



## TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT

This Transit Transportation Investment Program Funds ("TTIF") Cooperative Agreement (the "Agreement") is entered to be effective as of March 11, 2025, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Utah Transit Authority ("the Agency"), a political subdivision of the State of Utah. UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

### RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested the project that is described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01.

### 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. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

**Project Description:** The 5600 West Bus Route is the transit alternative for UDOT's Mountain View Corridor (MVC) project. UTA originally entered into an interlocal agreement with UDOT in 2008 to implement the transit alternative. This agreement was amended and restated in 2022 to update the transit locally preferred alternative. Please see Appendix A for the full Amended and Restated Agreement between Utah Transit Authority and the Utah Department of Transportation for the Mountainview Corridor Project Implementation for Phase 1 Transit.

The Locally Preferred Alternative is an express bus service in the 5600 West corridor between Old Bingham Highway and downtown Salt Lake City. The express bus service is anticipated to include the following characteristics:

- **Service Headways:** A minimum of 15-minute headways during peak hours and 30-minute headways during weekday non-peak hours (subject to performance)
- **Hours of Service:** Currently anticipated to approximately match typical hours of service for other Salt Lake County bus routes and will be refined by transit service planners as part of project development.



- **Equipment:** Compressed Natural Gas 40-foot buses, and associated expansion of the Agency's CNG fueling facility at the Depot District garage.
- **New Bus Stops to be Constructed:** New bus stops will be constructed at the following locations along the 5600 West Corridor and will include shelters, benches, and lighting:
  - 9000 South
  - 7800 South
  - 7000 South
  - 6200 South
  - 5400 South
  - 4700 South
  - 4100 South
  - 3500 South
  - 2700 South
  - California Avenue
  - International Center
- **Existing Bus Stops to be Used by Express Bus System:** Existing bus stops at the following locations will be utilized.
  - Existing stop at the Old Bingham Highway Light Rail station
  - Existing stop at the Salt Lake International Airport
  - Existing stop along North Temple near the State Complex (approximately 1900 West) in Salt Lake City
  - Existing stop near the North Temple Commuter Rail Station in Salt Lake City (approximately North Temple and 400 West)
  - Downtown Salt Lake City-stops will be located at existing bus stop locations
- **Parking:** Park and ride lots will be provided at the following locations:
  - Old Bingham Highway (existing TRAX station park and ride lot)
  - 9000 South
  - 7800 South
  - 6200 South
  - 5400 South
  - 3500 South (existing park and ride lot)
- **Transit Priority:** UTA will be evaluating operational measures to improve transit speed and reliability which could include queue jumping at signalized intersections, shoulder running during congestion, and transit signal priority. The details of these enhancements will be refined in the final design.

The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other



applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT’s Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT’s award to the Agency. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project’s approved scope of work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

2. Local Match Amount and Payment Schedule. The Agency commits to fund a local match amount of \$22,555,353 (\$8,875,353 beyond the required match of \$13,680,000) in order to receive the eligible Program fund (labeled “ST\_TTIF” in the table below) amount of \$20,520,000 for the Project (the “Program Funds”). UDOT will deliver the Program Funds to the Agency in eight quarterly payments, as outlined below:

- 2025 Q1: \$698,183.11
- 2025 Q2: \$614,095.53
- 2025 Q3: \$614,095.53
- 2025 Q4: \$614,095.53
- 2026 Q1: \$4,494,882.57
- 2026 Q2: \$4,494,882.57
- 2026 Q3: \$4,494,882.57
- 2026 Q4: \$4,494,882.57

The Agency must apply Program Funds and matching funds on a pro-rata basis (60% Program Funds/40% local match), to expenses within the approved Project scope of work as they are paid. Upon UDOT’s request, the Agency will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

Fund	Total	Fed Aid	State	Other
ST_TTIF			\$20,520,000	
Low-No		\$17,055,353		
CMAQ		\$2,000,000		
Earmark		\$3,500,000		
	\$43,075,353	\$22,555,353	\$20,520,000	

The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

UDOT Project Administration Cost - UDOT will incur some costs for managing the project. Project Administration will follow the same 70%(UDOT)/40%(Local Agency) costs for the project. Before beginning to work on the project UDOT and the Agency will agree on an estimate for how many hours and total cost to the project for administration. UDOT will provide the amount of hours and cost to the local agency



each quarter. UDOT Project Managers will bill time to the project PIN in accordance with the mutually agreed-upon estimate.

