

**INTERAGENCY AGREEMENT  
REGARDING 200 SOUTH TRANSIT CORRIDOR CONSTRUCTION PROJECT**

THIS INTERAGENCY AGREEMENT REGARDING 200 SOUTH TRANSIT CORRIDOR CONSTRUCTION PROJECT (“Agreement”), is entered into by SALT LAKE CITY CORPORATION (“SLC” or “Party”), a Utah municipal corporation, and UTAH TRANSIT AUTHORITY, a public transit district (“UTA” or “Party” and collectively referred to as the “Parties”) to be effective as of the date both Parties have signed this Agreement and it is recorded with the Salt Lake City Recorder’s Office (“Effective Date”).

**RECITALS:**

WHEREAS, the Parties have a cooperative relationship focused around providing transit service, specifically improving the 200 South Transit Corridor that includes in-lane bus stops with bus boarding platforms, transit priority lanes, bike lanes, and upgrades to pedestrian infrastructure; and

WHEREAS, SLC has been awarded funding through the Federal Transit Authority (FTA) via FY2023 Community Project Fund (CPF) designated for use on 200 South Transit Corridor; and

WHEREAS, SLC currently cannot be a direct recipient of the CPF grant; and

WHEREAS, UTA has the authority and desires to enter into a Funding Agreement with FTA for the CPF grant, on behalf of SLC; and

WHEREAS, UTA and SLC desire to cooperate in the management of the design and construction of the Project; and

WHEREAS, UTA will administer the CPF grant, including necessary agreements with FTA, procurement of construction services, and monitoring/reporting obligations required by the CPF grant; and

WHEREAS, the Parties desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project (defined below);

**AGREEMENT**

NOW THEREFORE, on the stated recitals and for good and valuable consideration, the Parties agrees as follows:

## AGREEMENT

1. **PROJECT DEFINED:** The project to be funded through the CPF grant (“Project”) means the construction of elements that will be added to the 200 South Transit Corridor to enhance operations, as set forth in more detail in the CPF grant. This effort aims to improve traffic signal operations, including transit signal priority (TSP), connected vehicle systems (V2X), and detection systems for vehicles, pedestrians, and cyclists. This effort will also consider how the transit lane is used by the general traveling public and identify strategies to minimize violations and keep the bus lane from being blocked, including high visibility signage and pavement markings (e.g. red transit lane).

Specifically, the Project will :

- Apply red transit lane paint and associated pavement markings on 200 S from 400 W to Main St and State St to 700 East including thermoplastic “bus only” pavement markings and supplemental signs.
- Install new traffic signals at 900 E / 200 S and signals at 1300 E / 200 S, and rebuild curb ramps as needed.

2. **PROCUREMENT:** SLC will procure and manage all aspects of professional design for the Project. The City understands that these expenses, and any other expenses for work done before UTA signs the CPF grant agreement cannot be reimbursed through the CPF grant.

UTA will manage all aspects of procurement of construction services. UTA may select the procurement methods that are best suited to the Project needs and funding source requirements. UTA shall provide SLC with an opportunity to review and comment on Requests for Proposal and other solicitation documents before they have been released and shall include one SLC representative on the source selection committee.

3. **DESIGN:** Throughout the design process, SLC shall direct the selected design firm to provide UTA with the opportunity to review and comment on all design submittals, including the final design documents. UTA may provide comments on design submittals and SLC will direct the design firm to incorporate any of UTA’s reasonable comments into the design of the Project. Although SLC will have final authority over the design of the Project, SLC agrees to incorporate UTA specifications into the design of the Project when requested by UTA and as appropriate. SLC will provide to UTA the final design documents necessary for UTA’s procurement of construction services in a timely manner in order to avoid incurrence of liability for disruption and delay. Any such liability caused by SLC shall be addressed under Paragraph 12 below.

4. **CONSTRUCTION:** Throughout the construction process, UTA will coordinate, or cause its selected contractor to coordinate, with SLC to ensure that construction is consistent with the final design documents, meets Project and SLC specifications. UTA will appoint a Project Manager to oversee construction activities and approve payment requests and field changes with concurrence from SLC. Final acceptance of the Project shall not be granted by UTA until testing and activation has occurred to the satisfaction of SLC. SLC shall provide reviews and approvals in a timely manner in order to avoid incurrence of liability for disruption and delay. Any such

liability caused by SLC shall be addressed under Paragraph 12 below.

5. RECORD DOCUMENTS: UTA shall require the selected construction contractor(s) to provide SLC with the project record documents (“As-Builts”), approved submittals, and project files to SLC for the purposes of ongoing maintenance records.

6. TERM: This Agreement shall remain in full force and effect until the identified project scope that is CPF funded has reached its useful life and the grant is closed out. SLC shall have the opportunity to provide inspection and raise any quality of construction issues to UTA for resolution prior to closeout. The Project is estimated to be completed prior to the end of 2027.

