

UTAH TRANSIT AUTHORITY AND TOOELE COUNTY
ELECTRIC VEHICLE CHARGING STATION AGREEMENT

UTA Contract No. 22-P00180

WHEREAS UTAH TRANSIT AUTHORITY (UTA) AND TOOELE COUNTY (County) (individual "Party" and collectively "Parties") are collaborating on the establishment of a microtransit service for Tooele County; and

WHEREAS the Parties desire to utilize electric vehicles for deployment of the microtransit service to the maximum extent practicable; and

WHEREAS, UTA has received federal grant funding to provide for the installation of electric charging locations in connection with the microtransit service; and

WHEREAS the Parties desire to establish the rights and responsibilities of each Party with regard to installation and maintenance of the charging stations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Parties shall collaborate in the installation and maintenance of two electric charging locations located in Tooele County as described below:

1. Locations.

- a. An internal station shall be situated at 64 East Vine Street, Tooele, Utah.
- b. An external station shall be situated at 59 East Vine Street, Tooele, Utah.

2. Access and Easement.

- a. Tooele County hereby conveys to UTA perpetual access to the specified locations so long as UTA owns and maintains the charging stations.
- b. Tooele County shall also provide an easement to Rocky Mountain Power for powerlines and equipment.
- c. If Tooele County sells or otherwise transfers either or both of the specified locations, Tooele County will cooperate with UTA in relocating the affected location(s) to a suitable alternative location(s). If Tooele County sells or transfers either location prior to the expiration of the useful life of the equipment or 10 years, whichever comes first, Tooele County shall reimburse UTA for all costs of relocation.

3. Installation.

- a. UTA shall be responsible for installation of the charging equipment at both stations. Scheduling of installation activities shall be coordinated with Tooele County. Specific details regarding each of the respective sites is contained below:

i. 64 East Vine Street, Tooele, Utah

UTA shall install three single port electric vehicle chargers inside the existing Tooele County Facility building located at 64 East Vine Street, Tooele, Utah. This project will have a total capacity to charge three electric vehicles. The locations for the chargers will be near the indoor parking spots as outlined in Exhibit A. Work will include installation of chargers and a new panelboard within the existing building and making electrical connection to a power source inside the building. All work will be performed indoors, above-ground, on Tooele County property.

ii. 59 East Vine Street, Tooele, Utah

UTA shall install two three-port electric vehicle chargers at the existing parking lot of an existing Tooele County Facility located at 59 East Vine Street, Tooele, Utah. This project will have a total capacity to charge six electric vehicles. Work will include installation of chargers and electrical infrastructure within a gravel-covered landscaped area adjacent to an existing paved parking lot as depicted in Exhibit B. The utility run (planned to be directionally bored) will be made from an existing power pole approximately 330 feet to the west-northwest of the planned charger location. The utility excavation/boring is anticipated to be approximately two feet below ground surface and will likely “daylight” when near other existing utilities. All work is anticipated to be performed in previously disturbed areas which currently consist of an asphalt paved parking lot and associated landscaping. No property acquisition will be required. Exhibit B contains a project area map that shows the locations of the proposed vehicle charging locations, electrical infrastructure locations, existing power pole, and proposed utility excavation/boring route.

- b. Removal or remediation of any hazardous materials discovered during the installation process shall be the responsibility of Tooele County.
- c. UTA shall be responsible for entering into agreements with Rocky Mountain Power for provisions of electricity for the charging stations.

4. Ownership and Control.

UTA shall own the charging stations subject to an FTA lien for the useful life of the equipment. UTA shall have complete control of the charging stations and County shall cooperate with UTA as it takes measures to maintain, repair or operate the stations.

5. Maintenance

- a. UTA shall be responsible for the on-going maintenance of the charging stations for the duration of their useful life or the expiration of UTA – Tooele County Flex Route

and On-Demand Microtransit Services Agreement as amended (Agreement), whichever comes first. If the Agreement expires prior to the end of the equipment's useful life, UTA will remove the equipment at its own expense.

- b. Tooele County will maintain their property so that the charger stations are always accessible and ready for use including but not limited to clearing snow away from the L3 charging station and designated parking spots, and keeping the garage heated above freezing over winter.
- 6. Costs.**
- a. UTA shall be responsible for all costs associated with installation, operation and maintenance of the equipment. Tooele County shall be responsible for any repair or replacement costs associated with damage to the equipment caused by the actions of omissions of Tooele County or its agents.
 - b. The Parties understand that UTA's funding is based upon receipt of an FTA grant which means that FTA will have a lien on the equipment for the full length of its useful life. Both parties agree to refrain from taking any action that would interfere with the FTA's lien.
- 7. Further Assurances.** Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party. Either party may notify the other party of a need for such further acts.
- 8. Indemnification.** Each party agrees to indemnify the other Party for any injury, damages, claims or expenses caused by the actions or omissions of the indemnifying Party.
- 9. Modifications.** The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective parties.
- 10. Miscellaneous.** This Agreement is binding upon and inures to the benefit of the parties, and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The parties agree to work cooperatively and in good faith. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's chief financial officer using a manner that can reasonably assure a timely and accurate

delivery. This Agreement does not create any partnership, joint venture, or agency relationship.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject of this Agreement, and supersedes any prior understandings, agreements, or representations, verbal or written.

12. Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

TOOELE COUNTY:

DocuSigned by:
By Jaron Robertson
7F1CCC19478A48C...
Jaron Robertson
Acting Planning Director
Date: 8/15/2022

By Andy Welch
Andy Welch
County Manager
Date: 08/10/22

DocuSigned by:
By Nichol Bourdeaux
0A150242BA08409...
Nichol Bourdeaux
Chief Planning & Engagement Officer
Date: 8/15/2022

By Colin Winchester
Colin Winchester
Deputy Tooele County Attorney
As Approved to Form
Date: 08/03/2022

DocuSigned by:
By Mike Bell
70E33A415BA44F6...
Mike Bell
Assistant Attorney General
UTA Legal Counsel
Date: 8/15/2022

By Jared Hamner
Jared Hamner
Chair, Tooele County Council
Date: 8/10/2022

Exhibit A

64 East Vine Street Site (Tooele County Garage, former NAPA building)

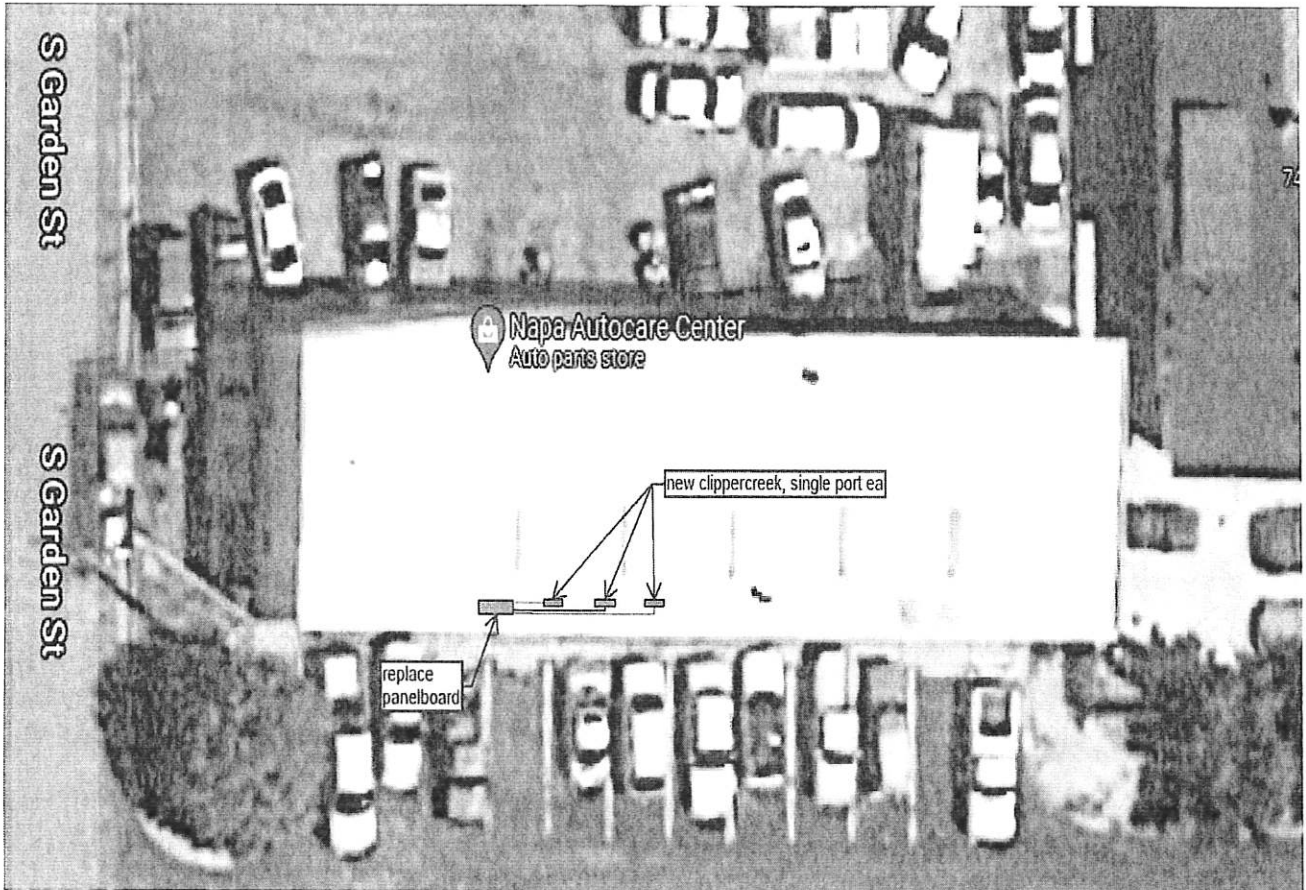


Exhibit B

59 E. Vine Street (Senior Center site)

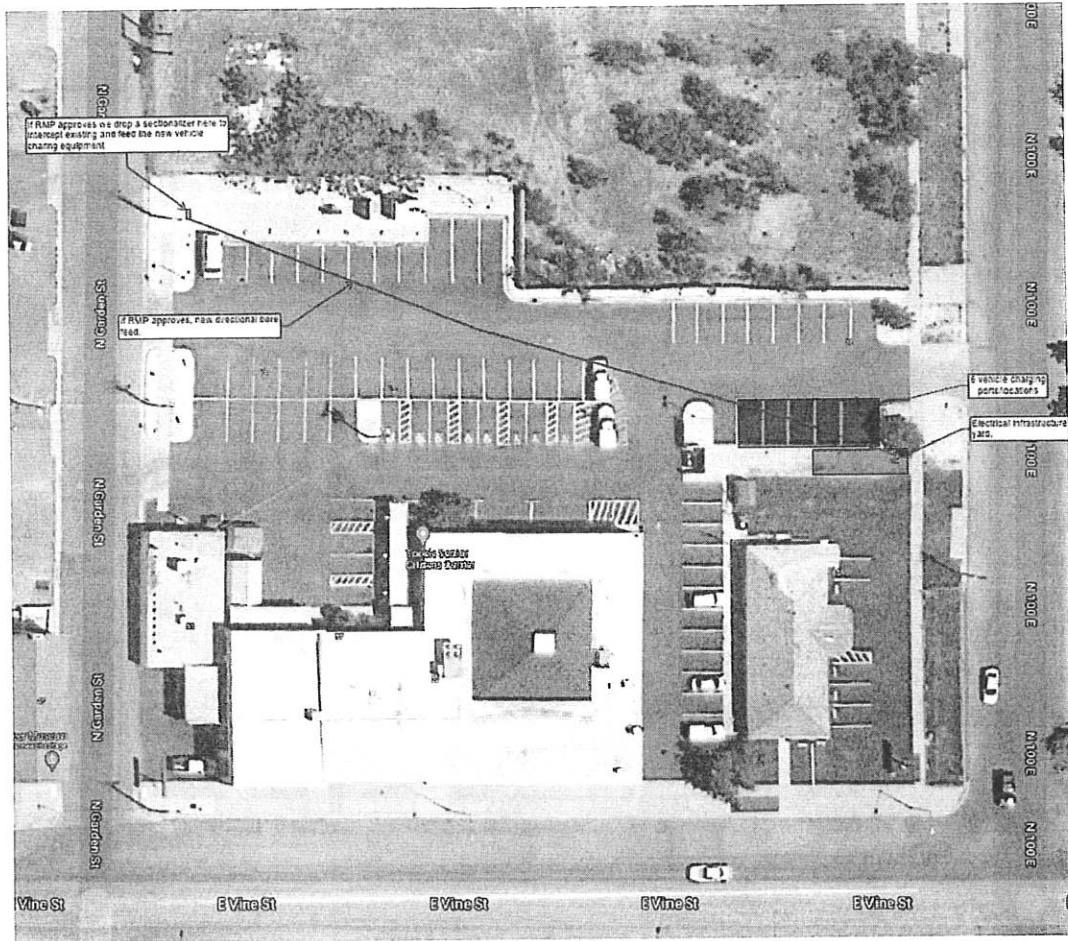


EXHIBIT C - LEGAL DESCRIPTION OF 64 EAST VINE STREET

Parcel number 02-026-0-0019

BEG AT THE NW COR LOT 8, BLK 1, PLAT A, TCS, RUN TH E 138 FT; TH S 99 FT; TH W 138 FT; TH N 99 FT TO POB 0.31 AC

EXHIBIT D – LEGAL DESCRIPTION OF 59 EAST VINE STREET

Parcel Number 02-033-0-0003

BEG 76 FT E OF SW COR LOT 1 BLK 8 PLAT A TCS, E 182.96 FT N 135.21 FT, W 258.96 FT M/L TO AN ALLEY, S 20.21 FT, E 36 FT, S 5 FT, E 40 FT, S 110 FT TO BEG 0.61 AC