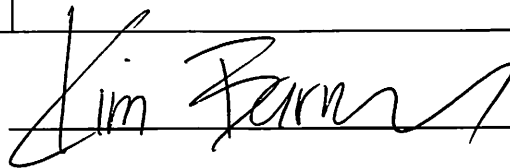


Mayor's Office: Council Agenda Item Request Form
This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
--------------------------------------	--

Date of Request	Wednesday, April 4, 2018
Requesting Staff Member	Helen Peters
Requested Council Date	Tuesday, April 10 th
Topic/Discussion Title	Updated Interlocal Cooperation Agreement with UTA for double tracking of the Sugar House Street Car for final terms for construction.
Description	The County approved previously an agreement for 4.5 million that anticipated an additional agreement with UTA with additional details and an escrow agreement that will facilitate UTA's construction of double tracking of the Sugar House Street Car between 300 East and 500 East in South Salt Lake. Project is designed and ready to go to bid and this is the final piece needed to move forward. Operational funding for the first three (3) years is also included that will enable the Sugar House Street Car to operate with 15-minute headways.
Requested Action¹	Consent
Presenter(s)	Helen Peters or Carlton Christensen, if needed.
Time Needed²	None
Time Sensitive³	Yes
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Attachments: Interlocal Agreement and Escrow Agreement

Mayor or Designee approval: _____



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH TRANSIT AUTHORITY (UTA) PROVIDING FOR THE CONTRIBUTION OF UP TO \$4,500,000 OF COUNTY TRANSPORTATION FUNDS TO UTA FOR A TRANSPORTATION PROJECT

WITNESSETH

WHEREAS, Salt Lake County (the “County”) and the Utah Transit Authority (UTA) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter “County Transportation Funds”); and

WHEREAS, the County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121, UTAH CODE ANN. and other applicable law; and

WHEREAS, the County and UTA now desire to enter into the interlocal cooperation agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) providing for the contribution of up to Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000) of County Transportation Funds to UTA for the project described in the Interlocal Agreement;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the Utah Transit Authority is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2018.

Aimee Winder Newton, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____
Council Member Wilson	_____

APPROVED AS TO FORM:

Melanie
Mitchell

Digitally signed by Melanie Mitchell
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Melanie Mitchell,
email=MMitchell@slco.org
Date: 2018.03.29 09:02:10 -06'00'

Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County and Utah Transit Authority

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

UTAH TRANSIT AUTHORITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and the **UTAH TRANSIT AUTHORITY**, a public transit district and political subdivision of the State of Utah (“UTA”). The County and UTA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and UTA are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 *et seq.*, to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter “County Transportation Funds”).

C. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

D. The County and UTA now desire to enter into this Agreement providing for the transfer of up to Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds to UTA to fund certain costs that are: (i) incurred by UTA to construct and implement double tracking of the Sugar House Streetcar between 300 East and 500 East in the City of South Salt Lake to enable 15 minute headways (hereinafter the “Project”); (ii) incurred by UTA to operate the Streetcar Double Tracking during the first three years of operation; and (iii) consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code.

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 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in Recital B above.
- (b) **Escrow Account:** An escrow account at a bank or other financial institution mutually agreed upon by the Parties, subject to an Escrow Agreement, that allows UTA to make withdrawals from the account to cover Reimbursable Project Costs once the conditions and documentation requirements contained in this Agreement and set forth by the County upon establishment of the account have been satisfied.
- (c) **Escrow Agent:** A bank or other financial institution mutually agreed upon by the Parties that manages the Escrow Account.
- (d) **Escrow Agreement:** An escrow agreement mutually agreed upon by the Parties that governs the Parties' withdrawals from the Escrow Account.
- (e) **Event of Default:** As defined in Section 6.1 below.
- (f) **Event of Force Majeure:** As defined in Section 7.4 below.
- (g) **Maximum Reimbursable Amount:** The amount specified in Section 2.1 below.
- (h) **Project:** As defined in Recital D above.
- (i) **Project Schedule and Budget:** As defined in Section 4.1(a) below.
- (j) **Project Element.** A discrete portion of the Project.
- (k) **Reimbursable Project Costs:** Costs incurred by UTA during the Reimbursement Term to: (1) construct and implement the Project and (2) operate the Project during the first three years of operation, so long as such costs are contemplated by UTA's Project Schedule and Budget and consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code.
- (l) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date UTA has withdrawn, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is

