INTERLOCAL AGREEMENT
By and Between
The City of Moab and Grand County

PERTAINING TO THE COOPERATION BETWEEN THE CITY OF MOAB (THE “CITY”) AND GRAND COUNTY (THE “COUNTY”) WITH RESPECT TO JOINT PLANNING FOR AND FUNDING OF THE TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT

RECITALS

WHEREAS, the Interlocal Cooperation Act (Utah Code §§ 11-13-1 et seq.) allows local governmental agencies to enter into agreements that benefit their constituencies;

WHEREAS, the County desires to update the 2008 Spanish Valley Master Transportation Plan;

WHEREAS, the City desires to implement a city transportation plan;

WHEREAS, City and County residents benefit from transportation planning, as updated and amended from time to time;

WHEREAS, the Utah Legislature has appropriated funding for the Technical Planning Assistance Program (“Program”) intended to help local governments to plan for future land use and transportation, which program is administered by the Utah Department of Transportation (“UDOT”);

WHEREAS, the County has procured funding from the Program pursuant to the Technical Planning Assistance Program Funds Cooperative Agreement dated April 21, 2020, attached hereto as Exhibit A (“Cooperative Agreement”);

WHEREAS, the City desires to contribute to the transportation planning effort and local match requirement; and

WHEREAS, the City and County desire to define their relative duties and obligations with respect to the management of funds provided by the Program.

AGREEMENT
NOW THEREFORE, in consideration of mutual covenants recited above, the mutual benefits to be derived, and for other valuable considerations, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. FUNDING REQUIREMENTS. The City and County acknowledge that the Cooperative Agreement requires local government to provide $40,000 in local match monies in order to be eligible for $110,000 in grant funds, for a project total of $150,000.

2. LOCAL MATCH. The County shall contribute $25,000 and the City shall contribute $15,000 of the local match requirement, which contribution is due to the County upon mutual execution of this Agreement. The County shall manage the funds for payment to UDOT.

3. SCOPE OF WORK. The City and County agree to collaborate in producing a scope of work that will be beneficial to their respective constituencies and agencies, which scope of work must be approved by UDOT pursuant to the Cooperative Agreement.

4. ADMINISTRATION OF PROJECT. The City and County agree that the County shall act as the lead agency under the Cooperative Agreement and shall be responsible for fulfilling the requirements thereunder.

5. EFFECTIVE DATE AND DURATION OF AGREEMENT. This Agreement shall become effective upon its approval and execution by each party. This Agreement shall remain in effect until the duties and obligations contained in the Cooperative Agreement are satisfied.

SIGNED AND DATED this______ day of _______2021.

GRAND COUNTY COUNCIL

ATTEST:

Mary McGann, Council Chair

Quinn Hall, Clerk/Auditor

CITY OF MOAB, UTAH

ATTEST:

Emily Niehaus, Mayor

Sommar Johnson, City Recorder
TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS
COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is entered into on 04/21/2020, by and between Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Grand County (“Local Government”), a political subdivision of the State of Utah. UDOT and Local Government are collectively referred to as “parties” and each may be referred to individually as “party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated money for the Technical Planning Assistance Program (“Program”). The funding is intended to help local governments plan for future land use and transportation; and

WHEREAS, funds from this Program will be used to pay for costs for approved scope of work; and

WHEREAS, the Local Government has committed a local match amount in order to receive Program funding from UDOT; and

WHEREAS, this Agreement describes the amount of the funds that will be used for approved scope of work for a plan or study addressing future land use and transportation.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Initial Scope of Work. UDOT must approve the initial scope of work and any material modifications thereto during the development of the plan or study.

2. Local Match Amount. Local Government commits to match the amount of $40,000 in order to receive the eligible Program fund amount of $110,000. UDOT will deliver the Program funds in one lump-sum payment no later than 60 days after the agreement is signed by both parties.

3. Progress Report. Local Government will submit to UDOT a brief, one-page progress report for each quarter of the calendar year. The progress report will be submitted within 30 days after the end of each quarter and shall include the following:

   a. A brief description of the progress and tasks completed for the approved scope of work for the plan or study.
   b. A summary of the funds expended and budget remaining.
4. **Additional Information.** The Local Government will cooperate with any of UDOT’s requests for information or status concerning the plan or study.

5. **Adoption of Plan or Study.** After the project is complete, the Local Government will adopt or start the process to adopt the results of the plan or study.

6. **No Additional Funds.** Unless specifically agreed to in writing, UDOT and Local Government will not be required to contribute additional funds unless specifically described in an amendment to this Agreement. However, if Local Government decides to cancel or abandon the project described in the approved scope before it is complete, UDOT may require Local Government to return all or a portion of the awarded Program funds.

7. **Term.** The Parties agree that this Agreement shall remain in full force and effect for a period of three years unless agreed to by the Parties in an amendment to this Agreement.

8. **Termination.** In the event the Local Government does not comply with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. If the Local Government does not remedy the breach within a reasonable time period, UDOT may terminate the Agreement. In the event of termination for non-compliance, UDOT may require all or a portion of the Program funds to be returned.

9. **Amendment/Waiver.** No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. **Dispute Resolution.** The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

12. **Authority.** The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.
IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

UTAH DEPARTMENT OF TRANSPORTATION

By: __________________________
Title: Program Development Director
Date: 04/21/2020

GRAND COUNTY

By: __________________________
Title: Chair of Grand County Council
Date: 04/21/2020

Attest:
_____________________________
Quinn Hall