

Regular Meeting of the  
**Board of Trustees of the Utah Transit Authority**

Wednesday, December 4, 2019, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



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|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b> |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                 |
| <b>5. Consent Agenda:</b>   | <b>Chair Carlton Christensen</b> |
| a. Approval of November 18, 2019 Special Board Meeting Minutes  |                                  |
| b. Approval of November 20, 2019 Board Meeting Minutes  |                                  |
| c. Fare Contract – Revised Ski Bus Pass Agreement, Sundance Ski Resort  |                                  |
| d. Revision of UTA Policy 6.7.7.3   |                                  |
| <b>6. Agency Report</b>   | <b>Carolyn Gonot</b>             |
| <b>7. Financial Report - October 2019</b>   | <b>Bob Biles</b>                 |
| <b>8. Contracts, Disbursements and Grants</b>   |                                  |
| a. Change Order: ADA Paratransit Services Contract Extension (MV Public Transportation, Inc.)                     | Eddy Cumins                      |
| b. Change Order: ADA Paratransit Services Contract Extension (United Way of Utah County)                          | Eddy Cumins                      |
| c. Change Order: On Call Maintenance Task Order #92- On-Route Bus Charging Equipment, Phase 2 (Stacy and Witbeck) | Mary DeLoretto                   |
| d. Grant Opportunity: CMAQ/STP/TAP WFRC Concept Report Submittals for Ogden/Layton Area Projects                  | Mary DeLoretto                   |

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- 9. Service and Fare Approvals**
- a. Sponsored Fare Agreement with Ogden City for the Ogden Trolley (Route 601 Circulator Bus Service) Monica Morton
  - b. Sponsored Fare Agreement with Layton City Corporation for the Midtown Trolley (Route 628) Monica Morton
  - c. Ski Bus Agreements for 2019-20 Winter Season (SMGH Management/Powder Mountain, Snowbasin Resort Company, Davis County, and Morgan County) Monica Morton
  - d. Discount Ski Bus Pass Agreement with Visit Ogden for 2019-20 Winter Season Monica Morton
- 10. Discussion Items**
- a. Customer Service Report Nichol Bourdeaux and Cindy Medford
- 11. Closed Session** Chair Carlton Christensen
- a. Strategy Session to Discuss Collective Bargaining
  - b. Strategy Session to Discuss Pending or Reasonably Imminent Litigation.
- 12. Other Business** Chair Carlton Christensen
- a. Next meeting: December 11, 2019 at 9:00 a.m.
- 13. Adjourn** Chair Carlton Christensen

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**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com). To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [callredge@rideuta.com](mailto:callredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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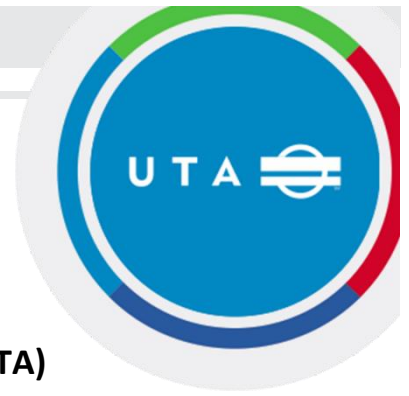


# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jana Ostler, Board Manager

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Approval of November 18, 2019 Board of Trustees Special Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the November 18, 2019 Board of Trustees special meeting
<b>BACKGROUND:</b>	A special (not regularly scheduled) meeting of the UTA Board of Trustees was held on Monday, November 18, 2019 at 11:30 a.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board. An audio recording of the open portions of the meeting is available on the <a href="#">Utah Public Notice Website</a> .
<b>ATTACHMENTS:</b>	1) 2019-1118 Minutes_Special Board Meeting_unapproved



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
November 18, 2019**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also attending were members of UTA staff.

**Call to Order & Opening Remarks.** Chair Christensen welcomed attendees and called the meeting to order at 11:35 a.m.

**Closed Session.** Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion for a closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board entered closed session at 11:35 a.m.

