



CITY COUNCIL AGENDA ITEM APPROVAL FORM

AGENDA ITEM INFORMATION

MEETING DATE:	SEPTEMBER 17, 2025
AGENDA ITEM TITLE:	RESOLUTION NO. 25-24: A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND WEST VALLEY CITY REGARDING THE 3900 SOUTH REDWOOD ROAD TO JORDAN RIVER BRIDGE TRAIL PROJECT.
PUBLIC HEARING REQUIRED:	YES: _____ No: _____
ORDINANCE REQUIRED:	YES: _____ No: <u>X</u>
RESOLUTION REQUIRED:	YES: <u>X</u> No: _____
PRESENTER:	BEN WHITE
AGENDA ITEM SUMMARY: LIMIT 150 WORDS	Taylorsville City and West Valley City desire to work together to finance and construct a trail at 3900 South beginning at Redwood Road and extending to the Jordan River bridge. This interlocal cooperation agreement addresses funding and respective city obligations for the project.
ATTACHMENTS:	Exhibit "A" – Interlocal Cooperation Agreement between Taylorsville City and West Valley City Regarding the 3900 South Redwood Road to Jordan River Bridge Trail Project

TAYLORSVILLE, UTAH
RESOLUTION NO. 25-24

**A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE CITY AND WEST VALLEY CITY
REGARDING THE 3900 SOUTH REDWOOD ROAD TO JORDAN RIVER BRIDGE TRAIL
PROJECT.**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on September 17, 2025, to consider, among other things, approving an interlocal cooperation agreement between the City and West Valley City regarding the 3900 South Redwood Road to Jordan River Bridge trail project; and

WHEREAS, the City and West Valley City are public agencies as defined by UTAH CODE ANN. §11-13-101, *et seq.*, as amended, and as such are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, the City and West Valley City, in coordination with the Utah Department of Transportation, desire to construct a shared use trail along the north side of 3900 South from Redwood Road to the Jordan River and along the south side of 3900 South from 1300 West to the Jordan River (the “Project”); and

WHEREAS, the Project would also construct approximately 500 linear feet of trail from the 3900 South trail to the existing Jordan River Trail located south of 3900 South; and

WHEREAS, the Project contemplates reconstructing the 3900 South roadway surface, widening the roadway to create a consistent roadway cross-section, restriping the turn lanes at intersections, and installing park strip, curb, and gutter along the Project corridor; and

WHEREAS, the Project would also include the installation of ADA-compliant pedestrian ramps at the intersections of Redwood Road, 1500 West, 1800 West, and Putter’s Circle; and

WHEREAS, other improvements would include the removal of an existing box culvert that crosses 3900 South at approximately 1200 West, the relocation of the West Valley City welcome sign, and the reconstruction of existing fences along the north side of 3900 South to provide a consistent fence line; and

WHEREAS, pursuant to the Federal Aid Agreement between UDOT and West Valley City, West Valley City has been identified as a Local Government awarded financing from federal aid highway funds; and

WHEREAS, in addition to the federal aid highway funds, both West Valley City and Taylorsville City contemplate providing funds for the Project; and

WHEREAS, the Parties desire to enter into an interlocal agreement in accordance with Utah’s Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101, *et seq.*, to establish the rights, obligations, and responsibilities of each respective City regarding the Project; and

WHEREAS, after careful consideration, the Council has determined that it would be in the best interest of the health, safety, and welfare of the City’s citizens to approve the interlocal cooperation agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the Council hereby approves the interlocal cooperation agreement between the City and West Valley City regarding the 3900 South Redwood Road to Jordan River Bridge trail project.

This Resolution, assigned Resolution No. 25-24, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of _____, 2025.

TAYLORSVILLE CITY COUNCIL

Council Chair

SEAL:

VOTING:

Meredith Harker	____	Yea	____	Nay
Ernest Burgess	____	Yea	____	Nay
Anna Barbieri	____	Yea	____	Nay
Bob Knudsen	____	Yea	____	Nay
Curt Cochran	____	Yea	____	Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this _____ day of _____, 2025.

APPROVED this _____ day of _____, 2025.

Kristie S. Overson, Mayor

ATTEST:

Jamie Brooks, City Recorder

DEPOSITED in the office of the City Recorder this _____ day of _____, 2025.

RECORDED this _____ day of _____, 2025

EXHIBIT A

**Interlocal Cooperation Agreement between the City of Taylorsville and West Valley City
Regarding the 3900 South Redwood Road to Jordan River Bridge Trail Project**

INTERLOCAL COOPERATION AGREEMENT
between
CITY OF TAYLORSVILLE
and
WEST VALLEY CITY

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this 8th day of August 2025, with an effective date as provided in Section 14 of this Agreement, by and between City of Taylorsville, a municipal corporation of the State of Utah (Taylorsville); and West Valley City, a municipal corporation of the State of Utah (WVC). WVC and Taylorsville are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

W I T N E S S E T H :

WHEREAS, Taylorsville and WVC are public agencies as defined by Title 11, Chapter 13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to the Federal Aid Agreement ("FAA"), attached hereto as Exhibit "A" and incorporated herein, for Project No. F-2172(9)8 (the "Project"), 3900 South; Redwood Rd to Jordan River Bridge, WVC is identified as a Local Government awarded financing from federal-aid highway funds; and

WHEREAS, in addition to the federal-aid highway funds, both WVC and Taylorsville shall provide funds for the Project; and

WHEREAS, Taylorsville and WVC desire to enter into an agreement which sets forth the rights, obligations and responsibilities of each Party for the Project.

A G R E E M E N T :

NOW, THEREFORE, in reliance 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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. WVC Obligations. Except as provided in Section 2 of this Agreement, WVC shall perform all of Section III of the FAA, Local Agency Roles and Responsibilities on a Federally Funded Local Government Project. These obligations include, but are not limited to: design,

bidding, and construction of the Project through the Utah Department of Transportation (“UDOT”). WVC will consult with Taylorsville in making project decisions and will give Taylorsville deference in making decisions within the jurisdictional area of Taylorsville provided that such deference does not increase the cost of the project at WVC’s expense. WVC shall diligently cooperate with Taylorsville to ensure that the decisions are sound and made in a timely manner. WVC shall receive 60% of the funding allocated pursuant to the FAA (including any addenda or modifications) and shall be responsible for 60% of the local matching funds for the Project. For betterments requested by WVC, WVC shall be responsible for 100% of the cost.

2. Taylorsville Obligations.

a. Taylorsville shall perform the following:

- i) Taylorsville shall receive 40% of the funding allocation pursuant to the FAA (including any addenda or modifications) and shall be responsible to pay 40% of the local matching funds. The local match is 6.77% of each federal dollar spent. For betterments requested by Taylorsville, Taylorsville shall be responsible for 100% of the cost.
- ii) In the event that the Project costs exceed or overrun the federal funds allocated pursuant to the FAA (including any addenda or modifications), Taylorsville agrees to pay 40% of the cost exceeding the federal funds, (the “Taylorsville Additional Amount”). However, Taylorsville shall not be obligated to pay any additional amount exceeding the federal funds that results from Change Orders that are not approved by Taylorsville.
- iii) The Parties agree that upon receiving a project related invoice, WVC will invoice Taylorsville for Taylorsville’s share of that invoice as defined above. Taylorsville will pay WVC within 30 days after receipt of any invoice from WVC.

3. Approval and Coordination. WVC shall obtain Taylorsville approval of all Project design plans, drawings, and specifications prior to bid for the portion of the Project within Taylorsville city limits. In addition, WVC shall obtain Taylorsville approval for the Project schedule, Project construction coordination, including change orders, and any Project modification within Taylorsville city limits. Taylorsville shall cooperate and respond to all requests for approval promptly after receipt of any such request and shall not unreasonably withhold, condition, or delay any approval required under this paragraph or elsewhere in this Agreement.

4. Services Performed in a Professional and Reasonable Manner. WVC shall perform project management in a professional, reasonable and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with WVC. All construction will comply with applicable law.

5. Retaining Consultants and Contractors. WVC will consult with Taylorsville and consider input from Taylorsville in selecting consultants.

6. Termination. If the design and construction of the Project are not completed by the end of the term as set forth herein, and WVC desires to extend this Agreement, WVC shall request an extension from Taylorsville as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. Taylorsville shall not unreasonably withhold, condition, or delay its acceptance of a request by WVC for an extension. Within 30 days of receipt of such written request, Taylorsville shall notify WVC in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating Party if the other Party fails to cure the default identified in the written notice within the 90-day notice period.

7. Liability and Indemnification. Taylorsville and WVC are governmental entities under the Utah Governmental Immunity Act (the "Act"), UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither Party waives any defenses otherwise available under the Act, nor does any Party waive any limits of liability currently provided by the Act.

8. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the City Manager of WVC and the City Administrator of Taylorsville. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

If to Taylorsville:

City of Taylorsville
Attn: John Taylor, City Admin
2600 W Taylorsville Blvd
Taylorsville, UT 84129

With a copy to:

City of Taylorsville
Attn: City Recorder
2600 W Taylorsville Blvd
Taylorsville, UT 84129

If to the City:

Ifo Pili
City Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: _____

With a copy to:

J. Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: eric.bunderson@wvc-ut.gov

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

11. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

12. Entire Agreement. 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; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

13. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of WVC and Taylorsville, including the adoption of any necessary resolutions or ordinances by WVC and

Taylorsville authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for WVC and Taylorsville, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the adoption of a resolution by the governing body of each Taylorsville and WVC, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the Project or (ii) within seven (7) years after the execution of this Agreement as set forth herein. Except as otherwise provided in Section 6 there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

15. Severability. 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 of 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. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) *Waiver.* No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) *Rights and Remedies.* The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) *Attorney Fees.* If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(j) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(k) *Severability.* The provisions of this Agreement are severable and, should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(l) *Cumulative Remedies.* The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(m) *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth in their entirety within the body of this Agreement.

