

**Amendment No. 1**  
**to the**  
**CONTRACT BETWEEN WASATCH FRONT REGIONAL COUNCIL AND**  
**UTAH TRANSIT AUTHORITY**  
**UTA Contract No. UT94-134VT-1**

WHEREAS, on April 25, 1995, the Wasatch Front Regional Council (WFRC) and Utah Transit Authority (UTA) (together the “Parties”) entered a contract (Contract) for the purpose of implementing the working arrangements between the Parties, for the development of the Unified Work Program, for the completion of the work included in the Unified Work Program, for the financial transactions required to implement the Unified Work Program, for progress reporting and auditing; and

WHEREAS, under the Contract, UTA is obligated to provide matching funds to WFRC required for the Federal Transit Administration Section 5303 metropolitan planning funds allocated to WFRC as part of the Consolidated Planning Grant administered by the Federal Highway Administration (FHWA); and

WHEREAS, the amount of match provided by UTA has been approximately 20% to the 5303 allocation amount which has recently surpassed \$200,000, and

WHEREAS, the Public District Transit Act (UCA 17b-2a-801 et. seq.) requires the UTA Board of Trustees to approve any contract or expense exceeding \$200,000, and

WHEREAS, UTA has a requirement to clarify its match obligation and obtain the approval of its Board of Trustees for the match expenditure.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. UTA’s full match obligation under Section VII (COMPENSATION), paragraphs 5 and 6, shall be as described in the table below:

<b>FY* 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>
\$220,000 or 20%** to the FFY*** 2022 Section 5303 allocation amount, whichever is less.	\$225,000 or 20% to the FFY 2023 Section 5303 allocation amount, whichever is less.	\$230,000 or 20% to the FFY 2024 Section 5303 allocation amount, whichever is less.	\$235,000 or 20% to the FFY 2025 Section 5303 allocation amount, whichever is less.	\$240,000 or 20% to the FFY 2026 Section 5303 allocation amount, whichever is less.

\*FY means WFRC's fiscal year which runs from July 1<sup>st</sup> through June 30<sup>th</sup>.  
\*\*20% is calculated as (5303 allocation/ 0.80) \* 0.20  
\*\*\*FFY means federal fiscal year

2. The Parties shall enter subsequent amendment(s) to address UTA's match obligation for years beyond FY 2027.
3. Section VIII (Method of Payment), Paragraph 1, is hereby deleted and replaced with the following:
  - 1) It is agreed that WFRC will prepare and submit to UTA an annual invoice in an amount derived from this Amendment No. 1. Invoices shall be submitted, and payments made within the first quarter of WFRC's fiscal year (July thru September) or the third quarter of UTA's annual budget year (July thru September) but in no event later than September 30<sup>th</sup> for each respective year.
4. All other terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract, the terms of this Amendment shall govern.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 as of the last date written below:

**UTA**


\_\_\_\_\_  
Nichol Bourdeaux  
Chief Planning and Engagement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay Fox  
Executive Director

\_\_\_\_\_  
Date

**WFRC**

  
\_\_\_\_\_  
Andrew Gruber  
Executive Director

\_\_\_\_\_  
July 18, 2022

\_\_\_\_\_  
Date

Approved by Legal:

DocuSigned by:  
*Mike Bell*  
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Michael Bell  
Assistant Attorney General  
UTA Legal Counsel

7/27/2022

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Date