

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 December 22, 2025, by and between the Utah Department of Transportation ("UDOT"), a division of the State of Utah, and the Utah Transit Authority, a political subdivision of the State of Utah, ("UTA" or "Agency"). 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 Program funding for the Davis-Salt Lake City Community Connector Project described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code § 72-2-124; and

WHEREAS, the Utah Transportation Commission approved the Project per Policy UTC 01-01; and

WHEREAS, the Parties desire to set forth their respective roles and responsibilities for the Project.

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 overall Project is a 26.5-mile, 39-station corridor-based bus rapid transit line connecting UTA's Farmington FrontRunner Station in Davis County and Research Park at the University of Utah in Salt Lake City, Utah. The Locally Preferred Alternative was adopted by UTA in 2023. The new service will operate within existing travel lanes, providing increased frequency with enhanced bus stations. The Project includes added amenities at the Farmington Frontrunner end-of-line, a new end-of-line facility at Research Park, 18 battery electric or diesel buses, and associated charging infrastructure. The Project will provide 15-minute service 14 hours per day from 6:00 am to 8:00 pm, and 30-minute headways in the early mornings (4:00 am to 6:00 am) and late evenings (8:00 pm to 1:00 am). A total of 20 new bus stations (37 platforms) will be constructed as part of the Project. All stations are proposed to feature platforms with shelters, waste collection, and night-time platform lighting. The Project overlaps with Salt Lake City's 200 South

Transit Corridor project. Salt Lake City's 200 South transit stops have Business Access Transit lanes, in-lane bus stops with floating bus boarding platforms, and buffered bike lanes behind the bus boarding platforms. The Project will overlap with these enhanced transit stations at 300 East, 500 East, 700 East, and 900 East. The remainder of the alignment will include bus stops consistent with UTA's Bus Stop Master Plan featuring Eclipse shelters. These stops will include shelters, benches, waste receptacles, and timetable cases. The Project will have transit signal priority in Salt Lake City and portions of Davis County. The Project is currently completing a National Environmental Policy Act (NEPA) categorical exclusion clearance with the Federal Transit Administration and preliminary design. Completion of final design is expected in late 2026/early 2027, construction is expected to begin around the same time, and the start of revenue service is expected in 2028/2029.

The funding under this Agreement, and the Agency's matching funds, are a portion of the funding needed to complete the overall Project, and the Agency is seeking a federal grant for the remaining funds needed. TTIF funding is subject to the requirements stated in this Agreement.

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 approved UDOT Funding Application, UDOT's Award, all federal requirements applicable to the Project and to federal funding for the Project, 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, and that, except as provided in Paragraph 8 below, UDOT will not provide any additional funding for the Project. 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 expenses 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 **\$7,800,000** in order to receive the eligible Program fund (labeled "ST_TTIF" in the table below) amount of **\$18,000,000** for the Project (the "Program Funds"). UDOT will deliver the Program Funds to reimburse the Agency in accordance with the following milestones, and the Agency shall also spend a proportionate share of its local matching funds in accordance with the following milestones:

When Reimbursed	Percent	Amount
Time of Signing of this agreement	10%	\$1,800,000
Environmental Commencement	10%	\$1,800,000
Design Completion	10%	\$1,800,000
Construction Bid Advertising	50%	\$9,000,000
Project Completion	20%	\$3,600,000
Total	100%	\$18,000,000

If the Agency is unable to pursue any milestone in the table above, such as an inability to pursue the Project due to a failure to receive federal funding for the Project, no further payments under this Agreement shall be due from UDOT, and the residual funds provisions of Section 7 below shall apply. The Agency must apply the Program Funds and matching funds on a pro-rata basis (70% Program Funds/30% 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	Prior	FY 2025	FY 202X	Total	Other State Aid	Other Federal Grant	Percent – TTIF Related
Agency		\$ 7.8 M	\$N/A	\$7.8 M	\$N/A	\$N/A	30%
TTIF – May 10, 2024 - Commission Meeting		\$18 M	\$N/A	\$18 M	\$N/A	\$N/A	70%
Total Agency + TTIF		\$25.8 M	\$N/A	\$25.8	\$N/A	\$N/A	%100
Federal FTA Grant						45 million (anticipated)	

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

3. UDOT Oversight. The Parties recognize that UDOT was given certain supervisory and oversight roles concerning the administration of TTIF funds. and in connection therewith, the Parties agree that UDOT will incur certain oversight costs and that UDOT TTIF Fund Managers will bill time to the Project PIN. The Parties agree to work together cooperatively to perform their roles in connection with the Project, and the Agency will provide relevant information requested by UDOT within reasonable time frames. To the extent that the Project involves entry upon or use of any property owned by UDOT, the parties will enter into a separate agreement to govern that use.
4. 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.
5. 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.
6. 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).
7. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, or if for any reason the Agency does not complete the Project, 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, and the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. If the Agency decides for any reason to cancel or abandon the Project before it is complete, , the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata (70% Program Funds/30% local match), and the Agency shall return to UDOT the unexpended pro-rata portion ((70% Program Funds/30% local match) of the Program Funds within sixty (60) days (with or without 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.
8. 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.
9. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement and providing oversight as described herein, 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 proper administration and use of the Program Funds.

10. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of 4 year(s) unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the 4 year(s), 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 (70% Program Funds/30% local match) 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.
11. 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.
12. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied with and agrees that it will continue to comply with the applicable requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the housing and other obligations set forth in Utah Code 72-2-124. The Agency further agrees that FTA federal grant funding imposes a variety of requirements on grant recipients and that UDOT is not the recipient of any FTA federal grant funding for the Project. The Agency agrees that it will be the recipient of any FTA federal grant funding for the Project, that it is solely responsible for all laws and obligations that apply in connection with such funding, and that the Agency shall comply with the same.
13. Environmental and Right-of-Way. The Agency will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 98-404. All construction work performed by the Agency or its contractor within a UDOT right-of-way shall conform to UDOT's standards, specifications and permits.
14. Indemnity. The Agency agrees to indemnify, defend, release, and save harmless UDOT, its employees, agents, contractors, and consultants from and against all losses of every kind (including but not limited to any claims, demands, damages, liabilities, suits, costs, environmental contamination damages and penalties, liens, and loss from personal injuries and property damage, whether or not any of the same involve negligence) that arise from or relate to (i) this Agreement, including but not limited to the Program Funding; (ii) the work required for the Project, including but not limited to design and right-of-way; (iii) any wrongful or negligent act or omission of the Agency or its employees, agents,

contractors and consultants in connection with entering or performing this Agreement; and (iii) any performance, or failure to perform, as required by a law or contract that is applicable to the Project, including but not limited to federal funding obligations. The Agency is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the loss in question. This indemnification obligation shall survive the expiration or termination of this Agreement.

15. 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: Christopher Chesnut With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To UTA:</p> <p>UTA 669 West 200 South Salt Lake City, UT 84101 Attention: Patti Garver</p> <p>With a copy to:</p> <p>Assistant Attorney General (UTA) 669 West 200 South Salt Lake City, UT 84101 Attention: Mike Bell</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.

Name	Date	Signature	Title
			UDOT Project Manager
			UDOT Region Director
			UDOT Comptroller Admin
Jay Fox			UTA Executive Director
Jon Larsen			UTA Chief Capital Services Officer
Michael Bell	11/7/2025	<div>DocuSigned by: <i>Michael Bell</i> 70E33A415BA44F6...</div>	UTA Legal Counsel