

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

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1. **CONTRACTING PARTIES:** This agreement (“Agreement”) is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as “CONSULTANT.” THE LOCAL GOVERNMENT is in agreement with the CONSULTANT’S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name:	<u>Avenue Consultants</u>
Address:	<u>6575 South Redwood Road, Suite 101,</u> <u>Taylorsville, UT 84123</u>
Phone Number:	<u>801-716-2459</u>
Fed ID No:	<u>56-6673543</u>

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the Kearns/Magna Active Transportation Plan.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on **January 31, 2023** unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: _____

By: _____

Date: _____

Date: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date	Consultant Signature / Title
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CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; expect as hereby expressly stated (if any):

Date	Andrew Gruber, Executive Director Wasatch Front Regional Council
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ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment A based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Hugh Van Wagenen, hugh@wfrc.org.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum not to exceed \$110,000.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Hugh Van Wagenen, hugh@wfr.org. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials, said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall defend, indemnify and save harmless the WFRC, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortious or negligent acts, errors, or omissions of CONSULTANT, its agents, officers and employees.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

ATTACHMENT B

Kearns and Magna Active Transportation Plans

Avenue Consultants

Scope of Services

Overview

Avenue is to complete two Active Transportation Plans: 1 for Kearns Metro Township and 1 for Magna Metro Township. Feedback through public involvement will greatly guide the outcome of the final project list for each community. Our course of action includes six defined tasks, each of which is detailed below.

Task 1: Project Management

Overview: Avenue Consultants (Thomas McMurtry) will coordinate all planning efforts with WFRC, Magna, Kearns, Key Collaborators including Kearns Metro Township and Magna Metro Township, Greater Salt Lake Municipal Service District-Planning and Development Services (MSD PDS), UTA, UDOT, Bike Utah, and Salt Lake County Bicycle Advisory Committee.

Sub-Tasks:

Kick-off Meeting: We will schedule a project kick-off meeting with the consultant team and steering committee. This meeting will define the roles of the participants, identify key collaborators, establish the project website domain, discuss communication channels, and review the scope and schedule to ensure everyone is on the same page.

Steering Committee Meetings: We will hold six (6) additional steering committee meetings (7 total), including a one-on-one meeting with each Township (2 of the 7). So, each city will have six Steering Committee Meetings with five of those being joint meetings. Certain milestone meetings will also include additional key collaborators.

Project Team Meetings: We will hold a minimum of eight internal project team meetings throughout the project to coordinate efforts among the consultant team.

Coordination and Administration: Coordinate and manage project team needs; including planning of team meetings, providing direction to team members, and monthly invoicing.

Assumptions:

- The number of internal meetings will be determined and coordinated as needed as more details of the project unfold.
- The meetings may be in each Township or the County building on a rotational basis to promote inclusion during the project and will be discussed with each community and stakeholders.

Deliverables:

- Meeting agendas, notes, and materials

- Monthly invoices
- Final meeting schedule

Task 2: Visioning

Overview: The team will meet with stakeholders and key collaborators to develop a vision statement or, if relevant, community specific vision statements, along with goals based on each municipality's active transportation needs and objectives. The outcome of this process will be instrumental toward guiding the project to completion.

Prepare for and Hold Vision Workshop: The Vision Workshop will be organized and scheduled based off an agreed upon time and location following the Kick-off Meeting. Key Collaborators will have been identified and selected from a list created at the kick-off meeting (and potentially added to as necessary, prior to the Vision Workshop). This will be an in-person meeting to foster collaboration and open discussion. The outcome of this will be the language used to construct the vision (or visions) for the two Townships. We will also collaboratively identify project goals and objectives that address desired results and speak to the existing deficiencies that hinder active transportation.

Final approval from the steering committee will be part of the vision statement and goals process.

All comments will be documented for the task 2: Visioning memo.

Sub-Tasks:

- Finalize identification of Key Collaborators
- Determine collective team vision statement, goals, and objectives

Public Involvement: Our team will launch the project website (incorporating a GIS based platform) which will serve as the hub for communication during the project. This site will be updated frequently with an overview of tasks, meetings, findings, videos, draft documents, and other relevant information. Once identified, the vision statement, goals, will be added to the website. As the project develops, it will also include public involvement/survey resources, such as interactive mapping and polling tools to capture community input.

