

ROSS C. "ROCKY" ANDERSON
MAYOR



SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR

COUNCIL TRANSMITTAL

A handwritten signature in black ink, appearing to read "Lyn Creswell".

TO: Lyn Creswell,
Chief Administrative Officer

DATE: April 17, 2007

FROM: D. J. Baxter, Sr. Advisor to the Mayor

SUBJECT: Sugar House Transit Line – Interlocal Agreement with UTA, South Salt Lake City

DOCUMENT TYPE: Resolution

BUDGET IMPACT: The cost of the study will be \$130,000. UTA has committed \$65,000 to the project, and South Salt Lake City has committed \$30,000. Salt Lake City's share is \$35,000.

BACKGROUND/DISCUSSION: Last fall, the Council appropriated funds to contribute to the cost of an Alternatives Analysis for the Sugar House transit corridor. The Alternatives Analysis will identify the nature and degree of transit service needed in the corridor between 200 West and 1300 East, in the area of 2100 South. The study will establish goals for the project, conduct a travel demand analysis, provide for public education and input, and analyze a broad array of transit alternatives and recommend a preferred option.

Based on the commitments of funds by Salt Lake City and South Salt Lake City last fall to cover 50% of the study's costs, the Utah Transit Authority (UTA), with input from both cities, has now hired a contractor to conduct the analysis. The cost of the study will be \$130,000. UTA has committed \$65,000 to the project, and South Salt Lake City has committed \$30,000. Salt Lake City's share is \$35,000.

The attached Interlocal Agreement among the three parties formalizes the terms under which the parties will contribute to and participate in the study. UTA will administer the contract with the consultants and take all responsibility for project management. Decisions regarding the direction of the study will be made by a Steering Committee that includes representation from UTA and both cities. The study's schedule anticipates that a locally preferred alternative, developed from public input and the technical analysis, will be available for consideration and comment from the public in June and ready for consideration by the UTA Board and the respective city councils by July.



RECOMMENDATION: The Administration requests that the City Council pass the attached resolution authorizing the approval of the Interlocal Agreement with UTA and South Salt Lake City.

RESOLUTION NO. _____ OF 2007

AUTHORIZING THE APPROVAL OF AN INTERLOCAL AGREEMENT
AMONG SALT LAKE CITY CORPORATION, SOUTH SALT LAKE CITY AND
UTAH TRANSIT AUTHORITY REGARDING AN ALTERNATIVES ANALYSIS
ON THE SUGAR HOUSE TRANSIT CORRIDOR

WHEREAS, the Utah Transit Authority ("UTA") is a public transit district, which presently owns and operates a high capacity fixed guideway system serving portions of the Salt Lake Valley;

WHEREAS, UTA proposes to expand its fixed guideway systems to include, among other things, a 3 mile extension of the system from South Salt Lake to the Sugar House community of Salt Lake City (the "Sugar House Transit Corridor");

WHEREAS, the inclusion of the Sugar House Transit Corridor in UTA's fixed guideway system would substantially benefit the residents of the Salt Lake City Corporation and South Salt Lake City ("City Sponsors");

WHEREAS, both City Sponsors desire to promote transit-oriented development within and around the corridor and encourage the use of transit for a greater number of mass-transit riders ;

WHEREAS, because the Sugar House Transit Corridor would benefit and serve the transportation needs of present and future residents, the City Sponsors support and encourage implementation of the Sugar House Transit Corridor at the earliest possible date;

WHEREAS, advancement of the Sugar House Transit Corridor requires that an Alternatives Analysis be completed (the "Alternatives Analysis");

WHEREAS, UTA and the City Sponsors desire to make monetary contributions to advance the Alternatives Analysis on the Sugar House Transit Corridor;

WHEREAS, Title 11, Chapter 13, Utah Code Ann., (1953, as amended), allows public entities to enter into cooperative agreements to provide joint undertakings and services;

WHEREAS, UTA and the City Sponsors are public agencies as defined by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Ann., (1953, as amended), and are authorized to enter into an Agreement to fund an Alternatives Analysis on the Sugar House Transit Corridor; and

WHEREAS, the attached agreement has been prepared to accomplish these purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

INTERLOCAL AGREEMENT AMOUNG SALT LAKE CITY CORPORATION, SOUTH SALT LAKE CITY AND UTAH TRANSIT AUTHORITY REGARDING AN ALTERNATIVES ANALYSIS ON THE SUGAR HOUSE TRANSIT CORRIDOR.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve and execute said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of February, 2007.

