

FRONTRUNNER COOPERATIVE AGREEMENT

This FRONTRUNNER COOPERATIVE AGREEMENT (“**Agreement**”), to be effective as of August 22, 2023 (the “**Effective Date**”), is made between the Utah Department of Transportation (“**UDOT**”), an agency of the State of Utah, and Utah Transit Authority (“**UTA**”), a Utah public transit district (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, pursuant to House Bill 322 enacted by the Utah State Legislature during the 2022 General Session, as amended, (“**HB 322**”) UDOT is given oversight and supervisory responsibility for fixed guideway capital development projects (as that term is defined in HB 322) when they include state funding; and

WHEREAS, the fixed guideway capital development projects identified in HB 322 include a project to strategically double track commuter rail lines (the “**Project**”) as further defined in Section 2 below, and the Parties are entering this Agreement to establish some basic principles to govern their relationship for that Project only; and

WHEREAS, this Agreement sets forth in general terms the respective roles of the Parties for the Project, since responsibility for development, design, and construction of the Project resides with UDOT under HB 322, but responsibility for operation and maintenance of the completed Project resides with UTA; and

WHEREAS, UTA has already performed certain planning activities for the Project, including establishing the base scope of work and double track sections of the Project and certain environmental work; and

WHEREAS, in connection with the Project, UDOT shall apply for a Federal Transit Administration (“**FTA**”) Capital Investment Grant (“**CIG**”) and, if successful, serve as the direct recipient for a CIG Full Funding Grant Agreement (“**FFGA**”), and other funding sources may be available, but only as adopted in the Project Budget; and

WHEREAS, the Parties are independent organizations with individual cultures and expertise, and wish to maximize the strengths of each organization in the delivery of the Project within HB 322 requirements; and

WHEREAS, the Parties intend to perform their respective roles and duties in a cooperative and collaborative manner and to make good faith efforts to successfully deliver the Project in a timely and efficient manner.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for good and valuable consideration based on the mutual promises contained herein, the Parties agree as follows:

1. AGREEMENT PURPOSE AND SCOPE OF THIS AGREEMENT. The Agreement purpose and scope of this Agreement are as follows:
 - a. Agreement Purpose. The purpose of this Agreement is to establish how UDOT and UTA will collaborate so UDOT can construct, and UTA can ultimately own, operate, and maintain, the Project, which is also known as the FrontRunner Strategic Double Tracking Project, UDOT Project No. S-ST99(835), PIN No. 20253.
 - b. Scope of this Agreement. The scope of this Agreement is intended to cover all Work completed by UDOT and/or UTA in furtherance of the Project, and the Parties also agree that they will need to enter amendments or other agreements that are consistent with this Agreement to address additional areas related to the Work (as further described in Section 7 below).
2. DEFINITIONS. The following definitions apply to this Agreement in addition to those which may be stated elsewhere in this Agreement:
 - a. “Project” means the FrontRunner Strategic Double Tracking Project, UDOT Project No. S-ST99(835), PIN No. 20253. The Project’s purpose is to construct doubletracking segments for FrontRunner that UTA can use to alleviate congestion and increase ridership with a goal of providing 15-minute peak hour service and 30-minute off peak hour service on FrontRunner.
 - b. “Project Management Plan” or “PMP,” as defined at 49 C.F.R. § 633.5, means the written document developed by UDOT, with input from UTA, that explicitly defines all tasks necessary to implement the Project. The PMP may be a single document or a series of documents or subplans integrated with one another and into the PMP either directly or by reference for the purpose of defining how UDOT will effectively manage, monitor, and control all phases of the Project.
 - c. “Project Value” means the Project capital cost estimate within the available funding for the Project.
 - d. “UTA Design Criteria and Requirements” means the design criteria and requirements developed and approved by UTA as of the date of this Agreement (or other date approved by UDOT in writing) and as identified by name and date and incorporated into a solicitation for the Work.