3. Progress & Final Report. The Agency will submit to UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
  - A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site.
  - B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure).

Upon completion of the Project, the Agency will submit a brief one (1)-page final report and shall include the following:

- A. A brief description of the completed Project.
  - B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
  - C. Photos, exhibits, or videos of the completed Project.
4. Additional Information. The Agency will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.
5. Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).
6. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.
7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the Agency decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata as shown in the table, and the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days (with or without request by UDOT).



8. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.
9. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of ten (10) years unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the ten (10) years, if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.
10. Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Agency does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.
11. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124
12. Miscellaneous.
  - A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):



<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Oanh Le</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Agency:</p> <p>Utah Transit Authority 669 West 200 South Salt Lake City, UT 84101 Attn: Ethan Ray</p> <p>With a copy to:</p> <p>Utah Transit Authority 669 West 200 South Salt Lake City, UT 84101 Attn: General Counsel</p>
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- B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- C. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. 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. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.

Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. 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, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit 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. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed



below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

**(Signature Page to Follow)**



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

**RECOMMENDED FOR APPROVAL**

By: Amber Oanh Le-spradlin  
Title: Region Project Manager, Oanh Le-Spradlin  
Date: 02/26/2025

**UTAH DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
Title: UDOT Region Director, Robert Stewart  
Date: 03/10/2025

**UTAH COMPTROLLER'S OFFICE**

By: Krista Barney  
Title: Contract Administrator, [contractadmin@utah.gov](mailto:contractadmin@utah.gov) [contractadmin@utah.gov](mailto:contractadmin@utah.gov)  
Date: 03/11/2025

**Utah Transit Authority**

By: \_\_\_\_\_  
Title: Executive Director, Jay Fox  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Chief Capital Services Officer, Dave Hancock  
Date: \_\_\_\_\_

DocuSigned by: Mike Bell 3/12/2025  
Approved as to form Mike Bell  
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Attest (Recorder): \_\_\_\_\_





## **Appendix A**

### **Amended and Restated Agreement between Utah Transit Authority and the Utah Department of Transportation for the Mountainview Corridor Project Implementation for Phase 1 Transit**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING AN AMENDED AND RESTATED AGREEMENT WITH  
THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MOUNTAIN VIEW  
CORRIDOR PROJECT IMPLEMENTATION FOR PHASE I TRANSIT**

R2022-07-03

July 13, 2022

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

WHEREAS, the Authority, together with the Utah Department of Transportation (UDOT), desire to make the most efficient use of their resources; and

WHEREAS, UDOT and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, in recognition of the need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the "Mountain View Corridor" or "MVC"), UDOT and the Authority entered into an Interlocal Cooperation Agreement ("ILA agreement") for the Mountain View Corridor Project Implementation for Transit on November 13, 2008 which was approved by UTA's Board of Trustees in Resolution R2008-10-03; and

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC; and

WHEREAS the proposed transit project(s) adopted in the 2008 ILA Agreement as the locally preferred alternative for transit improvements in the corridor (the "Locally Preferred Alternative") was referenced in, and made part of, UDOT's environmental Record of Decision ("ROD") for the MVC; and

WHEREAS, because the property surrounding the MVC did not develop in accordance with the assumptions contained in the 2008 ILA, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council ("WFRC"), the Metropolitan Planning Organization for the region; and

WHEREAS, upon further evaluation, UDOT and the Authority jointly determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

R2022-07-03


WHEREAS, UDOT and the Authority wish to execute an amended and restated ILA agreement that will redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan; and

WHEREAS, the UDOT and the Authority intend that this Amended and Restated Agreement will replace and supersede the 2008 Agreement in its entirety.

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

1. That the Board hereby approves the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
2. That the Executive Director is authorizes to execute the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
3. That the Board hereby ratifies all actions previously taken by the Authority's management, staff, and counsel to prepare the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
4. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 13<sup>th</sup> day of July 2022.

DocuSigned by:  
  
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\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

{CONTINUED ON NEXT PAGE}

ATTEST:



(Corporate Seal)

DocuSigned by:

A handwritten signature in blue ink, appearing to read "J. Smith", written over a horizontal line.

