

EXHIBIT 10.1a



10-6 RECEIVED

JUL 28 1978

Form 759
6/78

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OFFICE OF DIRECTOR
UTAH STATE HEALTH DIVISION

Scott M. Matheson, Governor, State of Utah
Anthony W. Mitchell, Ph.D., Executive Director

Social Services

RECEIVED

JUL 31 1978

Utah State Div. of Health
Environmental Health

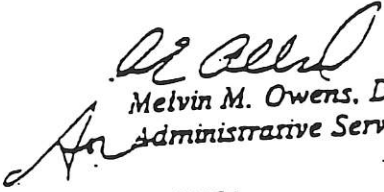
MEMORANDUM: 7/27/78

TO: Division of Health

SUBJECT: Approved Contract
State Contract No. 79 8130

Enclosed are two copies of the above numbered contract between your agency and
Mountainlands Association of Governments

Please retain one copy of this contract for your files and forward one copy to the
other party to the contract.


Melvin M. Owens, Director
Administrative Services

MMO/AEA
Enclosure

RECEIVED Contract # 79-813

10-7

JUL 31 1978

2266-5701

CONTRACT AGREEMENT
UTAH STATE DEPARTMENT OF SOCIAL SERVICES

Utah State Div. of Health
Environmental Health

Exhibit 10.1a
Part 10

CONTRACTING PARTIES: This agreement is between the Utah State Department of Social Services, Division of Health, hereinafter referred to as the STATE, and Mountainlands Association of Governments, hereinafter referred to as the CONTRACTOR.

CONTRACT TERM: April 1, 1978 through September 30, 1978.

PURPOSE: Provide funding for development of a planning process whereby the State Implementation Plan (SIP) will be revised.

GENERAL PROVISIONS

A. STATE Agrees to:

1. Reimburse CONTRACTOR a maximum amount of \$10,000.00 for service provided in accordance with Attachment A.

B. CONTRACTOR Agrees to:

1. Perform services detailed in Attachment A and in accordance with Attachment B.

2. Submit monthly billing for services performed during the previous month.

3. Hold harmless and indemnify STATE for all claims made against STATE as a result of the acts of omissions of any employee or person retained by CONTRACTOR, arising out of work performed by the CONTRACTOR under authority of this agreement.

4. Comply with the HEW Form 441 attached and made part of this agreement Attachment C. (Form must be completed and signed by CONTRACTOR).

5. Recognize and affirm that all property rights, including publication rights, all reports, work papers, documentation, including machine readable media, created by CONTRACTOR as a result of working under the terms of this agreement, shall vest in the STATE.

6. Treat as confidential any information concerning the business of the STATE, its financial affairs, its relations with employees and any other information designated by STATE as confidential.

IT IS AGREED THAT any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original signed copy of this agreement.

Either party may terminate this agreement upon 30 days prior written notice to the other party.

IN WITNESS WHEREOF, the parties sign this agreement and cause it to be effective as of the date first mentioned above.

CONTRACTOR
Mountainlands Association of Governments

STATE
Division of Health

Walter L. Leavitt

Lawrence J. Quinn
Director

June 28, 1978
Date

7.15.78
Date

PLAN AND PROGRAM DEVELOPMENT

Analysis, Re-evaluation and Development of Transportation Plan

Socio-Economic and Environmental Assessment - The enactment of the 1977 Clean Air Act Amendments necessitates revision of the Utah State Implementation Plan. MAG as the MPO has been designated by the Governor to be responsible for development of transportation control strategies for the revised SIP. The State Bureau of Air Quality has been made responsible for development of the SIP. A Memorandum of Agreement between MAG and the Utah Air Conservation Committee has been enacted and a copy of it is attached for inspection. (Attachment B)

Based on this agreement a planning process will be developed whereby the revision of the SIP can be completed. This process will include identification of pollution reductions, identification and analysis of alternative control strategies, and recommendation procedures. It will also outline coordination between local agencies and officials.