- e. “Work” means all work of every kind that is required to complete activities for the Project.
3. GUIDING PRINCIPLES. The Parties have established the following guiding principles for the Project:
- a. Recognized Collaboration and Team Building. UDOT and UTA have a unique opportunity with this Project to push boundaries by building a partnership that focuses on efficient and effective Project delivery solutions. Each agency has strengths and expertise that they offer.
 - b. Go Fast/Go Smart. We need a project delivery solution that provides certainty in the schedule. The Parties will team to go fast, but balance speed with risk and cost, and find solutions that deliver results, manage risk, and provide “value for money.”
 - c. Good for the Project, Good for All. We need to build a collaborative Project environment and an integrated Project team where participants make decisions that are good for the Project first, and not focus on decisions that protect “turf.” The Parties will help all participants raise issues and challenges for consideration and be a part of the solution while working together effectively.
 - d. Home Safe Every Day. This is a complex high-risk Project that requires construction in an operating railroad corridor, so safety is paramount. The Parties will prioritize having all Project staff, stakeholders, and riders “home safe every day.”
 - e. Customer Focused/Customer Friendly. We cannot deliver this Project in such a way that the construction impacts drive away customers. The Parties will work to minimize disruption to the extent possible, and when disruption cannot be avoided, find customer friendly ways to mitigate the impact.
 - f. Funding Effective. We have limited funding and need to optimize the resources dedicated to the Project. The Parties will ensure that the Project remains within the Project Value adopted for the Project, and they will cooperate to meet FTA and State of Utah funding requirements.
4. COORDINATION OF THE PARTIES. The Parties shall coordinate as follows:
- a. HB 322 Implementation. This Agreement is entered to implement HB 322, as amended from time to time, which establishes the roles of the Parties. UDOT, in close coordination with UTA, is responsible for the Work. The Parties acknowledge that UTA has performed certain Work prior to signing this Agreement to move the Project forward, and such Work will be integrated into the Project.
 - b. Point of Contact for Each Organization. UDOT’s Project Director will be the main point of contact for the Project, and it will be UDOT’s Project Director’s responsibility

to coordinate directly with UTA's counterpart employee. UTA agrees to maintain a main point of contact counterpart employee throughout the Project.

- c. Organization Chart. The Parties will develop and implement a Project organization chart as follows:
 - i. Integrated Project. As a part of the development of the PMP, UDOT will lead the development and implementation of an integrated Project organization chart inclusive of UDOT, UTA, consultant, and contractor personnel.
 - ii. Manner of Action. UTA and UDOT employees and their consultants who are assigned a role on the Project organization chart shall remain employed by their respective organizations. For purposes of the Project, Project personnel will report, communicate and fulfill responsibilities as identified in the Project organizational chart.
 - iii. Commitment. The Parties commit to dedicating time and resources to the Project. The Parties' staff will work from the Project office as necessary in order to actively and substantively participate in the Project.
 - iv. Approvals. The parties will mutually approve the organizational chart.
- d. Project Office. UDOT will establish a Project office to house essential personnel for the program manager, UDOT and UTA staff, the final designer, and contractor.
- e. Project Management Plan and Sub-Plans. The PMP will establish the Parties' overall plan for accomplishing the Project and will include a summary of any sub-plans. The PMP will include the contents required by 49 C.F.R. § 633.25, and in addition will address areas that may include, but that are not limited to, the following:
 - i. A procedure for adopting and amending the provisions of the PMP, which UDOT will adopt for the Project with UTA's approval.
 - ii. How Work is assigned between the Parties from time to time, the responsibilities of each Party, and which agency will take the lead under Project leadership (as provided in the Project organization chart).
 - iii. Needs for Project policies. The Parties acknowledge that their agencies might need to accommodate Project policies by making internal, but Project-related, adjustments.
 - iv. Measures to address the Project's scope, schedule, Project Value, and federal funding obligations.
 - v. Measures to promote participation, cooperation, consultation, and problem solving among Project participants.
 - vi. Measures to address obtaining approvals and certifications from a Party.