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Secretary of the Authority

Approved As To Form:

DocuSigned by:

A handwritten signature in blue ink, reading "David Wilkins", written over a horizontal line.

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Legal Counsel

EXHIBIT A

(Amended and Restated Agreement between Utah Transit Authority and Utah  
Department of Transportation for the Mountain View Corridor Project  
Implementation for Phase I Transit)

Interlocal Agreement Amendment  
Project No. S-0085(9) PIN No. 13149  
MVC Corridor Phase 1 Transit  
Routes (SR-85 and SR-172)

**AMENDED AND RESTATED AGREEMENT  
between  
UTAH TRANSIT AUTHORITY  
and  
UTAH DEPARTMENT OF TRANSPORTATION  
for  
THE MOUNTAIN VIEW CORRIDOR PROJECT IMPLEMENTATION FOR PHASE 1  
TRANSIT**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this 13 day of July, 2022 (“Effective Date”), between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to Title 17B Chapter 2a Part 8 of the Utah Code (“UTA”) and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (“UDOT”). UTA and UDOT are each sometimes individually referred to as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, the Parties recognize and agree that there is currently a need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the “Mountain View Corridor” or “MVC”), and that such need will increase as population in those areas continues to grow;

WHEREAS, the Parties desire to expedite implementation of Phase I Transit in the MVC, from the Downtown Salt Lake City (“Downtown”) along 5600 W. to the Old Bingham Hwy TRAX Station;

WHEREAS, on or about November 13, 2008, the Parties entered into an Interlocal Cooperation Agreement (the “2008 Agreement”) for project number SP-067(3)0 as shown in Exhibit A;

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC;

WHEREAS, the proposed transit project(s) was adopted by UTA (through approval of the 2008 Agreement by the UTA Board of Trustees) as the locally preferred alternative for transit improvements in the corridor (the “Locally Preferred Alternative”) and was referenced in, and made in part of, UDOT’s environmental Record of Decision (ROD) for the MVC;

WHEREAS, the property surrounding the MVC has not developed in accordance with the assumptions contained in the “Vision Scenario” identified by the Parties and other stakeholders as part of the Growth Choices Study referenced in the 2008 Agreement;

WHEREAS, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council (“WFRC”), the Metropolitan Planning Organization for the region;

WHEREAS, the Parties wish to redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan;

WHEREAS, the 2008 financial crisis negatively impacted UTA’s ability to implement proposed transit project(s) for the MVC;

WHEREAS, upon further evaluation, the Parties determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

WHEREAS, the Parties intend that this Agreement will replace and supersede the 2008 Agreement in its entirety.

#### AGREEMENT

NOW, THEREFORE, UTA and UDOT, for and in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, covenant and agree as follows:

1. Locally Preferred Alternative. The Parties have redefined the Locally Preferred Alternative as an express bus service in the 5600 West corridor between Old Bingham Highway and downtown Salt Lake City, as depicted in the route map attached as Exhibit B. The revised Environmental Impact Statement for the transit portion of MVC is attached as Exhibit C, with the revised ROD included in Exhibit D. An estimated cost range has been provided in Exhibit E. The partnering agreement between UTA and UDOT is included in Exhibit F. UTA’s Board Policies are included in Exhibit G.

The Parties intend that the express bus services will: (i) run on a schedule that provides early morning and late night service to the Airport; (ii) connect to current East West bus routes; provide a regional connection from the Red Line to the Airport/Downtown; and (iii) act as a catalyst for land use change by local government partners. The express bus service will include the following characteristics:

- a. *Service Headways*: A *minimum of* 15-minute headways during peak hours and 30-minute headways during weekday non-peak hours is the service goal subject to the following:
  - i. UTA Board of Trustees Policy No. 3.2 Service Planning Implementation (included in Exhibit G), will be followed. This policy notes that UTA will conduct a comprehensive analysis of the entire service network associated with each update to the Five-Year Service Plan. This includes evaluation

of existing services against the Authority's established Service Design Guidelines to determine if a service is meeting minimum performance thresholds, which will provide a two-year probation period. If the project is implemented in the middle of a service planning cycle, the review period will not begin until the following cycle.