terminated, or (iii) June 30, 2020

(m) Request for Withdrawal: A statement from UTA, substantially in the form attached hereto as **Exhibit A**, requesting an amount of Transportation Funds to be disbursed to UTA from the Escrow Account for payment of Reimbursable Project Costs.

(n) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*

(o) Transportation Funds: As defined in Section 2.1 below.

(p) Withdrawal: A withdrawal made by UTA from the Escrow Account.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. Within ninety (90) days of the Effective Date of this Agreement, the County shall deposit Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds (hereinafter "Transportation Funds") into the Escrow Account. During the Reimbursement Term, the County shall permit UTA to withdraw Transportation Funds from the Escrow Account to reimburse UTA for Reimbursable Project Costs, up to a maximum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) (the "Maximum Reimbursable Amount"), all on the terms and subject to the conditions of this Agreement. The Parties agree that, once the double tracking is implemented, if UTA ever elects not to run 15 minute headways on the Sugar House Streetcar Line during the first three years of operation, then UTA will reimburse the County the amount of Transportation Funds withdrawn and expended by UTA for operation of the Streetcar Double Tracking (the total amount of which the Parties stipulate to be \$500,000), prorated to reflect the date of such election.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. UTA's Representations and Warranties. UTA hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to UTA from the Escrow Account under this Agreement will be used by UTA: (1) solely to reimburse or pay UTA for costs actually incurred by UTA to construct and implement the Project and operate the Project during the first three years of operation; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of UTA under this Agreement.

(c) Information. To the best of UTA's knowledge, any information furnished to the County by UTA under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any

material fact and do not omit any material fact.

(d) Relationship of County and UTA. The County is not acting as a lender to UTA. The County has no fiduciary or other special relationship with UTA and therefore no fiduciary obligations are created by this Agreement or are owed to UTA or any third parties.

(e) Permission to Construct and Implement Project. UTA has received or will receive all necessary permits and permission from the City of South Salt Lake to construct and implement the Project.

(f) Effect of Request for Withdrawal. Each Request for Withdrawal shall constitute a representation and warranty that the information set forth in such Request for Withdrawal is true and correct.

3.2. UTA's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, UTA represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is made to UTA under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, UTA agrees that it will independently determine whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is sought by and made to UTA under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code, and UTA agrees that it will not rely on the County's review or acceptance of UTA's Project Schedule and Budget or any Request for Withdrawal in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Commencement of Withdrawal of Transportation Funds. The County shall not be required to deposit Transportation Funds into the Escrow Account, and UTA shall not be permitted to commence withdrawal of Transportation Funds from the Escrow Account for Reimbursable Project Costs, unless and until the following conditions have been satisfied:

(a) UTA Funding Requirement. UTA has provided to the County evidence and assurances that it has funded or will cause to be funded all but four million five hundred thousand dollars (\$4,500,000) of the total cost of the Project (the "UTA's Funding Assurance"). As of the Effective Date of this Agreement, the Parties anticipate that the total cost of the Project will amount to be five million nine hundred thousand dollars (\$5,900,000), and therefore that UTA's share of the total cost of the Project will amount be one million nine hundred thousand dollars (\$1,900,000), as shown in the Project Schedule and Budget (defined below).

(b) Project Schedule and Budget. UTA has prepared and submitted to the County a document outlining UTA's proposed schedule and budget for construction,

implementation, and operation of the Project for which UTA will seek reimbursement for Reimbursable Project Costs from the County under this Agreement (the “Project Schedule and Budget”).

