossing	

Contact Name	Madeline Francisco-Galang	
Title	Transportation Engineering Manager	
Organization	Salt Lake County	
Address	2001 State Street, Suite N3-120	
Daytime Phone	385-468-6622 Email MFrancisco-Galang@slco.org	

Have you ever applied for Safe Routes to School Funding	Ives IVJ No	
Have you ever received funding for a Safe Routes to School Project	Yes No	
If Yes-provide project name/date: 4800 S Kearns High HAWK Crossing/2018		

I attes t that this project is not part of developer-funded basic good pract ices in new development.

**See the Federal Highway Administ ration 's guidance for more background on basic good practices.

Signature of Applicant Maddine Junes of	Date	7/19/2019
---	------	-----------

If the project is selected for funding, a pre-evaluation parent survey and student tally must be performed at the school(s) prior to the project's construction/implementation. A post-evaluation must also be completed once the project is complete. By signing this application, we verify that the school(s) will administer the appropriate evaluations using the format/forms provided by UDOT.

2. Detailed Project Information

Project Location (Street Address)	4015 W Sam Blvd	W Sam Blvd		
Maintaining Agency	Kearns Metro Township	s Metro Township		
How far from the school	ol is the project located? (no	etwork distance)		
This project will	☐ Fill a gap in existing infra☒ Create a new facility☐ Create a new program	astructure (e.g. side	walk)	
4015 West is a collector currently on the SNAP. West with a crossing guitime crossing the street complaints on that crossafety. This intersection the summer months, a free summer meal programmer meal programmer at HAWK (High-Intension the East side of the HAWK signal, crossing value. Once the HAWK	There is currently a striped used to help them cross before to get to the school even we sawalk from the families and is approximately 800 feet crossing guard is not availageam at Southridge Park locksity Activated CrossWalk) bestreet will help students cross available at any time with	is used to access Ke school crosswalk fore school and afte with the crossing gu d students who wa north of the much ble for children cro ated on the east sid etween Kearns Jun oss the street safely n or without a cross	earns Junior High School and is for the students to cross 4015 er school. Students have a hard uard. There have been many lk to school in regards to traveled 5400 South. During essing to get free lunch in the de of 4015 West. Installation ior High and adjacent sidewalk	
If the project is a side	walk, please provide the f	ollowing informat	ion:	
Project Length (Feet)				
Side of street (N,S,E,W))			
Sidewalk Width				
Will this project fill gap	s in multiple locations?	☐ Yes ☐ No		

What is the current state of the walking surface and or facility location (include description of signs/markings) and what improvements are needed?			
The facility location currently has a stripe crosswalk with two school crossing signs on each side of the roadway. There is no light signal to stop traffic. A crossing guard is available during the school year. The crossing guard is only available before school starts and after school ends. This school crosswalk needs light signals to mitigate traffic when the crossing guard is not available. A HAWK would be the most efficient facility to help with this problem.			
Amount Requested	\$ 139,060.00		
Is this project constru	uction ready?	⊠ Yes* □ No	
*Please attach any plo	ans, drawings, or project sche	l edule information you have (completed.
• •	d in any regional or local tra Improvement Plan or Long-F rian network, etc.)		les: ⊠ Yes □ No
Is this project listed in	n the city's Transportation M	laster Plan	☐ Yes ⊠ No
Describe how this pro	pject is a cost-effective soluti	ion and what alternatives w	vere considered?
\$26,000 on a yearly b	uard is located at this location asis. This project will eliminated in the control of the contro	ate the need for a crossing a	guard which will help
	ructure project, does it enco		☐ Yes ☐ No ☒ N/A
unough public inform	iation, education, training, a	inu awareness? Expiain	

3. School Information

School Name*	Kearns	Junior High
Grades	Junior H	igh/Middle School (7-8/9)
School District	Granite	
Total Number of	Students	550

^{*}If more than one school is impacted, please list the most affected school first.

