

CITY OF MOAB RESOLUTION NO. 28-2024

**A RESOLUTION OF THE CITY COUNCIL OF MOAB, APPROVING AN
INTERLOCAL COOPERATION AGREEMENT WITH GRAND COUNTY FOR JOINT
ADMINISTRATION OF GRANT FUNDS FOR THE SAFE STREETS AND ROADS FOR
ALL PROGRAM TO UPDATE AND IMPLEMENT THE 2022 UNIFIED
TRANSPORTATION MASTER PLAN**

WHEREAS, the City of Moab (“City”) and Grand County (“County”) are public agencies and political subdivisions of the State of Utah and are authorized to enter into a joint interlocal cooperation agreement pursuant to the Interlocal Cooperation Act, Utah Code Ann. 11-13-101 *et seq.*; and

WHEREAS, the City and County consider it advantageous for joint and cooperative actions, including for the purposes of implementing the 2022 Unified Transportation Master Plan (“UTMP”) through shared grant monies for Safe Streets and Roads for All Program (“SS4A Program”) and reimbursements awarded by the Federal Highway Administration (“FHWA”); and

WHEREAS, the City and County have entered into interlocal agreements from time to time as deemed necessary for roadway planning and other joint transportation needs; and

WHEREAS, the City and County desire to enter into this interlocal cooperation agreement (“Agreement”) for the purpose of utilizing the grant funding and obtaining reimbursements; and

WHEREAS, Utah Code Ann. § 11-13-202.5 requires that certain interlocal agreements be approved by resolution of the legislative body of the public agency; and

WHEREAS, the FHWA awarded direct funding to the City for \$480,000 to complete the top three prioritized roadway planning assessments, investigate cultural resources, conduct an equity analysis, review current policy and planning procedures, develop a complete streets ordinance, and engage the public; and

WHEREAS, the City, as recipient of the grant, includes the County as a collaborator in the execution and use of matched local funds towards the project’s total eligible costs of \$600,000; and

WHEREAS, the City and County acknowledge the grant requires a local contribution of 20% to the project total to obtain the maximum contribution and must each provide \$60,000 of the total \$120,000 in local funds; and

WHEREAS, the City and County shall each be responsible for 10% of consultant invoices, less eligible local costs incurred; and

WHEREAS, the City and County have determined that the faithful execution of the grant contract can best be provided through the creation of this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOAB AS FOLLOWS:

1. The Council hereby authorizes and approves the Agreement in substantially the form presented to this meeting of the Moab City Council, attached as **Exhibit A**.
2. The appropriate officials are hereby authorized and directed to sign the Agreement in substantially the form presented to this meeting of the Council.
3. If any section, clause, or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.
4. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 12 day of November, 2024.

	YES	NO	ABSTAIN	ABSENT
Member Knuteson-Boyd	<u>X</u>	___	___	___
Member Myers	<u>X</u>	___	___	___
Member Taylor	<u>X</u>	___	___	___
Member Topper	<u>X</u>	___	___	___
Member Wojciechowski	<u>X</u>	___	___	___

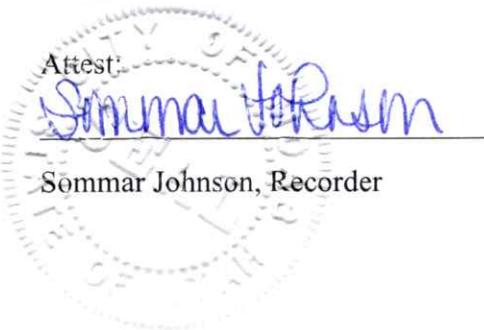


Joette Langianese, Mayor

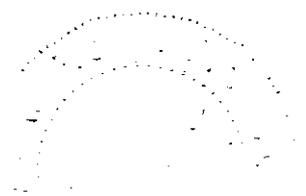
11/12/24
Date

Attest:


Sommar Johnson, Recorder



11/12/24
Date



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MOAB AND GRAND COUNTY**

Safe Streets and Roads For All Program

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between the **CITY OF MOAB**, a municipal corporation of the State of Utah (the “City”), and **GRAND COUNTY**, a body corporate and politic of the State of Utah (the “County”). The City and County may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The City and the County are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and as such, are authorized to enter into interlocal agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers on the basis of mutual advantage.

B. The City and County wish to utilize Federal grant funds through an interlocal agreement to obligate the Parties to update and supplement the 2022 Unified Transportation Master Plan (“UTMP”) by completing the top three prioritized roadway planning assessments; investigating cultural resources, conducting an equity analysis; reviewing current policy and planning procedures, developing a complete streets ordinance, and engaging the public in compliance with the Contract subject to the conditions in this agreement.

