

01744-1340

**CONTRACT
BETWEEN WASATCH FRONT REGIONAL COUNCIL
AND UTAH TRANSIT AUTHORITY**

This contract is made and entered into this 25th day of April, 1995, by and between the Wasatch Front Regional Council, the designated Metropolitan Planning Organization for the Salt Lake and Ogden Urbanized Areas, hereinafter designated as the "Council," first party; and the Utah Transit Authority, hereinafter designated the "Authority," second party.

WHEREAS, Title 23, Chapter 1, Section 134, of the United States Code as amended, states that "After July 1, 1965, the Secretary shall not approve. . . projects in any urban area of more than 50,000 population unless he finds that such projects are based on a continuing, comprehensive, transportation planning process carried on cooperatively by states and local communities. . ." and

WHEREAS, Title 49 of the United States Code is designed "to encourage the planning and establishment of areawide urban mass transportation systems needed for economical and desirable urban development with the cooperation of mass transportation companies both public and private", and

WHEREAS, the Federal-Aid Highway Act of 1973 apportions planning funds to states to be made available to the metropolitan planning organizations designated by the Governor as being responsible for carrying out the provisions of Section 134 of Title 23, United States Code, and

WHEREAS, the Federal Transit Act apportions planning funds to states to be made available to the designated metropolitan planning organization under provisions of Title 49, Chapter 53, Section 3, United States Code, and

WHEREAS, the designated metropolitan planning organization is intended to serve as the recipient of airport system planning funds under provisions of Section 13(a) of the Airport and Airways Development Act of 1970, and

WHEREAS, there has been formed a Salt Lake County Council of Governments, a Davis County Council of Governments, a Weber Area Council of Governments, a Morgan County Council of Governments, and a Tooele County Council of Governments, and

WHEREAS, the Salt Lake County Council of Governments, the Davis County Council of Governments, the Weber Area Council of Governments, the Tooele County Council of Governments, and the Morgan County Council of Governments formed the Wasatch Front Regional Council for the purpose of cooperation and coordination to carry out comprehensive planning in Davis, Salt Lake, Weber, Tooele, and Morgan Counties, and

WHEREAS, the Council has been duly constituted under the authority of Chapter 13, Title 11, Utah Code Annotated, (The Interlocal Governmental Cooperation Act) and pursuant to Section 3 of the Executive Order of the Governor of the State of Utah, dated 27 May, 1970, and

WHEREAS, the Wasatch Front Regional Council has been designated by the Governor as the Metropolitan Planning Organization for the metropolitan areas contained within the Counties of Salt Lake, Davis, Weber, Morgan, and Tooele, and

WHEREAS, on April 8, 1988, the Council, the Authority, and the Utah State Department of Transportation entered into a "Memorandum of Agreement" for the purpose of jointly and mutually cooperating and participating to the extent permitted by any legal limitations in continuing urban transportation planning in the Salt Lake/Ogden area, and

WHEREAS, the Council, with the assistance of the Utah Transit Authority and the Utah State Department of Transportation, will prepare a Unified Work Program for each year that this contract is in effect in accordance with procedures specified by the U.S. Department of Transportation, and

WHEREAS, the Utah State Department of Transportation will make application to the Federal Highway Administration for the Metropolitan Planning (PL) and State Planning and Research (SPR) funds to complete a transportation planning program for the Salt Lake and Ogden areas as defined in the Unified Work Program, and

WHEREAS, the Utah State Department of Transportation will also make application to the Federal Transit Administration for Metropolitan Planning funds to continue the planning of public transportation along the Wasatch Front and the administration and coordination of transportation planning as shown in the Unified Work Program.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto, the Council and the Authority, do mutually resolve and agree as follows:

SECTION I - PROGRAM

The parties agree to jointly undertake a detailed, continuing, comprehensive and cooperative transportation planning program. The work to be undertaken as part of the contract will be described in the Unified Work Program, which will be approved annually by the Wasatch Front Regional Council.