Current number of students primarily walking to school	500	
Current number of students primarily biking to school	15	
Number of students eligible to walk to school	515	
How were these numbers determined?		
Using transportation department routing software		

Percent of students within a ½ mile radius of the school	36%
Percent of students within 1.5 miles of the school	64%
Number of students the project could directly impact*	515

^{*}Please provide a map showing areas that will be impacted by this project

Does the school currently hold any walk to school/bike to school events? If yes, please list	Yes 🗸 No

Does the school currently encourage walking and biking? If yes, please list programs or initiatives	Yes No
if yes, please list programs or initiatives	
Within the past school year, which of the following programs have been offere participate in?	d for students to
Walking School Bus or Bike Trains	
Walk n Roll Assembly	
"Walk More in 4" Campaign	
Early dismissal for students walking or biking from school	
Pedestrian fairs or bike rodeos	
Bike Utah "Youth BEST Program"	
Other:	
Note:	unantion for all
If more than one school is affected by this project, please provide the above infoi impacted schools in the Section 3 Appendix	mation for all
Does the school currently have a Safe Routes Plan?	Yes No*
*If No, does the school have plans to develop a comprehensive plan?	Yes No
Is this project identified in the school's Safe Routes Plan recommendations?	✓ Yes No

Note:

Please attach the Safe Routes Plan Recommendations and Map in the Section 3 Appendix. Each school's map be accessed at www.saferoutesutahmap.com

Kelly Bush Mayor Tina Snow Deputy Mayor



Ruby Brown
Council Member
Patrick Schaeffer
Council Member
Al Peterson
Council Member

July 18, 2019

To Whom It May Concern:

Kearns Metro Township supports the Kearns Junior High School request for Safe Routes to School funds for the installation of a HAWK (High Intensity Activated CrossWalK) between Kearns Junior High School across 4015 West. The crosswalk currently has a crossing guard during the school year to assist students in crossing before and after school.

The Kearns Metro Township is very concerned about the safety of students who cross this street before, during and after school. The Thru-U signal was removed after the improvements at 5400 South/Bangerter Interchange and 5400 South was installed, this signal was used for crossing and stopping traffic previously.

We are in complete support of the installation of a HAWK on 4015 West to Kearns Junior Highs and hope installation can begin as soon as possible. The total estimate cost of the crossing is approximately \$139,000, Kearns Metro Township will provide 10 percent of matching funding in the amount of \$13,900 reducing the request to \$125,100. We are planning on using our own crews to install the improvements which will be another cost savings to the project.

Thank you for your consideration of this measure to keep our students safe as they cross this road each day.

Sincerely,

Kelly Bush, Mayor Kearns Metro Township

Kelly F. Bush, Mayor

Kelly Bush Mayor Tina Snow Deputy Mayor



Ruby Brown
Council Member
Patrick Schaeffer
Council Member
Al Peterson
Council Member

July 18, 2019

Travis Evans, Active Transportation Safety Manager Utah Department of Transportation 4501 South 2700 West PO Box 143200 Salt Lake City, UT 84114-3200 srtsgrant@utah.gov

RE: UDOT Safe Routes to School (SRTS) 4015 West Kearns Junior High Crossing

Dear Mr. Evans,

I, Kelly Bush, am an official for Kearns Metro Township and certify that the above-named sponsoring agency is aware of the proposed project and supports the request for infrastructure funding from UDOT's SRTS Program. I certify that the above-named organization is the owner of the property on which the proposed project is located and will maintain the infrastructure upon completion.

I understand that the above-named organization must establish a scope, schedule, and budget for the project and will be fully responsible for the design, cost estimate, and construction. In the event that budget overruns occur, my agency will be responsible for paying the overrun amount. I signify that the agency is aware of this financial responsibility.

Sincerely,

Kelly F. Bush, Mayor Kelly Bush

Kearns Metro Township Mayor



Jen ny Wilson

Ma yor

Catherine Kanter

De puty Mayor of Re giona l Operations

Scott R. Baird , P.E.

