

**HB 322 FUND TRANSFERS AND WORK DESIGNATION AGREEMENT  
BETWEEN  
UTAH DEPARTMENT OF TRANSPORTATION AND  
UTAH TRANSIT AUTHORITY**

This HB 322 Fund Transfers and Work Designation Agreement (the “**Agreement**”) is entered to be effective as of \_\_\_\_\_, by and between the Utah Department of Transportation (“**UDOT**”), an agency of the State of Utah, and Utah Transit Authority (“**UTA**”), a large public transit district of the State of Utah. UDOT and UTA are collectively referred to as “**Parties**” and each may be referred to individually as a “**Party**.”

**RECITALS**

WHEREAS, pursuant to 2021 House Bill 433, lines 598 to 605, Utah Code Section 63B-31-101(4)(a), as subsequently modified by 2021 House Bill 1008, lines 97 to 104, the Utah State Legislature allocated the following funds, for UDOT’s administration, from the General Fund: \$68,000,000 to double track strategic sections of FrontRunner commuter rail system (“**FrontRunner Project**”); \$12,000,000 for construction and improvements to the S-line street car facilities in Salt Lake City; \$11,000,000 for bus rapid transit in the Salt Lake midvalley area; \$5,000,000 for an environmental study at the point of the mountain area; \$4,000,000 for a UTA and Sharp-Tintic railroad consolidation project; and \$1,600,000 for a rail station in Vineyard City, for a total of \$101,600,000, and the Parties agreed to transfer these funds to UTA pursuant to a Pass Through Funds Agreement entered into as of November 18, 2021 attached hereto as **Exhibit A** and incorporated herein, and which shall be modified as stated in this Agreement (the “**2021 UTA Pass Through Agreement**”).

WHEREAS, after the Parties entered into the 2021 UTA Pass Through Agreement, UDOT distributed funds to UTA as stated therein until the 2022 General Session of the Utah State Legislature enacted House Bill 322, as subsequently amended (“**HB 322**”), which gave UDOT oversight and supervisory responsibility for fixed guideway capital development projects that include state funding.

WHEREAS, after HB 322’s enactment, the Parties entered a House Bill 322 Implementation Agreement as of May 1, 2022 (the “**2022 Implementation Agreement**”, which is attached hereto as **Exhibit B** and incorporated herein, and which shall be modified as stated in this Agreement). In the 2022 Implementation Agreement, the Parties acknowledged that the passage of HB 322 had impacted the 2021 UTA Pass Through Agreement because HB 322 gave UDOT responsibility for the projects that it funded, and the Parties agreed that UDOT would cease further transfers of funds to UTA under the 2021 UTA Pass Through Agreement and that UTA would return certain funds to UDOT once the Parties had determined how to make that transfer.

WHEREAS, pursuant to 2022 House Bill 3, Item 371, the 2022 Utah State Legislature also appropriated an additional \$75,000,000 to UDOT to double track strategic sections of the FrontRunner commuter rail system, and the legislature expressed an intent that UDOT use up to \$5,000,000 of that appropriation for planning and environmental analysis to extend FrontRunner to Payson, including station area planning as appropriate.

WHEREAS, to provide for needed work, UDOT now wants to designate UTA as a party that will perform work for the projects listed in the 2021 UTA Pass Through Agreement and for the Payson environmental analysis that was funded by the 2022 Utah State Legislature.

WHEREAS, the Parties also now want to provide for UTA to return to UDOT some of the funds that UDOT transferred to UTA pursuant to the 2021 UTA Pass Through Agreement (in the amounts stated herein) so UDOT can administer those funds for the projects identified herein (which the Parties acknowledge will include UDOT using some of such funds to pay for approved reimbursement requests submitted by UTA).