Certain control strategies have been identified in legislation and these along with other strategies identified at the local level will be analyzed either by the UVATS staff or the Bureau of Air Quality. The effects each control strategy would have on air quality will be determined and "grouping" of strategies for greater effects will be analyzed.

Evaluation of strategies for other socio-economic and environmental impacts will also be made by the agency analyzing the strategy. Inputs from policy officials, technical officials, and citizens will be obtained.

Final adoption of the SIP is beyond the scope of this revision but will be included in the FY 1979 UVATS Unified Planning Work Program.

~~VII~~
10-11-

~~VII~~
Exhibit 10.1a to Part 10

AIR QUALITY PLANNING BUDGET
April 1, 1978 — September 30, 1978

Salaries	\$7,850
Travel	1,500
Rent	300
Supplies	200
Telephone	150
	<hr/>
	\$10,000

APPENDIX A
TRAFFIC CONTROL MEASURES

1. Mass transit improvements
2. Establishment of bus-car pool lanes and car pool programs
3. Limiting of portions of road surfaces to common carrier usage, both as to time and place
4. Long range transit improvements, including new transportation policies and facilities or changes in existing facilities
5. Control of on-street parking
6. Development of new parking facilities and operation of existing parking facilities for the purpose of park and ride lots and fringe parking
7. Limiting of portions of the road surface to pedestrians and non-motorized vehicles
8. Employer participation in carpooling, vanpooling, mass transit, bicycling and walking
9. Programs for bicycle storage and bicycle lanes
10. Staggered work hours
11. Road use charges, tolls and rates to discourage single occupancy vehicles
12. Traffic flow improvements

The above list does not necessarily cover all of the traffic control measures, responsibility for additional measures will be determined jointly by both parties.

10-13

Exhibit 10.1a to Part 10

MEMORANDUM OF AGREEMENT

FOR AIR QUALITY PLANNING

This agreement is entered into by the Mountainland Association of Governments, hereinafter designated as the Association, and the Utah Air Conservation Committee, hereinafter designated as the Committee, for the purpose of establishing a mutual process to further the planning of and implementation of measures to improve the air quality in the area comprised of Weber, Davis, Salt Lake, and Utah Counties of Utah.

WHEREAS, the 1970 Clean Air Act as amended requires the establishment of National Ambient Air Quality Standards and the development of implementation and maintenance plans to insure these standards are maintained throughout the nation, and

WHEREAS, the air quality data collected for Weber, Davis, Salt Lake and Utah Counties indicate that the National Ambient Air Quality Standards for carbon monoxide and photochemical oxidants are not being met, and

WHEREAS, the Clean Air Act Amendments of 1977 necessitate the revision of the implementation plan for the area comprised of Weber, Davis, Salt Lake and Utah Counties, and

WHEREAS, the Utah Statutes provide that the responsibility for development and enforcement of air quality standards and regulations is placed on the Committee, and authorizes the Committee to delegate certain responsibility, and

WHEREAS, the Clean Air Amendments require the involvement of local elected officials in the preparation of revisions to the State Implementation Plan, and

WHEREAS, the Association, as an organization of local governments in Summit, Utah, and Wasatch Counties, has been designated as the Metropolitan Planning Organization responsible for transportation planning for the urban portion of Utah County, and

WHEREAS, transportation is a major contributor to both carbon monoxide and photochemical oxidant pollution, and

WHEREAS, the Association through this Agreement is recognized as the body of local elected officials responsible for developing some of the transportation control measures of the carbon monoxide and photochemical oxidant strategies of the State Implementation Plan which are applicable to

IT IS THEREFORE AGREED THAT:

(1) The Committee is the agency with primary responsibility for development and approval of the State Implementation Plan.

(2) That the Bureau of Air Quality will have overall responsibility for compiling and coordinating all elements of the State Implementation Plan.