- vii. Measures to address the technical needs of the Project.
 - f. Recordkeeping. Each Party will retain all Project records in accordance with 2 C.F.R. § 200.333 for a period of not less than three years after the completion and acceptance of the Project. Each Party will have access to the other Party's records related to the Project, and has the right to examine, audit, and copy such records with reasonable notice. For the avoidance of doubt, records include any books, documents, papers, or other records, regardless of form or format. This right to access records is also extended to any oversight or regulatory entities, including the FTA, Utah Office of the State Auditor, and Office of the Legislative Auditor.
 - g. Cooperation Generally. The Parties agree to work in a cooperative manner to complete the Project successfully, including, but not limited to, by entering other agreements as further described in this Agreement and as otherwise needed.
5. ALLOCATION OF RESPONSIBILITY GENERALLY: The responsibility for the Work under this Agreement is allocated generally as follows:
- a. General: Each Party's role is generally the following pursuant to the authority stated under HB 322, as amended from time to time:
 - i. UDOT's role is generally the following:
 - (1) UDOT is the Project sponsor and leader.
 - (2) UDOT's role is limited to conducting project development, engineering, and construction for the Project.
 - ii. UTA's role is generally the following:
 - (1) UTA is the owner of the Project upon its final completion.
 - (2) UTA is the operator of the Project upon its final completion.
 - (3) UTA will maintain the Project upon its final completion.
 - b. Procurement and Contracting Administration. Each Party's role related to procurement and contracting administration is generally as follows:
 - i. UDOT will procure the final designer and contractor.
 - ii. UTA will notify UDOT, prior to each UDOT solicitation, of third parties who might create a conflict of interest through their participation in a Project procurement process.
 - c. Design. Each Party's role related to design is generally as follows:
 - i. UDOT is responsible for the following related to design:
 - (1) UDOT has final approval authority over the design of the Project once UTA has first approved the final design under Section 5.c.ii.(3) below.

- (2) UDOT will provide for the performance of all design and engineering Work in compliance with UTA's Design Criteria and Requirements.
- ii. UTA is responsible for the following related to design:
 - (1) UTA will establish UTA's Design Criteria and Requirements for the Project at times consistent with scheduling needs.
 - (2) Any requests for deviations from UTA's Design Criteria and Requirements will specifically require UTA approval.
 - (3) UTA shall participate in design reviews and provide written final design approval of the Project.
- d. NEPA Documents. Each Party's role related to the documents prepared under the National Environmental Policy Act of 1969, as amended from time to time ("**NEPA**") is generally as follows (which may be adjusted by a subsequent agreement based on obtaining additional information):
 - i. UDOT is responsible for the following related to NEPA:
 - (1) Re-evaluations.
 - (2) Implementation of NEPA commitments.
 - ii. UTA is responsible for initial NEPA documents.
- e. Property. Each Party's role related to property is generally as follows:
 - i. UDOT will purchase the land required for the Project in UTA's name (except for land to be acquired from UPRR).
 - ii. UTA is responsible for the following related to property used in the Project:
 - (1) UTA will acquire required property from UPRR.
 - (2) UTA will provide Project access on UTA-owned property.
 - (3) UTA will be the owner of all Project property (except for property required by third-parties).
 - (4) UTA will facilitate land swaps that involve property owned by UTA when required for the Project.
- f. Third-Party Property Needs (Utilities). Each Party's role related to third-party property needs is generally as follows:
 - i. UDOT will provide for and facilitate third-party agreements and relocations.
 - ii. UTA is responsible for the following related to third party property needs:
 - (1) UTA will determine and facilitate a permanent arrangement for third-party relocations that will be placed on UTA property.
 - (2) UTA will enter any needed long-term commitments associated with any relocations on UTA property, including but not limited to licenses,

ownership arrangements, and maintenance agreements, at times acceptable to the Project and on terms acceptable to UTA.

- g. Stakeholder Coordination. Each Party's role related to stakeholder coordination is generally as follows:
 - i. UDOT is responsible for the following related to stakeholder coordination:
 - (1) UDOT will lead the effort and coordinate with Project stakeholders.
 - (2) UDOT will lead the Parties' Project public relations.
 - (3) UDOT will lead the Parties' Project government relations.
 - ii. UTA will communicate and address impacts to UTA's customers through existing channels and will assist UDOT with UDOT's responsibilities.
- h. Schedule. Each Party's role related to schedule is generally as follows:
 - i. Notwithstanding any other provision of this Agreement, UDOT has final control over the Project schedule.
 - ii. UTA will provide schedule updates to UDOT.
 - iii. Both Parties will work to keep the Project on schedule.
- i. Service Interruptions: UTA and UDOT will work together to strike the appropriate balance between service interruption and Project costs. Each Party's role related to service interruptions is generally as follows:
 - i. UDOT is responsible for the following related to service interruptions:
 - (1) UDOT will obtain UTA's approval prior to authorizing service interruptions.
 - (2) If costs are required in connection with a necessary Project service interruption, such as the cost of a bus bridge, those costs will be included in the Project budget.
 - (3) Loss of fares are not part of the Project.
 - ii. UTA is responsible for the following related to service interruptions:
 - (1) UTA will provide approvals for service interruptions.
 - (2) When applicable UTA will implement agreed upon mitigation measures for service interruptions.
- j. Union Pacific Railroad. Each Party's role related to Union Pacific Railroad ("UPRR") is generally as follows:

- i. UDOT will be the lead agency to address construction matters with UPRR in a manner that is acceptable to both UDOT and UTA (including, but not limited to, negotiating a construction agreement).
 - ii. UTA is responsible for the following related to UPRR:
 - 1) UTA will be the lead agency to address long-term operations matters with UPRR in a manner that is acceptable to UTA and to the Project (including, but not limited to, negotiating an operating agreement).
 - 2) UTA will be the lead agency to address maintenance matters with UPRR in a manner that is acceptable to UTA and to the Project (including, but not limited to, negotiating a maintenance agreement).
 - 3) UTA will be the lead agency to acquire property interests from UPRR that are acceptable to UTA and to the Project (including, but not limited to, negotiating real property agreements).
 - iii. If UTA is unable to obtain necessary real property interests from UP on reasonable terms, UTA and UDOT shall work cooperatively to obtain alternate property interests to support the Project.
6. FINANCIAL MANAGEMENT OF THE PROJECT. UDOT is responsible for the fiscal management of the Project, and UDOT will maintain complete accounting records for the Project. All Project expenditures will be coded according to the FTA's Standard Cost Categories ("**SCC**") and will be coded using SCCs regardless of the source of funds. All Project expenditures will also be subject to UDOT's accounting procedures, including but not limited to, UDOT's procedures for payment requests by, and payments made to, Project participants.
 - a. Financial Plan. As the direct recipient and Project sponsor, UDOT will develop the Financial Plan for the Project. The Parties agree to comply with the Financial Plan.
 - b. Project Value. As a part of the Financial Plan, UDOT will develop the Project Value. UDOT will manage the Project Value, including tracking eligible expenditures and funding. The Project Value will become part of the **FFGA** and, once approved, will only be amended by UDOT with the approval of FTA and the Utah Transportation Commission per UDOT Policy. No additional funding is available beyond the funding identified in the adopted Project Value (including, but not limited to, allocated and unallocated contingency funds).
 - i. Each Party will immediately notify the other of a potential cost overrun upon discovering one.
 - ii. If for any reason the Work for the Project might exceed the Project Value, the Parties agree to work in good faith to reduce projects costs to remain within the Project Value so the Project can be constructed by UDOT and

sustainably operated and maintained by UTA, and reductions may include scope reductions.

- iii. If a Party requests a scope item to be added to the Project Work which is allowable by FTA as a Project eligible expense, the Parties will work together to determine if the item should be added to the Work, but costs cannot exceed the Project Value. Costs for requests that constitute betterments or concurrent non-Project activities will be borne by the requesting Party.
 - iv. If the Parties must request additional funding from the Utah State Legislature, or other sources, they will cooperate with one another to obtain such funding, and UTA will provide reasonable support to UDOT as necessary.
- c. Federal Funding: UDOT will apply for and be the direct recipient for a FFGA from the FTA. The Parties recognize the priority of addressing federal funding applications and requirements, and to that end, they agree as follows:
- i. UTA will provide all assistance to UDOT that is necessary in the pursuit of a FFGA (or other funding), including providing any materials necessary to complete the core capacity requirements, and shall advise UDOT concerning FTA requirements that apply to UDOT's work and assist UDOT with compliance matters for the benefit of the Project.
 - ii. UTA and UDOT will each take all actions necessary to ensure that UDOT can make all required funding assurances and commitments, including, but not limited to, signing agreements committing to grant obligations, and providing representations to FTA concerning how grant obligations will be met. As needed to meet FTA requirements, the Parties will enter a subrecipient agreement to address federal requirements.
 - iii. Both Parties shall conduct their activities, including documentation, in accordance with all applicable federal laws and regulations and FTA guidance and policies.
 - iv. Both Parties acknowledge that the inclusion of Federal Funding will create a federal interest in all elements described in the FFGA.
- d. State and Other Funding: UDOT will receive all funding appropriated by the State of Utah for purposes of this Project, and both Parties will conduct their activities in accordance with all applicable state laws and regulations. This includes UDOT applying funding to the Project that was previously identified as pass-through funding in the Implementation Agreement dated as of May 2, 2022, between UDOT and UTA (and such agreement also provides for funding that will be applied toward the acquisition of rolling stock, which the Parties will address in a separate agreement).