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

**1. Transfers by UTA to UDOT**

- a. Funds Returned by UTA. The Parties agree that UDOT transferred the following funds to UTA pursuant to the 2021 UTA Pass Through Agreement, and that UTA will now transfer the following funds back to UDOT on the terms stated in this Section 1:

Amount that UDOT transferred to UTA that UTA will transfer back to UDOT:	Applicable project:
\$51,000,000	This amount was transferred to UTA pursuant to the 2021 UTA Pass Through Agreement to be used to double track strategic sections of the FrontRunner commuter rail system.
\$3,000,000	This amount was transferred to UTA pursuant to the 2021 UTA Pass Through Agreement to be used for the Sharp-Tintic railroad consolidation project.
<b>TOTAL TRANSFER AMOUNT</b>	<b>\$54,000,000</b>

- b. Terms. UTA agrees to transfer to UDOT the total transfer amount stated in this Section 1 within thirty (30) days of executing this Agreement. The Parties agree that upon such transfer, the following will apply:
  - i. UDOT will then possess the full amount that the 2021 UTA Pass Through Agreement required UDOT to provide to UTA for the following: \$68,000,000 to double track strategic sections of the FrontRunner commuter rail system; and \$4,000,000 for the UTA and Sharp-Tintic railroad consolidation project.

- ii. This Agreement hereby amends the 2021 UTA Pass Through Agreement to remove from it the following funding and projects, and UDOT and UTA shall have no obligations for the following under the 2021 UTA Pass Through Agreement: \$68,000,000 to double track strategic sections of the FrontRunner commuter rail system; and \$4,000,000 for the UTA and Sharp-Tintic railroad consolidation project.

## 2. Transfers by UDOT to UTA

- a. Completion of Remaining Pass Through Transfers. The Parties agree that pursuant to the 2021 UTA Pass Through Agreement, UDOT will make a final transfer of the \$7,000,000 of funding that is identified below so UTA can pursue the work for such projects as set forth in Section 3 below:

<u>Project</u>	<u>Amount Appropriated</u>	<u>Amount Transferred Already from UDOT to UTA</u>	<u>Amount Remaining to transfer from UDOT to UTA</u>
<u>Point of the Mountain</u>	<u>\$5,000,000</u>	<u>\$3,750,000.00</u>	<u>\$1,250,000</u>
<u>S-Line Streetcar</u>	<u>\$12,000,000</u>	<u>\$9,000,000.00</u>	<u>\$3,000,000</u>
<u>Mid Valley-Bus Rapid Transit</u>	<u>\$11,000,000</u>	<u>\$8,250,000.00</u>	<u>\$2,750,000</u>
<u>Vineyard</u>	<u>\$1,600,000</u>	<u>\$1,600,000.00</u>	<u>\$0</u>
<b><u>Total Appropriated:</u></b>	<b><u>\$29,600,000</u></b>	<b><u>Remaining Total Transfer Amount:</u></b>	<b><u>\$7,000,000</u></b>

- b. Payson Funds. \$5,000,000 from an appropriation to UDOT under 2022 House Bill 3, Item 371 for planning and environmental analysis to extend FrontRunner to Payson, including station area planning will be handled under a separate agreement
- c. Terms. UDOT agrees to transfer to UTA the Remaining Total Transfer Amount of \$7,000,000 that is stated in Section 2.a within thirty (30) days of executing this Agreement. The Parties agree that upon such transfer, the following will apply: UDOT shall have no further obligations to transfer any funds for the projects identified in Section 2.a under the 2021 UTA Pass Through Agreement, and all funding transfers required by the 2021 UTA Pass Through Agreement shall have been completed.
- d. Return of Unexpended Funds. On the fifth anniversary from the last date of signature of this Agreement and at every fifth anniversary thereafter until all funds identified in Sections 2.a. and 2. B have been expended or returned, UTA will provide an accounting of unexpended funds. Without regard to any date of project completion, all funds remain subject to the terms of the 2021 UTA Pass Through Agreement and this Agreement. Upon review by the parties, and agreement that there are no additional eligible activities required under Exhibit

C or under the separate agreement referenced in Section 2.b to be performed by UTA, UTA will promptly return to UDOT any unexpended funds.

