

**COOPERATIVE AGREEMENT
BETWEEN
UTAH TRANSIT AUTHORITY
AND
WASATCH FRONT REGIONAL COUNCIL
FOR
TRANSPORTATION AND LAND USE CONNECTION PROGRAM PARTNERSHIP**

This Cooperative Agreement is made and entered into this 26th day of June, 2017, between Wasatch Front Regional Council (“WFRC”) and Utah Transit Authority (“UTA”), (hereinafter referred to as the “Parties” or each individually, a “Party”).

WHEREAS, WFRC, UTA and other stakeholders have determined to cooperate in organizing a program, to be known as the Transportation and Land Use Connection Program (“TLC”); and

WHEREAS, the TLC’s main objective will be to provide technical assistance to cities and counties to help facilitate land use planning and associated implementation activities and help with efforts that proactively address anticipated growth, within a regional context; and

WHEREAS, the Parties desire to outline the responsibilities of the Parties in the organization, management and operation of the TLC.

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 here from, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. Purpose. The TLC will be used to assist communities in land use, active transportation planning, and integrated land use/transportation efforts from visioning and analysis to planning and design prior to entitlement and construction. The program also encourages communities to integrate their land use and regional transportation plans, helping to meet local goals for livable and vibrant communities, all consistent with the Wasatch Choice Vision. Communities will have the opportunity to request assistance, in the form of funding, UTA or WFRC staff time, consulting, and training.

2. Requests for Assistance. On an annual basis, commencing July, 2017, communities, cities and counties will be notified of the opportunity to participate in the TLC. Specific projects that will be considered for assistance may include but are not limited to:

- (a) Multi-jurisdictional projects
- (b) Small-area plans
- (c) Zoning ordinance and policy updates
- (d) Active transportation/ transportation master plans
- (e) Studies and analyses
- (f) General plan updates

- (g) Other project types that directly shape future community development through public policy, partnerships, or public investments

The notice of opportunity to communities will include a deadline for submittal of requests, together with the application process to be completed and submitted. The notice of opportunity shall include aspirational goals of projects to be supported by the TLC, including by way of example only, the following:

- A. Help local governments create desired livable communities and create opportunities for growth in centers
- B. Foster a prosperous and livable region as outlined in the Wasatch Choice Vision, a regional visioning plan
- C. Encourage coordination of land use plans with existing or planned regional transportation
- D. Reduce travel demand and enhance the performance of the overall multi-modal transportation system by enabling shorter commutes, providing more travel choices, and cultivating alternative land development strategies
- E. Promote multi-jurisdictional collaboration and outcomes of regional significance
- F. Encourage the coordination and strategic implementation of transportation, land use, and economic development plans and programs
- G. Support local outreach and engagement efforts that promote broad stakeholder involvement

3. Selection of Projects. Each of UTA and WFRC shall appoint members to the selection committee, to determine which applications will be accepted. The selection committee shall have a criteria-screening form, in form and substance agreed upon between the Parties in advance. Once the selection process is complete, WFRC shall notify the communities whose projects were selected (the “Selected Projects”), and shall develop a schedule and plan for each Selected Project with that community. In the event a Selected Project is unable to initiate and/or proceed through to completion as described in the associated project application, the Parties will evaluate such inability on a case-by-case basis, and mutually decide how to utilize the previously awarded funds. Such project matters are to be discussed and determined in the course of the Parties’ quarterly progress report meetings.

4. Procurement. Selection of a Consultant to assist in the TLC shall be completed by public procurement process, in accordance with and as required by, appropriate Federal and State procurement law. WFRC shall prepare and release the request for proposals. After selection of a Consultant, based upon the needs of the Selected Projects, WFRC will enter into a contract with the selected Consultant.

5. GIS Materials and Data Shared. In order that the Parties may share information in performing their respective duties to provide the best planning services to the citizens and jurisdictions, subject to any intellectual property agreement between any one of the Parties or any one of the Communities, the Parties agree to the following:

- A. The Parties will share appropriate GIS information, as required, to enhance the ability to appropriately identify geographic information.

- B. The Parties will establish protocols and procedures that foster timely maintenance and protection of data.
- C. The Parties agree to notify each Party of data errors or other related issues which arise in the course of managing any GIS data or other geographic information or data.
- D. WFRC will provide to UTA electronic copies of each final deliverable produced by Consultant, or resulting from any work completed or undertaken on each of the Selected Projects. WFRC will maintain and make available to all funding partners the final deliverables and associated source files.