SALT LAKE CITY COUNCIL

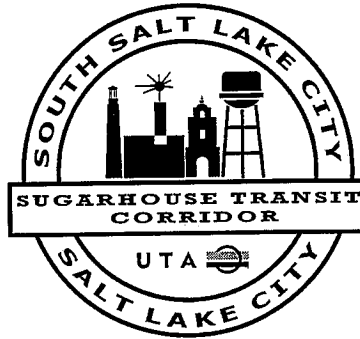
By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:


SALT LAKE CITY ATTORNEY



INTERLOCAL AGREEMENT

REGARDING AN

ALTERNATIVES ANALYSIS

ON THE

SUGAR HOUSE TRANSIT CORRIDOR STUDY

FINAL

January, 2007

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THIS INTER-LOCAL AGREEMENT REGARDING ALTERNATIVES ANALYSIS ON THE SUGAR HOUSE TRANSIT CORRIDOR ("Agreement"), is entered into by and among UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA"), SALT LAKE CITY, a Utah municipal corporation and SOUTH SALT LAKE CITY, a Utah municipal corporation (Salt Lake City and South Salt Lake City are hereafter collectively referred to sometimes as the "City Sponsors") on this 9th day of January, 2007 (the "Effective Date").

W I T N E S S E T H :

WHEREAS, UTA is a public transit district, which presently owns and operates a high capacity fixed guideway system serving portions of the Salt Lake Valley; and

WHEREAS, this fixed guideway system has been a major success with ridership substantially exceeding pre-construction projections and public sentiment strongly supports rapid expansion of high capacity fixed guideway systems; and

WHEREAS, UTA proposes to expand fixed guideway systems to include, among other things, a 3 mile extension of the system from South Salt Lake to the Sugar House community of Salt Lake City, as more particularly described herein (the "Sugar House Transit Corridor"); and

WHEREAS, the Sugar House Transit Corridor would substantially benefit the residents of the City Sponsors; and

WHEREAS, the Sugar House Transit Corridor will increase access to the public transit system for all residents of the region by providing fixed guideway access to more residents and job sites;

WHEREAS, construction and operation of a fixed guideway transit system in the Sugar House Transit Corridor will reduce reliance on the private automobile, improve air quality, reduce the growth of vehicle miles traveled, and support the objectives of the Wasatch Front Regional Council's Long Range Transportation Plan;

WHEREAS, both City Sponsors desire to promote transit-oriented development within and around the corridor and encourage the use of transit for a greater number of mass-transit riders ;

WHEREAS, UTA owns all of the property on which to construct and operate the Sugar House Transit Corridor as more particularly described on Exhibit A; and

WHEREAS, because the Sugar House Transit Corridor will benefit and serve the transportation needs of present and future residents, the City Sponsors support and encourage implementation of the Sugar House Transit Corridor at the earliest possible date; and

WHEREAS, advancement of the Sugar House Transit Corridor requires an Alternatives Analysis be completed (the "Alternatives Analysis"); and

WHEREAS, UTA desires to make monetary contributions to advance the Alternatives Analysis on the Sugar House Transit Corridor up to a total amount of \$65,000; and

WHEREAS, the City Sponsors desire to make monetary contributions to advance the Alternatives Analysis on the Sugar House Transit Corridor up to a total amount of \$65,000; and

WHEREAS, the City Sponsors have each agreed to each make monetary contributions as follows: Salt Lake City up to a total amount of \$35,000; South Salt Lake City up to a total amount of \$30,000; and

WHEREAS, UTA and the City Sponsors are entering into this Agreement under and pursuant to the provisions of Utah's Interlocal Cooperation Act (Title 11, Chapter 13

of the Utah Code Annotated) and desire to evidence compliance with the terms and provisions of the Act;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1. DEFINITIONS

“Agreement” means this Inter-local Agreement Regarding Alternatives Analysis on the Sugar House Transit Corridor by and among UTA and the City Sponsors.

