

# MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made and entered into on the first day of July, 2010, by and between the Mountainland Association of Governments, hereinafter designated as "MAG," administering agency for comprehensive transportation planning in Utah County, the Utah Department of Transportation, hereinafter designated as "UDOT" and the Utah Transit Authority, hereinafter designated as "UTA."

**WHEREAS**, MAG has 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 its constituent agencies, and

**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 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 has been designated by the Governor as the Metropolitan Planning Organization (MPO) with responsibility for carrying out the provisions of Title 23, United States Code, Section 135, and Title 49, United States Code, funds in accordance with Section 104(f) of Title 23, Highways, Part 450 Planning Assistance and Standards, and Section 508(d) of the Airport and Airway Improvement Act of 1982, as amended, and

**WHEREAS**, MAG is the responsible area-wide agency for review of federally funded projects under 49 CFR Part 17, and

**WHEREAS**, MAG, UDOT, and UTA agree to cooperate and participate to the extent permitted by any legal limitations in a continuing, comprehensive, and cooperative urban transportation planning process in the Utah County area.

**NOW, THEREFORE BE IT RESOLVED**, that the parties hereto, MAG 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 the parties for assigning responsibilities in conducting transportation planning in the Utah County area. This agreement also identifies, by reference, the procedures used in the planning process and identifies the decision-making bodies.

## **SCOPE**

Within the Utah County area, the urban transportation planning process encompasses all modes of transportation-automobile, transit, aviation, non-motorized, etc., and the interfaces between modes and linkage to land use. Procedures, specific work items, schedules, funding sources, and other details are identified, described, and assigned in the document.

## **PROGRAM MANAGEMENT**

MAG, in accordance with the Governor's designation, will be the agency responsible for conducting the urban transportation planning process in the Provo/Orem Urbanized Area and its environs. Work to be accomplished and responsibility for individual work items shall be in the Unified Planning Work Program (UPWP). MAG will also be responsible for preparing the UPWP, coordinating with the appropriate agencies, and submitting the UPWP to appropriate Federal agencies for approval. UDOT and UTA will assist MAG in preparing the UPWP and accomplishing the work specified in it.

## **UNIFIED PLANNING WORK PROGRAM**

MAG, UDOT, and UTA agree to work jointly in accordance with items specifically covered in an approved Unified Planning Work Program. The UPWP delineates individual work items to be accomplished on a regular basis. Funds required for the various work items and funding sources are also delineated in the document. Federal fund transfers will be by written instrument providing for compliance with provisions of Title VI of the Civil Rights Act of 1964.

## **TRANSPORTATION PLAN**

MAG, UDOT, and UTA jointly agree to maintain a current transportation plan, which will be periodically reviewed and endorsed by the Regional Planning Committee of MAG. Such periodic endorsement shall include a determination of conformity with the State Air Quality Implementation Plan (SIP) of the State of Utah.

## **TRANSPORTATION PLANNING POLICY BODY AND SUPPORTING COMMITTEES**

Three committees will be utilized in the transportation planning process. They are the Executive Council of MAG, the Mountainland Regional Planning Committee, and the Mountainland Technical Advisory Committee (advisory committee to Regional Planning).

1. Mountainland Association of Governments' Executive Council is the governing board and final policy-making body of the Association. This body approves working budgets and staff policies. It is comprised of mayors, commissioners, and county council members of member jurisdictions within the Association's boundaries.

The Mountainland Regional Planning Committee is the MPO Board. It was established to supervise all transportation planning and air quality matters for Utah County. The Regional Planning Committee reviews and approves the Unified Planning Work Program (UPWP), the MPO's Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), air quality policy, and all other urban transportation plans and programs for the metropolitan area. They also direct the regional planning staff functions. The MPO board is made up of an elected representative from each municipality in Utah County, county commissioners, Utah Transportation Commissioner, UTA and Utah Air Quality board member. The Federal Highway Administration, Utah County Legislative Delegation, and Utah Motor Carriers Association are invited to participate at meetings.

- 2. MAG will work with UDOT's Division of Aeronautics to update the regional plans for all the airports in the metropolitan area. The Division of Aeronautics is responsible for maintaining a statewide airport system plan which shows expansion of the airport with construction scheduled in the coming years.
- 3. The Bylaws of the Mountainland Metropolitan Planning Organization will be followed and are available upon request.

**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 the 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, UDOT, and UTA have executed this agreement as the date first written.

Attest: Nanette Kuhn

Gary Anderson  
Gary Anderson, Chair, Executive Council  
Mountainland Association of Governments

Attest: Deane Jøse

John Njord  
John Njord, Executive Director  
Utah Department of Transportation

Attest: \_\_\_\_\_

Michael Allegra  
Michael Allegra, General Manager  
Utah Transit Authority

Approved as to Form:

Rebecca Spurrer  
Attorney, Utah Department of Transportation

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Attorney, Utah Transit Authority