

**CRITICAL CONNECTIONS
STUDY FUNDING
AGREEMENT**

This Critical Connections Study Funding Agreement ("Agreement") is entered into this day of , 2024, by and between UTAH TRANSIT AUTHORITY ("UTA"), a special service district responsible for providing public transportation and organized under the laws of the State of Utah, and UTAH DEPARTMENT OF TRANSPORTATION ("UDOT"), an agency of the state government of Utah.

RECITALS

WHEREAS, Salt Lake City is a regional hub of economic and population growth; and

WHEREAS, UDOT recently received a Reconnecting Communities Pilot Program ("RECONNECTING COMMUNITIES") funding award from the U.S. Department of Transportation ("USDOT") for UDOT to pay for a portion of the costs to examine the East-West Divide in Salt Lake City created by the heavy rail, interstate freeway and subsequent investment practice ("Project");

WHEREAS, UDOT received \$1,970,000 from the RECONNECTING COMMUNITIES award, but estimates the total Project cost will be approximately \$3,740,000; and

WHEREAS, pursuant to the terms of this Agreement, the UTA desires to work together with UDOT and other Project stakeholders on this Project and will provide funding to help cover the cost difference between the amount UDOT received from the RECONNECTING COMMUNITIES award and the estimated total Project cost ("UTA Project Funds").

AGREEMENT

NOW, THEREFORE, it is hereby agreed as follows:

1. **Project.** Conduct a collaborative study between stakeholders with the assistance of a consultant which addresses the subject of "Critical Connections: Healing Salt Lake City's East-West Divide". The aim of the Project is to better understand the nature of the East-West divide and then co-create an infrastructure solution or program of solutions for further consideration and/or implementation by Project Partners. The scope of the Project is more fully defined in Exhibit A attached hereto and incorporated herein.
2. **Purpose of Agreement.** This Agreement outlines the terms and conditions pursuant to which the UTA Project Funds will be used to help complete the Project. The scope of work and schedule for the Project is described in Exhibit A.
3. **Project Funds.** The budget for the Project is estimated to be \$3,740,000, attached here as Exhibit A. UDOT is the recipient of a \$1,970,000 RECONNECTING COMMUNITIES award that will be used to fund the Project. In addition, UTA has agreed to contribute a total of \$500,000 in UTA Project Funds. The remaining \$1,270,000 will be provided by Salt Lake City Corporation concurrently with the UTA Project Funds and is covered by a separate funding agreement.

4. Selection of Consultant to Perform the Project. Selection of the consultant, or consultant team, to perform the Project ("Consultant") will be effectuated pursuant to a public procurement process in accordance with appropriate federal and state procurement requirements.
5. Transfer and Use of Funds. UTA shall transfer the UTA Project Funds to UDOT no later than thirty days after the execution of this agreement. UTA shall segregate the UTA Project Funds into a separate internal account. Unless otherwise specifically approved, UDOT may only: (i) use the UTA Project Funds for the Project; and (ii) draw upon the UTA Project Funds only as necessary to select a consultant or make progress payments to the Consultant, in arrears, for services satisfactorily performed in furtherance of the Project. Payments for the Project will be made on a prorated basis (meaning that each payment will be drawn on a prorated basis from UDOT's RECONNECTING COMMUNITIES funds, the UTA Project Funds, and the funds of other Project stakeholders). Any excess local funding at the conclusion of the Project will be distributed on a prorated basis.
6. Coordination of Project with Steering Committee. UDOT will serve as the lead agency for the Project and will hold and manage the contract with the Consultant. UDOT will coordinate with UTA and solicit Project input through a Project steering committee, which will be established after the execution of this Agreement. UTA will appoint a representative to the Project steering committee. The Project steering committee will meet periodically during the progress of the Project to discuss substantive Project issues. UDOT will use reasonable efforts to provide the Project steering committee members with the opportunity to review and provide feedback regarding the deliverables submitted by the Consultant from time to time.
7. Recordkeeping. UDOT shall maintain a record of all expenditures of UTA Project Funds in such a way that UTA may confirm that such funds have been spent only for the purposes specified in this Agreement. UDOT shall make relevant books and records available to UTA at reasonable times and upon reasonable notice.
8. Amendment, Waiver. No waiver, termination, amendment, or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by UTA and UDOT, and then such waiver, termination, amendment, or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
9. Entire Agreement. This Agreement constitutes the entire Agreement by and between UDOT and UTA with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon hereto.
10. Dispute Resolution. UDOT and UTA agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.
11. Governmental Immunity. UDOT and UTA are governmental entities for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each of the above-referenced Project partners is

responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. No Project partner waives any defenses otherwise available under the Governmental Immunity Act.