“Alternatives Analysis” means the conceptual/preliminary identification of alignments and modes for the Sugar House Transit Corridor and specifically includes completion of an alternatives analysis and other services necessary for developing a locally preferred alternative (“LPA”). This term has the same meaning as “Project” defined below.

“Budget” means the budget for the Project under this Agreement.

“City Sponsor” means the Cities of Salt Lake City and South Salt Lake City.

“Consultant” means the person(s) or entity(ies) under contract to UTA to provide professional engineering and environmental services for the Project.

“Consultant Contract” or “Contract” means the professional services contract between UTA and the Consultant.

“Deliverable” means a discrete work product as defined in the Scope of Work.

“Designated Representative” means the principal contact for each Party with respect to the Project who serves as a member of the Steering Committee as designated in writing in accordance with Section 8 of this Agreement

“EFFECTIVE DATE” means the date on which this Agreement has been executed by both City Sponsors and UTA.

“Existing Fixed Guideway System” means a transportation system in a dedicated right-of-way which is presently owned and operated by UTA, serving portions of the Salt Lake Valley.

“Inter-local Act” means the Inter-local Cooperation Agreement Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“Master Inter-local Agreement” means the Master Inter-local Agreement Regarding Existing Fixed Guideway Systems Located within Railroad Corridors executed on February 13, 2004, among UTA and the various Municipalities along UTA’s railroad corridor.

“Master Schedule” means the schedule of services for the Project as reflected in the Consultant Contract.

“Mediation Panel” has the meaning set forth in Section 7 of this Agreement.

“NEPA” means the National Environmental Policy Act

“Party” means a City Sponsor or UTA.

“Project” means the Alternatives Analysis for the Sugar House Transit Corridor, as defined above.

“Project Director” means the person designated as UTA’s principal contact on the Steering Committee and as the person responsible to manage and direct the Consultant. For purposes of this Agreement, UTA’s Project Director is G. J. LaBonty, Project Manager of Alternatives Analysis, Utah Transit Authority, 3600 South 700 West, Salt Lake City, Utah, 84119, (801) 287-2121.

“RFP” means a request for proposal to obtain professional consulting and environmental services for the Project.

“Scope of Work” means the scope of work for the Project.

“Selection Team” means a team of representatives of the Parties appointed to evaluate the proposals submitted in response to the RFP.

“Steering Committee” means the body responsible to oversee performance of the Consultant and provide policy direction to the UTA Project Director as provided in Section 6.

“Sugar House Transit Corridor Existing Fixed Guideway Transit System” means a system commencing in and serving the City of South Salt Lake, traveling through and serving Salt Lake City and terminating in the community of Sugar House.

“Technical Working Group” means the body made up of key technical representatives from each of the Parties responsible to carry out the duties and responsibilities defined in Section 6.

“Tentative Schedule” means the draft tentative schedule regarding the Project attached as Exhibit B to this Agreement.

“UDOT” means the Utah Department of Transportation.

“UTA” means the Utah Transit Authority, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended.

“WFRC” means the Wasatch Front Regional Council, the metropolitan planning organization, which is performing transportation planning for the Wasatch Front including the Sugar House Transit Corridor .

