



CONTRACT COVER PAGE

Contract Number: 0000001815 **Version:** 1 **Desc:** ORD CATNIP Funds for TIGER Mat

Supplier Name: UTAH TRANSIT AUTHORITY

Comments: ORD- Interlocal - County to contribute \$379,608.00 to UTA from CATNIP (County Active Transportation Network Improvement Program) funds to satisfy the initial local match obligation as it negotiates to secure a \$20 million TIGER (Transportation Investment Generating Economic Recovery) grant from the Federal Government. Term to the expenditure of the grant funds.

Contract Amount: \$379,608.00

Agency Name: Rgnl Trans, Housng & Econ Dev

Period Performance from 3/23/2018 **to** 3/22/2019

Procurement Type: EXI Exempt Interlocal

Reason Code:

Buyer: TMarquez

SALT LAKE COUNTY, UTAH

RESOLUTION NO. 5331

March 20, 2018

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN
COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND
UTAH TRANSIT AUTHORITY FOR A CONTRIBUTION OF COUNTY
ACTIVE TRANSPORTATION NETWORK IMPROVEMENT PROGRAM
(CATNIP) FUNDS TO SATISFY THE LOCAL MATCH OBLIGATIONS
OF CERTAIN STAKEHOLDERS PURSUANT TO A TIGER GRANT
FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

RECITALS

A. 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 “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 also authorizes a taxing entity to share its tax and other revenues with other public agencies.

B. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Regional Transportation, Housing and Economic Development is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020. UTA is a public transit district and political subdivision of the State of Utah organized under the Public Transit District Act, Title 17D, Chapter 2a, Part 8 of the Utah Code.

C. UTA is in negotiations to secure a \$20 Million Transportation Investment Generating Economic Recovery Grant (“Tiger Grant”) from the United States Department of Transportation. The Tiger Grant will provide federal funds to fund a portion of the costs to design and construct several specific multimodal projects that improve first/last connections to UTA’s transportation system. These include nine (9) separate projects involving new or improved bike lanes, sidewalks, multi-use paths and wayfinding signs located within the County’s Boundaries (which subset of Tiger Grant projects is, for purposes of the attached Agreement, hereinafter referred to as the “Tiger Projects”).

D. In furtherance of the Tiger Projects, and as a condition to the Tiger Grant, UTA has executed (or will execute) Tiger Project Stakeholder Agreements and related Supplements (collectively the “Project Agreements”) with GREENBike SLC, a non-profit bikeshare organization and the following municipal jurisdictions: Draper City; Millcreek City; South Jordan City; the City of South Salt Lake; the City of West Jordan; and Herriman City (hereinafter, collectively the “Stakeholders” and each individually a “Stakeholder”).

E. The Project Agreements require each Stakeholder to deliver, in advance of UTA commencing design and construction services, a specified amount of local funding as match for the available Tiger Grant funds. The County has a total of \$379,608 in appropriated and immediately available County Active Transportation Network Improvement Program (“CATNIP”) funds that it has agreed to provide to UTA. UTA has agreed to accept such funding in satisfaction of each Stakeholder’s initial local match obligation under its respective Project Agreement.

F. In light of the foregoing, the County and UTA now desire to enter into the Cooperative Agreement attached hereto as **ATTACHMENT A** (the “Agreement”)

RESOLUTION

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

1. That the Agreement between Salt Lake County and 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; and
2. That the Agreement will become effective as stated in the Interlocal Agreement.

[The balance of this page was left blank intentionally – Signature page follow]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 20th
day of March, 2018.


Aimee Winder-Newton, Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>Absent</u>
Council Member Jensen	<u>Absent</u>
Council Member Newton	<u>"Aye"</u>
Council Member Snelgrove	<u>"Aye"</u>
Council Member Wilson	<u>Absent</u>

APPROVED AS TO FORM:


Digitally signed by
Stephen Barnes
Date: 2018.03.14
08:57:27 -06'00'

Deputy District Attorney

ATTACHMENT A
Cooperative Agreement between Salt Lake County and Utah Transit Authority

COOPERATIVE AGREEMENT
between
SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing and Economic Development
and
UTAH TRANSIT AUTHORITY

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Regional Transportation, Housing and Economic Development ("County") and **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 is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Regional Transportation, Housing and Economic Development is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. UTA is a public transit district and political subdivision of the State of Utah organized under the Public Transit District Act, Title 17D, Chapter 2a, Part 8 of the Utah Code.

C. UTA is in negotiations to secure a \$20 Million Transportation Investment Generating Economic Recovery Grant ("Tiger Grant") from the United States Department of Transportation.