### 3. Designation of UTA Work

- a. Designation. Pursuant to HB 322, UDOT has oversight and supervisory responsibility for fixed guideway capital development projects that include state funding, and UTA coordinates with UDOT concerning such projects. In connection with UDOT's assumption of responsibilities under HB 322, UDOT designates UTA as a party that will perform the work that is authorized by UDOT for the following projects: the S-line street car facilities in Salt Lake City; bus rapid transit in the Salt Lake midvalley area; an environmental study at the point of the mountain area; a rail station in Vineyard City; and a planning and environmental analysis to extend FrontRunner to Payson, including station area planning as appropriate.
- b. Scope of Designated Work. The work that UDOT has authorized and designated UTA to perform is set forth in **Exhibit C** attached hereto and incorporated herein. In general, UDOT has oversight responsibility for these projects and also provides direction for the point of the mountain area environmental study, as further described at Exhibit C.
- c. Time of Designation. This designation is effective for each project listed in Section 3.a as of the date when UTA first performed work for each such project.

### 4. Amendments to Referenced Agreements

The Parties agree that the 2021 UTA Pass Through Agreement (which is set forth at Exhibit A) and the 2022 Implementation Agreement (which is set forth at Exhibit B) are hereby amended in the manner expressly stated in this Agreement, and that except as expressly modified by this Agreement, the 2021 UTA Pass Through Agreement and the 2022 Implementation Agreement shall each remain in full force and effect.

### 5. Further Assurances

Each Party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either Party, and either Party may notify the other party of a need for further acts.

### 6. Miscellaneous

- a. Waiver: Failure of either Party at any time to require performance of any provision of this Agreement shall not limit either 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. No waiver is valid except a writing signed by an authorized representative of the party waiving.

- b. Governing Law: This Agreement is 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 a court located in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.
  
- c. Other: There are no third-party beneficiaries of this Agreement. This Agreement does not create a partnership, agency, joint venture, or other relationship among the Parties. If any provision of this Agreement is severed, the remainder shall be construed to give effect to the intent of the Parties. Neither Party is considered to be the drafter of this Agreement. This Agreement may not be assigned without the other Party's prior written agreement, and any purported assignment to the contrary is void. Time is of the essence. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the parties. Any terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts and signed electronically.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

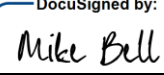
\_\_\_\_\_  
Jay Fox  
Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Carlos Braceras  
Executive Director  
Date: \_\_\_\_\_


DocuSigned by:  
  
\_\_\_\_\_  
91ABD751A06D4BE...  
Jared Scarbrough  
Director of Capital Design & Construction  
4/21/2024  
Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

DocuSigned by:  
  
\_\_\_\_\_  
70E33A415BA44F6... 4/17/2024  
Michael L. Bell  
Assistant Attorney General (UTA)

\_\_\_\_\_  
Jodi Howick  
Assistant Attorney General (UDOT)

DocuSigned by:  
  
\_\_\_\_\_  
6053314B5E84462...  
Janelle Robertson  
Project Manager III  
Date: 4/19/2024

\_\_\_\_\_  
Shara Hillier  
Comptroller  
Date: \_\_\_\_\_

**EXHIBIT A – 2021 UTA PASS THROUGH AGREEMENT**

*Pages to follow*

[Insert first agreement]

## PASS THROUGH FUNDS AGREEMENT

**THIS PASS THROUGH FUNDS AGREEMENT** (“Agreement”) is entered into as of November 18, 2021 between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Utah Transit Authority (“UTA”), a large public transit district.

### RECITALS

**WHEREAS**, pursuant to 2021 HB 433, lines 598 to 605, Utah Code Section 63B-31101(4)(a), subsequently modified by 2021 HB 1008, lines 97 to 104, the Utah State Legislature allocated the following funds (“Funds”) (for UDOT’s administration) from the General Fund: \$68,000,000 to double track strategic sections of FrontRunner commuter rail system; \$12,000,000 for construction and improvements to the S-line street car facilities in Salt Lake City; \$11,000,000 for bus rapid transit in the Salt Lake midvalley area; \$5,000,000 for an environmental study at the point of the mountain area; \$4,000,000 for UTA and Sharp-Tintic railroad consolidation project; and \$1,600,000 for a rail station in Vineyard City for a total of \$101,600,000.