SECTION 2. PURPOSE

The Project represents a significant undertaking on the part of the Parties. The Parties agree to share costs related to the Project as outlined in this Agreement or as agreed to in writing by the Parties. The interests of the Parties with respect to the Project may not always completely coincide. Therefore, the Parties have entered into this Agreement for the following primary purposes:

- (a) To identify, document, and agree upon the interests and objectives of the Parties with respect to the Project.
- (b) To describe the respective roles of the Parties in connection with the Project and to establish methods and means of working together and cooperating to achieve the goals and objectives identified herein.
- (c) To identify and agree upon contributions each Party will make to advance the Project.
- (d) To establish a mechanism for resolving any disputes among the Parties that may arise in connection with the Project.

SECTION 3. STATEMENT OF MUTUAL SUPPORT

Each of the Parties understands and acknowledges that advancement of the Sugar House Transit Corridor Existing Fixed Guideway Transit System (hereafter referred to sometimes as "FGTS") is subject to potential various authorizations and approvals by FTA which cannot be guaranteed. UTA may apply for FTA authorization to commence Preliminary Engineering for the FGTS, but the granting of such authorization is within the discretion of FTA. This Statement of Mutual Support is not intended to, and does not, create liability on the part of any Party if required FTA authorization is delayed or not received. Rather, this Statement is an expression of the

Parties' future potential to pursue FTA authorization and approvals and take such other actions as will advance the FTGS at the earliest possible date.

The Parties agree to continue to advance the FGTS with the objective that the FGTS be implemented at the earliest possible date achievable in accordance with potential FTA Small Starts funding and implementation process or in accordance with any other approach to funding and implementation that the Parties may collectively agree to pursue.

The Parties agree to cooperate with one another in a manner consistent with the commitments made and obligations assumed by each Party pursuant to this Agreement.

SECTION 4. TERM; TERMINATION

A. This Agreement shall continue in full force and effect from the Effective Date through the eventual attainment of an LPA or June 30, 2008, whichever occurs first.

B. The Parties acknowledge that they all have a limited amount of funds to contribute to the Project. UTA has agreed to retain the Consultant and engage in the Project in reliance upon the City Sponsors' covenant to provide funds for the Project in accordance with Section 5.3.B of this Agreement. In the event that any Party fails to deliver funds necessary to compensate the Consultant as required, pursuant to Section 5.3, then the other Parties shall have the right to terminate this Agreement by delivery of written notice to the Parties. In the event a Party terminates this Agreement pursuant to this Section, such Party shall be released immediately from the obligations it has assumed and shall have no further obligations to the Parties under this Agreement. In

the event of such termination, UTA shall also have the option to terminate the Consultant Contract for convenience without incurring any liability to any Party. If UTA elects to terminate the Consultant Contract, UTA and the non-defaulting Parties shall reasonably attempt to preserve and use the portion of the Project work produced prior to the date of such termination. The termination remedy as set forth in this Section is not exclusive and nothing provided herein shall prevent a Party from exercising any additional rights it may have pursuant to this Agreement or under applicable law.

C. UTA may terminate the Consultant Contract only after issuing 30 days' written notice to both City Sponsors, delivered by registered mail to the City Sponsors' designated representatives. Upon such termination, UTA shall return to the non-defaulting party all unused funds paid by that Party. If the Consultant Contract is terminated, the non-defaulting Parties shall have equal rights to all work papers and other work product of the Consultant contract.

D. City Sponsors may terminate this Agreement and demand repayment of unused funds if UTA breaches this Agreement, including failure to properly oversee the consultant, failure to convey Steering Committee instructions to Consultant, or failure to make prompt payments to Consultant.

SECTION 5. CONSULTANT CONTRACT MANAGEMENT

5.1 Selection of Consultant

A. The Parties agree that UTA will retain a Consultant to perform the Project work following a competitive qualifications-based selection process.

B. The Parties have already prepared an RFP for the Project and selected the Consultant. The Parties hereby ratify their decisions concerning the selection of the Consultant and the process for such selection.