D. The Tiger Grant will provide federal funds to fund a portion of the costs to design and construct several specific multimodal projects that improve first/last connections to UTA's transportation system.

E. These include nine (9) separate projects involving new or improved bike lanes, sidewalks, multi-use paths and wayfinding signs located within the County's Boundaries (which subset of Tiger Grant projects is, for purposes of this Agreement, hereinafter referred to as the "Tiger Projects").

F. In furtherance of the Tiger Projects, and as a condition to the Tiger Grant, UTA has executed (or will execute) Tiger Project Stakeholder Agreements and related Supplements (collectively the "Project Agreements") with GREENBike SLC, a non-profit bikeshare

organization and the following municipal jurisdictions: Draper City; Millcreek City; South Jordan City; the City of South Salt Lake; the City of West Jordan; and Herriman City (hereinafter collectively the “Stakeholders” and each individually a “Stakeholder”).

G. The Project Agreements require each Stakeholder to deliver, in advance of UTA commencing design and construction services, a specified amount of local funding as match for the available Tiger Grant funds;

H. The County has a total of \$379,608 in appropriated and immediately available County Active Transportation Network Improvement Program (“CATNIP”) funds that it has agreed to provide to UTA.

I. UTA has agreed to accept such funding in satisfaction of each Stakeholder’s initial local match obligation under its respective Project Agreement.

J. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and are authorized, either under the Interlocal Cooperation Act or otherwise, 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.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof, the Parties hereby agree as follows:

1 . THE COUNTY’S OBLIGATIONS.

Contribution of Grant Funds. Within thirty (30) days of the Effective Date of this Agreement, the County agrees to pay THREE HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED EIGHT DOLLARS AND NO CENTS (\$379,608, and hereinafter the “Grant Funds”) to UTA.

2 . UTA’S OBLIGATIONS AND REPRESENTATIONS.

A. Allowable Uses and Limitation on Use.

(i) UTA agrees to apply the Grant Funds in satisfaction of each Stakeholder’s local match payment obligations in accordance with the Project Agreements.

(ii) The Grant Funds shall be applied to each Tiger Project in the amounts specified in the “Matching Funds Available (\$)” column of Exhibit A.

(iii) UTA agrees to use the Grant Funds for the Tiger Projects as set forth in the Project Agreements.

(iv) The terms and conditions of the Project Agreements are identified in the template contract attached as Exhibit B to this Agreement. The terms and conditions of the Project Agreement are incorporated by reference and, to the extent of any conflict between the terms and conditions of the Project Agreements and this Agreement, the terms and conditions of the Project Agreements shall prevail.

(v) As set forth in the Project Agreements, UTA agrees that any funds which are to be returned to a Stakeholder under the terms of Project Agreements shall be paid by UTA

directly to Salt Lake County. Additionally, UTA acknowledges and agrees that Salt Lake County will assign a County Representative to coordinate with and participate in decisions with the City Representative and Project Manager. The County Representative shall be Helen Peters, or her successor at the County. The County Representative, together with the City Representative, will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

B. Reporting Requirements. UTA agrees to maintain books and records accounting for the expenditure and handling of all Grant Funds provided to UTA under this Agreement. UTA shall maintain records adequate to identify the use of the Grant Funds for the purposes specified in this Agreement. UTA shall make its books and available to the County at reasonable times.

C. Public Funds and Public Monies:

(i) UTA agrees that the Grant Funds are “public funds” and “public monies,” meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State of Utah or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in UTA’s possession.

(ii) UTA, as the recipient of “public funds” and “public monies” pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement, and that expenditures shall only made for Tiger Projects located in Salt Lake County. UTA understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. UTA expressly agrees that the County may monitor the expenditure of Grant Funds by UTA.

(iii) UTA agrees not to make Grant Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

D. Representations of UTA.

(i) No Officer or Employee Interest. UTA represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) 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; 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.

E. Representation of the County. The County represents that all Grant Funds have been appropriated for the current fiscal year and are ready to deliver to UTA.

3 . GENERAL PROVISIONS:

A. 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.

B. Term of Agreement. This Agreement will become effective immediately upon the execution of this Agreement by a duly authorized official of each of the Parties (the "Effective Date"). This Agreement shall terminate upon UTA's full expenditure of the Grant Funds received under this Agreement and upon UTA's completion of the associated reporting requirements described in Paragraph 2B above, unless terminated earlier as provided in Section 3G below. However, UTA's obligations in Sections 2C and 2D above and Section 3E below shall survive the expiration or termination of this Agreement.

C. 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.

D. 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.

E. Governmental Immunity, Liability, and Indemnification.

(i) 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.

(ii) Liability and Indemnification. The County and UTA agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor UTA will have any liability whatsoever for any negligent act

or omission of the other Party, its employees, officers, or agents.

