



Project #: S-R299(498)
UDOT PIN: 21826
UDOT CONTRACT #:
UDOT TRACKING #:

TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT

This Transit Transportation Investment Program Funds ("TTIF") Cooperative Agreement (the "Agreement") is entered to be effective as of _____ 2026, by and between the Utah Department of Transportation ("UDOT"), a division of the State of Utah, and the Utah Transit Authority, a political subdivision of the State of Utah, ("UTA" or "Agency"). UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested Program funding for the S-Line Streetcar Extension Project described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code § 72-2-124; and

WHEREAS, the Project is a fixed guideway project that is also subject to certain UDOT responsibilities pursuant to 2022 HB 322 (as subsequently codified and modified),

WHEREAS, the Utah Transportation Commission approved the Project per Policy UTC 01-01; and

WHEREAS, the Parties desire to set forth their respective roles and responsibilities for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1.Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

Project Description:

The project involves the double-tracking and extension of the existing streetcar line. Double tracking and the extension will run from McClelland St to an area east of Highland Dr, where a new station will be constructed.

The funding under this Agreement, and the Agency's matching funds, are a portion of the funding needed to complete the overall Project. TTIF funding is subject to the requirements stated in this Agreement.



Project #: S-R299(498)
 UDOT PIN: 21826
 UDOT CONTRACT #:
 UDOT TRACKING #:

The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the approved UDOT Funding Application, UDOT's Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT's award to the Agency, and that UDOT will not provide any additional funding for the Project. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project's approved scope of work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

2. Local Match Amount and Payment Schedule.

A. Funding Commitment

The Agency commits to providing a local match amount of \$12,310,000.00 (the "Local Match") to qualify for \$18,900,000.00 in eligible Program Funds (labeled "ST_TTIF").

B. Prior Funding Acknowledgement

Both parties acknowledge that the State Legislature previously contributed \$12,000,000.00 via HB433 from the 2021 Utah Legislative Session. These funds were utilized for Project design, did not require a local match, and were distributed in full prior to the execution of this Agreement. These funds are separate from the \$18,900,000.00 Program Funds governed by the reimbursement schedule below.

C. Reimbursement Milestones

UDOT shall reimburse the Agency for Program Funds, and the Agency shall expend a proportionate share of its Local Match, according to the following milestone schedule:

| Milestone / When Reimbursed | Percent | Program Fund (ST_TTIF) Amount |
|------------------------------------|----------------|--------------------------------------|
| Construction NTP | 70% | \$13,230,000.00. |
| Project Completion | 30% | \$5,670,000.00 |
| TOTAL | 100% | \$18,900,000.00 |

D. Pro-Rata Share and Eligible Match Sources

The Agency shall apply Program Funds and Local Match on a pro-rata basis (70% Program Funds / 30% Local Match) to all eligible Project expenses.

Eligible Local Match sources include:



Project #: S-R299(498)
UDOT PIN: 21826
UDOT CONTRACT #:
UDOT TRACKING #:

- Non-UDOT administered State funding and UTA internal funding.
- Local, County, or Federal funding.
- In-Kind/Soft Match Contributions:
 - Right-of-Way (ROW): Real property necessary for the S-Line extension construction, valued at fair market value based on approved appraisals.
 - Street Car Rehabilitation: Documented costs for the rehabilitation of rail cars specifically designated for S-Line service, provided such work extends the service life or increases the capacity of the transit system.

E. Reporting and Documentation

Upon UDOT’s request, the Agency shall provide an itemized list of all expenditures within the approved Project scope. This documentation must include:

1. All funding sources utilized.
2. Total Project costs and dates of expenditure.
3. Appraisals for any property used as an in-kind match and certified cost reports for Street Car Rehabilitation.

F. Project Funding Summary Table

| Funding Source | Category | Amount |
|---------------------------------|------------------------------------|------------------------|
| HB433(PriorDistribution) | State Legislative Fund | \$12,000,000.00 |
| ST_TTIF | Program Funds (Reimbursable) | \$18,900,000.00 |
| Local Match | Cash & or In-Kind (Property/Rehab) | \$12,310,000.00 |
| TOTAL PROJECT VALUE | | \$43,210,000.00 |

3.Project Oversight. The Parties recognize that UDOT was given certain supervisory and oversight roles concerning the Project pursuant to 2022 HB 322 (as subsequently codified and modified), and in connection therewith, UDOT has designated UTA as the entity that will pursue the work for the Project. The Parties agree that UDOT’s oversight and supervision rule will be further defined in writing, which will be determined by the Parties before the work may commence. The Parties agree that UDOT will incur costs for managing the Project and that UDOT Project Managers will bill time to the Project PIN. In addition, any costs for inspections or other Project-related administration expenses will be charged to the Project. The Parties agree to work together cooperatively to perform their roles in connection with the Project, and the Agency will provide



Project #: S-R299(498)
UDOT PIN: 21826
UDOT CONTRACT #:
UDOT TRACKING #:

relevant information requested by UDOT within reasonable time frames. To the extent that the Project involves entry upon or use of any property owned by UDOT, the parties will enter a separate agreement to govern that use.