(n) *No Agency.* Agents, employees or representatives of a Party shall not be deemed to be agents, employees or representatives of the other Party.

IN WITNESS WHEREOF, WVC, by a resolution duly adopted by its City Council, caused this Agreement to be signed and attested by the Mayor, or her designee; and Taylorsville, by a resolution duly adopted by its City Council, caused this Agreement to be signed by the Mayor, or her designee.

CITY OF TAYLORSVILLE

By: _____
Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, City Recorder

Approved as to Form and Legality:
City of Taylorsville

By: _____

Date: _____

WEST VALLEY CITY

By: _____
Mayor Karen Lang

ATTEST:

Nichole Camac, City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: _____

Date: _____

EXHIBIT A (of Interlocal w/ West Valley)

Federal Aid Agreement Between UDOT & West Valley City of Taylorsville

(Project No. F-2172(9)8 – 3900 South Federal Funding)

**State of Utah
Department of Transportation**

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction		West Valley City - Coby Wilson	Maximum Project Value Authorized \$12,098,860
PIN Number 22082 FINET Number 56583 FMIS Number F019093 DUNS Number 053734703		Project Number F-2172(9)8 PIN Description 3900 South; Redwood Rd to Jordan River Bridge	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and **West Valley City "Local Agency"**, a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of **3900 South; Redwood Rd to Jordan River Bridge**, located at **West Valley City** and identified as project number **F-2172(9)8**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2025 - 2028

Fund*	Prior	2025	2026	2027	2028	Total	Fed Aid	State	Other	Pct
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$8,741,768	\$0	\$0	\$8,741,768	100.00%
STP_URB_SL	\$0	\$10,000	\$0	\$0	\$0	\$2,145,232	\$2,000,000	\$0	\$145,232	6.77%
TAP_URB_WFR_C	\$0	\$1,211,860	\$0	\$0	\$0	\$1,211,860	\$1,129,817	\$0	\$82,043	6.77%
Total:	\$0	\$1,221,860	\$0	\$0	\$0	\$12,098,860	\$3,129,817	\$0	\$8,969,043	74.13%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

West Valley City and Taylorsville City, in coordination with the Utah Department of Transportation, are proposing to construct a shared use trail along the north side of 3900 South from Redwood Road to the Jordan River and along the south side of 3900 South from 1300 West to the Jordan River. The project would also construct approximately 500 linear feet of trail from the new 3900 South trail to the existing Jordan River Trail located south of 3900 South. The project would reconstruct the existing 3900 South roadway surface, widen the roadway to create a consistent roadway cross-section, restripe the turn lanes at intersections, and install park strip, curb and gutter along the project corridor. The project would include the installation of ADA compliant pedestrian ramps at the intersections of Redwood Road, 1500 West, 1300 West and Putter's Circle. Other improvements would include the removal of an existing box culvert that crosses 3900 South at approximately 1200 West and the relocation of the West Valley City Welcome Sign. Existing fences on the north side of 3900 South would be reconstructed to provide a consistent fence line.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.

- b. The Local Agency shall recommend and approve consultant pay requests.
- c. Project scope, schedule, budget, and quality.
- d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
- e. Coordination with the assigned UDOT Project Manager.
- f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
- g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
- h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
- i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):
 - 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
- k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
- l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
- m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
- n. Approve the final advertising package and obtain local signature approval advertisement.
- o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
- p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
- q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
- r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
- s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
- t. Assist to provide all documentation needed for construction project close out including Buy America certification.
- u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed **\$12,098,860** and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Coby Wilson at COBY.WILSON@WVC-UT.GOV](mailto:Coby.Wilson@WVC-UT.GOV), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal

Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VIII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. Title VI Provisions. Where Title VI APPENDICES A and E in the remainder of this section use contractor, substitute Local Agency. Where the Title VI APPENDICES A and E in the remainder of this section use the recipient, substitute UDOT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt

by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

X. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its 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 of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

XII. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XIII. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XIV. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XV. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XVI. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XVII. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVIII. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XIX. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. 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 fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XX. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

LOCAL AGENCY

By _____

Date _____

Utah Department of Transportation

By _____
Region Director

Date _____

LOCAL AGENCY – Approved As to Form

By _____

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



Consultant Services
Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
CONSULTANT SERVICES

TODAY'S DATE 6/6/2025
PM REQUEST DATE 6/5/2025

FEDERAL AID
AGREEMENT NO.

Project No.: F-2172(9)8 **PIN No.:** 22082

PIN Description: 3900 South; Redwood Rd to Jordan River Bridge **FINET Prog Code No.:** 56583

UDOT Project Manager	UDOT Contract Administrator
Dillon J Richens 2010 South 2760 West Salt Lake City, UT 84104 (801)678-7546 drichens@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michael.butler+udot@wcg.us

Local Government
West Valley City 3600 CONSTITUTION BLVD West Valley City, UT 84119-2057 Coby Wilson, (801) 963-3204 COBY.WILSON@WVC-UT.GOV

Project Value	\$12,098,860
Federal Match	\$3,129,817
Local Government Match	\$8,969,043
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.