

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH WEST VALLEY
CITY FOR PROVISION OF ADDITIONAL FUNDS TO SUPPLEMENT
THE EXISTING TIGER STAKEHOLDER AGREEMENT**

R2021-06-05

June 9, 2021

WHEREAS, Utah Transit Authority (the "Authority") is a large 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, West Valley City ("West Valley") 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, the Authority and West Valley previously executed a TIGER Stakeholder Agreement (the "Agreement"), UTA Contract Number 18-2662BM on March 30, 2018 for West Valley's TIGER First/Last Mile Project: the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC_BKL_5). The Agreement contemplated execution of a Supplement outlining specific details for the City project; and

WHEREAS the Authority and West Valley previously executed Supplement Number 1 to the Agreement on March 30, 2018, for the design and construction of the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC_BKL_5), and a budget for the project of \$1,721,308; and

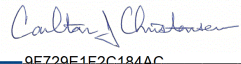
WHEREAS, West Valley and the Authority now desire to enter into the Supplement Number 2 to the Interlocal Cooperation Agreement, which is attached hereto as Exhibit C, to increase the budget of the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC_BKL_5) by \$1,932,024.65 for a total budget of \$3,653,332.65; and

WHEREAS, of the \$3,653,332.65 budgeted for this project, \$1,377,046 will come from TIGER Grant funds and \$2,276,286.65 from West Valley City funds; and

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

1. That the Board hereby ratifies and approves the Interlocal Cooperation Agreement with West Valley City, comprising of the Agreement, as set forth in Exhibit A; Supplement Number 1, as set forth in Exhibit B; and Supplement Number 2, as set forth in Exhibit C.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Supplement No. 2 to the Interlocal Cooperation Agreement with West Valley City in substantially the same form as attached as Exhibit C.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement, comprising of the Agreement, Supplement Number 1, and Supplement Number 2.
4. That the corporate seal be attached hereto.

Approved and adopted this 9th day of June 2021.

DocuSigned by:

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Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:

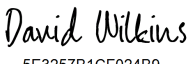
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Secretary of the Authority



(Corporate Seal)

Approved As To Form:

DocuSigned by:

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Legal Counsel

Exhibit A
(Interlocal Cooperation Agreement)

**STAKEHOLDER AGREEMENT
WEST VALLEY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. <u>18-02</u>	UTA CONTRACT NO. <u>18-26628M</u>	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S		PROJECT VALUE OF CITY PROJECTS \$ 1,721,308
		CITY REPRESENTATIVE: DAN JOHNSON

This Stakeholder Agreement ("Agreement") is entered into this 30th day of MARCH 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and West Valley City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.

4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

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

UTAH TRANSIT AUTHORITY

By [Signature]
Title CEO
Date: 4-3-18

By [Signature]
Title ACTING VP, OCA
Date: 4/3/18

Approved as to Form:

UTA Legal Counsel

WEST VALLEY CITY

APPROVED AS TO FORM
West Valley City Attorney's Office
By [Signature]
Date: 2/14/18

By [Signature]
Title Mayor
Date: 2.27.18

attest:

By [Signature]
Title City Recorder
Date: 2.27.18



EXHIBIT "A"

**TIGER Projects
City Projects/Financial Commitments**

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. __ TO
STAKEHOLDER AGREEMENT
_____ CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:		VALUE OF CITY PROJECTS
		\$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ___ day of _____, 201_, by and between UTAH TRANSIT AUTHORITY, a public transit district ("UTA"), and _____ ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ _____

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ _____

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ _____

ADDITIONAL FUNDING SOURCES: \$ _____

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

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

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

_____ CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this ___ day of _____ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and _____ City , a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ___ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City _____

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit B

(Supplement Number 1 to Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
WEST VALLEY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. <u>2018-02</u>	UTA CONTRACT NO. <u>18-26628M</u>	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S		VALUE OF CITY PROJECTS \$ 1,721,308
		CITY REPRESENTATIVE: DAN JOHNSON

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this 30th day of MARCH, 2018, by and between UTAH TRANSIT AUTHORITY, a public transit district ("UTA"), and West Valley City ("City").

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2021 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 15, 2020. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	<u>\$ 1,721,308</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	<u>\$ 1,377,046</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ 344,262</u>
ADDITIONAL FUNDING SOURCES:	<u>\$ N/A</u>

UTA agrees that at all times throughout the entire Term of the Stakeholder Agreement and this Supplement No. 1 to The Stakeholder Agreement, the City shall perform its obligations as the Owner and not as construction manager or contractor. The City shall not be deemed to be a construction manager or contractor at any point in the Project or at any time during the Term of the Stakeholder Agreement and

this Supplement No. 1 to The Stakeholder Agreement. UTA and its construction manager or contractor shall have complete and exclusive control over the site of the Project and shall comply with all applicable safety requirements.