F. Required Insurance Policies. Both Parties to this Agreement shall maintain or cause to be maintained insurance or self-insurance coverage sufficient to meet the obligations contemplated of it hereunder and consistent with applicable law.

G. 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 one hundred and twenty (120) days, either party may terminate this Agreement without incurring further liability or penalty (excluding amounts already expended or incurred as of the date of the Event of Force Majeure), effective upon written notice to the other. The Parties specifically acknowledge that UTA’s failure to secure the Tiger Grant shall constitute an Event of Force Majeure for purposes of this Agreement and, in such event, UTA’s obligations shall be limited to a return of the Grant Funds.

H. 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.

I. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

J. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the Grant Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County’s request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

K. Assignment and Transfer of Funds. UTA shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County.

L. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties.

M. 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 will remain operative and binding on the Parties.

N. 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.

O. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of UTA warrants his or her authority to do so and to bind UTA. The County may require UTA to return all Grant Funds paid to UTA based upon a breach of warranty of authority.

P. 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.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

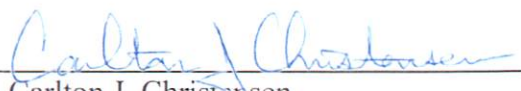
INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By 
Mayor Ben McAdams or Designee
Dated: 3/28, 2018

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By 
Carlton J. Christensen
Department Director
Dated: March 14, 2018

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

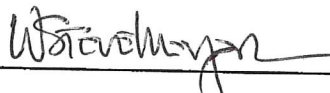

Digitally signed by
Stephen Barnes
Date: 2018.03.14
08:57:47 -06'00'
By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE UTA

THE UTAH TRANSIT AUTHORITY

By 
Name: Acting CEO David H. Goeres, PE
Title: Chief Safety & Security and Technology Officer
Dated: 25 Apr, 2018

By 
Name: W. STEVE MEYER
Title: ACTING VP, OPS, CAPITAL & ASSETS
Dated: APRIL 24, 2018

Approved as to Form and Legality:

UTA ATTORNEY

By 
Name: BART W. SIMMONS
Dated: 4/19/2018, 2018

EXHIBIT A
TABLE OF SALT LAKE COUNTY MATCHING FUNDS FOR TIGER PROJECTS

**EXHIBIT B
FORM OF PROJECT AGREEMENTS**

STAKEHOLDER AGREEMENT

_____CITY

TIGER GRANT

TIGER 2016 GRANT No. _____	UTA CONTRACT No.	STAKEHOLDER CONTRACT No.
SUMMARY OF CITY PROJECTS: 		PROJECT VALUE OF CITY PROJECTS \$
		CITY REPRESENTATIVE:

This Stakeholder Agreement ("Agreement") is entered into this day of _____ 2017 by and between the Utah Transit Authority, a public transit district ("UTA") and _____ ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

- 3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
- 4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Bracerias for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy

Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.
8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions

requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.

12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.
13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "A"
TIGER Projects - City Projects/Financial Commitments

EXHIBIT "B"
FORM OF SUPPLEMENT TO STAKEHOLDER AGREEMENT

SUPPLEMENT NO. ___ TO
 STAKEHOLDER AGREEMENT
 _____ CITY

TIGER GRANT

TIGER 2016 GRANT No. _____	UTA CONTRACT No.	STAKEHOLDER CONTRACT No.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:		VALUE OF CITY PROJECTS \$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. ___ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this _____ day of _____, 201_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and _____ ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
 (Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
 (Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ _____
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ _____
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ <u>0</u> _____
ADDITIONAL FUNDING SOURCES (CATNIP SL COUNTY):	\$ _____

Salt Lake County is providing the entire local share on the cities behalf. As such, UTA and the City agree that any funds which are to be returned to the city under the terms of the Stakeholder Agreement shall be paid by UTA directly to Salt Lake County. Additionally, UTA and the City acknowledge and agree that Salt Lake County will assign a County Representative to coordinate with and participate in decisions with the City Representative and Project Manager. The County Representative shall be Helen Peters, or her successor at Salt Lake County. The County Representative, together with the City Representative, will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"
FORM OF MODIFICATION SUPPLEMENT

**MODIFICATION SUPPLEMENT TO
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered into this day of _____ 2017 by and between Utah Transit Authority, a public transit district ("UTA"), and _____ City, a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement") regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, 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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Modifications.** The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. _____ **Modifications.** Contractor and/or UTA have determined that the City _____

2. **Costs of Modifications.** The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such

modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT “D”
ANNUAL CITY PROJECTS MAINTENANCE REPORT

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.