

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 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, and the requirements for implementing a .25% increase in the County Sales Tax to be used for transportation purposes (hereinafter the “Fourth Quarter Funds”).

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to further regional transportation by financing the costs of regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. Draper City (“Draper”) applied for, and was awarded by the County, up to Four Hundred Thousand Dollars and No Cents (\$400,000.00) of the County’s portion of the Fourth Quarter Funds (such amount hereinafter referred to as the “County Transportation Funds”) to fund a portion of the costs related to performing a Transit Alternatives Analysis in the Point of the Mountain area to determine a Local Preferred Alternative for extension of the TRAX Blue

Line East/West of I-15 at the Point of the Mountain and connection to the former Utah State Prison redevelopment site (hereinafter the “Project”).

F. The purpose of the Project is to further a regionally significant public transit project and the Project is being funded by a several public and private stakeholders in the region.

G. UTA will be the lead public agency with respect to the Project.

H. Draper’s intent is to pay all County Transportation Funds Draper receives to UTA, and for UTA to apply such County Transportation Funds to the Project.

I. In the interests of efficiency, economy and simplicity, the County and UTA (with the understanding and consent of Draper) have agreed to enter this Agreement to provide for the County’s direct transfer of County Transportation Funds to UTA.

J. By executing the acknowledgement line below, Draper hereby evidences its consent to the direct payment of the County Transportation Funds to UTA and its assignment of its application for the County Transportation Funds.

A G R E E M E N T:

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. The following terms shall have the following meanings in this Agreement:

(a) County Transportation Funds: As defined in the Recitals to this Agreement.

(b) Eligible Project Costs: Project costs incurred by UTA during the Term, so long as such costs are consistent with the allowable uses for Fourth Quarter Funds described Utah Code Ann. §59-12-2219(11)(a)(ii).

(c) 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 Eligible 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.

(d) Escrow Agent: A bank or other financial institution mutually agreed upon by the Parties that manages the Escrow Account.

- (e) Escrow Agreement: An escrow agreement mutually agreed upon by the Parties that governs the Parties' respective withdrawals from the Escrow Account.
- (f) Event of Default: As defined in Section 6.1 below.
- (g) Event of Force Majeure: As defined in Section 7.4 below.
- (h) Maximum Funded Amount: The amount specified for the Project in the Project Description attached hereto as **Exhibit A**.
- (i) Project: The transportation project or projects described in or determined pursuant to the Project Description.
- (j) Project Description: The project description attached hereto as **Exhibit A**.
- (k) Project Element: A discrete portion of the Project.
- (l) Request for Withdrawal: A statement from UTA, substantially in the form attached hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to UTA from the Escrow Account for payment of Eligible Project Costs.
- (m) 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 Funded Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County legislative body and UTA Board of Trustees hereby delegate to its respective Mayor/Executive Director the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (n) Withdrawal: A withdrawal made by UTA from the Escrow Account.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Term, the County shall disburse County Transportation Funds to UTA to pay (or reimburse UTA with respect to) Eligible Project Costs, up to the Maximum Funded Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to UTA, UTA shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Withdrawal submittals. This annual update shall be submitted to the County in

writing (via letter or email) on or before June 30th each year.

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 County 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 for the Project during the Term; 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 is true and correct and does not contain any untrue statement of any material fact and does 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) 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 Eligible Project Cost for which a Withdrawal of County Transportation Funds is made under this Agreement is (i) consistent with the allowable uses for Fourth Quarter Funds as described in Utah Code Ann. §59-12-2219(11)(a)(ii); or (ii) in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, UTA agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, UTA agrees that it will independently determine whether any particular Eligible Project Cost for which a Withdrawal of County Transportation Funds is sought by and made to UTA under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), 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 Each Withdrawal of County Transportation Funds. UTA shall not be permitted to withdraw County Transportation Funds from the Escrow Account for Eligible Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Withdrawal. UTA has furnished to the County, for each and every Withdrawal relating to construction expenses:

(1) a Request for Withdrawal; and

(2) invoices for any Eligible Project Cost incurred by UTA for which UTA is seeking reimbursement or payment from the Escrow Account pursuant to the Request for Withdrawal.

(c) No Objection from County. Within ten (10) business days of the County's receipt of the documents described in Section 4.2(b), the County has not objected to or denied the requested withdraw of County Transportation Funds from the Escrow Account for Eligible 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).

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

(e) 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.

4.2. Withdrawals.

(a) In General. For any and all desired Withdrawals of County 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 County Transportation Funds requested by UTA in a Request for Withdrawal for Eligible Project Costs, but in no event shall UTA withdraw more than the Maximum Funded Amount, in aggregate, over the Term.

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

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 County Transportation Funds that is not authorized by this Agreement or that is in any event determined to be outside the permitted scope of the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii). 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 County 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 County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, UTA shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

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

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) 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 County Transportation Funds to UTA from the Escrow Account; and/or

(b) Reduce the amount of any future Withdrawal of County 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 Funded 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 Executive Director 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 Term. If upon expiration of the Term, the Escrow Agent has not disbursed to UTA the Maximum Funded Amount, then all such undisbursed County 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 sixty (60) 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 (or to such other address that may be designated by the receiving party from time to time):

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 East 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
Legal Counsel
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; 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.

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Wilford Sommerkorn
Wilf Sommerkorn

Acting Department Director

Dated: April 5, 2019

Approved as to Form and Legality:

By Craig Wangsgard
Deputy District Attorney
March 21, 2019

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____

INTERLOCAL AGREEMENT – ACKNOWLEDGEMENT PAGE FOR DRAPER CITY

On behalf of Draper City, I acknowledge the City's consent to the direct transfer of the County Transportation Funds to Utah Transit Authority in accordance with the terms and conditions of this Agreement. To the extent necessary, Draper City hereby assigns to Utah Transit Authority all rights under its previous application for the County Transportation Funds described in the Agreement. Subject to the forgoing acknowledgement, Draper City will not be considered a party to this Agreement.

DRAPER CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A

PROJECT DESCRIPTION

- 1) **Project Title:** Point of the Mountain Transit Alternatives Analysis

Project Description:	Transit Alternatives Analysis in the Point of the Mountain area to determine a Local Preferred Alternative for extension of the TRAX Blue Line East/West of I-15 at the Point of the Mountain and connection to the former Utah State Prison redevelopment site.
Maximum Funded Amount:	\$400,000.00

EXHIBIT B

REQUEST FOR WITHDRAWAL

To: Escrow Agent, with copy to Salt Lake County

Re: Utah Transit Authority – Interlocal Agreement for County Transportation Funds (DA Log No. _____)

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. _____). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is an Eligible Project Cost and was incurred in connection with the Project.
2. These Eligible 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 Eligible 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 the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) 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 Eligible Project Cost for which a Withdrawal of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) 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 County 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: _____

SCHEDULE 1
Eligible Project Costs (RPC) Request for Withdrawal

Eligible Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by UTA</u>	<u>Eligible Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total RPC Request \$ _____

This portion above is to be filled out by UTA (invoices should be attached).

This portion below is to be filled out by the Escrow Agent

RPC – This Request _____

(plus) RPC Paid to Date _____

Total Paid to Date _____

Maximum Funded Amount _____

(less) Total Paid to Date _____

Remaining County Transportation Funds _____