(3) That the Association will have the responsibility for the planning and development of transportation control measures for Utah County, which will be part of the State Implementation Plan. The transportation control measures are, in general, those measures which affect vehicle flows and the amount of vehicle travel in the area. Appendix A is a listing of some, but not necessarily all, of the strategies in this category.

(4) The Committee will be responsible for development of those portions of the State Implementation Plan which involve emission standards and inspection and maintenance for individual and fleet vehicles. In addition, the Committee will have responsibility for developing and implementing air pollution control requirements for all stationary sources.

(5) To provide overall coordination of the above described air quality planning effort, a Coordination Committee made up of representation from the Committee and the Association will be established with responsibility for ongoing direction and policy advice to those two groups.

(6) As a result of the recommendations of their Coordination Committee, the Association and Committee shall jointly determine and agree upon the relative emphasis to be placed on transportation control measures as opposed to the regulation of stationary sources of air pollution in their planning activities to reduce the level of carbon monoxide and photochemical oxidant emissions to conform with National Ambient Air Quality Standards.

(7) The Association will be responsible for approval of transportation control measures for Utah County to be included in the State Implementation Plan.

(8) All State Implementation Plan provisions applicable to Utah County will be submitted to the Association for review and comment prior to its final approval by the Committee.

(9) The Association and the Committee agree that it is in the best interests of both local government and the State air quality control process to effect as much cooperation in issuing point source permits as is practical.

10-15

(10) This Agreement is subject to modification with the consent of both parties.

J. Robt. Masterson
Utah ~~for~~ Conservation Committee

Walter A. Lovitt
Chairman, Executive Council for the
Mountainland Association of Governments

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Mountainlands Association of Governments (hereinafter called the "Applicant")
(Name of Applicant)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated _____

Mountainlands Association of Governments
(Applicant)

By Wale J. Leavitt
(President, Chairman of Board, or comparable authorized official)

(Applicant's mailing address)



10-17

Form 759
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XII
Exhibit 10.1b to Part 10

Social Services

Scott M. Matheson, Governor, State of Utah
Anthony W. Mitchell, Ph.D., Executive Director

RECEIVED

JUL 26 1978

Utah State Div. of Health
Environmental Health

RECEIVED

JUL 2 1978

MEMORANDUM: 7/21/78

TO: Division of Health

SUBJECT: Approved Contract
State Contract No. 79 8073

SECTION OF DIRECTOR
UTAH STATE HEALTH DIVISION

Enclosed are two copies of the above numbered contract between your agency and
Wasatch Front Regional Council

Please retain one copy of this contract for your files and forward one copy to the
other party to the contract.

Melvin M. Owens
Melvin M. Owens, Director
for Administrative Services

MMAO/AEA
Enclosure

Office of Administrative Services
Contract Office

150 West North Temple
P.O. Box 2500, Salt Lake City, Utah 84110
801-533-6101

3/30/78

10-18

Exhibit ^{XII} 10.1b to Part 10

MEMORANDUM OF AGREEMENT
FOR AIR QUALITY PLANNING

This agreement is entered into by the Wasatch Front Regional Council, hereinafter designated as WFRC, and the Utah Air Conservation Committee, hereinafter designated as the Committee, for the purpose of establishing a mutual process to further the planning of and implementation of measures to improve the air quality in the Wasatch Front Region of Utah.