**WHEREAS**, Utah Code Section 63J-1-220(2) mandates that UDOT may not provide UTA with state pass through funding unless an agreement is executed. In addition, such agreement must require UTA to provide a written description and itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent, and a final written itemized report when all the Funds are spent; and

**WHEREAS**, Utah Code Section 63J-1-903 requires specific performance measures for the funds that are spent to meet UDOT’s reporting obligations to the Governor’s Office of Management and Budget and the Office of Legislative Fiscal Analyst.

### AGREEMENT

**THEREFORE**, in consideration of the foregoing recitals (which by this reference are incorporated herein) and the mutual promises set forth herein, the parties hereto agree as follows:

1. Objective and Payment Schedule. UTA will use the Funds appropriated on its behalf for the purposes stated in this Agreement. UDOT will transfer the Funds to the UTA in the following manner: UDOT will pay the Funds to UTA in four quarterly installments during the state of Utah’s 2021-2022 fiscal year. Each installment will total \$25,400,000. UDOT will pay the four installments to UTA by making a payment within 30 days of each of the following dates: November 15th, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>. The total amount of all four quarterly installments will be \$101,600,000.

2. Key Activities. UTA will use the Funds as described in this Agreement to meet the following performance measures:



- a. Eighty percent of the projects will have executed contracts for environmental or design work, where applicable, by July 1, 2022 for projects receiving the Funds.
- b. UTA will provide to UDOT a written report of the status of all projects by no later than June 30, 2022, and will provide other reports as stated in this Agreement.
- c. The Funds allows for nine new transit projects to be delivered. It is important that UTA delivers these projects quickly as reasonably possible to provide benefits to the public and allow for the economic benefits for the increased work.

3. Budget and Deliverables. UTA will maintain documents that show all projected and actual spending for the activities described herein, including all funding sources and itemized project costs. UTA agrees that from time-to-time UTA (and UDOT) may be responsible to submit reports or respond to inquiries for the Utah State Legislature and the Utah Governor's Office, and to comply with other reporting rules or audit requirements in connection with the Funds. UTA will promptly respond to UDOT's reasonable requests for information concerning the Funds. Upon spending all of the Total Funds, UTA will provide UDOT with a final written itemized report detailing where the Funds have been spent and also showing all funding sources and total project costs. For all Funds that are not spent during the state's FY 2021-2022, UTA will provide a written description and an itemized report at least annually detailing the expenditure of the Funds, or the intended expenditure of any Funds that have not been spent and will provide the final written itemized report described above upon exhausting the Funds. Reporting requirements are further described in Exhibit A attached hereto and made a part hereof.

4. Limitation. UTA agrees that it will only spend the Funds for the purposes and related activities that are expressly described this Agreement. If UTA misapplies any Funds, it shall promptly notify UDOT and remove such expenditure from the budget so such expenditure is not paid by the Funds. If UTA fails to correct any misapplication of the Funds within 30 days of discovering such misapplication, UTA agrees that it shall no longer have the right to possess the Funds and that all unspent and misapplied Funds shall at that time be immediately due and payable to UDOT so UDOT can return them to the state of Utah in the manner determined by the Utah Governor's Office or the Utah State Legislature. In that case, UTA and UDOT would work out a mutual agreement on the amount of misspent funds and the method and timing of repayment.

5. UDOT's Role. UTA agrees that UDOT is a pass-through administrator only for the Funds and that UDOT does not have any role in the use of the Funds. UDOT is not entitled to any type of handling or administrative fee for its role as a pass-through entity. UTA agrees that UDOT shall not be liable for any claim or cost, of any kind whatsoever, in connection with the Funds, and UTA hereby releases UDOT from all of the same, regardless of when the same may arise. UTA further agrees to indemnify, hold harmless and defend UDOT from any claim or cost, of any kind whatsoever, in connection with the Funds, except to the degree caused by UDOT's negligence or malfeasance. This indemnity obligation shall not be construed to violate Utah's Governmental Immunity Act to the extent that such Act is applicable to a claim or cost. UDOT

has all remedies available by law in addition to those stated in this Agreement, and UDOT’s remedies are not limited by the terms of this Agreement.