Director, Public W orks and Muni cipal Serv ices

Kade D. Moncur, P.E., CFM

Direc tor, Public Works Engineering Division

PUBLIC WORKS
ENGINEERING DIVI SION

Gove rnme nt Center 2001 South Sta te Stree t Suite N3-1 20 Sa It Lake City, Utah 84190

T 385-468-6600 **F** 385 -468 -660 3

July 18, 2019

Travis Evans, Active TransportationSafety Manager Utah Department of Transportation 4501 South 2700 West PO Box 143200 Salt Lake City, UT 84114-3200 s1tsgrant @utah.gov

RE: UDOT Safe Routes to School (SRTS) 4015 West Keams Junior High Crossing

Dear Mr. Evans,

I, Madeline Francisco-Galang, am an official for Keams Metro Township and certify that the above -n amed sponsoring agency is aware of the proposed project and supports the request for infrastructure funding from UDOT's SRTS Program. You may contact meat:

mfrancisco-galang@slco.org

2001 State Street, Suite N3-l 20 Salt Lake City, Utah 84190 385-468-6622

If you have questions within my area of expertise and responsibility pertain ing to this project.

Sincerely,

Madeline Francisco-Galang, PE

Transpo a 1011 ngm Manager



UDOT Safe Routes to School

2019 application for infrastructure funds Scope, Schedule, and Budget

Project: 4015 West Kearns Junior High HAWK crossing

Scope: Install a Pedestrian Hybrid Beacon (HAWK) signal for crosswalk at Kearns Junior High.

Schedule: Construction documents will be prepared and the HAWK signal will be installed by Salt Lake County Operations. Anticipated construction will be in the Fall of 2019.

Budget: \$139,060 (see attached cost estimate form)

PROJECT: 4015 West Kearns Jr. High Pedestrian Hybrid Beacon (HAWK)

PROJECT NO.:

DATE: 07/18/19

COST ESTIMATE \$139,060 **LENGTH OF PROJECT**: 50 Feet

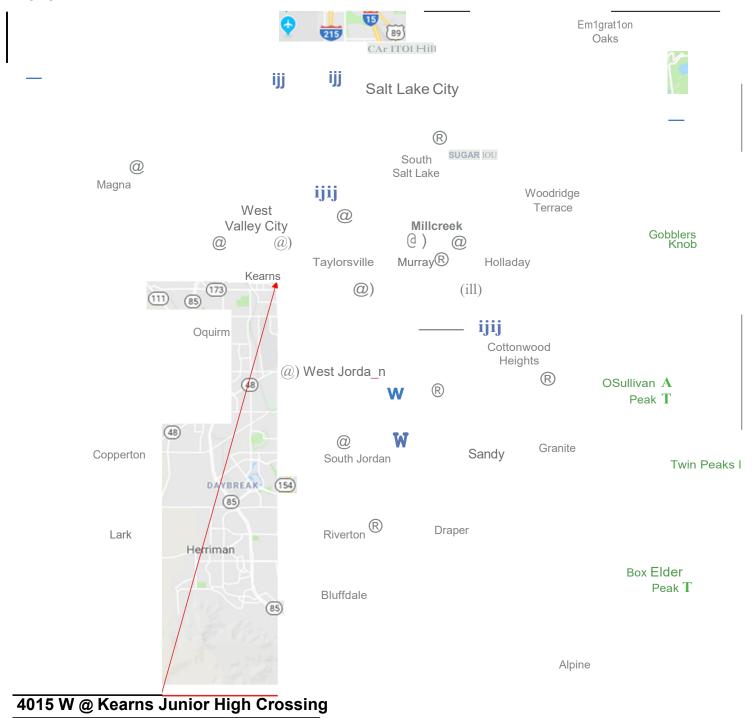
Item No.	Spec. No.	Approximate Quantity	Item Unit	Item Description	Unit Bid Price	Item Amount
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1	LS	Traffic Control	1,000.00	1,000
2		1	LS	Mobilization	4,000.00	4,000
3	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	40	LF	Pavement Marking - Thermoplastic	13.00	520
		4	EA	Mast arm mounted sign w/brackets	350.00	1,400
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1	LS	Hybrid Signal System	85,000.00	85,000
6		1	LS	Connect Fiber to 5400 S	4,000.00	4,000
				·	<u>.</u>	
				Total Pid Itama		05.020