12. Authority. The parties executing this Agreement each represent and warrant (i) that the individual signing is authorized to do so on behalf of the respective agency hereto, (ii) that she or he has full legal power and authority to bind the respective agency hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective agency hereto of this document will not constitute a default under any agreement to which it is a party.

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

CRITICAL CONNECTIONS STUDY FUNDING AGREEMENT -- SIGNATURE PAGE

Utah Transit Authority				Utah Department of Transportation			
By		Date		By		Date	
Chief Capital Services Officer, David Hancock				Project Manager, Diego Carroll			
By		Date		By		Date	
Executive Director, Jay Fox				Region Director, Robert Stewart			
By		Date		By		Date	
				Contract Administrator			

Approved-as-to-form

Signed by:

Tim Merrill

9/6/2024

56A03BC7C491482...

UTA Legal

EXHIBIT A

Critical Connections Partnership

Critical Connections: Healing Salt Lake City's East-West Divide Scope of Work

Executive Summary

The following scope of work outlines a plan to fulfill the work described in the grant application "Critical Connections: Healing Salt Lake City's East-West Divide". The application was funded in part by the USDOT Federal Highways Administration Reconnecting Communities Pilot program. The goal of the study is to more fully understand the nature of the East-West divide and then cocreate an infrastructure solution or program of solutions. With a focus on community engagement and empowerment, the end goal is a package of projects that are ready to seek funding for application.

Task 1: Project Management

This task includes oversight of the consultant team, including subconsultants, and the administrative tasks required to support the overall project. This work will include but is not limited to the creation of steering and technical committees; a defined schedule of work; engagement and meetings; and a process for communication between project managers, committees, stakeholders; and the consultant team via a project charter. Task 1 should include a kickoff meeting and a schedule for subsequent meetings with all necessary bodies.

Task 2: Establish a Framework for Community Engagement

Defining the nature and composition of community engagement is central to the success and spirit of this project. The work should define how community representation will be realized. Once this representation is formalized, the team will work with the representatives to define the scope, schedule, and practice of engagement for the broader community.

Task 3: Identify the Problem

Clear and concise East-West divide issues should be defined by the community representative body and formalized by broader engagement. This work should also identify core values that are required for each potential solution. These may include, but are not limited to:

- Safety;
- Equity;
- Mobility;
- Affordability;
- Access to Opportunities

This problem statement will serve as the basis for all future work and ground the project in a clear mission.

Task 4: Analysis of Existing Conditions and Current and Planned Work

The project team will analyze the East-West divide in Salt Lake City through the lens of the problem statement to produce a report regarding the state of the divide. Considerations should include but may not be limited to safety, mobility, equity, affordability and access to opportunities, potential impediments to solutions, and existing area assets. The report should also include a survey of current and planned work on or around the divide.

Task 5: Create a Menu of Potential Solutions

The project team, with clearly defined and meaningful direction from the community representative body, should create a menu of potential solutions to the East-West Divide. As the representative body generates solutions, the project team should facilitate the ideas of the body and build their capacity to understand the challenges and unintended consequences and benefits of any given infrastructure project.

Task 6: Narrow the Field

Working in close collaboration with the representative body and engaging with the public more broadly, the project team should analyze the menu of potential solutions created in Task 5 and begin to evaluate and narrow?. Potential criteria for eliminating a solution may include, but not be limited to feasibility, cost, community disruption, or lack of development? identified in Task 3.

Task 7: Assess the Feasibility of the Remaining Solutions

Using the information gathered in Task 6, the project team will evaluate the solutions and determine which best a) solve the identified problem; b) have a reasonable chance of implementation and c) have an acceptable amount of second order negative impacts to the community. These three criteria may be added to or modified based on the preceding work and/or influence from the representative body. This process should conclude by selecting a solution or package of solutions that will be the first iteration of a final project recommendations for this study.

Task 8: Design the Solution

The project team will create planning level design of the selected solution(s). This work should be done in conjunction with Task 9, and with an eye toward specific funding for the identified solution(s).

Task 9: A Map to Realization

The size and scope of this work are large enough that they are likely to generate a significant amount of interest. Continuing the momentum of the infrastructure planning, as well as the corresponding community engagement will require success in implementation. The final work of this study should result in the creation of a roadmap illustrating how the selected solution(s) will be built. Specific funding sources and strategies should be provided in a timeline format. If a package of solutions is selected, then a phased approach identifying early successes should be included. The final product should be a document that is easily transformed into infrastructure funding applications.