(c) Concept-Level Design. UTA has submitted to the County the concept-level design drawings (the “Design Drawings”) that will be submitted to the turnkey contractor for the Project.

(d) General Approval of the Project Schedule and Budget. Following receipt of UTA’s Funding Assurance, Project Schedule and Budget, and Design Drawings, the Mayor of the County (or his/her designee) has determined, in his/her sole discretion and in writing, that: (1) UTA has provided adequate evidence and assurances that it has funded or will cause to be funded all but four million five hundred thousand dollars (\$4,500,000) of the total cost of the Project; (2) the Project Schedule and Budget is acceptable and will adequately address transportation needs within Salt Lake County; and (3) the Design Drawings demonstrate an acceptable Project that will adequately address transportation needs within Salt Lake County.

4.2. Conditions for Each Withdrawal of Transportation Funds. UTA shall not be permitted to withdraw Transportation Funds from the Escrow Account for Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Withdrawal.

(1) UTA has furnished to the County, for each and every withdrawal relating to construction expenses:

(i) A Request for Withdrawal; and

(ii) Invoices for any Reimbursable Project Cost incurred by UTA for which UTA is seeking reimbursement or payment from the Escrow Account pursuant to the Request for Withdrawal; and

(iii) A description of the work completed with respect to the Reimbursable Project Cost and certification that such work has been completed.

(2) UTA has furnished to the County, for each and every withdrawal relating to operating expenses:

(i) An affirmation that the streetcar double tracking is operational, that 15 minute headways have commenced, and that UTA has started accepting fee paying passengers for such headways; and

(ii) A letter indicating the amount that UTA would like to withdraw from the Escrow Account for operating expenses, which may be for all amounts remaining in the Escrow Account once all withdraws for construction expenses have been made.

(b) No Objection from County. Within ten (10) business days of the County's receipt of the documents described in Section 4.2(a), the County has not objected to or denied the requested withdraw of Transportation Funds from the Escrow Account for Reimbursable Project Costs. The County agrees that it will only make an objection or denial of a withdrawal request if it has a reasonable basis for concluding that UTA has not complied with the terms of this Agreement or Escrow Agreement (including, without limitation, by failing to provide the County with all documentation required in Section 4.2(a) above).

(c) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(d) Warranties and Representations True. All warranties and representations made by UTA in this Agreement have remained true and correct and all warranties and representations made by UTA in the Request for Withdrawal are true and correct.

4.3. Withdrawals.

(a) In General. For any and all desired withdrawals of Transportation Funds, UTA shall submit a Request for Withdrawal directly to the County and to the Escrow Agent. UTA shall also submit to the Escrow Agent any documentation required to be submitted to the Escrow Agency by the Escrow Agreement.

(b) Amount of Withdrawal. Subject to compliance with the terms and conditions of this Agreement and the Escrow Agreement, UTA may withdraw the amount of Transportation Funds requested by UTA in a Request for Withdrawal for Reimbursable Project Costs, but in no event shall UTA withdraw more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term.

(c) Allowable Period for Withdrawals. UTA may not withdraw Transportation Funds from the Escrow Account after expiration of the Reimbursement Term.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the withdrawal of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require UTA, as to future Requests for Withdrawal, to comply with all such applicable conditions and requirements under this Agreement.

(e) UTA Solely Responsible for Project. The County will not be responsible in any manner to UTA or any third party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to UTA to reimburse or pay for Reimbursable Project Costs, notwithstanding the County's review and approval of the Project Schedule and Budget and UTA's Requests for Withdrawal under this Agreement.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Liability and Indemnification. UTA agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) any bodily injury and property damage arising out of the negligent acts or omissions of UTA, or its agents, representatives, officers, employees, or contractors in connection with the performance of this Agreement; or (ii) any use of the Transportation Funds that is not authorized by this Agreement or that is in any event determined to be outside the permitted scope of Subsection 72-2-121 of the Transportation Code. UTA agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. UTA further agrees that UTA’s indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. UTA agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on UTA’s books. UTA shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. UTA shall make its books and records available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. UTA shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. UTA shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. UTA Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Failure of UTA to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by UTA on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period