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

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

UTAH TRANSIT AUTHORITY

By [Signature]
Title CEO
Date: 4-3-18

By [Signature]
Title Acting VP, Gen
Date: 4/3/18

Approved as to Form:

UTA Legal Counsel

WEST VALLEY CITY

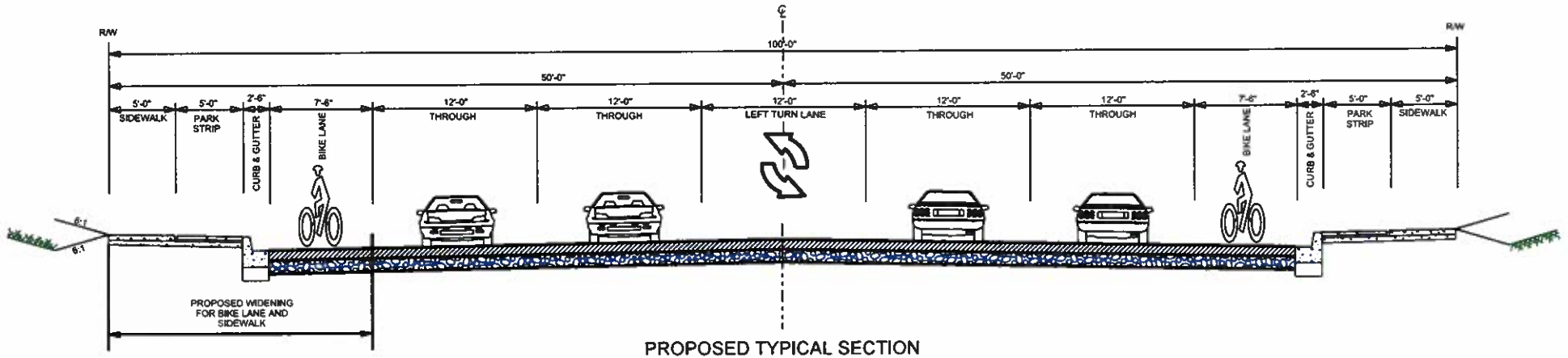
By [Signature]
Title Mayor
Date: 2-27-18

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 2/14/18

at test: By [Signature]
Title City Recorder
Date: 2-27-18



Project ID	Project Description	Project Type	MUNICIPALITY	Project Status Cost	Program Management	Feasibility	Construction Engineering - Project Management Costs	Design	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Available Funds	Total Funding	Year Funds Available
wvc_041_5	2700 West Blue Lanes- 4700 South to 4100 South	Side Lane	West Valley City	\$1,721,308	\$142,126	\$221,138	\$255,265	\$133,277	\$111,138	\$344,262	City - Local					\$144,262	\$1,377,046	2021
				\$1,721,308	\$142,126	\$221,138	\$255,265	\$133,277	\$111,138	\$344,262		\$0				\$344,262	\$1,377,046	



2700 WEST BIKE LANE PROJECT 4700 SOUTH TO 4100 SOUTH

2700 West Bike Lanes - SR-201 to Bangerter Highway							
Segment From	Segment To	MP From	MP To	Length (miles)	AADT	Bike Lane Current Condition	Length of Gaps
3200 West at SR-201	2700 South	15.27	16.643	1.373 miles	5330	Striped Bike Lanes	
2700 South	3100 South	14.701	15.27	0.569 miles	9170	Striped Bike Lanes	
3100 South	3500 South	14.2	14.701	0.501 miles	14015	Striped Bike Lanes	
3500 South	3800 South	13.703	14.2	0.497 miles	15335	Striped Bike Lanes	
3800 South	4100 South	13.207	13.703	0.496 miles	15640	Bike Lanes Coming in 2018 with WVC Funding	
4100 South	4700 South	12.206	13.207	1.001 miles	15980	Narrow bike lane east side - No Shoulder west	3584 feet
4700 South	5400 South	11.209	12.206	0.997 miles	16945	Striped Bike Lane	
5400 South	6200 South	10.217	11.209	0.992 miles	11725	Striped Bike Lane	
6200 South	7000 South	9.218	10.217	0.999 miles	10115	Striped Bike Lane with Gaps	Road is wide enough, could be restriped
7000 South	7800 South	8.22	9.128	0.908 miles	10870	Wide Shoulder	Could be restriped
7800 South	9000 South	6.727	8.22	1.493 miles	8915	Wide Shoulder with Striped Bike Lanes	Could be restriped, partially striped
9000 South	10400 South	4.982	6.727	1.745 miles	6715	Striped Bike Lane with Gaps	1320 feet
10400 South	11400 South	3.737	4.982	1.245 miles	6760	Striped Bike Lane	
11400 South	12600 South	2.238	3.737	1.499 miles	7855	Narrow Segment	923 feet
12600 South	Bangerter Highway	0.723	2.238	1.515 miles	5125	Striped Bike Lane except very south end	2370 feet
				15.830 miles			