C. The City was the recipient of these funds known as the Safe Streets and Roads for All Grant Program (“Program”) for supplemental planning to action plans, administered by the Federal Highway Administration (“FHWA”), and pursuant to the Grant Contract, attached hereto as **Exhibit A** (“Contract”).

D. The County agrees to contribute to the supplemental planning effort and local match requirement; and

E. The City and County intend to define their relative duties and obligations regarding the management of the funds provided by the Program.

F. Pursuant to the Resolution adopted by the Moab City Council on November 12, 2024, the Resolution of the Grand County Commission on November __, 2024, and this Agreement, the parties agree to use these funds to complete the scope of work in **Exhibit A**.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — FUNDING REQUIREMENTS

1.1. Funding Requirements. The City and County acknowledge the Program's requirement of a local contribution of 20% to the project total of Six Hundred Thousand Dollars, \$600,000. To obtain the maximum Federal contribution of \$480,000, the Parties shall each obligate at least Sixty Thousand Dollars, \$60,000, to fulfill the required \$120,000 total in local matching contributions.

1.2. Local Match. The Parties acknowledge and agree that each shall be responsible for 10% of the cost of consultant invoices. The parties may use local costs incurred toward the project total. The eligible wages permitted are capped at \$38,640 with each party's allotment at half, totaling \$19,320. Any personnel costs incurred must be verifiable through timesheets and invoices. Any local costs incurred may include employee wages and non-consultant Project expenses.

1.3. Reimbursement Requests. On a quarterly basis, and no earlier than every 30 days, the City shall request and manage the allocation of reimbursements through the FHWA Grant Program administrator and the County. The City shall pay the consultant and submit a reimbursement request to the County for 10% of the consultant invoices, less the FHWA-reimbursed costs incurred by the County. The City may impose a 3% interest rate for late reimbursement payments.

1.4. Federal Maximum Contribution Limits. If the Federal maximum contribution of \$480,000 is exceeded, then each Party shall be responsible for 50% of the remaining consultant fees only. The City shall continue to pay the consultant on a quarterly basis, depending upon the completion of the consultant's work, and request 50% reimbursement to be paid by the County for the consultant's work. It is recognized that additional funding from either Party may necessitate legislative approval. If additional funding is not approved by either party, then one may elect to continue and bear the full cost, or the contract may be terminated pursuant to Article 3.3 of this Agreement.

1.5. Scope of Work. The Parties agree to the scope of work identified in the Contract. Any local costs incurred attributed to activities beyond the scope of work in the Contract shall be fully paid by the party that completed the work.

1.6. Administration. The City and County agree that the City shall act as the lead agency under the Contract.

1.7. Effective Date and Duration of Agreement. This Agreement shall become effective upon its approval and execution by each Party. This Agreement remains in effect until the Contract duties and obligations are satisfied or as provided in Subsection 3.2., herein, unless earlier terminated.

ARTICLE 2 — COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity

Act”). There are no indemnity obligations between these Parties. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

(b) Indemnification. Subject to the provisions of the Immunity Act, each Party agrees to indemnify and hold harmless the other, as well as the other Party’s agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs), arising out of or resulting from the conduct of this Agreement to the extent the same are caused by its own negligent or wrongful act, error or omission or those of its own officers, agents, and/or employees. Neither Party shall be required to indemnify the other Party for the negligent or wrongful acts, errors, or omissions of the other Party’s officers, agents, and/or employees.

2.2. Recordkeeping. The Parties agree to maintain their books and records in such a way that any Program funds paid or reimbursed will be shown separately in their books. Both Parties shall make its books and records available to each other and the Department of the Transportation, FHWA, upon request, within seven business days of the request.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(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 financing and budgeting of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Commission Chair and the City Mayor are hereby designated as the joint administrators for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent 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.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire upon successful grant closeout or termination.

3.3. Termination. The parties may terminate the agreement if the Federal contribution is exceeded. In the event the FHWA requires the City and County to repay any Federal funds, due to failure to complete all or part of the scope of work, the Parties will make repayment on a 50/50 basis.

3.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, or floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes.

3.5. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute 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.

3.6. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.7. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the Seventh Judicial District Court in and for Grand County, State of Utah.

3.8. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided in writing and agreed upon by both Parties.

3.9. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.10. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.11. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.12. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

GRAND COUNTY:

Jacques Hadler, Commission Chair

Date: _____

ATTEST:

Gabriel Woytek, Clerk/Auditor

Date: _____

CITY OF MOAB:

Joette Langianese, Mayor

Date: _____

ATTEST:

Sommar Johnson, Recorder

Date: _____

Reviewed as to Form:

By: _____
Grand County Attorney

Date: _____

Reviewed as to Form:

By: _____
Moab City Attorney

Date: _____