as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days, but in no event shall the cure period be longer than 180 days) commencing upon the County's written notice to UTA of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, provide the Escrow Agent with a written certificate that UTA has defaulted with respect to this Agreement, such certificate directing the Escrow Agent to invoke one or more of the following default remedies on behalf of the County concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Prohibit further withdrawal of Transportation Funds to UTA from the Escrow Account; and/or
- (b) Reduce the amount of any future withdrawal of Transportation Funds to UTA by the amount incurred by the County to cure such default; and/or
- (c) Withdraw from the Escrow Account the amount incurred by the County to cure such default and reduce the Maximum Reimbursable Amount by such amount; and/or
- (d) Terminate this Agreement; and/or
- (e) If this Agreement is terminated, withdraw all remaining amounts from the Escrow Account for use by the County for other projects as the County deems appropriate.

ARTICLE 7 - MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the President/CEO of UTA are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and UTA, including the adoption of any necessary resolutions or ordinances by the County and UTA authorizing the execution of this Agreement by the appropriate person or persons for the County and UTA, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the Escrow Agent has not disbursed to UTA the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be disbursed from the Escrow Account to the County and used by the County for other projects as the County deems appropriate.

7.3. Future Appropriations. The County has appropriated the County Transportation Funds for the current fiscal year.

7.4. 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 UTA that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of three hundred sixty (360) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to UTA.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: County Mayor
2001 South State, N2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 E 500 South
Salt Lake City, Utah 84111

If to UTA: Utah Transit Authority
Capital Development Department
669 West 200 South
Salt Lake City, Utah 84111

With a copy to: Utah Transit Authority
General Counsel's Office
669 West 200 South
Salt Lake City, Utah 84111

7.6. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

7.7. 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; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

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

7.9. 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 District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that UTA's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to UTA. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of UTA 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. UTA and the 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.

7.12. 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.

7.13. 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.

7.14. 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.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Carlton J. Christensen
Carlton J. Christensen
Department Director

Dated: April 4, 20 18

Approved as to Form and Legality:

By Melanie Mitchell
Deputy District Attorney

Digitally signed by Melanie Mitchell
DN: dc=org, dc=sicoounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell, email=MMitchell@sico.org
Date: 2018.03.29 08:42:16 -06'00'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR UTA

UTAH TRANSIT AUTHORITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

UTA ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A

Request for Withdrawal Form

REQUEST FOR WITHDRAWAL

To: Escrow Agent, with copy to Salt Lake County

Re: Utah Transit Authority – Interlocal Agreement for Transportation Funds (DA Log No. 17-09303)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and UTA (“UTA”) (DA Log No. 17-09303). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been incurred by UTA and are reimbursable or payable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money deposited by the County into the Escrow Account.
4. Invoices for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon UTA any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement or payment is requested under this Request for Withdrawal has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. All Reimbursable Project Costs for which reimbursement or payment is requested under this Request for Withdrawal is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code and in accordance with other applicable federal, state and local laws, rules and regulations.
8. UTA is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

9. All of UTA's representations set forth in the Agreement remain true and correct as of the date hereof.

10. UTA acknowledges and agrees that the County's review and approval of this Request for Withdrawal will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, UTA agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

UTAH TRANSIT AUTHORITY

By: _____

Name: _____

Title: _____

Denied for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”) is made and entered into as of this ___ day of March 2018, by and among UTAH TRANSIT AUTHORITY (“UTA”), SALT LAKE COUNTY (“SLCO”) and Z.B., National Association, dba Zions Bank, as “Escrow Agent.”