Assumptions:

- The visioning process may lead to the identification of community specific language that is representative of the needs and context of only Magna or only Kearns rather than language that is reflective of the collective/combined Township project area.
- Each community will receive a balanced amount of focus and attention, allowing the project team to identify unique issues early on and be prepared to proactively address them.

Deliverables:

- Vision statement for each community that aligns with each Community's goals and objectives

- Memo stating project outline and vision
- Public facing website

Task 3: Existing Conditions, Data Collection, Review and Analysis

Overview: Collect all necessary information to establish a foundation of knowledge that allows the project team to make data-based and community-informed decisions. Once collected, this information will be incorporated into a shareable format which will include a memo with maps and appropriate data visualization.

Sub-Tasks:

Organize Information for documentation: This plan will build on work already done. This task will include a quick review and organization of past plans (General Plans and Master Transportation Plans for Kearns and Magna) as well pulling data from those plans that pertain to Active Transportation. Data will be formatted as a memo and for the website and will provide a complete story of existing conditions.

Accessible Dataset: This will be packaged in a manner that is sharable and designed for easy future use.

Review of Canals: Committed focus, time, and energy will be given to understanding the status of canals in and around the study area. This information will be included in existing conditions documentation.

Public Involvement: We will hold in-person public meetings in both Magna and Kearns. These will be advertised to the public through means agreed upon between the steering committee and the project team. The locations and dates of each meeting will be identified by communicating with the steering committee. The main goal of these meetings will be to get input and ideas from the public. We will have maps set up on tables and we will encourage people to draw and comment on the maps. The project team will be staffing these meetings and will be listening to the public while ensuring their comments are recorded properly. Afterward, all gathered information will be transferred to GIS maps for each Township. The maps and other content that details the in-person public meetings will be uploaded to the website.

Assumptions:

- While the project team has a substantial amount of in-house information for both Magna and Kearns from our previous work, it is understood that data largely just needs to be organized through the perspective of active transportation planning.

Deliverables:

- Existing conditions memo
- Dataset clearinghouse
- GIS map of public comments
- Updates to website

Task 4: Brainstorm and Evaluation

Overview: The project team will collaborate with the steering committee, the public, and individual Townships to identify specific needs, gaps and barriers, anticipated usage, destinations, and connections. This accumulation of information, combined with already planned projects identified during Task 3: Existing Conditions, will be the basis for the project list, and the starting point for the evaluation process.

Brainstorm Workshop: *All Key Collaborators will be invited to this meeting. We will provide a welcoming environment where plotted maps will be available and everyone will be encouraged to draw their ideal bike routes, networks, connections, etc. We will also be asking for community members to identify and comment on any issues, gaps and barriers, or other problems that hinder connections throughout and across these communities. Information received at this meeting will be compared against our existing conditions analysis and demographic and equity analysis we have gleaned from Avenue's Equity Analysis Tool. All information from this meeting will be mapped in GIS. The maps and other content that details the Brainstorm Workshop meetings will be uploaded to the website.*

Sub-Tasks:

1-on-1 meetings with each Township: We will hold separate meetings with groups of elected officials and select residents from Magna and Kearns. These meetings are intended to be open discussion where we will be able to focus on each Township to make sure we are understanding and incorporating the appropriate goals, concerns, issues, etc. into their Active Transportation Plan.

Develop Initial Project List and Begin Refinement Process: After the Brainstorm Workshop, the project team will combine all potential projects and compile an initial list for each Township. This list will then be compared to the vision and goals identified during Task 2: Visioning, as well as Task 3: Existing Conditions. Issues and scenarios such as location to transit, interconnectivity, and connections between each Township will be incorporated into this step. This process will set the project team up to discuss refinement with stakeholders and the public in Task 5.

Public Involvement: We will develop, launch, and collect a Community Survey. This survey will be created in English and Spanish (as will all our outreach materials) and include Township specific questions to gather unique information for Magna and Kearns. The survey will be available on the website.

Simultaneously, we will organize in-person pop-up events for each Township to collect feedback from the public. We will work with each community and the steering committee to determine the best time, location, and type of event to attend. At these events we will have plotted maps for the public to mark up and comment on. The maps and other content that details the pop-up events will be uploaded to the website.

Assumptions:

- During this task, our initial project list and evaluation will be the start of an iterative process and may vary greatly from the final, refined project list.
- The project team will be seeking specific information on how to connect the most underserved parts of each community and find solutions to the existing gaps and barriers.

