

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

This Transportation Investment Program Funds (TTIF) Cooperative Agreement (the "Agreement") is entered to be effective as of _____, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Utah Transit Authority ("Agency"), a political subdivision of the State of Utah. UDOT and the Transit 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 Transit Transportation Investment 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 Transit Agency requested the project that is described in this Agreement (the "Project"), the Transit 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:

The Midvalley Connector Project, a Bus Rapid Transit Project with exclusive bus lanes and fixed stations in Murray, Taylorsville and West Valley City.

The Agency agrees to use the funding provided hereunder solely for that purpose in compliance with this Agreement. The Project is subject to 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 competitive 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 \$15,200,000.00 in order to receive the eligible Program fund amount of \$22,800,000.00 for the Project. UDOT will deliver the Program funds to the Transit Agency in a Lump Sum Payment, paid no later than sixty (60) days after the effective date of this Agreement. The Agency must apply Program funds and Agency matching funds on a pro-rata basis (60% \$22,800,000.00/40% \$15,200,000.00) to expenses within the approved 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 scope of work that includes all funding sources and project costs.
3. Progress Report. The Agency will submit to UDOT a brief, one (1) -page progress report 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.
 - b. A summary of the funds expended and budget remaining.
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.
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 the funds have been spent and also showing all funding sources and total Project costs. 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 (60% UDOT/40% Agency), and the Agency shall return to UDOT the unexpended pro-rata portion (60% UDOT/40% Agency) of the Program funds within sixty (60) days.

8. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of five (5) years from the time this agreement is executed unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the five (5) years, if any Program funds have not been expended for the approved scope of work, the Agency shall return to UDOT the unexpended pro-rata portion (60% UDOT/40% Agency) of the Program funds within sixty (60) days. 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. UDOT will notify the Agency within 30 days of receiving the extension request whether an extension will or will not be granted.
9. 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. The Transit 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.
10. 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.
11. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties 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.
12. 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.
13. Miscellaneous. This Agreement is binding and inures to the benefit of the Parties and it does not inure to the benefit of any third party. No Party shall assign or transfer any rights, or delegate any duties hereunder, without the other Party's prior written consent, and any such attempted assignment, transfer, or delegation is void. The Parties agree to work cooperatively and in good faith. This Agreement does not create any partnership, joint venture, or agency relationship. The Transit Agency agrees to properly address the legal requirements that apply to the work which is funded under this

Agreement, and Transit Agency agrees to take any further actions that are necessary to provide for compliance with those legal requirements.

14. Transit Agency's Compliance. The Transit 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.
15. Authority. By signing below each Party represents and warrants: (i) that the individual(s) signing below are all of the individuals who are authorized and necessary to sign on behalf of the Party to make this Agreement binding on the Party, and (ii) that the execution, delivery and performance of this Agreement by the Party will not constitute a default under any other agreement to which it is a party or a violation of a law or contract applicable to that Party.

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

UTAH DEPARTMENT OF TRANSPORTATION

By _____

Region Director, Robert Stewart

Date _____

By _____

UDOT Finance Director, Shara Hillier

Date _____

By _____

Comptroller

Date _____

UTAH TRANSIT AUTHORITY

By Mary DeLoretto _____

Chief Service Development Officer

Mary DeLoretto

Date 11/09/2022 _____

By _____

Executive Director, Jay Fox

Date _____

By M. Bell _____

Approve to Form M. Bell

Date 11/09/2022 _____