UTA, SLCO and Escrow Agent agree as follows:

- 1. Purpose.** The intent of this Agreement is to establish the terms and conditions pursuant to which the Escrow Agent will disburse \$4,500,000 in SLCO funding (the “Escrow Property”), as identified in Exhibit A, to UTA to fund a portion of the design, construction and operating costs relative to the Sugarhouse Streetcar Double Tracking Project (the “Project”).
- 2. Express Duties.** This Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. There are no additional written or unwritten oral agreements between or among the parties that would modify the Escrow Agent’s obligations. This Agreement constitutes the entire agreement between the Escrow Agent and the other parties hereto in connection with the subject matter of this escrow. The Escrow Agent shall have no duty to know or determine the performance or nonperformance of any provision of any separate agreement between or among the other parties hereto, and no other agreement shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be referred to herein or deposited with Escrow Agent or the Escrow Agent may have knowledge thereof, and Escrow Agent’s rights and responsibilities shall be governed solely by this Agreement.
- 3. Depository.** The Escrow Agent acts hereunder as a depository only. Escrow Agent’s obligations are limited solely to processing requests for withdrawals of Escrow Property (“Withdrawal Requests”) in accordance with the specific instructions set forth in Exhibit B. With regard to such obligations, Escrow Agent is not responsible or liable for verifying the accuracy, sufficiency, genuineness or validity of any matters set forth in documentation provided to the Escrow Agent. This Agreement shall not be deemed to create a fiduciary relationship between the parties hereto under state or federal law.
- 4. Notice.** Other than as specifically set forth herein, the Escrow Agent shall not be required to take or be bound by any notice or to take any action unless the Escrow Agent is indemnified in a manner satisfactory to it against any expense or liability. Except as otherwise provided in this Agreement, any notice, request for consent, report or other communication required or desired to be given by the Escrow Agent or the other parties to this Agreement shall be in writing and shall be deemed to have been given when delivered in person or by electronic transmission or mailing the same, postage prepaid, to such party at the address noted on the signature page and notice so mailed shall for all purposes hereof be as effective as though served upon such party in person at the time received. It shall be the responsibility of the Escrow Agent and each of the other parties to notify each other in writing of any name, address or facsimile number change.

5. **Reliance.** The Escrow Agent may rely upon any Withdrawal Request submitted on behalf of UTA by UTA's project controls manager, Gregg Larsen (glarsen@rideuta.com) or UTA's assistant comptroller, Bryan Steele (bsteele@rideuta.com). The Escrow Agent may rely upon any objection submitted to a Withdrawal Request which purports to be made by or on behalf of SLCO. The Escrow Agent shall be entitled to rely upon any other notice, request, waiver, consent, receipt or other instruction received by either party if such notice, request, waiver, consent, receipt or other instruction is provided or purported to be provided by the following: (i) with respect to UTA, UTA's project manager, E. Gregory Thorpe (gthorpe@rideuta.com) or UTA's senior program manager, Grey Turner (gturner@rideuta.com); and with respect to SLCO, the then-current Director of SLCO's Department of Transportation, Housing and Economic Development, which currently, as of the date of this Agreement, is Carlton J. Christensen (CJChristensen@slco.org). Specimen signatures for the above-described representatives are included in the attached Exhibit E.

6. **Limitations of Liability.** The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which the Escrow Agent may do or refrain from doing in connection herewith, including upon advice of counsel, except for its own willful misconduct or gross negligence. Escrow Agent may consult with legal counsel at the joint and several cost and expense of the undersigned (other than Escrow Agent) in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the advice of such counsel.

7. **Authority for Agreement.** Each party represents and warrants that it has full power and authority to enter into this Agreement and has taken all action necessary, corporate or otherwise, to carry out the transaction contemplated hereby so that when executed this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

8. **Escrow Property.** No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the Escrow Property shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident to such transfer of interest shall have been paid.

9. **Terms of Agreement.** The terms of this Agreement may be altered, amended, modified or revoked by writing only, signed by all of the parties hereto or their successors or assigns, and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident hereto.

