
MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into on the 21ST OF AUGUST 2002, by and between the Mountainland Association of Governments, hereinafter designated as "MAG," administering agency for comprehensive transportation planning in Utah County, the Wasatch Front Regional Council, hereinafter designated as "WFRC," administering agency for comprehensive transportation planning in Salt Lake, Davis, and Weber counties, the Utah Department of Transportation, hereinafter designated as "UDOT," and the Utah Transit Authority, hereinafter designated as "UTA."

WHEREAS, MAG and WFRC have been duly constituted under the authority of Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (the Inter-local Cooperation Act), and pursuant to Section 3, Executive Order of the Governor of the State of Utah, dated 27 May 1970, with the authority to enter into this agreement and act on behalf of their respective constituent agencies, and

WHEREAS, Title 23, Chapter 1, Section 134, of the United States Codes as amended, states that "After July 1, 1965, the Secretary shall not approve under Section 105 of this title any program for 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, MAG and WFRC have been designated by the Governor as Metropolitan Planning Organizations with responsibility for carrying out the provisions of Title 23, United States Code, Section 134, and Title 49, United States Code, funds in accordance with Section 104(f) of Title 23, Section 8 of the Urban Mass Transportation Act of 1964, as amended, and Section 508(d) of the Airport and Airway Improvement Act of 1982, as amended, and

WHEREAS, MAG and WFRC are the responsible area-wide agencies for review of federally funded projects under 49 CFR Part 17, and

WHEREAS, MAG, WFRC, UDOT and UTA agree to cooperate and participate, as defined within this agreement, and to the extent permitted by any legal limitations in a comprehensive, continuing urban transportation planning process in the Utah, Salt Lake, Davis, and Weber County area.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto, MAG on behalf of itself and its constituent agencies, WFRC on behalf of itself and its constituent agencies, UDOT and UTA do mutually resolve and agree as follows:

PURPOSE

This agreement provides an understanding between MAG, WFRC, UDOT and UTA for assigning responsibilities in conducting a joint transportation planning process in the Weber,

Davis, Salt Lake and Utah County area. This agreement also identifies, specific elements in the planning process to be under taken cooperatively and identifies decision-making bodies to be created as a result thereof.

COMMITTEE STRUCTURE

MAG, WFRC, UDOT and UTA hereby jointly agree to establish the following committee structure for purposes of working cooperatively together on transportation issues of mutual interest and concern.

1. A Joint Policy Advisory Committee (JPAC) made up of representatives from MAG Regional Planning, WFRC Trans-Com, UDOT Transportation Commission and UTA Board.
2. JPAC shall have the following representation:
 - Two representing Utah Transportation Commission
 - One representing UDOT Executive Director or Designee
 - Two representing Utah Transit Authority Board
 - One representing UTA General Manager or Designee
 - Three representing MAG/Regional Planning Committee
 - One representing MAG Executive Director or Designee
 - Five representing WFRC/Trans-Com Committee
 - One representing WFRC Executive Director or Designee

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Sixteen Total Membership
3. A Joint Technical Advisory Committee (JTAC), made up of representatives from MAG, WFRC, UDOT and UTA, shall provide staff support as necessary.