The Parties acknowledge that certain GIS information is or will be accessed or obtained through the County Cooperative Plan (CCP); and further that the County may terminate access to the Geo Database for lack of adherence to the above stated principles and the requirements of the CCP or for other reasons.

6. UTA Funding. Subject to UTA’s annual budgeting process, and subject to termination as described in paragraph 10 below, UTA will provide funding for the TLC, in the amounts noted below. Such funding shall be paid by UTA to WFRC on a quarterly basis, on or before the 1st day of July, October, January and March of each WFRC fiscal year. The anticipated funding amounts to be provided by UTA, for the next five years, are shown in the table below:

2017	2018	2019	2020	2021
\$56,250	\$112,500	\$150,000	\$187,500	\$225,000

Beginning in the year 2021, again subject to UTA’s annual budgeting process, UTA will support the TLC program through annual contributions in the amount of \$225,000.

7. WFRC Contribution. WFRC shall administer the TLC without compensation. Further, WFRC shall dedicate available WFRC staff time to the TLC as in-kind contribution.

8. Use of TLC Resources. TLC funding may be used to pay for Consultants, WFRC staff assistance to communities, program management, and associated costs. A fund will be established at or by WFRC to support the TLC program as requests for funding are processed. Funding of the program will be as follows:

- A. WFRC will be the primary administrator of the TLC, and be responsible for coordinating directly with all program participants and administrating support for the Selected Projects.
- B. WFRC will submit annually a comprehensive list of all Selected Projects to UTA and any additional funding partners.
- C. WFRC will invoice UTA on a quarterly basis and according to the annually scheduled amounts as outlined above in paragraph 6.
- D. WFRC will manage and administer the TLC fund and provide quarterly accounting statements and progress reports to UTA as detailed in paragraph 9.

9. Reporting. WFRC will manage and administer the TLC program and funds, and will provide quarterly accounting statements and progress reports to UTA. These accounting statements and progress reports shall be delivered to UTA at each quarterly project meeting, which

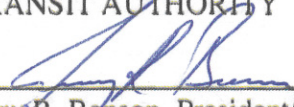
shall be held on a mutually acceptable date, but approximately twenty calendar days from the first day of the subsequent quarter. Additional accounting statements and progress reports will continue on a quarterly basis until all programs and Selected Projects have been completed or terminated. The Parties acknowledge that TLC projects may be completed beyond 12 months and over more than one fiscal year. Quarterly reports will be structured containing these sections as follows:

- A. Accounting Summary - will provide information on revenues and expenses for the overall TLC program as well as individual Selected Projects.
- B. Program Management Summary - will outline tasks associated with managing and administering the overall TLC program. This will include the current quarter and upcoming major milestones, communications, and activities.
- C. Project Status Report - will provide updates for all in-progress and recently completed Selected Projects (completed within approximately the last 6 months). This will include the Selected Project:
 - o Description and objectives
 - o Milestones
 - o Accounting: reporting to-date expenditures and remaining funds as found in the Accounting Summary.
- D. Progress Monitoring Summary - will be produced annually to report overall program progress. The progress monitoring summary will include any information relevant to the overall progress and results of the TLC in the region, which may include but is not limited to the adoption of plans and ordinances, the approval of development permits, estimated associated mobility and quality of life impacts from individual Selected Projects and from the TLC program.

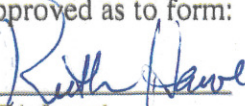
10. Term; Termination. This Agreement shall be effective for a three year (36 month) term. This Agreement may be renewed for additional year(s) under the same terms and conditions as agreed upon by all Parties, and shall be so renewed unless either party gives notice of its desire to terminate the Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement upon not less than six (6) months' written notice to the other, for any reason or for no reason. Additionally, in the event UTA's budget process does not provide funding for the TLC in any given budget year, then upon notice to WFRC, within sixty (60) days of adoption of such UTA budget, UTA may terminate this Agreement and the funding obligations hereunder.

11. Miscellaneous. This Agreement shall take effect upon its signing by authorized representatives of each Party. It may be amended by mutual written agreement of the Parties and will remain in effect until terminated as provided hereinabove. Nothing herein will create any additional joint venture, partnership, or other business association outside of this TLC, nor shall either Party enter into any obligation or commitment on behalf of the other. This Agreement shall be governed by and in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have subscribed their names and seals
UTAH TRANSIT AUTHORITY

By 
Jerry R. Benson, President/CEO

Approved as to form:


UTA Legal

By 
Robert K. Biles, V.P. Finance

Date 7/5/17

WASATCH FRONT REGIONAL COUNCIL

By 
Andrew Gruber, Executive Director

Date 6-21-17