

**SALT LAKE CITY CORPORATION - CAMP DOCUMENT ROUTING FORM  
CITY SIGNATURE AND ACTIVATION PROCESS**

**Contract #: 06-1-23-4617      PEID #: 57050      MONITOR: JULIANNE SABULA**  
**Contract: ORANGE STREET END-OF-LINI      CONTRACTOR: UTAH TRANSIT AUTHORITY**

PLEASE COMPLETE YOUR STEP AND FORWARD TO THE NEXT STEP.

<b>STEP 1</b>	<p align="center"><b>ACCOUNTING DIVISION – Encumber Funds</b></p> <p><input checked="" type="checkbox"/> I certify funds are available:  <b>OR</b>  <input type="checkbox"/> I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system:</p> <p>Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____  Funding Source: _____ - _____ \$ _____</p> <p align="center">Cost Center      Object Code      Limit: \$ _____</p> <p><b>Finance's Signature:</b> <i>Cori Moore</i>      <b>Date:</b> 10/07/2022</p>																		
<b>STEP 2</b>	<p align="center"><b>CITY ATTORNEY'S OFFICE – Final Approval</b></p> <p><b>Attorney:</b> Sara M. Montoya      Insurance Required: <table border="1" style="display:inline-table; border-collapse: collapse;"><tr><td style="width:20px; height:20px;"></td><td style="width:20px; height:20px; text-align:center;">Y</td><td style="width:20px; height:20px; text-align:center;">N</td></tr><tr><td style="text-align:center;">✓</td><td></td><td></td></tr></table></p> <p>This document has been approved as to form:      Perf Bond Required: <table border="1" style="display:inline-table; border-collapse: collapse;"><tr><td style="width:20px; height:20px;"></td><td style="width:20px; height:20px; text-align:center;">Y</td><td style="width:20px; height:20px; text-align:center;">N</td></tr><tr><td style="text-align:center;">✓</td><td></td><td></td></tr></table></p> <p><b>Attorney's Signature:</b> <i>Sara Montoya</i>      Perm Bond Required: <table border="1" style="display:inline-table; border-collapse: collapse;"><tr><td style="width:20px; height:20px;"></td><td style="width:20px; height:20px; text-align:center;">Y</td><td style="width:20px; height:20px; text-align:center;">N</td></tr><tr><td style="text-align:center;">✓</td><td></td><td></td></tr></table></p> <p align="right"><b>Date:</b> 10/07/2022</p>		Y	N	✓				Y	N	✓				Y	N	✓		
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<b>STEP 3</b>	<p align="center"><b>AUTHORIZED CITY SIGNATURE - Sign All Documents</b></p> <p><b>Authorized Signer:</b> <i>BHT</i>      <b>Dept/Div:</b> Transportation</p>																		
<b>STEP 4</b>	<p align="center"><b>RECORDER'S OFFICE – ACTIVATE</b></p> <p><b>INSTRUCTIONS:</b> Please sign</p> <p><i>When activated, keep signed document, e-mail signed document(s) to:</i></p> <p><b>Name:</b> Saarina Maheen <b>Dept/Div:</b> Purchasing &amp; Contracts <b>Phone#:</b> 801-535-6266</p>																		

**Contract No. 06-1-23-4617**

**FUNDING AGREEMENT REGARDING ORANGE STREET END-OF-LINE  
CONSTRUCTION PROJECT**

UTA Contract No. 22-P00189

THIS FUNDING AGREEMENT REGARDING ORANGE STREET END-OF-LINE CONSTRUCTION PROJECT (“Agreement”), is entered into as of \_\_\_\_\_, 2022 (“Effective Date”), by SALT LAKE CITY CORPORATION (“SLC” or “Party”), a Utah municipal corporation, and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah (“UTA” or “Party” and collectively referred to as the “Parties”).

**RECITALS:**

WHEREAS, both of the Parties have a long-standing cooperative relationship focused around providing exceptional transit service in support of SLC’s Transit Master Plan, which includes support of a robust frequent transit network, an on-demand microtransit service, bus stop improvements, and end of line facilities in Salt Lake City; and

WHEREAS, the Parties desire to cooperate on the construction of End of Line (“EOL”) facility (“Project”) located on Orange Street between 400 and 500 South in Salt Lake City, Utah, which improvements shall include bus layover space, a bus loop for turn-around, operator restrooms, UTA On-Demand vehicle storage, and charging infrastructure for both UTA Electric Buses and On-Demand electric vehicles.

WHEREAS, each of the Parties have agreed to provide funding to facilitate construction of the Project; and

WHEREAS, progress on this Project will serve the public interest by providing increased public transit access while providing improved electric vehicle infrastructure to reduce vehicle emissions; and

WHEREAS, upon execution of this Agreement for contributions by UTA, this will fulfill UTA’s financial obligation to SLC in order for SLC to complete the construction of the Project; and

WHEREAS, SLC and UTA further plan to establish a separate agreement governing the Parties’ use and shared responsibilities related to ongoing operation and maintenance of the Project.