	Total Bid Items	95,920
NON-BID ITEMS	Contingency (15%)	14,388
	Construction Total	110,308
1 L.S. 1 L.S. 1 L.S. 1 L.S.	Construction Management Surveying Engineering Right of Way Acquisition	13,237 5,515 10,000 0
	Subtotal	28,752
	Project Total	139,060

Safe Routes to School Infrastructure Application

Salt Lake County

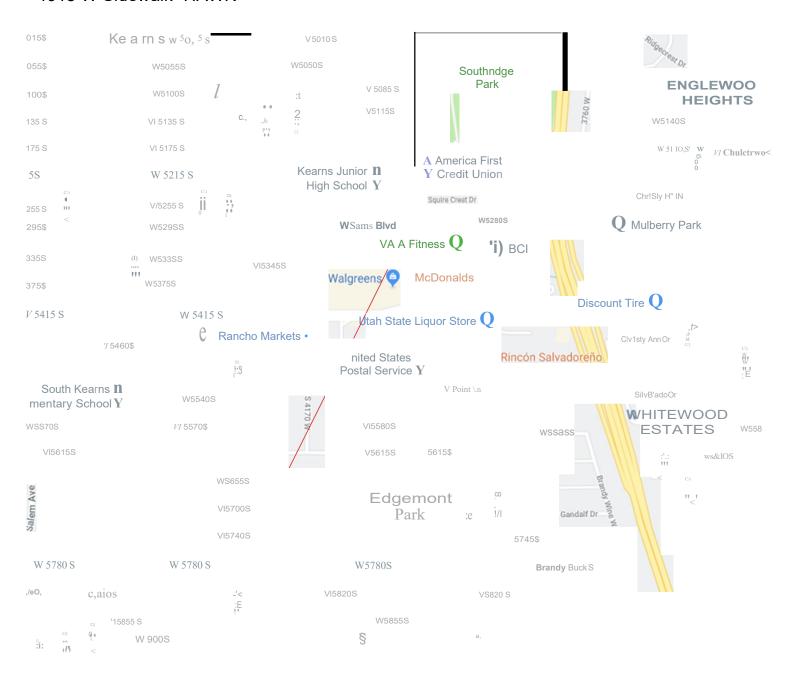
4015 W Sidewalk- HAWK



Safe Routes to School Infrastructure Application

Salt Lake County

4015 W Sidewalk- HAWK

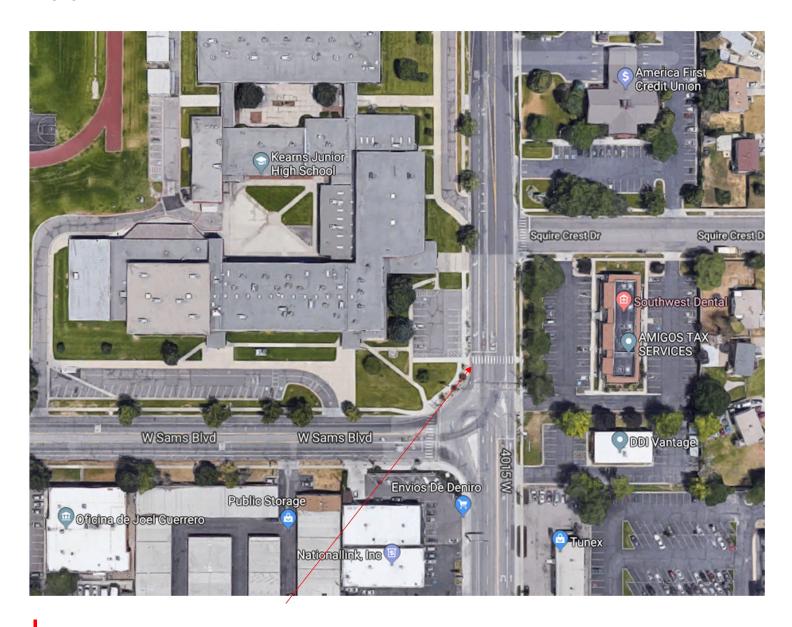


4015 W @ Kearns Junior High Crossing

Safe Routes to School Infrastructure Application

Salt Lake County

4015 W Sidewalk- HAWK



4015 W @ Kearns Junior High Crossing - HAWK Project Loc ation !

Safe Routes to School Infrastructure Application
Salt Lake County

4015 W Sidewalk— HAWK

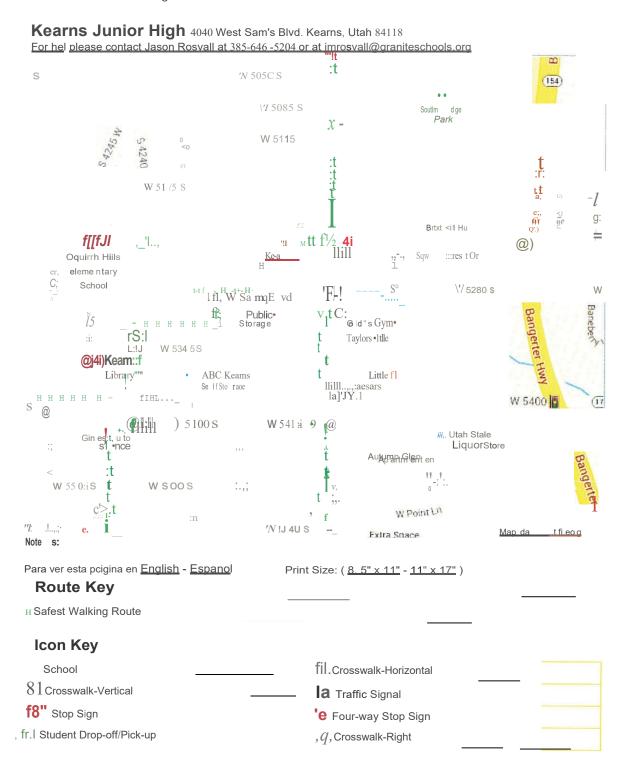


4015 W @ Kearns Junior High Crossing - HAWK Project Location

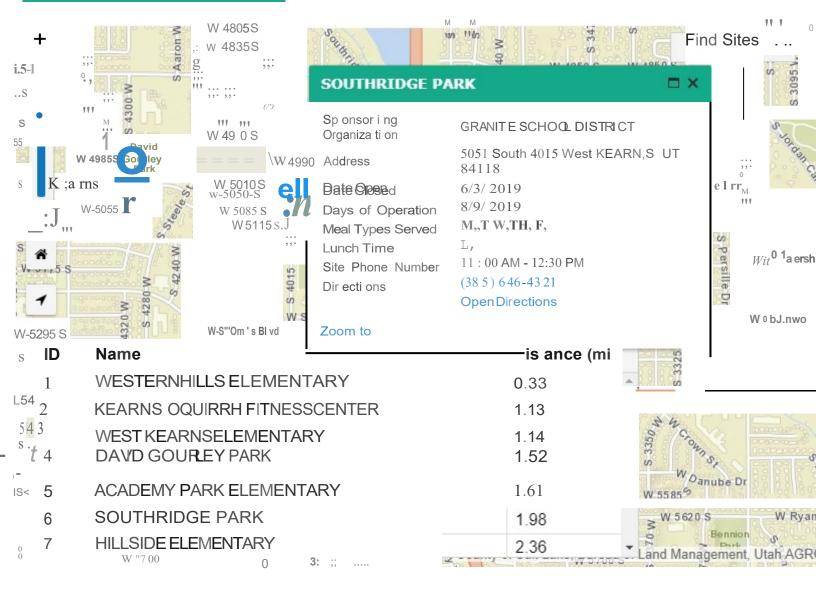


Close Window Prin t Page
Map Only | Text Description Only | Show All

Student Neighborhood Access Program



2019 Summer Meal Site Finder



About the site finder

DeveloP-er Tools

About S

A. <u>Safety Narrative</u> (25 points)

Describe each safety or risk hazard that has been encountered at this location, including past crashes or near miss incidents involving cyclists or pedestrians.