6. Further Assurances. Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.

7. Modifications. The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.

8. Miscellaneous. This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party’s prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party’s chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.


10. Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

UTAH TRANSIT AUTHORITY

DocuSigned by:  
By: Shanklin, Kimberly  
Title: Chief People officer  
Date: 11/22/2021

UTAH TRANSIT AUTHORITY

DocuSigned by:  
  
By: \_\_\_\_\_  
Title: Chief Financial Officer  
Date: 11/19/2021


Approved as to form:

*Michael L. Bell*

11/22/2021

\_\_\_\_\_  
Assistant Attorney General  
UTA Legal Counsel

UTAH DEPARTMENT OF TRANSPORTATION

By:  \_\_\_\_\_  
Title: Executive Director  
Date: 11/18/2021

## EXHIBIT A

1. **Performance Measures.** The Parties agree that Funds will be applied to an approved scope of work for the project described in this Agreement and that the work will meet the performance measures provided by the recipient of the Funds.
2. **Public Funds Compliance.** The recipient of the Funds shall comply with applicable state statutes on the reporting and expenditure of public funds. In particular, Utah Code Annotated 63J-1-220(2)(b) requires recipients to provide UDOT with reports as provided therein and in this Agreement. The recipient of the Funds shall provide regular update reports to UDOT as frequently as UDOT may reasonably direct (but not more frequently than once each quarter). Each year, on the Friday at the end of the last full week of April, the recipient of the Funds will provide an annual report to UDOT that includes, at a minimum, the following (in the order specified):
  - a. An itemized account of amounts spent and the dates when spent (noting any items outside the approved scope of work, if any). The account will include all sources of funding and a statement of all remaining unspent Funds. This information is used to assess accuracy.
  - b. The projected spending that will be incurred before the applicable fiscal year's end (June 30 of each year).
  - c. The difference between the appropriated amount of Funds and the actual amount used.
  - d. A brief explanation of why the Funds were requested or granted, and how Fund expenditures solved or were expected to solve or ameliorate an issue.
  - e. An assessment of implementation which includes: (i) what month and year the project, program, or bill was fully implemented; (ii) whether the project or program encountered any factors that caused a delay in implementation and an explanation of those factors; and (iii) whether the project or program encountered any factors that caused a change in scope and an explanation of those factors
  - f. An assessment of performance which includes: (i) how the success of the project or program is being measured, and (ii) how successful the project or program has been according to those metrics.
  - g. Upcoming project milestone dates and the anticipated date of project completion.
3. **Final Report.** Within thirty (30) days after all Funds have been expended, the recipient of the Funds shall submit a Final Report to UDOT. The Final Report must address the following:
  - a. Each topic outlined in the scope of work.
  - b. The information required under Exhibit A, paragraph 2.
  - c. The date when the project or program was completed.

4. **Certification.** For all information submitted, the recipient of the Funds must certify that it has provided accurate information and used the funds as required by this Agreement.

**EXHIBIT B – 2022 IMPLEMENTATION AGREEMENT**

*Pages to follow*

[Insert second agreement]

## HOUSE BILL 322 IMPLEMENTATION AGREEMENT (FUNDING MEASURES)

This Implementation Agreement (“Agreement”) is entered into as of May 1, 2022, between the Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Utah Transit Authority (“UTA”), a large public transit district.