C. UTA shall negotiate, prepare, execute and deliver the Consultant Contract consistent with the proposed Scope of Work, Master Schedule, Deliverables, and Budget contained in the RFP. Both City Sponsors shall be identified as third-party beneficiaries of the Consultant Contract. The Parties shall cooperate in the preparation of the Consultant Contract. Prior to final execution and delivery of the Consultant Contract, UTA shall provide a draft of the Contract to each Party through its Designated Representative on the Steering Committee. If any Party so requests, a Steering Committee meeting or meetings shall be held to discuss the draft Contract. Each Steering Committee representative shall have fifteen (15) calendar days to review the draft Contract and to provide comments and/or objections to UTA. In the event that any Party objects to any provisions of the draft Contract, UTA shall work with the objecting Party and shall resolve any and all objections in a cooperative manner consistent with this Agreement. Notwithstanding the 15 calendar day review period, the reviewing Parties shall use their reasonable efforts to review and comment on the Contract in a shorter period of time. If a Party does not provide written notice that it objects to the draft Contract within the 15-day period, UTA may proceed to finalize the Contract without further comment from such Party.

5.2 Consultant Deliverables

A. UTA will oversee the services performed by the Consultant. UTA shall provide all Parties with a Master Schedule detailing the Deliverables and shall further

provide the Parties with updates to such Schedule as are available from time to time. UTA shall not agree to any changes in the Master Schedule which might delay the Project without first obtaining the approval of the Steering Committee for the proposed schedule change. In order to assure that each Party has the opportunity to be fully informed and fully engaged in the Project, UTA shall invite each Party (and its representatives and consultants), through its Designated Representative on the Steering Committee, to participate in discussions, meetings, and reviews with the Consultant set at regular intervals established by the Steering Committee.

B. UTA will provide each Party with copies of the Deliverables. The Parties will be asked to review and comment upon applicable Deliverables consistent with the review process outlined in the RFP or as may otherwise be useful and appropriate in the development of the Project. All Deliverables submitted to the Parties shall state the latest permissible date for the receipt of comments, which date must be reasonable given the nature of the Deliverable concerned and which must be no less than ten (10) business days. Notwithstanding the 10-day review period, the Parties shall use their reasonable efforts to review and comment upon a Deliverable in a shorter period of time, if such shorter review time is reasonable given the nature of the Deliverable concerned. If a Party objects to a Deliverable, the Party shall so notify UTA and UTA shall work with the objecting Party to resolve such objections in a cooperative manner consistent with this Agreement. If a Party does not provide notice to UTA on or before the latest permissible date for receipt of comments that it objects to a Deliverable, the Party will be deemed to have approved the Deliverable concerned and UTA may

proceed with such Deliverable without further comment from such Party. All Parties shall have equal ownership interests in all Deliverables.

C. UTA shall be the sole point of final direction(s) to the Consultant for performance of services contemplated by this Agreement. UTA recognizes that City Sponsors will have both formal and informal contact with the Consultant, but the City Sponsors agree that they will not direct Consultant in substantive changes in the Project. Input from the City Sponsors shall be coordinated with the UTA Project Director, or designee, who will direct the Consultant.

D. In the event that any Party desires to propose a change to the Scope of Work resulting in a Budget increase, the proposed change order shall be submitted to the Steering Committee for review and approval. The Steering Committee shall approve proposed change orders only upon satisfaction of the following conditions: 1) the proposed change order is agreeable to the technical experts, principals and other personnel of each Party; 2) the proposed change order is consistent with the Master Schedule; 3) Steering Committee members arrive at a mutually agreeable cost sharing arrangement; and 4) Steering Committee approves an arrangement for the payment of costs associated with the change order. All change order approvals shall be approved by all representatives of the Steering Committee. Following UTA's receipt of such approval and deposit of any additional funds required, UTA will execute a change order incorporating the proposed change into the Consultant Contract.

5.3 Cost Contributions; Payment

A. UTA shall pay monetary funds toward the Project in a total amount not to exceed \$65,000.

B. The City Sponsors shall pay monetary funds toward the Project in a combined total amount not to exceed \$65,000, with Salt Lake City paying up to a total amount of \$35,000 and South Salt Lake City paying up to a total amount of \$30,000. The approximate pro-rata share of contributions of UTA, Salt Lake City and South Salt Lake City are 50%, 26.9% and 23.1% respectively. The obligations of the City Sponsors under this Agreement shall be several and not joint.

