

PASS THROUGH FUNDS AGREEMENT

This PASS THROUGH FUNDS AGREEMENT ("Agreement") is entered into between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah and Salt Lake County ("County"), a political subdivision of the State of Utah.

RECITALS

Whereas, the 2019 S.B. 268, lines 367 to 368, allocates a total of \$500,000 to the County.

Whereas, Utah Code Section 63J-1-220(2) mandates that the state agency, UDOT, not provide the County with state pass through funding unless an agreement is executed. In addition, the agreement must require the County provide a written description and itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent and a final written itemized report when all the state money is spent; and

Whereas, this Agreement is written to comply with Utah Code Section 63J-1-220(2).

AGREEMENT

The parties agree as follows:

1. By May 31, 2019 and for 2018-2019 fiscal year only, UDOT will transfer \$500,000 for highway improvements to 2650 South from 7200 West to 8000 West to the County. UDOT will only transfer the funds after it has verified that the amount required under Subsection 72-2-121(4)(c) is available in the funds and after the transfer under Subsection (4)(e), the payment under subsection (4)(f), and the transfers under Subsections 4(j) through (l) have been made.

2. Upon spending all the state money, the County will provide UDOT with a final written itemized report detailing where the money has been spent. If the money is not spent in FY 2018-19, the County will provide a written description and an itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent.

3. The County will only spend the money for the purposes as directed in paragraph one.

4. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement at the request of the other party.

5. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

6. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

7. Each party represents that it has the authority to enter into this Agreement and the Agreement may be signed in counterparts.

SALT LAKE COUNTY

By: _____
Title: _____
Date: _____

Approved as to form:


Jason Rose Digitally signed by Jason Rose
Date: 2019.06.17 14:10:27
-06'00'

Jason Rose, Senior Attorney

ATTEST

Salt Lake County Clerk

UTAH DEPARTMENT OF TRANSPORTATION

By:  _____
Title: Executive Director
Date: Jun 18, 2019