### RECITALS

**WHEREAS**, pursuant to House Bill 322 (HB 322) enacted by the Utah State Legislature during the 2022 General Session, UDOT is given oversight and supervisory responsibility for fixed guideway capital development projects that include state funding; and

**WHEREAS** HB 322 also requires UDOT and UTA to enter into an agreement whereby UTA will pay certain funds to UDOT; and

**WHEREAS** UDOT and UTA entered into a “Pass Through Funds Agreement” on November 18, 2021, which has been impacted by HB 322; and

**WHEREAS** UDOT and UTA desire to enter into an agreement for implementation of HB 322 legislative mandates;

### AGREEMENT

1. **Scope of Agreement.** This Agreement pertains to fixed guideway capital development projects funding measures as described herein, which means a project to construct a public fixed guideway facility that will add capacity to a fixed guideway and for which state funds are expended. Fixed guideway systems include TRAX, Frontrunner, and Bus Rapid Transit projects operating on a separate right-of-way for the use of public transit<sup>1</sup>.
  
2. **Impact on Existing 2021 PASS-THROUGH FUNDS AGREEMENT.** The PASS-THROUGH FUNDS AGREEMENT entered into by the Parties on November 18, 2021 (the “2021 Agreement”) provides funding to UTA for projects that are now subject to HB 322, and it is hereby amended as follows:
  - a. The payment of \$25,400,000 which is due under the 2021 Agreement to be transferred by UDOT to UTA on June 1, 2022, is hereby cancelled.

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<sup>1</sup> Fixed guideway as defined in Utah Code § 59-12-102(48)


- b. Once it is determined how UDOT will exercise oversight and supervision for contracts in support of the fixed guideway capital development projects covered by HB 322, the Parties will agree on the disposition of funds previously transferred to UTA by UDOT under the 2021 Agreement (those funds total \$76,200,000.00).
  - c. All other provisions of the 2021 Agreement shall remain in full force and effect as written therein.
3. **UTA Payment Obligation.** UTA shall pay UDOT the amount of \$5,000,000 per year for 15 years. UTA shall have the discretion to pay all or part of the total amount of \$75,000,000 on a timetable and from a funding source of its choosing, provided that the payments comply with H.B. 322, as amended from time to time, and the minimum payment of \$5,000,000 is paid to UDOT each calendar year by December 31<sup>st</sup> for 15 years or until the total amount of \$75,000,000 has been paid, whichever occurs first.
4. **Addenda.** The Parties will cooperate with one another in the execution of additional addenda to this Agreement regarding further implementation matters as the need arises to reach agreements on such matters.
5. **Further Assurances.** Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.
6. **Modifications.** The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.
7. **Miscellaneous.** This Agreement is binding upon and inures to the benefit of the parties and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

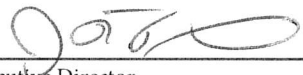



- 8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this point and supersedes any prior understandings, agreements, or representations, verbal or written.
- 9. **Signatures.** Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.


**UTAH TRANSIT AUTHORITY**


By:   
Title: Chief Service Development Officer  
Date: 6/15/22

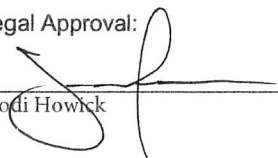
By:   
Title: Executive Director  
Date: 6/22/22


Legal Approval:  
 5/10/2022  
70E33A415BA44F6...

**UTAH DEPARTMENT OF TRANSPORTATION**

By:   
Title: Transit Program Director  
Date: 7/12/2022

By:   
Title: Deputy Director of Planning and Investment  
Date: 7/12/22

Legal Approval:  
  
Jodi Howick

Contract Administration Approval:  
  
Kristi Barney - Shara Hillier

Recipients

COMPLETED

SIGNING ORDER

1 ✓ **Mary DeLoretto**  
mdeloretto@ndeuta.com

 **Signed**  
on 06/15/2022 | 16:13  
Signed in location

2 ✓ **Jay fox**  
jfox@ndeuta.com

 **Signed**  
on 06/22/2022 | 21:22  
Signed in location

6/22/22

3 ✓ **Jodi Howick**  
jhowick@agutah.gov

 **Signed**  
on 06/24/2022 | 11:00  
Signed in location

4 ✓ **Brian Allen**  
briana@utah.gov

 **Signed**  
on 06/25/2022 | 09:41  
Signed in location

5 ✓ **Kristi Barney**  
contractadmin@utah.gov

 **Signed**  
on 06/29/2022 | 14:02  
Signed in location

CURRENT

7 **Teri Newell**  
tnewell@utah.gov

 **Needs to Sign**  
Viewed on 06/27/2022 | 16:14

WAITING

8 **Rebecca Cruz**  
rcruz@ndeuta.com

CC **Receives a Copy**

9 **Mike Bell**  
mbell@ndeuta.com

CC **Receives a Copy**

10 **Jana Ostler**  
jostler@ndeuta.com

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**EXHIBIT C – SCOPE OF DESIGNATED WORK***Pages to follow*

	<b>Project Name</b>	<b>Brief Description of Project</b>
1.	FrontRunner Strategic Double Tracking Project	FrontRunner Strategic Double Tracking Project includes constructing nine identified strategic segments of double track, signal updates, and vehicle procurement. The project includes extensive coordination with Union Pacific Railroad (UPRR) and relocation of UPRR tracks. Other scope includes right-of-way procurement, utility relocation, wall and bridge construction, and operational analysis. Currently the project is seeking a Federal Transit Administration (FTA) grant requiring coordination with FTA. These improvements will increase frequency from the current 60-minute all day and 30-minute service during peak hours, to 30-minute all day and 15-minute service during peak hours. This will improve reliability and reduce delays for the FrontRunner service. The increased commuter rail service will provide a critical mobility option for residents and visitors as the region continues to grow and will complement the limited capacity available on I-15. This project will be managed and contracted by UDOT with support from UTA.
2.	Point of the Mountain	The Point of the Mountain Transit Study is a coordinated effort to define transit improvements to serve the growing and developing communities between southern Salt Lake County and northern Utah County. The study will complete its current analysis of alternative transit. Once the alternatives analysis is complete, the project will conduct an environmental analysis, beginning with very conceptual engineering, following federal and/or local regulations. The goal of the project is to provide faster, more frequent, and reliable transit service. The Project will be managed by UTA with oversight and direction being given by UDOT.
3.	S-Line Streetcar	The S-line streetcar project will extend the S-Line east one additional station. There is redevelopment going on east of the end of line and extending the line will best fit the S-Line into the new development. The work includes track extension, a new platform and station, and a new double track section to facilitate a relocated pass location. This project will be managed and constructed by UTA with oversight from UDOT.
4.	Mid Valley BRT	The Mid Valley BRT project will provide a new bus rapid transit (BRT) facility from Murray Central TRAX Station to Salt Lake Community College Redwood Campus, then on to West Valley Central TRAX Station. The project includes dedicated BRT lanes, center stations and a complete street, urban designed corridor along 4500/4700 South, west of from East Atherton Drive to Redwood Road, a new transit hub at SLCC, new stations, and reconfiguration of the Murray Central and West Valley TRAX Stations to accommodate BRT. The rest of the route, BRT buses will travel in mixed traffic flow and be served by side

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		stations. This project will be managed and constructed by UTA and oversight by UDOT.
5.	Sharp-Tintic Railroad	The Sharp-Tintic project will construct a section of the future FrontRunner alignment to connect the Sharp Subdivision to the Tintic Industrial Lead. This will connect property owned by UTA in the Sharp alignment and the Tintic alignment. The work includes approximately 7,000 linear feet of new track within the cities of Springville and Spanish Fork. This connection allows approximately 12,500 LF of active freight traffic on the Tintic line to be closed. The project will also eliminate 6 existing crossings and will simplify the construction of a grade-separated crossing of the Sharp Line that will be constructed by the Springville/Spanish Fork Interchange project. The project is in preliminary design and is seeking a federal grant. The project will be managed and contracted by UDOT and supported by UTA.
6.	Vineyard	The Vineyard FrontRunner Station Project consists of constructing a new UTA FrontRunner Station just north of the Vineyard Connector (SR-176) overpass and approximately two miles of new UTA track approaching the station from the north. The station is located adjacent to undeveloped property currently undergoing new development by a private entity. The adjacent development will provide necessary offsite elements (parking, bus access, pedestrian access, restrooms, etc.) to support the new station. The project was managed and contracted by UTA and supported by UTA.