7. OTHER PROJECT AGREEMENTS. The Parties acknowledge that additional agreements, or amendments to this Agreement, will be necessary as the Project progresses. The following is a non-exclusive list of additional agreements or amendments anticipated for the Project, which the Parties may further refine as they resolve issues and agree on responsibilities for future phases of the Project:
 - a. Second Agreement. The Second Agreement will address matters related to construction, acceptance, warranty, activation, close out for the Project, operations, and maintenance.
 - b. Reimbursement and Subrecipient Agreement. The Reimbursement and Subrecipient Agreement will address matters related to how UDOT will reimburse UTA for its costs in connection with the Project, and to UTA's role as a subrecipient for purposes of the FFGA.
 - c. Environmental and Hazardous Substances and Waste Agreement. The Environmental and Hazardous Substances and Waste Agreement will address the roles and responsibilities related to contamination on UPRR right-of-way and mitigation thereof.
 - d. Rolling Stock Agreement. The Rolling Stock Agreement will address the roles and responsibilities for the acquisition of rolling stock for the Project.
 - e. Other Agreements as Needed. The Parties acknowledge that additional agreements, or amendments to this Agreement may also be necessary.

8. ADDRESSING LIABILITY, DISPUTE RESOLUTION, AND TERMINATION. The following apply:
 - a. Addressing Costs and Liabilities. The Parties agree to the following concerning disagreements over costs, liabilities, and (to the extent applicable) Work items, in connection with the Project Work.
 - i. Each Party is a government entity, and neither Party waives any part of the Utah Government Immunity Act.
 - ii. Before considering whether either Party bears any separate financial responsibility in connection with the Project, each Party agrees to look first to applicable insurance coverage and bonds that have been provided by third parties contracted for the Project. To that end, each Party shall require coverage in an appropriate form and amount in each of its third-party contracts that relates to the Work (to the extent not covered by an Owner Controlled Insurance Program that covers both Parties for the Project), and each Party will require the third party that provides the insurance or bond to name both UTA and UDOT as an additional insured or obligee in such

insurance policies or bonds. Each Party shall also require indemnities in its third-party contracts that cover both UTA and UDOT, and each may include other loss mitigation measures in third-party contracts as well.

- iii. If third-party insurance or bonds do not pay for a cost, the Parties agree that they will next look to any applicable coverage provided by an Owner Controlled Insurance Program.
- iv. If third-party insurance, bonds, or an Owner Controlled Insurance Program do not pay for a cost, the Parties agree that they will next evaluate available funds that have been dedicated to the Project before either Party considers whether one Party or the other Party should pay the cost.
- v. If the foregoing resources do not pay for a cost, the Parties may consider requesting additional Project funding from the Utah State Legislature, and may seek other resources that may be available.
- vi. After exhausting the foregoing resources, the Parties agree that each party is responsible for its own acts and omissions, whether or not negligent.
- vii. After exhausting the foregoing resources, if the Parties disagree over which of them should bear a cost or liability, or if the Parties disagree about a Work item, the following shall apply. Either or both Parties may send a written proposal concerning payment of the cost or liability, or implementation of a Work item, for the other Party’s consideration, and both Parties shall discuss the proposal or proposals in good faith. Each Party will consider the principles stated in this Agreement and the roles established under HB 322, as amended from time to time, when asserting its position, and each will explain how its position is consistent with those principals and roles. If the Parties cannot then resolve the dispute, either Party may proceed under Section 8.b. However, notwithstanding any provision of this Agreement or a dispute or litigation process, both Parties shall continue to work on the Project under UDOT’s leadership throughout the course of any dispute, and neither Party shall disrupt the Work, increase costs, create delay, or withhold its full participation.

b. Dispute Resolution. The Parties may proceed under this subparagraph for any dispute that is not otherwise resolved.

- i. The Parties shall manage their roles in the Project in a collaborative and cooperative manner and shall resolve disputes at the lowest level of management possible. However, if the dispute cannot be otherwise resolved, the following escalation of a dispute shall apply:

SUBMIT TO THIS MANAGEMENT LEVEL	TIME TO RESOLVE
UDOT Director of Transit and Trails and UTA Director of Capital Development	5 business days, unless otherwise agreed

SUBMIT TO THIS MANAGEMENT LEVEL	TIME TO RESOLVE
UDOT Director of Transit and Trails and UTA Chief Capital Services Officer	10 business days, unless otherwise agreed
UDOT Deputy Director of Planning and Investment and UTA Executive Director	15 business days, unless otherwise agreed