C. UTA will administer the Contract. Consultant shall bill UTA monthly for the services performed under the Contract for the Project. Upon receipt of appropriate payment requests or demands from the Consultant under the Contract, UTA will deliver invoices to the City Sponsors, which invoices shall identify the respective pro-rata share of Project costs owed by each such party. The City Sponsors agree to reimburse UTA for such costs within 30 days of receipt thereof. The Parties acknowledge that UTA may issue a stop work order to the Consultant that may result in the Project being halted or delayed if for any reason funds are not received by UTA within the time provided in this Section.

SECTION 6. PROJECT MANAGEMENT

A. UTA shall be the contracting entity with respect to the Project work performed by the Consultant. UTA shall assume all duties, obligations and liabilities typically attributable to "owner" status. The relationship between the Parties shall not be considered a "partnership" or "joint venture," and no Party other than UTA shall be deemed to have assumed any duties, obligations or liabilities with respect to the Consultant by virtue of this Agreement, except as otherwise specifically provided herein.

UTA shall be the sole point of contact with the Consultant with respect to the Consultant Contract, except as otherwise provided herein.

B. The Parties hereby create a Steering Committee, which shall consist of up to two Designated Representatives of each of the Parties. The Steering Committee shall be responsible for: (i) working closely with UTA and the Consultant to move the Project forward in an effective manner; (ii) reviewing, or causing to be reviewed, all appropriate Deliverables on behalf of each Party; (iii) performing such other duties and responsibilities as are set forth in this Agreement; and (iv) resolving the day-to-day issues that arise in connection with the Project. For all decisions of Steering Committee that require a vote of the Committee, each Party shall only be entitled to one vote.

C. UTA shall designate its Deputy Chief for Major Program Development and a Project Director who shall serve on the Steering Committee. UTA's Project Director shall be the principal contact point for UTA in all matters relating to the Project, unless another contact point is designated in writing by UTA's Project Director. The City Sponsors shall be entitled to rely upon the decisions and direction of the UTA Project Director as binding on UTA.

D. The City Sponsors shall each designate one representative to the Steering Committee who shall serve as the principal contact for each respective Community Stakeholder with respect to the Project. UTA, as well as all other City Sponsors, shall be entitled to rely upon the decisions and direction of the representative designated by each Community Stakeholder pursuant to this Section as binding on each such Community Stakeholder. All parties acknowledge that City Sponsor representatives do

not have the authority to obligate a City Sponsor's funds. Any such authority for a City Sponsor's funds beyond the amounts specified in Section 5.3 of this Agreement must be approved by the City Sponsor's legislative body.

E. Each Party hereby commits to appoint to the Steering Committee individuals: (i) who will be dedicated to the Project as necessary to represent the interests of such Party with respect to the Project; (ii) who will participate in the functions of the Steering Committee as outlined in this Agreement; (iii) who will attend the applicable meetings that will be held throughout the duration of the Project. The members of the Steering Committee shall prioritize their obligations with respect to the Project in a manner consistent with the commitments made and obligations assumed by each Party pursuant to this Agreement.

F. Each member of the Steering Committee shall consult with such technical experts, principals or other personnel of his or her respective Party as may be appropriate in the performance of his or her duties as a member of the Steering Committee. Each member shall be responsible for keeping such Party informed as to the progress of the Project and as to the Master Schedule.

G. The Steering Committee may invite advisors affiliated with other interested parties to provide advice and counsel to the Steering Committee. Such advisors might include, but not be limited to, representatives from UDOT, WFRC, Environmental Protection Agency, Union Pacific Railroad Company, and/or the Utah Department of Environmental Quality. Advisors to the Steering Committee shall be non-voting members. The Steering Committee shall also include as non-voting members the

Consultant's project leader and such other knowledgeable senior-level personnel of the Consultant as the Steering Committee may request from time-to-time.