10. **Compensation.** In consideration for the Escrow Agent's agreement to perform the services set forth in this Agreement, UTA agrees to pay the fees and charges of the Escrow Agent as set forth in Exhibit C, each year in advance, upon the commencement of the escrow and thereafter on each anniversary date hereof without proration. All fees charged shall be paid by UTA. In addition to the escrow fee agreed upon, the other parties to this Agreement jointly and severally agree to pay the Escrow Agent's costs and expenses including reasonable attorneys' fees in the event of any dispute or litigation threatened or commenced which requires the Escrow Agent in its opinion to refer such matter to its attorneys. Escrow Agent will incur no liability for any delay reasonably required to obtain such advice of counsel. The Escrow Agent shall have a

first lien on the Escrow Property held by it hereunder for its compensation and any costs or expense incurred.

11. **Indemnification.** The parties to this Agreement (other than Escrow Agent) hereby agree to indemnify and hold Escrow Agent, its affiliates and their directors, officers, employees, successors, assigns, attorneys and agents (each an "Indemnified Party") harmless from all losses, costs, claims, demands, actions, proceedings, judgments, court costs, payments, expenses, damages, penalties, counsel's fees, and all liabilities whatsoever suffered or incurred by any Indemnified Party or Escrow Agent as a result of anything which it may do or refrain from doing in connection with this Agreement or any litigation or cause of action arising from or in conjunction with this Agreement or involving the subject matter hereof or Escrow Funds or monies deposited hereunder or for any interest upon any such monies, including, without limitation, arising out of the negligence of Escrow Agent; provided that the foregoing indemnification shall not extend to the gross negligence or willful misconduct of Escrow Agent. This indemnity shall include, but not be limited to, all costs incurred in conjunction with any interpleader which the Escrow Agent may initiate relating to this Agreement.

12. **Termination.** This Agreement shall terminate upon the first to occur of any of the following events: (a) when the Escrow Agent has released all Escrow Property from the Escrow Account in accordance with the provisions contained in Exhibit B attached hereto and incorporated herein by reference, or (b) June 30, 2020, in which case the Escrow Agent shall deliver the remaining Escrow Property as directed by SLCO.

13. **Resignation of Escrow Agent.** The Escrow Agent may resign at any time by giving written notice by Certified Mail, Return Receipt Requested to all of the parties hereto to be effective thirty days after such notice has been deposited into the U.S. Mail. If a successor agent has not been appointed within thirty days after such notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent. Costs of such petition, including reasonable attorneys' fees, shall be borne by jointly and severally by the other parties to the Agreement or may be assessed by the resigning Escrow Agent against the Escrow Property. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent. The successor Escrow Agent shall execute and deliver to the Escrow Agent an instrument accepting such appointment, and the successor Escrow Agent shall, without further acts, be vested with all the estates, property rights, powers and duties of the predecessor Escrow Agent as if originally named as Escrow Agent herein. The Escrow Agent shall act in accordance with written instructions from the other parties to this Agreement as to the transfer of the Escrow Fund to a successor escrow agent.

14. **Applicable Law.** Applicable laws shall inure to and be binding upon the parties and their respective successors, heirs and assigns. All representations, covenants and indemnification contained in herein shall survive the termination of this Agreement.

(a) This agreement shall be constructed and construed in accordance with the laws of the State of Utah.

(b) Escrow Agent hereby notifies the other parties hereto that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 the "Act"), it is required to obtain, verify and record information that identifies the other parties hereto, which information includes the name and address of the other parties hereto and other information that will allow Escrow Agent to identify the other parties hereto in accordance with the Act.

(c) The other parties agree to provide the Escrow Agent with certified tax identification numbers for each of them by furnishing appropriate forms W-9 (or Forms W-8, in the case of non-U.S. persons) and any other forms and documents that the Escrow Agent may reasonably request. The parties hereto understand that, if such tax reporting documentation is not so furnished to the Escrow Agent, the Escrow Agent shall be required by the Internal Revenue Code to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement, and to immediately remit such withholding to the Internal Revenue Service. Any interest or income earned on the Fund shall be reportable on Form 1099 by the Escrow Agent to tax identification number 87-0284459 in the name of UTA and such party agrees to provide Escrow Agent with a Form W-9 or W-8 as appropriate.