**Open Session.** A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 12:15 p.m.

**Adjournment.** The meeting was adjourned at 12:15 p.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/570695.html> for entire content.*

*This document along with the digital recording constitute the official minutes of this meeting.*

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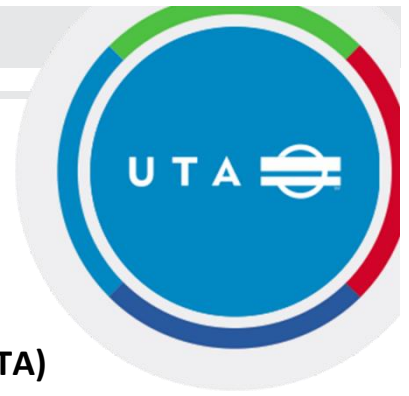


# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jana Ostler, Board Manager

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b> Approval of November 20, 2019 Board Meeting Minutes	
<b>AGENDA ITEM TYPE:</b>	Consent
<b>RECOMMENDATION:</b>	Approve the minutes of the November 20, 2019 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held on Wednesday, November 20, 2019 at 9:00 a.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2019-1120 Minutes_Board Meeting_unapproved



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
November 20, 2019**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also attending were members of UTA staff, as well as interested citizens.

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

**Safety First Minute.** Chair Christensen yielded the floor to Kent Muhlestein, UTA Safety Administrator – Transit System, for a brief safety message.

**Public Comment Period.** Public comment was given by Claudia Johnson. Ms. Johnson spoke about the need for improved wayfinding signage, specifically at the Layton Station. She also commended the board for its work over the last year.

**Consent Agenda.** The consent agenda was comprised of:

- Approval of November 6, 2019 Board Meeting Minutes
- Exception to UTA Policy 6.5.05 – Relocation

A motion to approve the consent agenda was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Agency Report.** Carolyn Gonot, UTA Executive Director, was joined by Bob Biles, UTA Chief Financial Officer. Ms. Gonot informed meeting attendees of the microtransit pilot launch event scheduled on November 21, 2019 at the Draper FrontRunner Station.

Mr. Biles spoke about the agency's recent bond refunding and new money issuance. He reminded attendees that the board previously authorized up to \$540 million as part of three bond refunding/restructurings and one new money issuance. The transactions were finalized with a total of \$309.71 million in two refunding/restructurings and one new money issuance. Discussion ensued. A question on the market behavior following the bond sale was posed by the board and answered by staff.

### **Contracts, Disbursements, and Grants.**

**Contract: Auto Body and Collision Repair (Advance Auto Body and Valley Collision).**

Eddy Cumins, UTA Chief Operating Officer, summarized the five-year contract, which provides services to UTA's white fleet, vanpool/rideshare leased vehicles, and third-party claimants against the agency's insurance. Discussion ensued. Questions on the split of the annual portion of the contract, contingencies, and not-to-exceed value on the contract were posed by the board and answered by Mr. Cumins.

A motion to approve the contract was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Contract: Employee Holiday Gift Cards (Harmons).** Todd Mills, UTA Senior Supply Chain Manager, described the contract, which authorizes the purchase of holiday gift cards valued at \$125 each to a local grocery store for 2,900 employees. Discussion ensued. A question on the bidding process was posed by the board and answered by Mr. Mills.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Change Order: Advertising Contract Extension (R&R Partners).** Andrea Packer, UTA Communications Director, explained the change order, which is for a one-year extension for the provision of outside advertising services and specialty marketing functions, including creative direction, art direction, design, copywriting, production management, media planning and buying, media trafficking, etc. Discussion ensued. A question on the length of the contract was posed by the board and answered by Ms. Packer.



A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Change Order: Depot District Tech Center Phase 2 (Big D).** Mary DeLoretto, UTA Acting Chief Service Development Officer, was joined by Grey Turner, UTA Acting Director of Capital Projects. Ms. DeLoretto summarized the change order, which authorizes the commencement of work on Phase 2 of the Depot District Tech Center project. This portion of the project includes construction of the wash building, fueling island, west parking lot, and temporary paving of the east parking lot. Discussion ensued. Questions on the overall project budget, completion timelines, demolition schedule, and permits were posed by the board and answered by staff.

A motion to approve the change order was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Sub-Recipient Grant Agreement: FTA Section 5310 Grant for Vehicle Purchase (TURN Community Services).** Mr. Cumins was joined by Ryan Taylor, UTA Coordinated Mobility Manager. Mr. Cumins described the pass-through grant award to TURN Community Services for the purchase of one 24-foot cutaway bus and four wheelchair accessible vans. He noted that funds are programmed in the current capital budget and are reimbursed at 100% to UTA by the FTA 5310 grant and sub-recipient local match. Discussion ensued. Questions on vehicle ownership, vehicle management, and sub-recipients were posed by the board and answered by staff.