- ii. If the ridership does not meet standards after the probation period, UTA may reduce service and will work with UDOT to make necessary adjustments to the environmental documentation. This process includes multiple opportunities for public comment. The projected ridership noted in Exhibit C and Exhibit D will serve as a baseline for the Locally Preferred Alternative.
  
- b. *Hours of Service:* Currently anticipated to approximately match typical hours of service for other Salt Lake County bus routes and will be refined by transit service planners as part of project development.
  
- c. *Equipment:* Standard 40-foot buses
  
- d. *New Bus Stops to be Constructed:* New bus stops will be constructed at the following locations along the 5600 West Corridor and will include shelters, benches, and lighting and reader boards for bus arrival times.
  - i. 9000 South
  - ii. 7800 South
  - iii. 7000 South
  - iv. 6200 South
  - v. 5400 South
  - vi. 4700 South
  - vii. 4100 South
  - viii. 3500 South
  - ix. 2700 South
  - x. California Avenue
  - xi. International Center

The new bus stops are identified in the route map attached as Exhibit B. Additional stops may be added by UTA as demand increases.

- e. *Existing Bus Stops to be Used by Express Bus System:* Existing bus stops at the following locations will be utilized.
  - i. Existing stop at the Old Bingham Highway Light Rail station
  - ii. Existing stop at the Salt Lake International Airport
  - iii. Existing stop along North Temple near the State Complex (approximately 1900 West) in Salt Lake City



- iv. Existing stop near the North Temple Commuter Rail Station in Salt Lake City (approximately North Temple and 400 West)
- v. Downtown Salt Lake City-stops will be located at existing bus stop locations

The new bus stops are identified in the route map attached as Exhibit B. As part of the project development process, the addition of lighting and reader boards will be evaluated.

- f. *Parking*: Park and ride lots will be provided at the following locations:
    - i. Old Bingham Highway (existing TRAX station park and ride lot)
    - ii. 9000 South
    - iii. 7800 South
    - iv. 6200 South
    - v. 5400 South
    - vi. 3500 South (existing MAX station park and ride lot)
  - g. *Adjustments*: The location and configuration of stations and park and ride lots may be adjusted subsequent to the execution of this Agreement, as UTA deems necessary, in cooperation with UDOT, and as appropriate for the project.
  - h. *Transit Priority*: Bus traffic for 5600 West will be prioritized over passenger vehicles through appropriate operational measures which could include queue jumping at signalized intersections, shoulder running during congestion, and transit signal priority. Where applied, bus operation on shoulder running will use existing shoulders and bus queue jumps will use a shared right turn as the queue jump lane. To allow the bus on shoulder operations from approximately 7000 South to 3100 South, 5600 West will be restriped to reduce the northbound and southbound outside travel lane by approximately 1 foot and add that to the existing shoulder. Additional shoulder improvements, such as signing and removing obstacles, will be provided for approximately one quarter mile upstream of the intersection. To ensure safe and preferential bus operations, buses will drive on shoulders only where and when allowed and at the discretion of the bus operator. Transit priority improvements will be subject to UDOT and UTA review.
  - i. *Adoption by UTA*: By approval of this Agreement, the UTA Board of Trustees hereby adopts such Preferred Transit Alternative as the Locally Preferred Alternative, as depicted in Exhibit B.
2. Construction of Locally Preferred Alternative. The Parties acknowledge that UTA does not currently have funding in place for the Locally Preferred Alternative. Once funding has been secured, UTA and UDOT will coordinate on the design and construction of the Locally Preferred Alternative. Applicable state, local, and federal processes will be followed during implementation. UTA will assume responsibility for the operations of

the Locally Preferred Alternative, subject to the securement of operations and maintenance funding.