Progress & Final Report. The Agency will submit to UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:

- A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site.
- B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure).

Upon completion of the Project, the Agency will submit a brief one (1) page final report and shall include the following:

- A. A brief description of the completed Project.
- B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
- C. Photos, exhibits, or videos of the completed Project.

Additional Information. The Agency will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.

Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).

Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, or, if the Agency receives notice that the Agency will not receive federal funding for the Project, if any Program Funds remain unexpended at that time, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. If the Agency decides for any reason to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata (70% Program Funds/30% local match), and the Agency shall return to UDOT the unexpended pro-rata portion ((70% Program Funds/30% local match) of the Program Funds within sixty (60) days (with or without request by UDOT). Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.

No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project.



Project #: S-R299(498)
UDOT PIN: 21826
UDOT CONTRACT #:
UDOT TRACKING #:

Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement and providing oversight and supervision as described herein, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.

Term. The Parties agree that this Agreement shall remain in full force and effect for a period of 4 year(s) unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the 4 year(s), if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT

the unexpended pro-rata portion (70% Program Funds/30% local match) of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.

Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Agency does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.

The Agency's Compliance. The Agency hereby represents to UDOT that it has complied and agrees that it will continue to comply with the applicable requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the housing and other obligations set forth in Utah Code 72-2-124. The Agency further agrees that FTA federal grant funding imposes a variety of requirements on grant recipients and that UDOT is not the recipient of any FTA federal grant funding for the Project. The Agency agrees that it will be the recipient of any FTA federal grant funding for the Project, that it is solely responsible for all laws and obligations that apply in connection with such funding, and that the Agency shall comply with the same.

Environmental and Right-of-Way. The Agency will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 98-404. All construction work performed by the Agency or its contractor within a UDOT right-of-way shall conform to UDOT's standards, specifications and permits.

15. Indemnity. The Agency agrees to indemnify, defend, release, and save harmless UDOT, its employees, agents, contractors, and consultants from and against all losses of every kind (including but not limited to any claims, demands, damages, liabilities, suits, costs, environmental



Project #: S-R299(498)
 UDOT PIN: 21826
 UDOT CONTRACT #:
 UDOT TRACKING #:

contamination damages and penalties, liens, and loss from personal injuries and property damage, whether or not any of the same involve negligence) that arise from or relate to (i) this Agreement, including but not limited to the Program Funding; (ii) the work required for the Project, including but not limited to design and right-of-way; (iii) any wrongful or negligent act or omission of the Agency or its employees, agents, contractors and consultants in connection with entering or performing this Agreement; and (iii) any performance, or failure to perform, as required by a law or contract that is applicable to the Project, including but not limited to federal funding obligations. The Agency is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the loss in question. This indemnification obligation shall survive the expiration or termination of this Agreement.

Miscellaneous.

- A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

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|---|---|
| <p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention:</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p> | <p>To UTA:</p> <p>UTA 669 West 200 South Salt Lake City, UT 84101 Attention: Patti Garver</p> <p>With a copy to:</p> <p>Assistant Attorney General (UTA) 669 West 200 South Salt Lake City, UT 84101 Attention: Mike Bell</p> |
|---|---|

- B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- C. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of

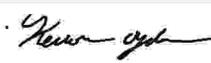
**Project #: S-R299(498)****UDOT PIN: 21826****UDOT CONTRACT #:****UDOT TRACKING #:**

law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.



Project #: S-R299(498)
 UDOT PIN: 21826
 UDOT CONTRACT #:
 UDOT TRACKING #:

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

| UTA | | | | Utah Department of Transportation | | | |
|---|--|------|-----------|-------------------------------------|--|------|------------|
| By | | Date | | By |  | Date | 02/17/2025 |
| Jay Fox , UTA Executive Director | | | | Kevon Ogden, Project Manager | | | |
| By | | Date | | By | | Date | |
| Jon Larsen, Chief Capital Services Officer | | | | Robert Stewart, Director, Region II | | | |
| By | | Date | | By | | Date | |
| Jared Scarbrough, Director of Capital Design and Construction | | | | Comptroller Office | | | |
| By |  | Date | 2/18/2026 | | | | |
| Michael Bell, UTA Legal Counsel | | | | | | | |