A motion to approve the sub-recipient grant agreement was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Pre-Procurements.** Todd Mills, UTA Senior Supply Chain Manager, stated the agency intends to issue requests for proposal on the following:

- i. Bus stop real-time digital signs

**Bus Stop Real-Time Digital Signs.** Mr. Mills was joined by Marci Warren, UTA Planning Researcher II. Mr. Mills explained the intent to solicit a procurement to install digital signage with real-time bus departure information at intermodal hubs in Salt Lake, Davis, and Weber counties. Discussion ensued. Questions on the versatility of the signs and selection of stops for digital signage were posed by the board and answered by staff. Chair Christensen suggested maintaining as much flexibility in the signs as possible.

## Service and Fare Approvals.

**Sponsored Fare Agreement Amendment 1 with Farmington City Corporation for the Lagoon/Station Park Shuttle (Route 667).** Monica Morton, UTA Fares Director, was joined by Andres Colman, UTA Regional General Manager – Mt. Ogden Business Unit. Ms. Morton provided an overview of the amendment, which authorizes a one-year sponsored fare on route 667 to be paid by Farmington City Corporation at 25% of UTA's operating costs. Discussion ensued. Questions on sponsored fares with other municipalities, locations serviced by the route, ridership on the route, seasonal ridership trends, and revenue calculations were posed by the board and answered by staff.

A motion to approve the fare agreement amendment was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Ski Bus Agreements for the 2019-20 Ski Season (Alta Ski Lifts Company; Brighton Resort LLC; Salt Lake Convention and Visitors Bureau; Snowbird Resort LLC; Solitude Mountain Ski Area; and Sundance Resort.** Ms. Morton was joined by Mr. Cumins. Ms. Morton summarized the agreements, which define per-trip fares with local resorts for provision of transit services to authorized users. Discussion ensued. A question on the anticipated dates for starting ski service was posed by the board and answered by staff.

A motion to approve the fare agreement was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Fare Contract: The Church of Jesus Christ of Latter-Day Saints ECO Pass.** Ms. Morton requested approval of an ECO pass contract with The Church of Jesus Christ of Latter-day Saints.

A motion to approve the fare contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Fare Contract: Zions Bankcorporation.** Ms. Morton requested approval of an ECO pass contract with Zions Bankcorporation. Discussion ensued. A question on the contract term was posed by the board and answered by staff.

A motion to approve the fare contract was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

## Discussion Items.

**Draft UTA Fares Policy.** Ms. Morton delivered a presentation covering current initiatives within the fares department, key elements of the draft fare policy, and policy

considerations on pricing structure. The draft fare policy addresses fare systems, fare pricing structure, fare adjustments, discounts, free fares, special pricing, complimentary passes, fare payment, fare media, and fare validation and enforcement.

Discussion ensued. Questions on reduced pricing, potential disincentives in pricing for people taking shorter trips, and FrontRunner zones were posed by the board and answered by Ms. Morton. The board suggested:

- Evaluating pricing to address disincentives to ridership on short trips, including the possibility of an incremental use pass
- Establishing a base fare on FrontRunner plus an increase for each additional zone
- Performing analysis on boardings and deboardings to inform decisions
- Beginning the financial analysis necessary to support fare changes

Ms. Morton committed to providing the board more information on fares for FrontRunner, special pricing, fare media, and pass multipliers.

**South Salt Lake County Microtransit Pilot Launch.** Jaron Robertson, UTA Acting Director of Innovative Mobility Solutions, was joined by Ms. Packer. Staff provided an overview of the microtransit pilot, anticipated customer experience, and related marketing tactics.

Discussion ensued. Questions on the microtransit vehicle distribution and number of rail stations in the pilot area were posed by the board and answered by staff.

#### **Other Business.**

**Bus and Bus Facilities Grant.** Chair Christensen announced that UTA received notice that it will be the recipient of a \$3,220,250 Bus and Bus Facilities Program grant.

