



**State of Utah
 Department of Transportation**

Cooperative Agreement Local Agency <u>Project</u> Exchange of Federal for State Dollars	<u>Project Information</u>	<u>Authority Number</u>
	Project Description: Mormon Trail Road, Phase II Local Agency: Tooele County	73140-12S
<u>Federal Project Information</u>	<u>State Project Information</u>	<u>Date Executed</u>
PIN: 13887 Project Number: S-R299(207) Federal Fund Type: STP-SU-JHC	Exchange Fund Type: ST_PVMT_LV2	[Date Executed]

THIS COOPERATIVE AGREEMENT made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Tooele County, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, the **Local Agency** desires to exchange project federal dollars for state dollars; and

WHEREAS, 2,000,000.00 in STP-SU-JHC federal aid has been programmed for this project for Federal FY 2019; and

WHEREAS, **UDOT**'s designated exchange rate for the trade of federal funds for state funds is 85%. Eighty Five percent of 2,000,000.00 is \$1,700,000.00; and

WHEREAS, the **Local Agency** desires to pursue design, and construction for the project utilizing its own dollars and then being reimbursed by **UDOT** at 93.23% of eligible costs (6.77% represents the required match by the **Local Agency**). The exchange funds may not be used for **Local Agency** salaries of employees, buildings, utilities, equipment purchase or maintenance or other overhead costs.

WHEREAS, upon project completion any unexpended exchange balance will remain with **UDOT**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work and exchange of federal money shall be performed.

AGREEMENT

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

- I. The **Local Agency** will relinquish any claim or right to the 2,000,000.00, in STP-SU-JHC federal aid money to **UDOT**. In exchange, **UDOT** will reimburse the **Local Agency** up to \$1,700,000.00 of state funds for the cost of the S-R299(207) located in Tooele County.
- II. The **Local Agency** will participate at a minimum of 6.77% of the project costs. **Local Agency**'s participation can be through financial, right of way, or materials contributions to the project. Participation must be verified by actual auditable documented costs and not estimates.
- III. **Local Agency performance requirements:**
 - a. Construct the project in accordance with AASHTO standards or in accordance with state law.
 - b. The **Local Agency** shall comply with all applicable federal and state laws, regulations, and applicable executive orders in regards to the project.

- c. Method of contracting shall meet appropriate Utah statutory requirements and procedures.
- d. The Local Agency is administering this project and is responsible for all aspects of the project, including but not limited to: environmental requirements, permit requirements, right of way acquisition, utility reimbursement, and construction contract administration.
- e. The Local Agency is responsible for any claim arising out of or related to any contract entered into by the Local Agency for work to be performed by contractor on this project. UDOT expressly rejects any liability for the project and any claims arising from the project.

IV. Local Reimbursement Invoicing Procedure:

- a. All funding from UDOT under this agreement operates on a reimbursement basis with Local Agency.
- b. The Local Agency shall review and/or approve all contractor invoices for materials, equipment and labor prior to requesting reimbursement from UDOT for work performed on project.
- c. The Local Agency shall ensure the accuracy of any invoice in both amount and relation to the project progress.
- d. Local Agency will submit project payment requests within 45 days of work completion
- e. The payment request must include a summary of incurred project expenditures, to UDOT for reimbursement at 93.23% of the incurred project costs up to \$1,700,000.00. Any costs in excess of \$1,700,000.00 will be the responsibility of the **Local Agency**.
 - i. The Local Agency will document and deduct 6.77% participation on submitted payment requests
- f. The Local Agency shall also submit attached copies of all paid invoices associated reimbursement request.
- g. Local Agency's payment requests for services performed on or before the last day of the Utah fiscal year (June 30) must be submitted no later than 30 calendar days.
- h. Local Agency will mark the final payment request for project closure.
- i. The Local Agency will send payment requests to UDOT's Project Manager, Oanh Le-Spradlin, 801-910-2008, oanhle@utah.gov, address: 2010 South 2760 West Salt Lake City Utah 84104.

V. Agreement Timeline

- a. This agreement shall be in effect from the last day executed by the parties and shall expire one year after the Project Completion Date.

VI. Unexpended Exchange Money After Project Completion:

- a. Upon project completion, any unexpended exchange balance for this project will remain with UDOT

VII. UDOT's Project Manager (PM):

- a. UDOT Project Manager will review payment requests from the **Local Agency**. Upon review the payment requests, the PM will forward any approved payment requests to the UDOT Comptroller's Office.
- b. UDOT will charge the Local Agency's project for the PM's time, including administrative charges. Charges to this project for the UDOT PM will be minimal and controlled. Such charges will be deducted from the \$1,700,000.00

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

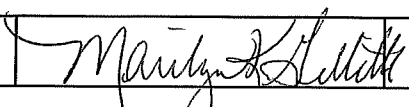
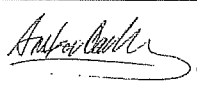

IX. This Agreement may be executed in counter parts by the parties.

X. Each party represents that it has the authority to enter into this Agreement.

XI. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect

thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Tooele County				Utah Department of Transportation			
By		Date	11/28/18	By		Digitally signed by Oanh LeSpradlin	Date
Tooele County Clerk/Auditor				Oanh, LeSpradlin, Project Manager			
By		Date	11/28/18	By		Date	
Tooele County Commissioner				Bryan Adams, Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

Rod Thompson

From: Oanh Le-spradlin <oanhle@utah.gov>
Sent: Tuesday, November 27, 2018 15:44
To: Rod Thompson; Jacob Clegg; Wade Bitner
Subject: Fwd: 13887_Mormon Trails II_Pass through agreement
Attachments: 13887_Ut_Agree_Tooele_Fed Funds Exchange for State Funds.pdf

Hi,

I am waiting on signatures from this agreement to make its way to you.

Thanks,
Oanh

----- Forwarded message -----

From: Oanh Le-spradlin <oanhle@utah.gov>
Date: Thu, Nov 15, 2018 at 9:30 AM
Subject: 13887_Mormon Trails II_Pass through agreement
To: Jan Johnson <janjohnson@utah.gov>
Cc: Donna Mcnew <dmcnew@utah.gov>

Hi Jan,

Can you please get Bryan's signature for the attached pass through agreement with Tooele County?

Thank you very much,

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A. Oanh Le-Spradlin, PE
Region Two Project Manager

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A. Oanh Le-Spradlin, PE
Region Two Project Manager