

RESOLUTION 01-05-2021

A RESOLUTION APPROVING A TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)

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

WHEREAS, Santaquin City was awarded grant funds from this Program and will utilize said funding pursuant to the terms of the attached Agreement;

NOW THEREFORE, be it resolved by the City Council of Santaquin City to authorize the Mayor to execute the attached Technical Planning Assistance Program with the Utah Department of Transportation.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 19th day of January 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest

K. Aaron Shirley, City Recorder

TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is entered into on _____, by and between Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Santaquin City (“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 \$25,000 in order to receive the eligible Program fund amount of \$25,000. 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 five (5) 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: _____

SANTAQUIN CITY

By: _____
Title: _____
Date: _____

Approved as to form:
