

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF A COOPERATIVE
AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION
FOR GRANT REIMBURSEMENT FOR THE ACQUISITION
OF REAL PROPERTY IN WEBER COUNTY, UTAH**

R2024-05-04

May 22, 2024

WHEREAS, Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Authority was awarded \$1,500,000.00 in grant monies for the acquisition of real property in Weber County, Utah ("Funds"); and

WHEREAS, the Funds were deposited in an account overseen by the Utah Department of Transportation ("UDOT") under Project Indification Number ("PIN") 20308; and

WHEREAS, UDOT desires to transfer the Funds to UTA pursuant to a Cooperative Agreement; and

WHEREAS, the Funds will be applied to property purchased by the Authority in Harrisville, Utah, for future transit service.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the "Board"):

1. That the Board hereby approves the Cooperative Agreement with UDOT.
2. That the Executive Director and his designee(s) are authorized to execute the Cooperative Agreement attached as "Exhibit A" to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel with regard to the negotiation and execution of the Cooperative Agreement.
4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of May, 2024.

DocuSigned by:



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Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:



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Secretary of the Authority

(Corporate Seal)



Approved as to form:

DocuSigned by:



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UTA Legal Counsel

Exhibit A
(Cooperative Agreement Between UTA and UDOT)

F- R199(349)
ROW; 400N Bridge/ N Str Expansion & Rail Facility Project
UTA
CID #: 56077 PIN #: 20308

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the **UDOT**, and the **UTAH TRANSIT AUTHORITY** hereinafter referred to as the **UTA**.

Recitals:

WHEREAS, the **UDOT** and the **UTA** want to purchase right of way (ROW) for future transit projects in Weber County, Utah referred to as **Project # F-R199(349)** and

WHEREAS, the **UDOT** and the **UTA** desire to enter into this **COOPERATIVE AGREEMENT** for said ROW purchases; and

WHEREAS, the **UDOT** has agreed to participate in the cost of purchasing ROW for future transit projects, up to **\$1,500,000.00** and will reimburse the **UTA**, according to the terms herein, and

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **UTA** will perform all work necessary to purchase ROW in Weber County for future transit projects or hire a contractor to do so.
2. Upon completion of the project the **UTA** will invoice the **UDOT** for the completed work, up to **\$1,500,000.00**. Any fees above this amount will be the responsibility of the **UTA**

Total reimbursement to UTA is \$1,500,000.00

3. The **UDOT** and the **UTA** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
4. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

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5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
6. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
7. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
8. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
9. Each party represents that it has the authority to enter into this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

UTAH TRANSIT AUTHORITY

By: _____

By: _____

Title: _____

Title: Manager Property Administration

Date: _____

Date: _____

(IMPRESS SEAL)

By: _____

Title: Chief Capital Services Officer

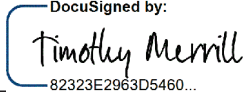
Date: _____

By: _____

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

/s/ Tim Merrill 

TIMOTHY G. MERRILL
Assistant Attorney General
Counsel To UTA

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____