PROJECT NAME: 2700 West Bike Lanes - 4700 South to 4100 South - NORTH SEG

Funding Type: CMAQ

Cost Estimate - Concept Level

Prepared By: Dan Johnson Date 2/2/2018

Proposed Project Scope: Construct improvements to allow the addition of bike lanes on 2700 West.

Who owns this facility?	City
Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (Oct-Sept) = 2017	
Assumed Construction FY Year = 2021	
Construction Items Inflation Factor = 1.21	4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) = 3.0%	
Preliminary Engineering (% of Construction + Incentives) = 9.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Enter 2023 for STP & CMAQ Projects and 2019 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$2,500	
Roadway and Drainage	\$389,688	
Traffic and Safety	\$0	
Structures	\$0	
Environmental Mitigation	\$0	
ITS	\$0	
Other Construction Cost	\$0	Information Needs to be Provided on Separate Spreadsheet
	Subtotal	\$392,188
	Items not Estimated (3%)	\$11,766
	Construction Subtotal	\$403,954
P.E. Cost	P.E. Subtotal =	\$36,739 9%
C.E. Cost	C.E. Subtotal =	\$40,822 10%
Right of Way	Right of Way Subtotal =	\$0
Utilities	Utilities Subtotal =	\$0
Incentives	Incentives Subtotal =	\$4,262
Miscellaneous	Miscellaneous Subtotal =	\$0
		Information Needs to be Provided on Separate Spreadsheet
<i>This field could be used for those non-construction type projects</i>		

Project Cost Estimate	2017	2021
Concept Report Cost	\$0	Cost not Eligible for Federal Aid
Work Prior to an Approved Environmental Document	\$0	
Environmental Document	\$0	
P.E.	\$36,700	\$41,300
Right of Way	\$0	\$0
Utilities	\$0	\$0
Construction	\$404,000	\$488,700
C.E.	\$40,800	\$45,900
Incentives	\$4,300	\$5,200
Aesthetics	0.75% \$3,000	\$3,600
Change Order Contingency	5.00% \$20,400	\$24,700
UDOT Oversight	5.00% \$22,600	\$27,300
Miscellaneous	\$0	\$0
TOTAL	\$531,800	\$636,700

Remarks

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0
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Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)		Information Needs to be Provided
Explain: Additional city matching funds to offset high cost of project.		

Estimated Total Project Cost	2017	\$531,800	2021	\$636,700
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PROPOSED FEDERAL FUNDS REQUESTED	TOTAL	\$495,797	TOTAL	\$593,595
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Required Matching Funds	TOTAL	\$36,003	TOTAL	\$43,105
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Project Sponsors TOTAL Estimated Investment	2017	\$36,003	2021	\$43,105
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Project Assumptions/Risks

- 1 All Right of Way has been acquired
- 2 Road will be chip sealed prior to restriping
- 3
- 4
- 5
- 6
- 7

- 8
- 9
- 10
- 11
- 12
- 13
- 14

PROJECT NAME: 2700 West Bike Lanes - 4700 South to 4100 South - SOUTH SEG

Funding Type: CMAQ

Cost Estimate - Concept Level

Prepared By: Dan Johnson Date 2/2/2018

Proposed Project Scope: Construct improvements to allow the addition of bike lanes on 2700 West.