7. FUNDING: SLC shall provide UTA with the required local match requirement, a total of \$500,000, that will be paid to UTA in two installments, in order for UTA to execute the CPF grant agreement with Federal Transit Administration. SLC will pay the first installment to UTA concurrently with the signing of this agreement. SLC will pay the second installment to UTA upon UTA’s execution of the construction contract for the Project. The CPF grant total is \$2,000,000 and the total Project budget is \$2,500,000, including all necessary administrative fees and contingencies. The UTA administrative fees will be deducted from the grant award in the maximum amount of 10%, which is \$250,000 based on total project value of \$2,500,000. UTA shall not be required to expend more than the total Project budgeted amount. If the total Project budgeted amount is insufficient to complete the Project, UTA and SLC shall confer and agree to either descope the Project, which shall be reflected in a written amendment to this agreement, or seek additional funds from another source. Should UTA fail to execute the CPF grant agreement or fail to timely comply with the terms of the CPF grant agreement such that the Project is not constructed, UTA shall return any of the local match SLC had paid to UTA.

8. COMPLIANCE. UTA shall ensure construction of the Project is done in compliance with all applicable federal rules and regulations including the generally applicable Chapter 53 requirements, including but not limited to the general provision requirements of Section 5323 (such as NEPA and Buy America Compliance), contract and procurement requirements of Section 5325, project management requirements of Section 5327, and the nondiscrimination requirements of Section 5332.

9. BILLING: UTA is responsible for paying all construction contractor invoices or any other related invoices necessary to complete the Project, other than the design services which will be paid directly by SLC.

10. ASSUMPTION OF OWNERSHIP: Upon completion of the Project and SLC agreeing in writing that the construction of the Project is consistent with the design documents and meets SLC’s specifications, SLC shall assume ownership of the Project.

11. ASSET MANAGEMENT AND REPORTING: In accordance with Federal Transit Administration (FTA) requirements, all CPF grant funded project element assets shall be maintained by SLC in functional condition and inventoried through the conclusion of their useful life. SLC shall provide to the UTA annual asset condition reports, including dated photographs, and UTA shall submit such photos to FTA in July of each year (photos must be dated between July 1 and July 31). These annual FTA milestone progress reports will be submitted by UTA and

UTA will contact SLC for any additional information as needed. UTA will be responsible for updating the FTA databases with this information. All assets will be recorded and monitored within UTA's asset management system.

## 12. GENERAL PROVISIONS:

### a. MUTUAL INDEMNITY:

- UTA, to the fullest extent permitted by law, shall indemnify, hold harmless and defend SLC, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or omissions of UTA, its consultants and subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- SLC shall indemnify, hold harmless and defend UTA, its officers, directors, and employees from and against third party claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or omissions of SLC, its employees, consultants and contractors in the design of the Project.
- The obligation to indemnify is limited to the amounts stated in the Utah Governmental Immunity Act ("Act"). Nothing in this Agreement shall be construed as a waiver of the requirements and liability limitations contained of the Act.

b. **DISPUTES:** Disputes arising under this Agreement shall be resolved by discussion at successive levels of management culminating with the respective Executive Directors. If resolution doesn't occur through good faith discussion at the Executive Director level, the Parties may submit the matter to non-binding mediation under using a Judicial Arbitration and Mediation Services (JAMS) mediator and the JAMS process. If mediation isn't successful in resolving the dispute or the Parties elect to not pursue mediation, the Attorney General Chief Civil Deputy for a binding opinion on the merits of the controversy.

c. **WAIVER.** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the other Party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

d. **GOVERNING LAW.** This Agreement are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

e. **ENTIRE AGREEMENT.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Parties regarding the subject matter

hereof. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

f. AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

g. NOTICES. All notices, requests, demands, and other communications required in this Agreement shall be in writing and shall be deemed given when received if personally delivered, or mailed, certified mail, return receipt requested, sent by overnight carrier to the addresses set forth therein, or delivered by electronic mail. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority  
Attn: Jon Larsen  
669 West 200 South  
Salt Lake City, Utah 84101

with a copy to:

General Counsel  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

If to SLC:

Division of Transportation  
349 South 200 East, Suite 150  
Salt Lake City, Utah 84114-5502

With a copy to:

Salt Lake City Attorney's Office  
451 South State Street, Room 501A  
Salt Lake City, Utah 84114

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Approved as to Form

DocuSigned by:  
*Michael Bell* 5/13/2026  
70E33A415BA44F6...  
\_\_\_\_\_  
UTA Legal Counsel

SALT LAKE CITY CORPORATION

By   
Its Transportation Director

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

 04/09/2026  
Allison Parks  
Deputy City Attorney

Keith Reynolds  
Keith Reynolds (Apr 21, 2026 09:23:56 MDT)

City Recorder

RECORDED

04/21/2026