- ii. If a dispute is not resolved using the management levels defined above, each Party's Executive Director shall make the final decision for matters that are within that Party's role, except that each Party agrees to the following: (i) that its Executive Director will first hear and consider information presented by the other Party prior to making the final decision, and (ii) that UDOT has final decision making authority for the Project Work (unless altered by a judicial determination). If a dispute involves a contractual or other legal matter, the Parties agree to first seek assistance from the Attorney General's Office concerning the proper interpretation of applicable laws and contracts before either Party's Executive Director makes a final decision.
 - iii. Each Party retains the right to pursue any available remedy after waiting ninety (90) days after the time when the Parties' Executive Directors make their final dispute resolution decisions concerning the matter.
- c. Disputes with Third Parties. The Parties agree that to the greatest degree possible, they will avoid taking positions that are averse to one another in connection with any claims or costs concerning the Project. The Parties agree that they desire to defend against any claims or costs jointly; that they will provide coordination and support to each other in defense of Project-related claims; and that if needed, they will enter a joint defense agreement in connection with any claim.
- d. Termination: This Agreement may be terminated by agreement of the Parties, which shall not be unreasonably withheld. Also, UDOT may terminate this Agreement without UTA's consent if any of the following occur: if there is a loss of needed funding for the Project, or if the Utah State Legislature removes the authority that UDOT needs to meet its obligations under this Agreement. Termination is effective at the time when written notice is effective. Thereafter, the Parties agree to work cooperatively to address any outstanding issues related to the Project upon termination (including costs, Work in progress, contracts, and federal obligations).
9. **EXHIBITS TO THIS AGREEMENT.** The FrontRunner Project Delivery Team organization chart, as it exists from time to time, is incorporated into this Agreement by reference as if fully set forth herein.

10. **GENERAL PROVISIONS:**

- a. Notice Addresses: 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 delivery is 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 148455 Salt Lake City, UT 84114 Attention: Transit Project Director Email: brianja@utah.gov</p> <p>With a copy to:</p> <p>UDOT Assistant Attorney General 4501 South 2700 West Box 148455 Salt Lake City, UT 84114-8455</p>	<p>To UTA:</p> <p>UTA 669 West 200 South Salt Lake City, Utah 84101 Attention: Capital Development Jarobertsen@rideuta.com</p> <p>With a copy to:</p> <p>UTA Assistant Attorney General 669 West 200 South Salt Lake City, UT 84114</p>
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- b. Waiver: Failure of either Party at any time to require performance of any provision of this Agreement shall not limit either Party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- c. Governing Law: This Agreement is governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in a court located in Salt Lake County, Utah.
- d. Further Assurances: 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 each other with maintaining compliance with the legal requirements applicable to each of them after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- e. Other: There are no third-party beneficiaries of this Agreement. This Agreement is for cooperative action pursuant to HB 322, as amended from time to time, and it does not create a partnership, agency, joint venture, or other relationship among the Parties, and it is not subject to the Utah Interlocal Cooperation Act. If any provision of this Agreement is severed, the remainder shall be construed to give

effect to the intent of the Parties. Neither Party is considered to be the drafter of this Agreement. This Agreement may not be assigned without the other Party's prior written agreement, and any purported assignment to the contrary is void. Time is of the essence.

- f. Entire Agreement: This Agreement contemplates and the Parties acknowledge that they have entered into a House Bill 322 Implementation Agreement, dated May 1, 2022. With the exception of the House Bill 322 Implementation Agreement, this Agreement supersedes and replaces all written and oral agreements previously made or existing between the Parties regarding the subject matter in this Agreement. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

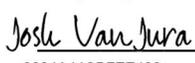
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date by its authorized representative.

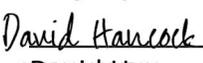
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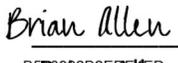
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 Jay Fox
 Executive Director
 Date: 10/28/2023

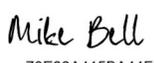
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 Josh Van Jura
 Director of Transit and Trails
 Date: 10/30/2023

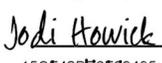
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 David Hancock
 Chief Capital Services Officer
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 Brian Allen
 Transit Project Director
 Date: 10/30/2023

Approved as to Form:

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 Michael L. Bell
 Assistant Attorney General (UTA)

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 Jodi Howick
 Assistant Attorney General (UDOT)