Who owns this facility?	City
Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (Oct-Sept) = 2017	
Assumed Construction FY Year = 2021	
Construction Items Inflation Factor = 1.21	4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) = 3.0%	
Preliminary Engineering (% of Construction + Incentives) = 9.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Enter 2023 for STP & CMAQ Projects and 2019 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$2,500	
Roadway and Drainage	\$574,828	
Traffic and Safety	\$0	
Structures	\$0	
Environmental Mitigation	\$0	
ITS	\$0	
Other Construction Cost	\$0	Information Needs to be Provided on Separate Spreadsheet
	Subtotal	\$577,328
	Items not Estimated (3%)	\$17,320
	Construction Subtotal	\$594,648
P.E. Cost	P.E. Subtotal =	\$53,742 9%
C.E. Cost	C.E. Subtotal =	\$59,713 10%
Right of Way	Right of Way Subtotal =	\$0
Utilities	Utilities Subtotal =	\$0
Incentives	Incentives Subtotal =	\$2,485
Miscellaneous	Miscellaneous Subtotal =	\$0
		Information Needs to be Provided on Separate Spreadsheet
<i>This field could be used for those non-construction type projects</i>		

Project Cost Estimate	2017	2021
Concept Report Cost	\$0	Cost not Eligible for Federal Aid
Work Prior to an Approved Environmental Document	\$0	
Environmental Document	\$0	
P.E.	\$53,700	\$80,400
Right of Way	\$0	\$0
Utilities	\$0	\$0
Construction	\$594,600	\$719,200
C.E.	\$59,700	\$67,200
Incentives	\$2,500	\$3,000
Aesthetics	0.75% \$4,500	\$5,400
Change Order Contingency	5.00% \$30,000	\$36,300
UDOT Oversight	5.00% \$33,100	\$40,000
Miscellaneous	\$0	\$0
TOTAL	\$778,100	\$931,500

Remarks

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0
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Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)		Information Needs to be Provided
Explain: Additional city matching funds to offset high cost of project.		

Estimated Total Project Cost	2017	\$778,100	2021	\$931,500
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PROPOSED FEDERAL FUNDS REQUESTED	TOTAL	\$725,423	TOTAL	\$868,437
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Required Matching Funds	TOTAL	\$52,677	TOTAL	\$63,063
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Project Sponsors <u>TOTAL</u> Estimated Investment	2017	\$52,677	2021	\$63,063
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Project Assumptions/Risks

- 1 All Right of Way has been acquired
- 2 Road will be chip sealed prior to restriping
- 3
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EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this ____ day of _____ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and _____ City, a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ____ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City _____

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit C

(Supplement Number 2 Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 2 TO
STAKEHOLDER AGREEMENT
WEST VALLEY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 18-2662BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S		PROJECT VALUE OF CITY PROJECTS \$ 3,653,332.65
		CITY REPRESENTATIVE: DAN JOHNSON

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ____ day of _____, 2021, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and West Valley City (“City”).

The parties hereto entered into a Stakeholder Agreement dated March 30, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to a Supplement No. 1 to Stakeholder Agreement dated March 30, 2018 to outline specific details for City Project WVC_BKL_5: 2700 West Bike Lane; 4700 S to 4100 S to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project WVC_BKL_5: 2700 West Bike Lane; 4700 S to 4100 S, to be completed thereunder. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 remain in full force and effect unless otherwise specified herein.

1. Estimated Total Cost of Work: The parties hereto desire to increase the estimated budget for the City Project by One Million Nine Hundred Thirty Two Thousand Twenty Four Dollars and Sixty Five Cents (\$1,932,024.65), for a total estimated budget of Three Million Six Hundred Fifty Three Thousand Three Hundred Thirty Two Dollars and Sixty Five Cents (\$3,653,332.65). The Estimated Total Cost of Work and funding sources is summarized below:

	SUPPLEMENT NO. 1	SUPPLEMENT NO. 2	TOTAL
ESTIMATED BUDGET:	\$1,721,308	\$1,932,024.65	\$3,653,332.65
ESTIMATED AMOUNT OF TIGER PARTICIPATION:	\$1,377,046	\$0	\$1,377,046
ESTIMATED AMOUNT OF CITY PARTICIPATION	\$344,262	\$1,932,024.65	\$2,276,286.65

Upon full execution of this Supplement No. 2, UTA will be authorized to continue construction for the work covered under the City project described in Supplement No. 1 and the City will be invoiced for the City Participation funds (\$1,932,024.65). City shall be responsible for all costs in excess of the TIGER

Grant funding less the City Participation funds identified herein. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA.

UTA considers the 2018 Stakeholder Agreement to be an Interlocal Cooperative Agreement (ILA) and this supplement to be an ILA supplement. Therefore, in satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Utah Interlocal Cooperation Act.

B. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the Utah Interlocal Cooperation Act.

D. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

The provisions described above are applicable to the 2018 Stakeholder Agreement as well as Supplements No. 1 and 2.

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

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Reviewed and Approved as to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

WEST VALLEY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____