15. **Investments.** The Escrow Agent shall invest the Escrow Property as indicated in Exhibit B. The Escrow Agent shall not be responsible or liable for any diminution of principal, interest, or penalty on any investments of the Escrow Property made pursuant to the terms of this Agreement.

16. **Conflicts.** If a conflict arises between the instructions set forth in Exhibit B ("Specific Instructions") and the terms set forth herein, then the terms set forth in the Specific Instructions shall rule.

17. **Miscellaneous.**

(a) If any provision of this Agreement is illegal, inoperative or unenforceable, that shall not affect any other provision herein.

(b) Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received.

(c) Escrow Agent shall send monthly statements to the undersigned of all activity and transactions processed for the escrow account and the undersigned (except Escrow Agent) hereby agree to waive their right to receive trade confirmations as they occur.

18. **Construction.** Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this the Agreement. Titles and headings in this Agreement are intended for convenience or reference and shall not affect the interpretation of any of the

provisions hereof. All facsimile signature(s) to this agreement is as valid and effective for all purposes as an original signature.

19. **Force Majeure.** Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.

20. **Counterparts.** This Agreement may be executed in one or more counterparts in which event all of said counterparts shall be deemed to constitute one original of this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

IN WITNESS WHEREOF the undersigned have hereto affixed their signatures and hereby adopt as a part of this Agreement Exhibits A, B, C and D hereto attached.

UTAH TRANSIT AUTHORITY

ESCROW AGENT

Signature

Signature

Name: E. Gregory Thorpe
(GThorpe@rideuta.com)

Name: Verena Critser
(Verena.Critser@zionsbancorp.com)

Title: Project Manager

Title: Trust Officer

Address:
One South Main Street, 12th Floor
Salt Lake City, UT 84133-1109

Signature

SALT LAKE COUNTY

Name: Grey Turner
(gturner@rideuta.com)

Signature

Title: Senior Program Manager Engineering
and Project Delivery

Name: Mayor Ben McAdams or Designee
Email Address

Address:
669 West 200 South
Salt Lake City, UT 84101

Title: County Mayor or Designee

Approved as to form:

Address:
2001 South State, Suite S2-100
Salt Lake City, Utah 84190

UTA Legal Counsel

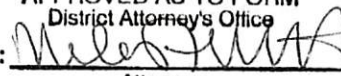
APPROVED AS TO FORM
District Attorney's Office
By: 
Attorney
MELANIE F. MITCHELL
Date: 28 March 2018

EXHIBIT A

("Escrow Property")

Cash deposit provided by SLCO in the initial, aggregate amount of \$4,500,000, and any interest earnings thereon

EXHIBIT B

(“Specific Instructions”)

Purpose: SLCO has agreed to fund up to \$4,500,000 in design, construction and operating costs for the Sugarhouse Streetcar Double Tracking Project (the “Project”). The purpose of this account is to allow UTA to make monthly progress payments to its design-build contractor and, upon substantial completion of the Project and UTA’s commencement of enhanced service on the Sugarhouse S-Line (which is the objective of the Project), to make one or more drawdowns of remaining funding to pay UTA for operating costs associated with enhanced service on the S-Line.

Disbursements: Upon award of the design-build contract, UTA will make periodic drawdowns of the Escrow Property to pay (or reimburse itself) costs incurred under the design-build contract. In conjunction with proposed drawdown, UTA will submit to the Escrow Agent a Request for Withdrawal of Escrow Property (“Withdrawal Request”), using the form attached as Exhibit D. At the same time UTA sends the Withdrawal Request to the Escrow Agent, a copy of the Withdrawal Request will be emailed to the SLCO representative identified in Section 5 of the Escrow Agreement.

The Escrow Agent shall not make a payment with regard to the Withdrawal Request for a period of ten (10) business days. This period shall commence on the first business day after the Withdrawal Request is received by Escrow Agent and SLCO. The purpose of this ten(business)-day period shall be to allow for SLCO to review the Withdrawal Request and supporting documentation to confirm compliance with the Escrow Agreement and corresponding Interlocal Agreement between UTA and SLCO.