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

## AGREEMENT

1. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

2. Project Description: Project consists of the following improvements:

- a. Bus layover space,
- b. A bus loop for turn-around,
- c. Operator restrooms,
- d. UTA On-Demand vehicle storage, and
- e. Charging infrastructure for both UTA Electric Buses and On-Demand electric vehicles.
- f. ADA-compliant boarding, alighting areas, and passenger amenities.

3. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the Parties will cooperate to complete construction of the Project. The Parties agree to coordinate with each other during the design, construction, and administration of the Project. The Parties acknowledge that the detailed scope of work, selection of contractors, and further funding details for the Project have been developed and completed prior to the execution of this Agreement.

4. UTA Funding. Upon the execution of this Agreement UTA agrees to commit funds for the Project in the amount of One Million Dollars (\$1,000,000) (the "UTA Contribution"), which sum shall contribute to the overall Project cost of approximately \$2,100,000. The UTA Contribution shall be used by SLC to pay the selected contractors and/or any subcontractors directly for construction-related costs and services for the completion of the Project, up to the amount of the full UTA Contribution. SLC will provide UTA with an invoice requesting the contribution amount within a reasonable time following the execution of this Agreement. SLC shall be responsible for all Project costs in excess of the UTA Contribution.

5. UTA-Provided Equipment.

- a. Overhead Bus Charger. UTA shall provide one 300 kwh overhead bus charger for the Project. The cost of this equipment is estimated to be approximately \$360,000 and is not included as part of the UTA Contribution. SLC shall cover installation costs and shall include the installation of the overhead bus charger within the scope of work of its construction contracts. UTA shall be responsible for maintenance of the charger.
- b. Microtransit Charging Equipment. UTA shall provide two 150 kwh car chargers for the Project. The cost of this equipment is estimated to be approximately \$260,000 and is not included as part of the UTA Contribution. UTA and SLC shall equally split the cost of the car chargers after applying any available grant funds anticipated to be received by Rocky Mountain Power. Anticipated grant funds for the car chargers are estimated to be \$95,000. SLC shall cover

installation costs and shall include the installation of the car chargers within the scope of work of its construction contracts. UTA shall be responsible for maintenance of the chargers.

6. Record Documents. SLC shall require the Final Design Consultant, the Construction Engineer (“CE”), and the contractor to provide SLC with the project record documents (as-builts), approved submittals, and project files. SLC will in turn provide electronic copies of these documents to UTA for the purposes of ongoing maintenance records.

7. Contracting Procedures. SLC will serve as the lead agency for the Project, and will administer all aspects of the Project. All contracting procedures will be as per the Utah Procurement Code, SLC policies, and SLC procurement ordinances and procedures. UTA will be given the opportunity to participate in the selection of contractors. UTA may review, approve, and/or reject all submittals related to the construction of the Project, as well as provide construction quality assurance inspections ensure compliance with UTA engineering and design guidelines; provided, however, that any rejection of a submittal by UTA must be communicated to SLC within thirty (30 business days from date of receipt. The Parties agree to collaborate in good faith to resolve any dispute related to construction design or process timely to minimize construction delays. Failure to timely reject or dispute any submittal shall be deemed approval by UTA.

8. Project Manager. SLC has assigned Ramin Nasrabadi and UTA has assigned Jacob Wouden as designated Project Managers for the Project. In the event that a new individual is assigned as the Project Manager for either Party, the relevant Party shall notify the other in writing of such change. SLC, as lead agency, will provide UTA with regular reports of progress and expenditures. Regular Project management meetings will occur and SLC shall ensure that UTA and their Project Manager has frequent opportunities to participate in meetings and reviews with the Final Design Consultant, the CE, and/or the contractor(s), as well as the opportunity to comment upon all construction submittals related to the Project. The UTA Project Manager shall be available to conduct timely “over the shoulder” reviews, with adequate notice. In the event that comments or decisions are necessary regarding the construction elements of the Project that will impact UTA’s use of the Project, SLC agrees to consult with UTA and obtain comments or approval from UTA, prior to responding to the contractor(s), which approval shall not be unreasonably withheld.

9. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between UTA and SLC with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

12. Governmental Immunity. Each of UTA and SLC is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

13. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

14. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses set forth below or at such other address as may provide in writing from time to time. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties as follows:

If to UTA:

Utah Transit Authority  
Attn: Mary DeLoretto  
669 West 200 South  
Salt Lake City, Utah 84101

with a copy to:

General Counsel  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

If to SLC:

Office of the Mayor  
Attn: Erin Mendenhall  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, Utah 84114

With a copy to:

Division of Transportation  
349 South 200 East, Suite 150  
P.O. Box 5502  
Salt Lake City, Utah 84114-5502