SCOPE

- A. MAG, WFRC and UTA hereby agree to work cooperatively, through JPAC, with Utah Department of Transportation (UDOT) to address highway long range plan project priorities, funding mechanisms and other issues of common interest or concern by:
 1. Jointly working with UDOT to establish common evaluation criteria for rating and ranking highway projects.
 2. Jointly working with UDOT to establish a common list of prioritized highway projects needing new sources of funding.
 3. Jointly working with UDOT to pursue a financing strategy necessary to fund the prioritized list of highway projects.
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4. Jointly working with UDOT to use JPAC as a forum for discussion of other highway related issues of common interest or concern.
- B. MAG, WFRC and UDOT hereby agree to work cooperatively, through JPAC, with Utah Transit Authority (UTA) to address transit long range plan project priorities, and funding mechanisms, and other issues of common interest or concern by:
1. Jointly working with UTA to establish common evaluation criteria for rating and ranking transit projects.
 2. Jointly working with UTA to establish a common list of prioritized transit projects needing new sources of funding.
 3. Jointly working with UTA to pursue a financing strategy necessary to fund the prioritized list of transit projects.
 4. Jointly working with UTA to use JPAC as a forum for discussion of other transit related issues of common interest or concern.
- C. MAG and WFRC hereby agree to establish a seamless transportation process between the MAG and WFRC Metropolitan Planning Organizations (MPO).
1. Preparation of a common "addenda" to the MAG and WFRC long range transportation plans, focusing on issues of mutual interest and concern between the two MPOs.
 2. Establishment of a process for review and comment of each other's TIP and UPWP projects related to the long range transportation plan addenda.
 3. Jointly work with UDOT and UTA to focus on the issue of EIS needs within the two MPOs.
 4. Jointly work with UDOT and UTA to establish a unified approach for pursuing federal transportation funding through Washington lobbyist efforts.


CHANGES

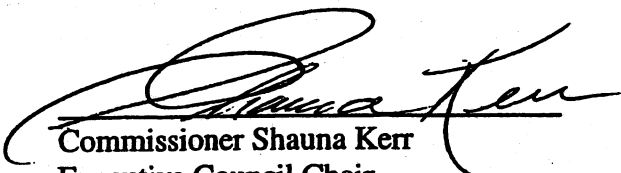
Alterations, extensions, supplements or modifications of the terms of this agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this agreement, and made a part thereof.

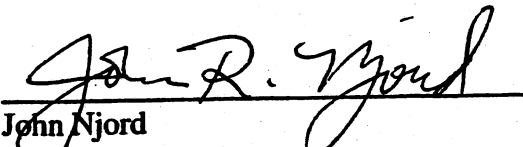
TERMINATION OF AGREEMENT


If, through any cause, the parties fail to fulfill in a timely and proper manner the obligations under this agreement, or if any of the parties shall violate any of the covenants, agreements, or stipulations of this agreement or if any of the parties so wishes to withdraw from this agreement, they shall thereupon have the right to terminate this agreement 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.

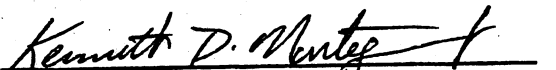
IN WITNESS WHEREOF, MAG, WFRC, UDOT and UTA have executed this agreement as of the date first written.

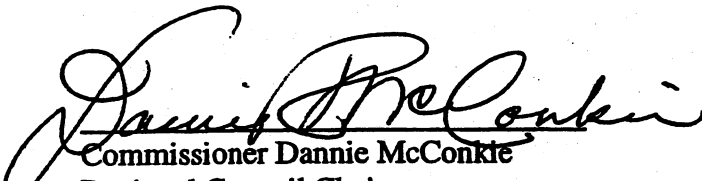

Glen Brown
Chair
Utah Transportation Commission

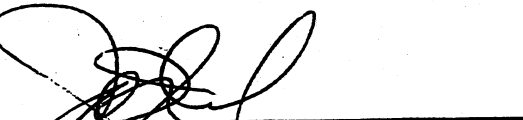

Commissioner Shauna Kerr
Executive Council Chair
Mountainland Association of Governments

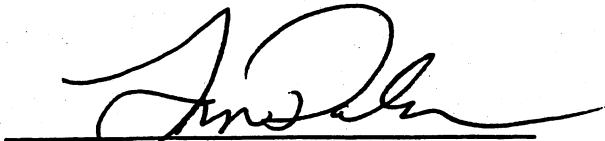

John Njord
Executive Director
Utah Department of Transportation


Mayor Brad Sears
Utah Valley Regional Planning Chair
Mountainland Association of Governments


Steven K. Randall Kenneth D. Montague, JR.
Chair Treasurer
Utah Transit Authority


Commissioner Dannie McConkie
Regional Council Chair
Wasatch Front Regional Council


John English
General Manager
Utah Transit Authority


Mayor Tom Dolan
TransCom Chair
Wasatch Front Regional Council

Approved as to Form


Legal Counsel