SECTION 7. DISPUTE RESOLUTION

A. 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 an issue of fact, at the lowest reasonable and appropriate possible level. The parties to a dispute shall attempt to resolve issues through the Project Management process outlined in Section 6 of this Agreement. In the event the dispute is not resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.

B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to a designee of each Party (the "Dispute Designees"). The Dispute Designees shall engage in good faith negotiations aimed at reaching an amicable solution to the dispute that is consistent with the cooperation and coordination expressed in this Agreement.

C. If the dispute is not resolved between the Dispute Designees within 30 days after notice of the dispute is given to the UTA Project Director, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Dispute Designees are unable to agree upon a single mediator, the matter shall be referred to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and

approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.

D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of a final determination by the Dispute Designees that they are unable to resolve the dispute, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or other tribunal appropriate under the circumstances for de novo review. A matter may only proceed to court after exhausting the above appeal procedure.

E. Notices required under this Section 7 shall be sent to the Designated Representative of the Steering Committee of the involved party(ies) with a copy to the following:

If Salt Lake City:	SALT LAKE CITY ATTN: City Attorney 451 S. State Street, Room 505 Salt Lake City, UT 84111 Telephone: (801) 535-7788 Facsimile: (801) 535-7840
If South Salt Lake City:	SOUTH SALT LAKE CITY ATTN: City Attorney 220 East Morris Avenue South Salt Lake City, UT 84115-3284 Telephone: (801) 483-6000 Facsimile: (801) 483-6001

If UTA:

UTAH TRANSIT AUTHORITY
ATTN: General Counsel
3600 South 700 West
Salt Lake City, UT 84119-4122
Telephone: (801) 287-4525
Facsimile: (801) 287-4520

**SECTION 8. STEERING COMMITTEE DESIGNATED REPRESENTATIVES;
NOTICES**

The Parties hereby designate the following as their Designated Representatives:

SALT LAKE CITY
D.J. Baxter, Senior Advisor to the Mayor
Kevin Young, Deputy Director, Salt Lake City
Transportation Division

SOUTH SALT LAKE CITY
Dennis Pay, Director of Public Works
Larry Gardner, Director of Community & Economic
Development
Jim Davis, Former Mayor South Salt Lake City

UTAH TRANSIT AUTHORITY
Mick Crandall, Deputy Chief, Planning & Programming
G.J. LaBonty, Project Manager, Alternatives Analysis

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed or faxed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, its address, its telephone number its facsimile number, or its email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

SECTION 9. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing by such Party. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by any other Party.

SECTION 10. ENFORCEABILITY

This Agreement shall be enforceable against the Parties hereto in accordance with its terms, regardless of any subsequent change in the executive or legislative body of any Party.

SECTION 11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

SECTION 12. NO THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

SECTION 13. BINDING SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.

SECTION 14. ENTIRE AGREEMENT; AMENDMENT

A. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid.

B. This Agreement may not be amended, enlarged, modified or altered except through a written instrument which is signed by all the Parties and governing bodies of Parties as may be required by law. The City Sponsors acknowledge the existence of the Master Inter-local Agreement and remain bound by its applicable terms. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

SECTION 15. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

SECTION 16. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Inter-local Act and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be authorized by resolution of the governing body of each City Sponsor and UTA, pursuant to Section 11-13-219 of the Interlocal Act;

B. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each City Sponsor and UTA, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each City Sponsor and UTA pursuant to Section 11-13-209 of the Interlocal Act.

D. This Agreement shall be administered pursuant to Section 11-13-207 of the Interlocal Act (i) within each City Sponsor, by the chief executive officer of the City Sponsor or his or her designated representative; and (ii) for UTA, by the General Manager of UTA or his or her designated representative.

E. Any real or personal property acquired by UTA or in conjunction with this Agreement shall be acquired and held, and disposed of by UTA upon termination of this Agreement or as otherwise required by local, State and federal law.

