

**LOCAL TRANSPORTATION FUNDING AGREEMENT
BY AND BETWEEN CACHE COUNTY AND PROVIDENCE CITY**

This Agreement is made effective this _____ day of _____ 2021, by and between Cache County and Providence City (collectively the "Parties" or individually the "Party") witnesses that:

WHEREAS, Utah Code Section 59-12-2217, the County Option Sales and Use Tax for Transportation provides the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects; and

WHEREAS, the Cache County Council of Governments (COG) is the council of governments with the authority to work with Cache County, the local legislative body, to prioritize and approve funding for such transportation projects; and

WHEREAS, Providence City is among the qualified projects prioritized for funding by COG and the Cache County Council; and

WHEREAS, Providence City intends to complete the 100 S. Road Improvements between Gateway Drive and 200 W.; and

WHEREAS, Providence City submitted a timely and complete application/request to the Cache County Council of Governments (COG), and accordingly such request was approved by the Cache County Council on October 12, 2021; and

WHEREAS, Cache County has committed to assist with COG eligible items (as defined in the most recent approved Local Transportation Fund Program Manual) in the amount of \$1,117,859. Based on the match percentage stated in Providence City's 2021 COG application for this project, COG funds cannot exceed 84% of the total cost of COG eligible items; and

WHEREAS, Cache County and Providence City propose to enter into this Funding Agreement to establish the terms and conditions Cache County and Providence City will be bound to in regard to this agreement;

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

**SECTION ONE
INTRODUCTION AND BACKGROUND**

A. Project Description: 100 S. Road Improvements between Gateway Drive and 200 W.

SECTION TWO OBLIGATIONS

A. County Obligations.

Cache County agrees to contribute up to \$1,117,859 for the construction related costs from the County Option Sales and Use Tax for Transportation Fund as provided for in Utah Code Section 59-12-2217.

B. Providence City Obligations.

- i. Providence City shall submit the final 100% plan set to COG staff prior to bidding the project.
- ii. Providence City shall ensure that all applicable State and Federal requirements are followed.
- iii. Providence City will be responsible for all aspects of COG project oversight, administration and construction. This includes project bidding, consultant contracting, property acquisition and construction engineering/inspection and contractor payment.
- iv. Providence City will spend COG funds only on eligible project elements/activities as defined in the approved Local Transportation Fund-Program Manual for the funding year the project was approved.
- v. Providence City will accommodate periodic project inspections/site visits by Cache County or its representative.
- vi. For projects that receive more than \$200,000 in COG funding, Providence City will submit and access management plan (or jurisdiction wide access management ordinance) for the COG funded roadway.
- vii. Providence City will commence the project with some project fund expenditures within two years of the final approval of funding by the Cache County Council. The project must be completed, and all COG funds disbursed within 6 years. If the project is not able to be completed after an award is made, the city may request an extension. Otherwise all COG funds must be returned.
- viii. Providence City shall timely notify Cache County of, and allow Cache County or their representative to attend, the final inspection of the completed approved project.

C. Joint Obligations.

Cache County and Providence City agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds. Providence City must submit final costs with supporting documentation.

D. Default

Providence City will be in default under this Agreement if Providence City fails to use the Agreement Funds for the intended purpose described in the Final Plan submitted, or otherwise fails to perform, observe or discharge any of its obligations under this Agreement.

E. Remedy

If Providence City is in default, Cache County may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including without limitation, specific performance, setoff or declaring Providence City ineligible for the receipt of future funding awards from Cache County.

**SECTION THREE
MISCELLANEOUS**

A. Indemnification.

Providence City agrees to hold harmless, defend and indemnify Cache County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of negligence, wrongful acts, errors or omissions in the performance of this project.

B. Modification.

This Agreement may be modified only upon the written agreement of both parties.

C. Notice.

Any notice to be given under this Agreement must be given in writing by email, personal delivery, or by mail and is effective, as applicable: five (5) days after mailing, when actually personally delivered or upon the sender's receipt of confirmation generated by the recipient's email system of receipt by the recipient's email system.

D. Survival.

All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations that by their nature or express terms survive termination of this Agreement, including without limitation records retention requirements, governing law, and remedies.

E. Severability.

The parties agree if any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected.

F. Counterparts.

This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

G. No Intended Beneficiaries.

Cache County and Providence City are the only parties to this Agreement and are the only parties entitled to enforce its terms.

H. Assignment.

Providence City may not assign or transfer its interest in this Agreement without the prior written consent of Cache County.

I. Merger.

This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

J. Applicable Law.

This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah. Jurisdiction and venue shall be in the First District Court, Cache County, Utah.

K. Term and Termination.

With the exception of the indemnification provision which shall continue until any applicable statute of limitations has run, this agreement shall terminate upon completion of the project referenced herein or within 6 years of the project's approval by the Cache County Council whichever occurs first.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

CACHE COUNTY

By _____
CACHE COUNTY EXECUTIVE

ATTEST:

By _____
Title _____

PROVIDENCE CITY

By _____
MAYOR

ATTEST:

By _____
Title _____