Originally there was a Thru-U signal located within a few feet from the proposed HAWK. Once the interchange at 5400 South/Bangerter and roadway improvements along 5400 South were installed the Thru-U was removed including the signal in 2018. Since then, this crossing has been a hazard to students crossing to get to Kearns Junior High who had been accustomed to using the signal to cross before and after school. In addition, a crossing guard was requested by the school district to help students cross. During the summer months there is not a crossing guard at this location. Southridge Park which is located on the east side of the road serves free summer meals for kids 18 and under. Kids are crossing at this unsafe location to get to the park.

As the City Engineer of Kearns Metro Township I have personally been out on site before and after school to observe the number of students using this crossing and the number vehicles using this roadway. It's not safe for them to cross especially in the morning when there are many people going to work and dropping off kids at school.

This route is on the SNAP map and having a HAWK will increase the number of kids who walk/bike to school since parents will know there is a safe crossing for their child that will stop the traffic to allow them to cross.

B. <u>Health Narrative</u> (10 points)

Describe how this project will encourage or increase walking and biking to school (e.g. it is making a valuable connection or removing a barrier).

Describe how the project will improve public health (e.g. through the targeting of populations who have high risk-factor for obesity, physical inactivity, asthma, or other health issues).

How do you plan to work with your local health department to measure health impacts or promote positive health outcomes?

This project will encourage walking and biking to school since it makes a valuable connection across 4015 West to get to the school if walking on the east side and getting to the park if walking on the west side.. Kearns has struggled with improving public health over the years. In the past there has been a Kearns Initiative targeted to ensure residents are physically, nutritionally and mentally healthy. This included nutrition and wellness programs and provide opportunities for physical activity.

C. Benefit to Disadvantaged Neighborhoods (15 points)

Is the primarily impacted school classified as Title 1?

Provide the median household income for the community benefited by the project.

Provide the percentage of students who attend the primarily impacted school who are eligible for the Free or Reduced-Price Meal Program.

Describe how the project demonstrates a clear benefit to a disadvantaged community?

Kearns Junior High is classified as a Title 1 school.

The median household income for Kearns who would primarily benefit the project is: \$59,543, this data was obtained from https://datausa.io/profile/geo/kearns-ut/

Approximately 75 percent of student who attend the school fall below the federal poverty line, qualifying for free or reduced-price lunch.

During the summer months kids are out of school and they do not have access to school meal programs. However, through the summer food program at Southridge Park which is located on the east side of the road, they serve free summer meals for kids 18 and under. Kids are crossing at this unsafe location to get to the park. By install a HAWK they can get to the park safely.

D. <u>Collaboration and Public Involvement</u> (10 points)

Describe any community-based public participation process that led to this project proposal or plan, such as noticed meetings, public hearings, community council events, consultation with stakeholders, local task force, etc.

Describe the local participation process that resulted in the identification and prioritization of the project.

Describe collaboration with agencies other than the school/district and the city/municipal agency.

Throughout 2018 after the interchange at 5400 South/Bangerter and roadway improvements along 5400 South were installed the Thru-U was removed including the signal. We received calls from the school principal, police department and concerned parents about the changes to the intersection crossing. The Mayor has received letters/emails and post via Kearns Metro Township Facebook page that something has to be done here.

Kearns Metro Township in 2019 prepared at Master Transportation Plan. Part of this plan was doing outreach to the community by having a table set up at Kearns Oval and also a online survey to get feedback on hotspots and locations where they had concerns. This was identified by residents as an area of concern during outreach and surveys. School safety is important to the Kearns Metro Township leadership.