SLCO shall notify the Escrow Agent of any such objection by submitting a countersigned Withdrawal Request (see the payment denial line located on the bottom of the form included as Exhibit D). An objection must be sent to the Escrow Agent by both email and physical delivery (via hand delivery or express service with receipt confirmation). The objection must be received by the Escrow Agent by 5:00 PM (Mountain prevailing time) on the tenth business day after receipt. If the Escrow Agent does not receive an objection to payment from SLCO, then Escrow Agent shall make full payment in accordance with the Withdrawal Request. Payments shall be made on the eleventh business day following Escrow Agent’s receipt of the Withdrawal Request.

If the Escrow Agent receives an objection to payment, then the Escrow Agent shall withhold payment with regard to the Withdrawal Request, pending receipt of joint instructions from SLCO and UTA. The Escrow Agent shall have no duty to verify or confirm the merits of any objection received from SLCO. The Escrow Agent’s only duty shall be to ensure that such objection was received from SLCO within the above-described ten day period. Escrow Agent shall have no liability to UTA for payments withheld based on a SLCO objection.

The Escrow Agent may pay up to \$4,000,000 to fund construction draws as indicated above. Once the design-build contractor has satisfied the substantial completion milestone with respect to the Project and UTA has begun operating the S-Line at the enhanced service levels, UTA will send a letter to the Escrow Agent and SLCO attesting to these two facts. SLCO shall have the right to object to the facts indicated in the letter following substantial the same process outlined above. If the Escrow Agent does not receive an objection to payment from SLCO with ten (10) business days, then Escrow Agent shall make full payment of all remaining Escrow Property to UTA.

Investment of Funds: Moneys will be invested in the Public Treasurers Investment Fund (PTIF) and all earnings will be retained in the account. Subject to Section 12 of the Agreement, and SLCO's ability to object to any Withdrawal Request, all interest shall be payable to UTA as part of the final request for payment of operating costs.

EXHIBIT C

("Escrow Agent Fee Schedule")

\$500.00 Annual Fee

EXHIBIT D

(“Request for Withdrawal of Escrow Property”)

REQUEST FOR WITHDRAWAL

To: Escrow Agent, with copy to Salt Lake County

Re: Utah Transit Authority – Interlocal Agreement for Transportation Funds (DA Log No. 17-09303)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and UTA (“UTA”) (DA Log No. 17-09303). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been incurred by UTA and are reimbursable or payable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money deposited by the County into the Escrow Account.
4. Invoices for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon UTA any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement or payment is requested under this Request for Withdrawal has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. All Reimbursable Project Costs for which reimbursement or payment is requested under this Request for Withdrawal is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code and in accordance with other applicable federal, state and local laws, rules and regulations.
8. UTA is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

9. All of UTA's representations set forth in the Agreement remain true and correct as of the date hereof.

10. UTA acknowledges and agrees that the County's review and approval of this Request for Withdrawal will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, UTA agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

UTAH TRANSIT AUTHORITY

By: _____

Name: _____

Title: _____

BY SIGNING BELOW, SALT LAKE COUNTY HEREBY OBJECTS TO THE ABOVE DESCRIBED PAYMENT REQUEST AND DIRECTS ESCROW AGENT NOT TO MAKE PAYMENT. THIS OBJECTION IS MADE BY SALT LAKE COUNTY AS OF THIS ____ DAY OF _____, 20__.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

**EXHIBIT E
REPRESENTATIVE SPECIMEN SIGNATURES**

CERTIFICATE OF AUTHORIZED REPRESENTATIVES

Re: **UTA/ SALT LAKE COUNTY ESCROW**

Shown below are the specimen signatures of the individuals who have been designated as authorized representatives of each party and are hereby authorized to initiate and approve transactions for the above referenced Escrow Agreement.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: _____