

MEMORANDUM OF AGREEMENT
TRANSPORTATION ALTERNATIVES PROGRAM
FY25 HWY 33 PATHWAY CONSTRUCTION (ITD KEY NO. 23894)

WITNESSETH:

City of Driggs, Idaho (the "City of Driggs") and Teton County, Idaho ("Teton County") hereby enter into this MEMORANDUM OF AGREEMENT ("MOA") to be effective as of the 6 day of August, 2024 (the "Effective Date).

WHEREAS, Teton County has entered into a State-Local Agreement with the Idaho Transportation Department to receive reimbursement of up to \$495,731.00 ("County Award Amount") in federal Transportation Alternatives Program (TAP) funding, including an estimated \$440,135.00 for construction of ITD Project No. A023(894) Hwy 33 Multi-Modal Pathway ("County Project"); and

WHEREAS, City of Driggs has received an award of \$497,306.00 in federal TAP funding, including an estimated \$440,135.00 for construction of the Driggs SH33 Pathway Extension project ("City Project"), which will physically connect to the County Project; and

WHEREAS, the Local Highway Technical Advisory Council (LHTAC), which administers TAP funding, has approved construction drawings for the County Project and City Project and recommends that the two projects be combined for bidding and construction efficiencies, with a single party designated to administer both projects, including administration of bidding, contracting, payments, reporting and reimbursement; and

WHEREAS, City of Driggs and Teton County ("the Parties") find it to be in the best interest of the community to cooperate for the purposes of implementing their respective TAP projects together as a "Joint Project", as authorized under Idaho Code § 67-2328(t)-(d); and

WHEREAS, City of Driggs is willing and able to perform all required project administration duties for the Parties pursuant to Idaho Code § 67-2328(d)(1);

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties hereto agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. General Grant Administration and Compliance with Funding Rules.

City of Driggs will provide general administration of the Joint Project in compliance with all requirements and procedures outlined in the Transportation Alternatives Program Manual published by the Idaho Transportation Department.

B. Bidding.

City of Driggs will advertise the Joint Project for construction bids between January 1 and March 1, 2025, utilizing a bid schedule approved by LHTAC City of Driggs Public Works Director, and Teton County Public Works Director. Said bid schedule will contain a clear separation of all bid items under City Construction Cost and County Construction Cost as well as the combined cost total.

C. Construction Contract.

Upon acceptance of the lowest qualified bid, which shall be the bid that offers the lowest sum of City Construction Cost plus County Construction Cost, and authorization of the separate resulting construction contract expenses by City of Driggs City Council and Teton County Board of County Commissioners, City of Driggs will issue a Notice of Award to the firm having submitted the lowest qualified bid, and will execute a construction contract for the Joint Project.

D. Construction Engineering & Inspection Contract.

City of Driggs Public Works Director and Teton County Public Works Directors will coordinate with LHTAC on the selection of a contractor to perform construction engineering and inspection (CEI) services on the Joint Project. Upon written approval of the CEI services contract by LHTAC, City of Driggs City Council and Teton County Board of County Commissioners, the City of Driggs will execute the CEI contract.

The CEI contract expense will be shared by City of Driggs and Teton County in the same ratio as in the accepted construction bid schedule. The CEI contract expenses will be eligible for TAP funding reimbursement at 92.66%, up to the total federal award amount.

E. Contractor Payments and Invoicing for County Share.

City of Driggs shall submit each construction or CEI Services payment application, showing the amount due for the County Project ("County Share"), to the Teton County Public Works Director for review.

Upon receiving approval signatures from both the City of Driggs Public Works Director and Teton County Public Works Director for a payment application, City of Driggs will process the application for payment and pay 100% of the approved amount due.

City of Driggs will invoice Teton County for 7.34% of the County Share of each approved pay application, which Teton County agrees to pay.

City of Driggs will track TAP funding balances by City Project and County Project and if any such balance reaches \$0 for either Party, then said Party will be responsible for paying 100% of their share of the Joint Project costs and have no further obligation to pay more for the Joint Project. The Parties will then determine how and what extent to continue with the Joint Project.

F. Change Orders.

City of Driggs and Teton County shall each have complete and individual control over approval of any construction contract change orders within their respective project boundaries, which will be defined on the construction drawings. All change orders must be approved in writing. If a change order is approved by either the City of Driggs or Teton County, the City of Driggs will execute the construction contract change order. If a proposed change affects both City Project and County Project, a change order will be executed only upon approval by both the City of Driggs and Teton County, with the changes to the City Construction Cost and County Construction Cost being clearly separated based on the project boundaries.

G. Project Acceptance.

The City of Driggs Public Works Director and Teton County Public Works Director shall each be responsible for acceptance of their respective portions of the Joint Project, which includes communication with the CEI services contractor in preparation for the certificate of substantial completion, identification of punch list items to be completed for final acceptance, and ultimately provision of a final letter of acceptance once punch list items are resolved.

H. Reimbursement, Reporting and Closeout.

The City of Driggs will submit one or more reimbursement requests to LHTAC requesting reimbursement of 92.66% of payments made on the construction and CEI services contracts, up to the maximum amount of awarded federal funding. City of Driggs will retain 100% of reimbursement payments. City of Driggs will conduct regular assessments with the selected contractor about what materials have been purchased in furtherance of the joint project, how and where those materials are stored, and their intended purpose. City of Driggs shall report findings or concerns to Teton County.

Upon completion of the Joint Project, the City of Driggs will prepare and submit the required project reporting to close out the Joint Project with respect to the TAP funding, ensuring all requirements have been met. City of Driggs will maintain all records for the Joint Project for at least three years from the date of final acceptance.

City of Driggs and Teton County will be responsible for maintaining their respective project improvements to the satisfaction of the State, as noted in the executed State-Local Agreement.

II. TERM

The term of this MOA shall be from the Effective Date hereof through September 30, 2025, and may be extended by up to 90 days by the written agreement of both City of Driggs and Teton County.

III. MODIFICATION OF THIS AGREEMENT

This Agreement may be modified only by written amendment signed by both Parties, acting in their separate capacities.

IV. NOTICES

Any formal notice, demand or request provided for in this MOA shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid to:

City of Driggs
c/o City Clerk
PO Box 48
Driggs, ID 83422

Board of County Commissioners
150 Courthouse Drive
Driggs, ID 83422

V. TERMINATION

Either party May terminate this Agreement upon 30 days of written notice to the other Party. Upon such termination, either party may elect to continue with the project within their own project boundaries, as established in this agreement. City of Driggs agrees to fully cooperate with any post-termination request from Teton County for information pertaining to the joint project and managed by City of Driggs as administrator of the joint project.

In the event of a material breach of this Agreement, the non-breaching Party shall send written notice to the breaching party of the violation. The breaching party shall have fourteen (14) calendar days from the date the notice was sent to remedy the breach. In the event the breaching Party does not remedy the breach in the given time, this Agreement shall immediately terminate. If an action is brought in a court of competent jurisdiction to enforce any provision of this Agreement or to recover damages from breach, the prevailing party will be entitled to its reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


BOARD OF COUNTY COMMISSIONERS, TETON COUNTY IDAHO

Cynthia J. Riegel
Board Chair

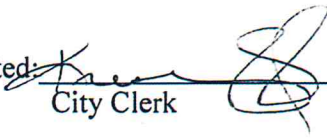
Attested: 7/31/24

By 

THE CITY OF DRIGGS, IDAHO



Mayor Council President

Attested: 

City Clerk