3. Acquisition of Right of Way. Where 5600 West Street is a state road under UDOT's jurisdiction, subject to the provisions of Utah Admin. Code. R907-80-10, UDOT will grant to UTA, at no cost, the property rights necessary to operate the Locally Preferred Alternative and/or any phased expansions thereof through ownership in Fee, easement, permit, or agreement. UDOT has previously deeded to UTA three parcels that can be used as park and ride lots for the Locally Preferred Alternative. UTA and UDOT shall continue to work together to identify and transfer additional parcels necessary for the Locally Preferred Alternative in accordance with the terms, conditions and spirit of that certain June 9, 2015 Partnering Agreement (as shown in Exhibit F) separately entered into by and between the Parties. Any properties conveyed by UDOT under this Section shall be used by UTA only for transportation purposes. Additional property and property rights shall be acquired when the Locally Preferred Alternative is funded by either Party through project funds. To establish a public use for conveyance purposes authorized under Utah Admin. Code R907-80-10: (i) UTA's Executive Director shall provide a written finding to the Department that the property will be used for a road, other transportation or transit facility (including bicycle paths and sidewalks), a transportation reinvestment zone created pursuant to Utah Code Section 11-13-227, a public building or grounds, or a public park; or (ii) UTA's governing body shall approve a resolution declaring the proposed use of the land qualifies as a valid public use, by a public vote at an open meeting after notice to at least all adjoining landowners who shall have the opportunity to comment on the proposed public use prior to the public vote. Any property rights conveyed from UDOT to UTA under this paragraph shall include a clause in the recorded instrument that specifies title will revert to UDOT if the property ceases to be used for the purpose stated in the deed or easement.
4. Utility Relocation. UDOT agrees that, if it becomes necessary to relocate or protect in place utility facilities in, over, or around 5600 West Street in order to implement the Locally Preferred Alternative (including any phased expansions thereof), UDOT shall, upon the request of UTA, invoke its authority, pursuant to Utah Code Ann. § 72-6-116, to require the utility companies to relocate their facilities in accordance with such statute, and for the utility companies to pay that portion of the cost of relocation allocated to the utility company under such statute. Any portions of the relocation cost allocated to UDOT pursuant to § 72-6-116 shall be included in the project budget.
5. Support for Local Land Use Planning. Recognizing the importance of land use patterns to the success of the Preferred Transit Alternative, the Parties agree to work together (in cooperation with other local stakeholders) to support and encourage efforts by municipalities in the MVC to amend their land use plans and zoning ordinances in a manner supportive of transit.
6. Support for Funding. The Parties agree to work together and support each other's efforts to secure necessary funding for the MVC roadway and the Locally Preferred Alternative.

7. Additional Project Coordination and Cooperation. The Parties agree to work cooperatively to implement the transportation alternatives approved in the amended ROD.
8. Reciprocal Obligations. This Agreement is premised on the Parties' intent that hereafter, UDOT will work in good faith toward implementing the preferred roadway alternative set forth in the FEIS and subsequent environmental re-evaluations, and UTA will work in good faith toward implementing the preferred transit alternative set forth in the FEIS and subsequent environmental re-evaluations. See Exhibit C for the Environmental Impact Statement Reevaluation. The Parties' obligations with respect to the MVC are intended to be reciprocal and the obligations set forth in this Agreement shall be of no force or effect if the Party seeking to enforce such obligations is not working in good faith toward implementing the preferred roadway or transit alternatives set forth in the FEIS, as applicable.
9. Dispute Resolution. In the event that any disputes arise concerning the interpretation or administration of this Agreement, the Parties shall first make every effort to resolve such disputes through discussions between UDOT's Project Manager, and UTA's Project Manager. Any issues that cannot be resolved at that level shall be elevated for discussion and resolution between, UDOT's Deputy Director and UTA's Chief Service Development Officer. Neither Party may initiate any formal legal action without first exhausting the dispute resolution process described hereunder.
10. Counterparts. This Agreement may be executed in counterparts. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.
11. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
12. Entire Agreement. 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 contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
13. Amended and Restated Agreement. The Parties agree that this Agreement is intended to replace and supersede the terms and conditions of the 2008 Agreement. The Parties agree that the terms and conditions of the 2008 Agreement shall be of no further force and effect unless, and only to the extent that, such terms and conditions are repeated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

DocuSigned by:



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Title: Jay Fox, Executive Director  
Date: 9/6/2022

DocuSigned by:



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Title: Robert Stewart, UDOT Region II Director  
Date: 9/9/2022

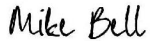
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Title: Mary DeLoretto  
Chief Service Development Officer  
Date: 9/6/2022

Approved:

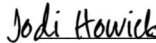
DocuSigned by:



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6/8/2022  
Title: Assistant Attorney General

Approved:

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Title: Jodi Howick, Assistant Attorney General