SECTION II - PURPOSE

The purpose of this contract is to provide for implementing the working arrangements between the parties, for the development of the Unified Work Program, for the completion of the work included in the Unified Work Program, for the financial transactions required to implement the Unified Work Program, for progress reporting and auditing, and for other requirements, as necessary. Upon approval by each of the parties and acceptance by the U.S. Department of Transportation, the Unified Work Program for each year will be made part of this agreement by reference.

SECTION III - SCOPE

The Unified Work Program will describe the scope of work to be undertaken and contain a schedule for the accomplishment of the various work elements. Those activities to be funded with federal support will be undertaken only upon federal approval of financial assistance in support of those tasks, and upon the availability of such federal funds.

SECTION IV - METHOD OF STUDY

The Unified Work Program will include the program detail, estimated cost, sources of funds, and responsibility for completion.

SECTION V - CHANGES

- 1) Alterations, extension, supplement, or modification of the terms of this contract as detailed herein shall be agreed to in writing by the parties and incorporated as written amendments to this contract and made a part thereof.
- 2) It is understood that this contract contemplates the renewal of the arrangements for accomplishing the continuing, comprehensive planning work programs as may be authorized by law and the actions of the governing bodies of the parties.

SECTION VI - PERSONNEL

The parties to this contract have, or will secure as a part of the program costs, all the personnel required to administer the services under this contract.

Consultant services may be required by either party to carry out the assignments in the Unified Work Program. Either party may engage such consultant services so long as they are employed in accordance with provisions of both Federal and State regulations. Such services shall be performed by firms duly qualified in the field of endeavor required to complete the work described for the specific tasks for which they are needed. The parties may, upon mutual agreement, employ the State or other public agencies in the consultant capacity to accomplish any specific item of the Unified Work Program.

SECTION VII - COMPENSATION

- 1) It is agreed that the financial considerations necessary to carry out the Unified Work Program will be agreed upon by the parties for each year this contract is in force. The parties will describe the financial considerations in an attachment to this contract to be agreed upon each year.
- 2) The parties further agree to contribute to the Unified Work Program such cash, staff services, and contributed work as are agreed upon.
- 3) It is understood that this contract is contingent upon available funding to the Utah Department of Transportation from the Federal Highway Administration and the Federal Transit Administration of the U.S. Department of Transportation. In the event the Department of Transportation receives said Federal Highway Administration and Federal Transit Administration funds, the Department of Transportation will make the FHWA Metropolitan Planning and the FTA Metropolitan Planning funds available to the Council.
- 4) The Council will make available to the Authority an amount of Federal Transit Administration Metropolitan Planning funds to be agreed upon annually.

- 5) It is agreed that the Authority will provide all the matching funds required for the Federal Transit Administration Metropolitan Planning funds in the Unified Work Program from the local sales tax for transit.
- 6) It is further agreed that the Authority will make available to the Council a sum to be used as local matching funds for the Federal Transit Administration Metropolitan Planning funds retained by the Council.

SECTION VIII - METHOD OF PAYMENT

- 1) It is agreed that the parties hereto will prepare monthly expenditure reports for completion of work which the parties hereto agree to reimburse the other. Each party hereto shall make payment upon receipt of the monthly expenditure report.
- 2) Costs of salaries, fringe benefits, computer services, technical supplies, reproduction, and other costs directly relatable to the successful completion of the tasks shown in the Unified Work Program are eligible costs and chargeable to FHWA and FTA metropolitan planning funds.

SECTION IX - INSPECTION OF WORK

The parties hereto are specifically authorized to review and inspect all aspects of the Unified Work Program carried out under this contract.

SECTION X - RECORDS, ACCOUNTS, REPORTS, AND AUDITS

- 1) The parties hereto shall establish and maintain records and accounts which will properly document the expenditure of all monies advanced or payable under the terms of this contract and shall comply with the requirements of The Common Rule (49CFR, Part 18 -Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).
- 2) The parties hereto shall maintain books, records, and other evidence pertaining to the cost incurred during the period of this contract for a period of three years from the date of final payment of invoices by the Authority or the Council.
- 3) Both parties shall comply with the audit requirements of OMB Circular A-128 - The Single Audit Act. Each party shall provide the other party with copies of its annual Single Audit Report.

