**C O O P E R A T I V E A G R E E M E N T**

**THIS COOPERATIVE AGREEMENT** made and entered into this day of

 \_, 20 , by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (“**UDOT”)**, and **WEBER COUNTY (“COUNTY**”).

**Recitals**

**WHEREAS**, the **COUNTY** desires to install wayfinding signs throughout the Ogden Valley area within the **UDOT** right-of-way; and

**WHEREAS**, the **UDOT** and the **COUNTY** desire to enter into this **COOPERATIVE AGREEMENT** to describe the **COUNTY’s** responsibilities concerning the placement of the wayfinding signs.

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions.

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

1. Prior to October 30, 2022, the **COUNTY** will install wayfinding signs throughout the Ogden Valley area within the **UDOT** right-of-way as shown in Exhibit A. The **COUNTY** will use its own work force or will contract the work according to all applicable state laws and **COUNTY** policies.

2. Upon approval of the plans, and before commencing any construction within the highway right-of-way, the **COUNTY** or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from the Region One Encroachment and Permits Officer. **UDOT** personnel have the right but not the obligation to monitor the installation of the wayfinding signs. UDOT’s inspection of the installation of the wayfinding signs does not relieve the COUNTY of its obligation to install the signs according to the terms of this Agreement and the permit. The **COUNTY** shall comply with Utah Admin. Code R930-7 and R930-6 when entering upon **UDOT’s** right-of-way.

3. The **COUNTY** and its contractors shall comply with all applicable state and federal laws, rules and regulations pertaining to safety and traffic control particularly, but not limited to, the MUTCD and UDOT Traffic Control standard drawings, during the installation and maintenance of the wayfinding signs.

4. The **COUNTY** shall locate and avoid utilities, which may be affected by the wayfinding signs. Further, if the **COUNTY** cannot avoid the utilities, the wayfinding signs shall be moved or not installed at that specific location at the **COUNTY’s** expense. This agreement does not affect any public or private utilities’ ability or right, including **UDOT**, from entering upon the right-of- way to construct, reconstruct, repair or inspect their facilities.

5. **UDOT** requires that the **COUNTY** meet clear zone requirements as defined by the AASHTO Roadside Design Guide and **UDOT** standard drawings.

6. The **COUNTY** is responsible for all costs related to the installation of the wayfinding signs. Maintenance responsibility for blue wayfinding and green guidance signs are as follows:

a. The **COUNTY** is responsible for ongoing maintenance of the entirety of all blue community wayfinding signs.

b. If the **COUNTY** installs a sign-face for a green guidance sign that does not meet **UDOT’s** typical specifications, then the **COUNTY** is responsible for ongoing maintenance of the entirety of the green guidance sign.

c. If the **COUNTY** installs a green guidance sign to **UDOT’s** typical specifications, then **UDOT** is responsible for ongoing maintenance of the entirety of the green guidance sign.

d. If the **COUNTY** installs a sign-face for a green guidance sign that meets **UDOT’s** typical specifications, but other components of the sign structure do not, then **UDOT** is responsible for the ongoing maintenance of the sign-face and the **COUNTY** is responsible for ongoing maintenance of the rest of the sign structure. **UDOT** reserves the right to make minor non-aesthetic modifications to the sign structure necessary for ease and convenience of maintenance or replacement of the sign-face.

e. If a sign structure for which the **COUNTY** is responsible of any green guidance sign becomes damaged, and **COUNTY** does not promptly repair the damage to **UDOT**’s satisfaction, **UDOT** reserves the right to temporarily place the green guidance sign-face on a typical **UDOT** sign support and remove any damaged components pursuant to Section 8 of this agreement.

f. The **COUNTY** will maintain their responsibility for the wayfinding and guidance signs in an aesthetically pleasing condition, including all safety appurtenances. The **COUNTY** shall remove any graffiti within 48 hours of being notified by **UDOT**.

7.

a. Further, if the property is needed for transportation purposes, the COUNTY will remove the wayfinding signs. Upon notification, the COUNTY shall timely remove the wayfinding signs to accommodate any of UDOT’s projects. UDOT will not pay for the costs for the wayfinding signs or the removal of the signs.

b. IF UDOT DETERMINES THAT THE WAYFINDING SIGNS ARE HAZARDOUS, THE COUNTY, AT ITS COST, WILL REMOVE THE WAYFINDING SIGNS. If the COUNTY fails to remove the signs, UDOT may remove the signs and bill the COUNTY for the costs.

8. The **COUNTY** will defend, indemnify, and hold harmless **UDOT** of any liability or damage claims from the wayfinding signs being located within **UDOT’s** right-of-way.

9. The **COUNTY** will waive and release any claims against **UDOT** for any damages to the wayfinding signs due to **UDOT’s** routine maintenance, including but not limited to, snow removal and vegetation control.

10. The **UDOT** and the **COUNTY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys’ fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party’s officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

11. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

12. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

14. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

15. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

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

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

**ATTEST: WEBER COUNTY,** a Municipal Corporation in the

State of Utah

By: By: Title: Title:

Date: Date:

*(IMPRESS SEAL)*



**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: By:

Traffic Operations Engineer REGION DIRECTOR

Date: Date:

**APPROVED AS TO FORM: UDOT COMPTROLLER’S OFFICE**

The Utah State Attorney General’s Office By:

has previously approved all paragraphs in CONTRACT ADMINISTRATOR

this Agreement as to form.

Date: