TRANSPORTATION INVESTMENT PROGRAM FUNDS (TIF)

COOPERATIVE AGREEMENT

This Transportation Investment Program Funds ("TIF") Cooperative Agreement (the "Agreement") is entered to be effective as of _____, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Daggett County ("the Agency"), a Utah political subdivision of the State of Utah. UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested the project that is described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), 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. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

   Project Description: Construct a 10' wide multi-use grade separated paved trail along SR-43 or by widening the existing SR-43 paved shoulders to a full 8' width. The trail will extend from Main Street in Manila eastward to State Line Road.

   The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT's Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT's award to the Agency. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project's approved scope of work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

2. Local Match Amount and Payment Schedule. The Agency commits to fund a local match amount of $320,000.00 in order to receive the eligible Program fund amount of $1,280,000.00 for the Project (the "Program Funds"). UDOT will deliver the Program Funds to the Agency in four payment(s) beginning with execution of this agreement and on a three month frequency afterwards. Lump sum payments will be paid no later than sixty (60) days after the effective date of this Agreement. The Agency must apply Program Funds and matching funds on a

pro-rata basis (20%/80%) to expenses within the approved Project scope of work as they are paid. Upon UDOT's request, the Agency will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

Fund	**Prior**	**FY 2023**	**FY 2024**	**Total**	**State Aid**	**Other**	**Percent**
Local Match	$0	$320,000	$0	$320,000	$	$320,000	20%
Funding Source	$	$1,280,000	$	$1,280,000	$1,280,000	$	80%
Total	$	$1,600,000	$	$1,600,000	$1,280,000	$320,000	100%

The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

3. Progress & Final Report. The Agency will submit to UDOT a brief, one (1)-page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (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 Project, and any photos of the Project or the site.
   B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure.

   Upon completion of the Project, the Agency will submit a brief one (1)-page final report and shall include the following:

   A. A brief description of the completed Project.
   B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
   C. Photos, exhibits, or videos of the completed Project.

4. Additional Information. The Agency will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.

5. Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).

6. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-

rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.

7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the Agency decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata (20%/80%), and the Agency shall return to UDOT the unexpended pro-rata portion (20%/80%) of the Program Funds within sixty (60) days (with or without request by UDOT).

8. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.

9. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of two years unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the two years, if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT the unexpended pro-rata portion (20%/80%) of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.

10. Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Agency does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.

11. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124.

12. Miscellaneous.

    A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Agency:
UDOT Region Three Headquarters 658 North 1500 West Orem, Utah 84057 Attention: Larry Montoya Lmontoya@utah.gov With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114	Daggett County 95 North 1st West Manila, Utah 84046 Attention: Matt Tippets Mtippets@daggettcounty.org

B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.

C. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

RECOMMENDED FOR APPROVAL

By:_____
Title: Larry Montoya, Region Project Manager

Date:_____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: Rob Clayton, UDOT Region 3 Director

Date:_____

UTAH COMPTROLLER'S OFFICE

By:_____
Title: Contract Administrator

Date: _____

DAGGETT COUNTY

By:_____
Title: Matt Tippets, Daggett County Commissioner

Date: _____

Approved as to form: _____

Attest (Recorder):

_____