SECTION XI - PROGRAM MANAGEMENT

The parties hereto will be responsible for administration, management, and coordination necessary to the successful completion of work items assigned. The Authority shall hold harmless the Council from all negligent acts or omissions of the Authority or its agents which are not barred by the Governmental Immunity Act.

SECTION XII - OWNERSHIP OF DATA

The ownership of the data, studies, surveys, drawings, maps, models, photographs, and reports collected or developed pursuant to this contract shall be vested with the parties signatory to this contract. All data, including the above described, which are existing, available, or developed and are necessary for carrying out the Unified Work Program shall be made available, without cost, for the mutual use of the parties hereto.

SECTION XIII - REPORTS AND PUBLICATION RIGHTS

Prior to the publication of any reports or any other documentation prepared pursuant to this contract, the parties hereto shall review and approve the manuscript. In the event that the parties fail to agree on a final draft of the manuscript, the party preparing the manuscript shall have the right to publish, but must state the noncompliance of the other party in the document. Any publications or maps prepared in accordance with completing the Unified Work Program shall give proper credit to the funding agencies specified in this agreement. The party publishing a report shall provide copies of the report to the other party and to all funding agencies.

SECTION XIV - COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be subject to any application for copyright, patent, or royalties by or on behalf of the Council or the Authority.

SECTION XV - COVENANT AGAINST CONTINGENT FEES

No officer, member or employee of the parties hereto and no member of the governing body of the localities in which the Unified Work Program is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this contract, shall (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly connected; or (2) have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION XVI - AUDIT AND INSPECTION OF RECORDS

The parties hereto shall permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, and the Utah Department of Transportation, as well as auditors and representatives of the Council and the Authority, to inspect and audit all data and records of the parties hereto relating to their performance under the contract. Also, the parties hereto shall require that any firms with subcontract rights under this contract shall permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, the Utah Department of Transportation, the Council or the Authority, to inspect and audit all data and records of theirs relating to their performance under the contract. Such records will be made available upon request for a period of three years.

SECTION XVII - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the parties hereto shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XVIII - PROHIBITED INTERESTS

- 1) The parties hereto mutually agree that they presently have no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of their services hereunder. The parties hereto further agree that in the performance of the contract, no person having any such interest shall be employed.
- 2) No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 3) No member, officer, or employee of either party hereto during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION XIX - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract the parties agree to comply with Title VI of the Civil Rights Act of 1964 as per Appendix A of this contract.

SECTION XX - DISADVANTAGED BUSINESS ENTERPRISE

- 1) Policy - It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Transit Administration funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- 2) DBE Obligation - The Authority or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Authority and its subrecipients, contractors, and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Authority and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- 3) The Council's DBE Plan is hereby incorporated by reference. This program shall be treated as a legal obligation and failure to carry out the DBE program requirements

shall be treated as a violation of this financial agreement, and may result in termination of the agreement or contract, or such remedy as the Council deems appropriate.

SECTION XXI - TERMINATION OF CONTRACT

If, through any cause, the parties shall fail to fulfill in a timely and proper manner the obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract or if either party so wishes to withdraw from this contract, they shall thereupon have the right to terminate this contract by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

IN WITNESS WHEREOF, the Department and the Council have executed this contract as of the date first above written.


ATTEST:

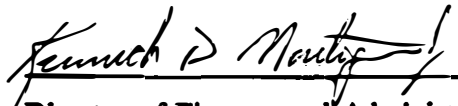




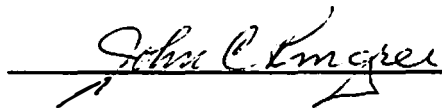
Chairman,
Wasatch Front Regional Council

ATTEST:





Director of Finance and Administration
Utah Transit Authority



General Manager
Utah Transit Authority

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (4) **Information-Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient or the Federal Transit Administration, as appropriate, and shall set forth the efforts it has made to obtain this information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall

take such action with respect to any subcontract or procurement as the Recipient of the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.