

Memorandum of Funding Agreement

Whereas, Mountainland Association of Governments (MAG) and Utah Transit Authority (UTA) desire to collaborate in facilitating the extension of the FrontRunner commuter rail system into southern Utah County; and

Whereas, MAG desires to provide \$1,884,600 to UTA as reimbursement for UTA's expenditures for the environmental assessment and preliminary engineering work associated with extending FrontRunner into southern Utah County; and

Whereas, under 2022 H.B. 3, Item 371, the Utah State Legislature allocated (for UDOT's administration) a one-time total of \$5,000,000 from the General Fund, One-Time Schedule of Programs to the Transportation Investment Fund for fiscal year 2022-2023 to support planning and environmental efforts extending FrontRunner into southern Utah County; and

Whereas, UTA contracted with AECOM Technical Services Inc. for environmental assessment and preliminary engineering work on March 9th, 2023; and

Whereas, the total value of AECOM's contract is \$8,679,117.92 and UTA has expended over \$2,000,000 to date; and

NOW THEREFORE, The Parties agree as follows:

MAG shall pay UTA the amount of \$1,884,600 as reimbursement for UTA's expenditures on the environmental assessment and preliminary engineering work associated with extending FrontRunner to southern Utah County.

UTA shall provide the required \$135,400 local match from the one-time legislative funds allocated to the project.

UTA shall use the MAG's \$1,884,600 contribution only as reimbursement for the environmental assessment and preliminary engineering work and for no other purpose.

MAG is not obligated to contribute any additional funds over and above its \$1,884,600 contribution.

UTA is responsible for the full value of the AECOM contract, including seeking additional external funds if necessary.

MAG shall pay the full amount to UTA no later than December 15, 2025.

UTA agrees to use its best efforts to complete the required environmental work in a timely manner; however, UTA is not obligated to produce or obtain any specific outcome, product or result because of MAG's contribution.

Any disputes concerning this Agreement shall be resolved by discussions at successive levels of leadership up to and including the Executive Directors within MAG and UTA.

If UTA receives payment from MAG but fails to utilize the funds as reimbursement for the required environmental assessment and preliminary design work described above, MAG's payment shall be refunded.

Based on reasonable and timely notice, MAG or its retained accountant shall have the right to review UTA financial data in order to verify the appropriate use of its contribution

Neither Party assumes any type of liability for the acts or omissions of the other Party by reason of this Funding Agreement. Each Party shall hold the other Party harmless and indemnify the other Party for any 3rd party tort claims asserted against either Party in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

UTAH TRANSIT AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

DocuSigned by:
Michelle Carroll
921F21BB2DBB47D...

Signature: _____

Name: _____

Title: _____

5/27/2025

Date: _____

Signed by:
April Crane
B2C21D6B93804A2

Signature: _____

Name: _____

Title: _____

5/27/2025

Date: _____

Approved as to Form:

Michael L Bell
UTA Legal Counsel

Digitally signed by Michael L Bell
Date: 2025.06.02 09:42:50 -06'00'

DocuSigned by:
LaNessa Davenport
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DocuSigned by:
Robert Allen
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