Deliverables:

- Map and list of initial projects
- Community survey results
- Brainstorming and evaluation process memo
- Website updates

Task 5: Project Refinement

Overview: The initial map and list of projects will go through an extensive evaluation process, based upon agreed upon criteria, including stakeholder and public support. The result will be a project list that creates a connected network in both Townships and provides connections to the surrounding active transportation network, as well.

Project Review Meeting: The purpose of this meeting will be to determine appropriate criteria necessary to properly evaluate the projects. The initial, draft project map and list will be reviewed to help the steering committee and project team consider how to rank certain criteria's importance during the evaluation process. The vision, goals, existing conditions, and all other relevant information will be part of the evaluation discussion.

Project Refinement Meeting: This meeting's purpose is to review the refined project list and map after the evaluation processes. This will be an opportunity for the steering committee to discuss the near finalized projects in a group environment. This meeting will help work through any long standing, unidentified issues with projects, changes, or adjustments, or allow time to address new information or potential needed adjustments that could benefit either community.

Sub-tasks:

Refine projects as needed: Although the Project Review and the Project Refinement Meetings will be scheduled, the project team will keep an open line of communication to the Townships and stakeholders and will be ready at any time to address any changes, additions, improvements, etc. that may be necessary to create a finalized project map and list that meets the needs of Magna and Kearns.

Evaluate and screen projects through agreed upon criteria: Once the Project Review Meeting has been held the project team will evaluate and screen the draft project list and map by the agreed upon criteria. The outcome of this will be the list and map used for the Project Refinement Meeting.

Public Involvement: The website will be updated with the most up-to-date draft project list and map of both Townships. This will be made available in an interactive format, which will allow any person to draw or place a point on the map and leave written comments.

Simultaneously, we will hold a second round of in-person public meetings. This time we will have maps with the potential projects added to them and encourage the public to mark up and leave written comments about the potential projects. Afterwards, this information will be copied to GIS maps and uploaded to the website, along with other content that details the meetings.

Assumptions:

- There will be major and minor changes to the project list and map throughout Task 5. These will occur outside of the 'official evaluation process'. New information may present itself, or conditions in locations of either Township may change, requiring projects to be altered to better suit the local context.

- Input from this round of public comments (online and in-person) will be included in the evaluation and screening process used to develop the list and map for the Project Refinement Meeting.

Deliverables:

- Refined project map and list
- Project cost estimates
- Materials from public involvement process
- Project evaluation and recommendations memo
- Website updates

Task 6: Synthesis and Final Deliverables

Overview: The project team will deliver two Active Transportation Plans presented as informative, visual reports, each tailored specifically to the context of their respective community. These Active Transportation Plan Reports will provide a project list and map, with costs and phasing, include narrative and documentation of the planning process, and made to be shared, accessible to the public, policy makers, and designed for everyday use. The final reports will be delivered before presenting the findings to each Council.

In addition, each municipality will have the project list, map, document, etc., available online, and in GIS format. Thomas and the team are committed to seeing each Active Transportation Plan through to adoption and ready to offer guidance and support throughout the process.

Sub-Tasks:

Hold Draft Review Meeting: We will hold a final Steering Committee Meeting to review the draft Active Transportation Plan Reports.

Prepare Final Report: After the draft review meeting, we will make final modifications to the reports and send out final versions.

Final GIS Delivery: We will update the website to include the final projects maps and list, as well as other pertinent information for each Township.

Present to Councils: We will develop a final presentation which we can present or assist the Steering Committee members in presenting to their Councils. The presentation will be a summary of the Active Transportation Plan Reports including the final project lists.

Assumptions:

- Review and Council meetings will be held in person
- We assume two rounds of comments from the Steering Committee
- Documents will be final prior to the Council meetings
- Assume two Council meetings

Deliverables:

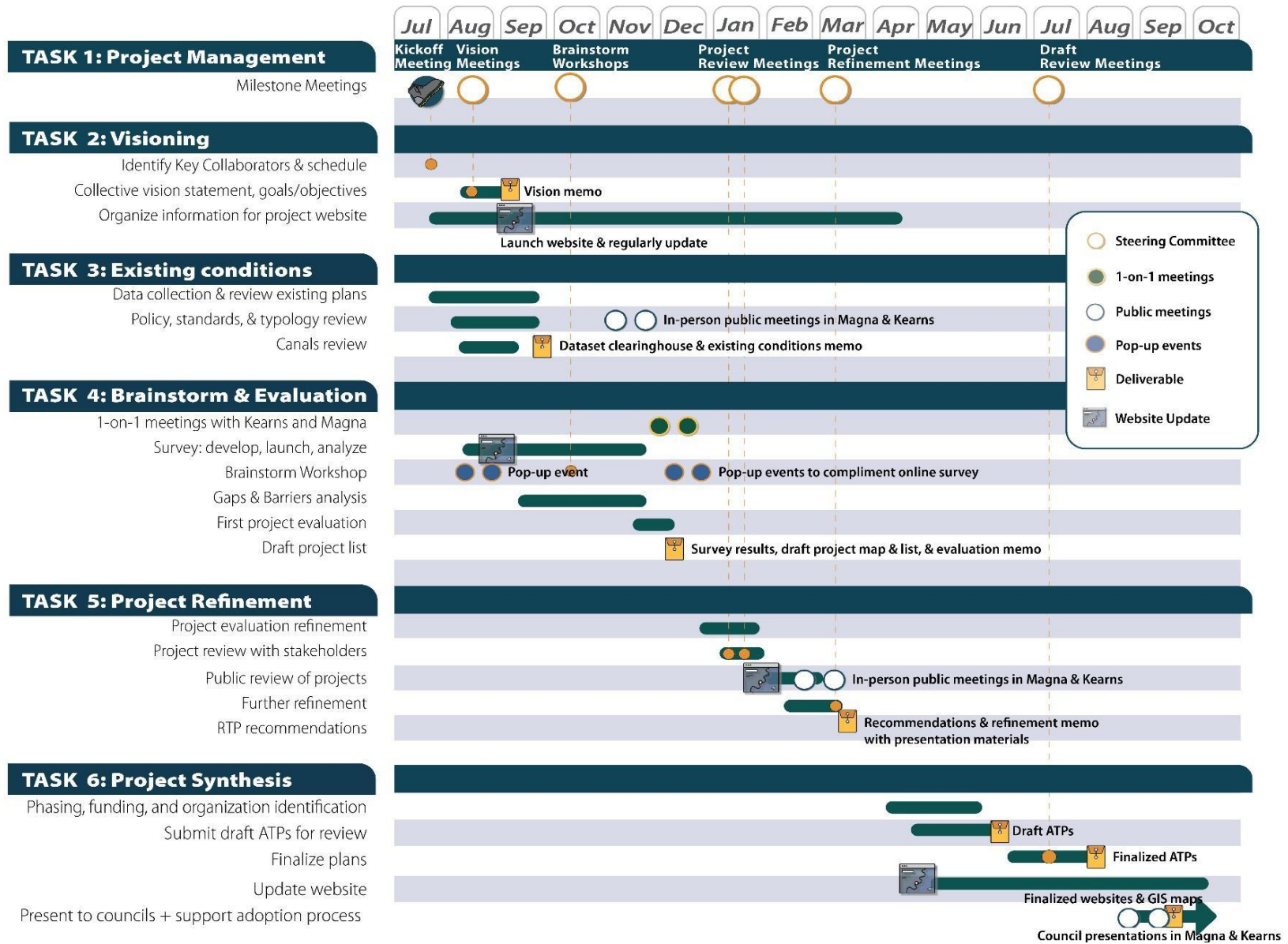
- Draft Active Transportation Plan Reports for Magna and Kearns
- Final Active Transportation Plan Reports for Magna and Kearns



- Final GIS-based website and finalized GIS files matching WFRC's bike schema, linked to existing MSD and PDS websites
 - Metro Township Council presentations for Magna and Kearns
- Final revisions, if necessary, following Metro Township Council presentations

Schedule

We will follow a 16-month schedule beginning in July 2021.



ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum not to exceed **\$110,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$98,000**.

Combined Local Governments: **\$12,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by October 31, 2022.
- (2) Project / Contract Period: The project / contract will terminate on January 31, 2023 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government:	<u>Kearns Metro Township</u> <u>Magna Metro Township</u>
Local Government Contact:	<u>Madeline Francisco-Galang</u>
Contact Address:	<u>2001 South State Street, Suite S3-120,</u> <u>Salt Lake City, UT 84109</u>
Contact Email:	<u>mfrancisco-galang@slco.org</u>

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project’s progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Greater Salt Lake Municipal Service District