

COOPERATIVE AGREEMENT
BETWEEN
UTAH TRANSIT AUTHORITY
AND
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS
FOR
TECHNICAL ASSISTANCE TO GOVERNMENTS PROGRAM PARTNERSHIP
UTA Contract No. 22-03603

Background

This Cooperative Agreement sets the terms and understanding between the Utah Transit Authority (UTA) and Mountainland Association of Governments (MAG) to create an ongoing program that is an objective and performance-based method of awarding planning technical assistance to city-led local government projects in the MAG region (Summit, Utah, and Wasatch counties). This partnership will support the local governments within the MAG region by funding coordinated transportation and land use planning projects and studies that support local and regional goals by means of multi-jurisdictional and/or multi-agency collaboration between UTA and MAG and other key stakeholders. The program's goals are to:

- Maximize the value of investment in public infrastructure.
- Enhance access to opportunity.
- Increase travel options to optimize mobility.
- Create communities with opportunities to live, work, and play.

The program will be accomplished by working with partners and local governments to complete approximately 5-10 projects per funding year depending on the size and scope of each project.

This Cooperative Agreement is made and entered into this 24th day of August, 2022. Between Mountainland Association of Governments ("MAG") and Utah Transit Authority ("UTA") (hereinafter referred to as the "Parties" or each individually, a "Party").

WHEREAS, MAG, UTA and other stakeholders have determined to cooperate in organizing a program, to be known as the MAG Technical Assistance to Governments Program ("TAG"); and

WHEREAS, the TAG'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 TAG.

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 TAG 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. Communities will have the opportunity to request assistance, in the form UTA or MAG staff time, consulting, and training.
- 2. Requests for Assistance.** On an annual basis, commencing in FY 2023, communities, cities and counties will be notified of the opportunity to participate in the TAG. Specific projects that will be considered for assistance may include but are not limited to:
 - a) Station area plans,
 - b) Transit oriented development studies
 - c) First/last mile connectivity studies
 - d) Active transportation plans
 - e) Visioning efforts
 - f) General plans - coordinated transportation (all modes) and land use (economic development, housing, etc.) planning
 - g) Transportation facilities studies and plans
 - h) Transportation master plans
 - i) Place-making plans and studies
 - j) Transit demand and feasibility analysis
 - k) Access to transportation for low income and minority communities
 - l) Transit/pedestrian supportive design
 - m) Micro and macro transportation modeling
 - n) Land use planning and ordinance development
 - o) Access to transportation for low income and minority communities
 - p) Transit/pedestrian supportive design,
 - q) Micromobility studies (ie; scooter share, ebikes, bikeshare).
- 3. Submittal of Requests.** The notice of opportunity to communities will include an annual 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 TAG, including by way of example only, the following:
 - a) Help local governments create desired livable communities and create opportunities for transit oriented community growth
 - 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
- h) Create communities with opportunities to live, work, and play
- i) Maximize the value of investment in public infrastructure
- j) Increase travel options to optimize mobility

4. Selection of Projects. UTA and MAG 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, MAG 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.

5. Consultant Procurement. Selection of a Consultant to assist in the TAG shall be completed by public procurement process, in accordance with and as required by, appropriate Federal and State procurement law. MAG shall prepare and release the request for proposals. After selection of a Consultant, based upon the needs of the Selected Projects, MAG will enter into a contract with the selected Consultant. In lieu of MAG initiating a competitive bid process, the Procurement Agent may use contractors from the MAG/WFRC Consultant Pool who have been pre-qualified and selected using the competitive bid process.

6. Graphical Information System (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) MAG 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. MAG will maintain and make available to all funding partners the final deliverables and associated source files.

7. UTA Contribution. Subject to UTA's annual budgeting process, and subject to termination as described in Section 12 below, UTA will provide funding for the TAG, in the amounts noted below. Such funding shall be paid by UTA to MAG on an annual basis on or near the start of each MAG fiscal year. The anticipated funding amounts to be provided by UTA to MAG will begin in MAG’s Fiscal Year 2024 (July 1, 2023 - June 30, 2024), and continue annually for the next five (5) fiscal years. The funding amounts and year of payment are shown in the table below:

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

8. Agreement Duration. This Cooperative Agreement shall be effective from the signing of this document by the authorized officials from both MAG and UTA and will remain in effect for five (5) years (ending 5 years from the date the contract is executed) or until modified or terminated by any one of the partners by mutual consent. The duration of this Cooperative Agreement may be extended by amendment annually thereafter as approved by both parties.

9. MAG Contribution. Mag shall administer the TAG program using funds from other sources.

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

- a) MAG will be the primary administrator of the TAG, and be responsible for coordinating directly with all program participants and administrating support for the Selected Projects.
- b) MAG will submit annually a comprehensive list of all Selected Projects to UTA and any additional funding partners.
- c) MAG will invoice UTA on an annual basis and according to the annually scheduled amounts as outlined above in Section 7.
- d) MAG will manage and administer the TAG fund and provide annual accounting statements and progress reports to UTA as detailed in Section 11.

11. Reporting. MAG will manage and administer the TAG program and funds, and will provide quarterly accounting statements and progress reports to UTA. These accounting statements and progress shall be delivered to UTA at each committee project meeting which shall be held on a mutually acceptable date. Additional accounting statements and progress reports will continue on an annual basis until all programs and Selected Projects have been completed or terminated. The Parties acknowledge that TAG projects may be

completed beyond the dates of a fiscal year. Annual reports will be structured containing these sections as follows:

- a) Accounting Summary
- b) Program Management Summary – including Selected Project updates
- c) Program Monitoring Summary - including any information relevant to the status of the TAG program in the region

12. Termination. This Agreement shall be effective for a five (5) year, sixty (60) 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 TAG in any given budget year, then upon notice to MAG, within sixty (60) days of adoption of such UTA budget, UTA may terminate this Agreement and the funding obligations hereunder.

13. Miscellaneous.

- a) Effective Date. This Agreement shall take effect upon the last date of signature below. It may be amended by mutual written agreement of the Parties and will remain in effect until terminated as provided hereinabove.
- b) Business Association. This Agreement creates a contractual cooperative agreement and not a partnership, joint venture or other formal business association.
- c) Agency. This Agreement does not empower the either Party as the agent of the other. Neither Party may enter into any obligation or commitment on behalf of the other.
- d) 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 _____
Jay Fox, Executive Director

Date: _____

By _____
Nichol Bourdeaux, Chief Planning and Engagement Officer

Date: _____

DocuSigned by:
By Mike Bell _____
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Mike Bell, Assistant Attorney General
UTA Counsel
Date: 8/3/2022

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

DocuSigned by:
By LalNiece Davenport _____
05B10D2854714C9...
LalNiece Davenport, Planning and Policy Director

Date: 8/1/2022

DocuSigned by:
By April Sandberg _____
B2C21D6B93804A2...
April Sandberg, Finance Director

Date: 8/3/2022

DocuSigned by:
By Michelle Carroll _____
921F21BB2DBB47D...
Michelle Carroll, Deputy Director

Date: 8/3/2022