

PERRY CITY FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into as of July 13, 2023, (“Effective Date”) by and between Perry City, a municipality of the State of Utah (“City”) and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“UTA”).

RECITALS

WHEREAS, on September 20, 2022, the County Commissioners of Box Elder County unanimously approved Resolution 22-09 regarding Perry City’s funding request to use 2nd quarter sales tax (“2nd Quarter”) to partially pay for the design, construction and improvement of the Historic Orchard Pathway Connection (“Project”); and

WHEREAS, the Project will connect the Historic Orchard Pathway Trail to a future Frontrunner station at approximately 1100 South; and

WHEREAS, UTA finds that the Project is an appropriate transit-supportive use of the 2nd Quarter and will promote greater mobility and access to transportation for the residents of the community; and

WHEREAS, the Parties consider the Project to be an important component of the public transit system in Box Elder County; and

WHEREAS, UTA has agreed to dedicate \$250,000.00 from the 2nd Quarter towards the Project.

NOW THEREFORE, based on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived under this Agreement, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

AGREEMENT

1. Project. The Project refers to the design and construction of improvements to the Historic Orchard Pathway Trail that will create a connection to the future transit station site at approximately 1100 South in Brigham City, Utah (just north of the Perry City boundary), as more particularly described in the (“Design Plans”) which will be incorporated as part of Exhibit A. The City shall provide a copy of the Design Plans to UTA prior to the commencement of the Project. The City shall be responsible for the construction oversight and management of the Project along with any professional or technical services that may be required.

2. Funding. UTA agrees to contribute funds from the 2nd Quarter in an amount not-to-exceed \$250,000.00 (“Funds”) to be used and dedicated to the Project. Upon execution of this Agreement, UTA shall deposit Funds into an escrow account at the Bank of Utah from which the City may draw monies upon submittal of invoices to pay its consultants and subcontractors for

services rendered towards Project. If the amount of an invoice is disputed, UTA shall notify City and the parties will work in good faith to resolve the dispute. The Project's total cost is unknown at this time and the parties recognize that the Funds will not be sufficient to complete Project. The City will seek other funding sources, such as local or state, in order to ensure the Project is completed successfully.

3. Term. This Agreement shall commence on the Effective Date and terminate at the expiration of five years, or upon completion of Project, whichever occurs first. Funds remaining in escrow account, if any, upon termination of this agreement shall revert to UTA.

4. Budgeting and Accounting. UTA may track, as needed, expenditures from the escrow account at the Bank of Utah to ensure the funds are expended on this Project, and for accounting and auditing purposes.

5. Amendments. Any change in this Agreement shall be mutually agreed upon by the City and the UTA and shall be set forth in a written amendment to this Agreement.

6. Subconsultant Agreements. All the services required hereunder for the design and construction of Project will be performed by City or under its supervision. All personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

7. Notices. All notices under this Agreement shall be sent to the following address:

City: Perry City
City Administrator
3005 South 1200 West
Perry, UT 84302

UTA: Utah Transit Authority
Finance Department
669 West 200 South
Salt Lake City, Utah 84101

8. Governmental Immunity. UTA and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

9. No Third-Party Beneficiaries. The parties agree that the terms herein and all rights relating to the subject matter thereof shall be strictly reserved to the parties, and nothing contained in this Agreement shall give any claim or right to any other third party.

10. Jurisdiction. This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah.

11. Entire Agreement. This Agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, on the subject matter of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and electronic signatures shall be binding as if signed in person, and all such counterparts together shall constitute one and the same Agreement.

13. Condition Precedent. Pursuant to Utah Code §17B-2a-808.1(2)(u), this Agreement is subject to the approval of, and is not effective until it has been approved by, the Board of Trustees of UTA.

(Signatures on Following Page)

IN WITNESS WHEREFORE, the City and the UTA have executed this agreement to be effective as of the Effective Date.

UTAH TRANSIT AUTHORITY, a Large Public Transit
District under the laws of the State of Utah

JAY FOX
Executive Director

VIOLA MILLER
Chief Financial Officer

Approved as to Form:

Michael L Bell

Digitally signed by Michael L Bell
Date: 2023.06.23 09:23:10 -06'00'

LEGAL COUNSEL

PERRY CITY, a municipality of the State of Utah

MAYOR

Approved as to Form:

CITY ATTORNEY

Attest:

RECORDER/CLERK

EXHIBIT A

Design Plans for Historic Orchard Pathway Connector