WHEREAS the 1970 Clean Air Act as amended requires the establishment of National Ambient Air Quality Standards and the development of implementation and maintenance plans to insure that these standards are maintained throughout the nation, and

WHEREAS the air quality data collected for Weber, Davis, Salt Lake, and Utah Counties indicate that the National Ambient Air Quality Standards for carbon monoxide and photochemical oxidants are not being met, and

WHEREAS the Clean Air Act Amendments of 1977 require the revision of the implementation plan for the Wasatch Front Region, and

WHEREAS the Utah statutes provide that the responsibility for development and enforcement of air quality standards and regulations is placed on the Committee, and authorizes the Committee to delegate certain responsibility, and

WHEREAS the Clean Air Act Amendments require the involvement of local elected officials in the preparation of the revisions to the transportation control related portions of the State Implementation Plan, and

WHEREAS the WFRC, as an organization of local governments in Weber, Davis, Salt Lake, Morgan and Tooele Counties, has been designated as the Metropolitan Planning Organization responsible for transportation planning

for the urban portions of Salt Lake, Weber and Davis Counties, and

WHEREAS transportation is a major contributor to both carbon monoxide and photochemical oxidant pollution, and

WHEREAS the WFRC has requested that it be recognized as the body of local elected officials responsible for developing some of the transportation control related portions of the carbon monoxide and photochemical oxidant strategies of the State Implementation Plan which are applicable to Salt Lake, Weber and Davis Counties.

IT IS THEREFORE AGREED THAT:

(1) The Committee is the agency with primary responsibility for development and approval of the State Implementation Plan.

(2) That the Bureau of Air Quality will have overall responsibility for compiling and coordinating all elements of the State Implementation Plan

(3) That the WFRC will have the responsibility for the development and planning for traffic control measures for Salt Lake, Davis and Weber Counties, which will be part of the implementation plan. The traffic control measures are, in general, those measures which affect vehicle flows and the amount of vehicle travel in the area. Appendix A is a listing of some, but not necessarily all, of the strategies in this category.

(4) The Committee will be responsible for development of those portions of the State Implementation Plan which involve emission standards and inspection and maintenance for individual and fleet vehicles. In addition, the Committee will have responsibility for developing and implementing air pollution control requirements for all stationary sources.

(5) To provide overall coordination of the above described air quality planning effort, an advisory committee made up of representation from the Committee, Bureau of Air Quality, and the WFRC will be established with responsibility for ongoing direction and policy advice to those two groups.

(6) The Implementation Plan provisions requiring control of carbon monoxide emissions and emissions resulting in photochemical oxidant concentrations in the Wasatch Front Counties will be submitted to WFRC for review and concurrence prior to their final approval.

(7) The WFRC and the Committee agree that it is in the best interests of both local government and the Statewide Air Quality Control Process to effect as much cooperation in the development of all aspects of the Statewide Implementation Plan and regulations including issuing point source permits as is practical.

(8) This agreement is subject to modification with the consent of both parties.

J. Ralph MacFarlane, March 31, 1978
Chairman Date
Utah Air Conservation
Committee

B. G. Moss, March 31, 1978
Chairman Date
Wasatch Front Regional
Council

APPENDIX A

TRAFFIC CONTROL MEASURES

1. Mass transit improvements
2. Establishment of bus-car pool lanes and car pool programs
3. Limiting of portions of road surfaces to common carrier usage, both as to time and place
4. Long range transit improvements, including new transportation policies and facilities or changes in existing facilities
5. Control of on-street parking
6. Development of new parking facilities and operation of existing parking facilities for the purpose of park and ride lots and fringe parking
7. Limiting of portions of the road surface to pedestrians and non-motorized vehicles
8. Employer participation in carpooling, vanpooling, mass transit, bicycling and walking
9. Programs for bicycle storage and bicycle lanes
10. Staggered work hours
11. Road use changes, tolls and rates to discourage single occupancy vehicles
12. Traffic flow improvements

The above list does not necessarily cover all of the traffic control measures, responsibility for additional measures will be determined jointly by both parties.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

WASATCH FRONT REGIONAL COUNCIL

(hereinafter called the "Applicant")

(Name of Applicant)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assigns, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated _____

WASATCH FRONT REGIONAL COUNCIL

(Applicant)

By *B. E. Moss*
(President, Chairman of Board, or comparable authorized official)

(Applicant's mailing address)