SECTION 17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR AGENCY OFFICERS AND EMPLOYEES AND FORMER AGENCY OFFICERS AND EMPLOYEES.

Both the South Salt Lake City and UTA represent that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or

former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

SECTION 18. INCORPORATION OF EXHIBITS

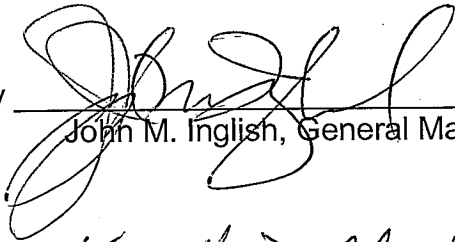
This Agreement in its entirety includes Exhibits A through B, all of which are incorporated herein and made a part hereof by this reference. The Exhibits of this Agreement are as follows:

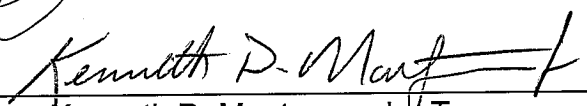
Exhibit A: DESCRIPTION OF A PORTION OF SUGAR HOUSE TRANSIT
CORRIDOR

Exhibit B: TENTATIVE SCHEDULE

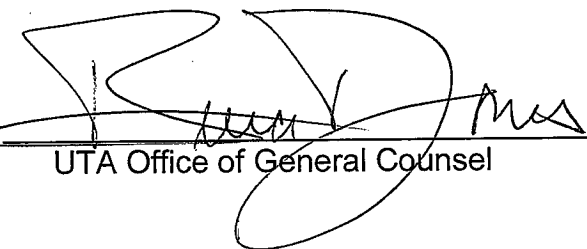
WHEREFORE, the Parties have each executed this Inter-local Agreement Regarding Alternatives Analysis on the Sugar House Transit Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By  _____
John M. English, General Manager

By  _____
Kenneth D. Montague, Jr., Treasurer

APPROVED AS TO FORM

By  _____
UTA Office of General Counsel

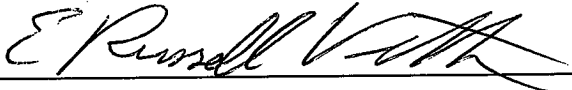
SALT LAKE CITY

By _____
Ross C. Anderson, Mayor

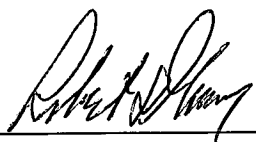
ATTESTED and COUNTERSIGNED

By _____
Ken Cowley, City Recorder

APPROVED AS TO FORM

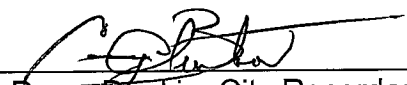
By 
E. Russell Vetter, Senior City Attorney

CITY OF SOUTH SALT LAKE

By 

Robert D. Gray, Mayor

ATTESTED and COUNTERSIGNED

By 
Dawn Deakin, City Recorder
CRATE P. BURTON

APPROVED AS TO FORM

By 
David Carlson, City Attorney

EXHIBIT A

DESCRIPTION OF A PORTION OF SUGAR HOUSE TRANSIT CORRIDOR

The Sugar House Transit Corridor is approximately a 3-mile extension of the system of rail right-of-way UTA currently owns. The Sugar House extension begins at the 2100 South Station location of the North-South TRAX alignment and heads east through South Salt Lake City to the eastern side of the community of Sugar House. The right-of-way terminates at approximately 1000 East and 2200 South in the Sugar House area of Salt Lake City. The line is located in a heavily traveled east-west transportation corridor and will cross two major north-south arterials in both cities, State Street and 700 East. The corridor to be evaluated in this study will include the area from the beginning to the end of the UTA ROW and extend north to 2100 South and south to 2700 South. This corridor serves large residential communities of South Salt Lake and Sugar House.

EXHIBIT B

TENTATIVE SCHEDULE