**Next Meeting.** The next meeting of the board will be on Wednesday, December 4, 2019 at 9:00 a.m.

**Adjournment.** The meeting was adjourned at 10:32 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

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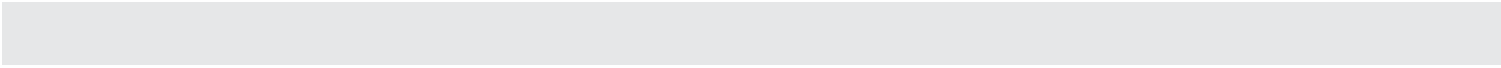


## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Robert Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Consent Agenda: Fare Contract – Revised Ski Bus Pass Agreement, Sundance Ski Resort</b>
<b>AGENDA ITEM TYPE:</b>	<b>Revenue Contract</b>
<b>RECOMMENDATION:</b>	Authorize the contract amendment to the Ski Bus Pass Agreement with Sundance Resort
<b>BACKGROUND:</b>	This contract is being presented to the board of trustees as required by the UTA fare policy.
<b>DISCUSSION:</b>	<p>The Sundance Resort Ski Bus Pass Agreement was approved in the 11/20/2019 board meeting. However, Section A, B, and 3 of the contract will be updated to represent the correct canyon where Sundance Resort resides:</p> <ul style="list-style-type: none"><li>A. <i>The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Provo Canyon, and is authorized by State law to enter into contracts; and</i></li><li>B. <i>Administrator operates a ski resort in Provo Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort;</i></li><li><b>3. <u>SKI BUS SERVICE.</u></b> <i>The Authority shall provide public transit service in Provo Canyon on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").</i></li></ul> <p>The Sundance contract approved by the board of trustees on 11/20/2019 previously stated:</p> <ul style="list-style-type: none"><li>A. <i>The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and</i></li></ul>



	<p>B. <i>The administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort;</i></p> <p><b>3. <u>SKI BUS SERVICE.</u></b> <i>The Authority shall provide public transit service in Big and Little Cottonwood Canyon on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").</i></p>
<b>ATTACHMENTS:</b>	1) Contract

## SKI BUS AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Sundance Resort, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Provo Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Provo Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November \_\_, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Provo Canyon on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be "non-connecting service." It is the

responsibility of the Administer to restrict use on these non-connecting services by making a written request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com) that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extend completed by Administrator; and (4) action history- a summary of all changes made



to Passes. Administrator may access this information at [www.tap2rideuta.com](http://www.tap2rideuta.com) by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
  - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
  - D. Administrator Data. Administrator agrees to identify the type of each Pass is issued to (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
  - E. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
  - F. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: <b><u>SUNDANCE RESORT</u></b>	Utah Transit Authority:
Name: _____	Kensey Kunkel
Address: _____	669 West 200 South
_____	Salt Lake City, Utah 84101
Phone: _____	801-741-8806
Email: _____	kkunkel@rideuta.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney’s fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

**SUNDANCE RESORT**

\_\_\_\_\_  
(Name of Organization)

**UTAH TRANSIT AUTHORITY**

By:

\_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

Print Title \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
UTA Legal Counsel

By:

\_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Consent: Revision of UTA Policy 6.7.7.3</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approval of UTA Policy 6.7.7.3 revision
<b>DISCUSSION:</b>	UTA Policy 6.7.7.3 Vacation – Administrative Employees was revised to allow the Executive Director to make exceptions to the policy after consultation with the Chair of the Board of Trustees.
<b>ATTACHMENTS:</b>	Redlined UTA Policy 6.7.7.3 Vacation - Administrative Employees

**UTAH TRANSIT AUTHORITY  
CORPORATE POLICY**

**No. 6.7.7.3**

**VACATION – ADMINISTRATIVE EMPLOYEES**

I. Purpose. Time away from work to rest, relax, and pursue personal interests is important. Therefore, paid vacation days will be provided to Administrative Employees as set out in this policy.

II. Definitions. For purposes of this policy, the following terms shall have the definitions and meanings set forth below:

“Administrative Employee” means an employee who is not subject to the Collective Bargaining Agreement.

“Authority” means the Utah Transit Authority.

“FML” means family medical leave as defined by the Family and Medical Leave Act of 1993.

“FMLA” means the Family and Medical Leave Act of 1993.

“Introductory Period” means the first 90 days of employment with UTA as an Administrative Employee.

“Part-Time Employee” means an employee who is regularly scheduled to work less than thirty hours per week.

III. Policy.

A. *Eligibility.* Regular full- and part-time Administrative Employees who have completed their Introductory Period, have accrued vacation time, and have received approval from their immediate supervisor may take vacation.

B. *Accrual.* Regular full- and part-time Administrative Employees accrue vacation immediately, but may not use it until completing the Introductory Period. Vacation time accrues based on actual time worked; therefore part-time and in some instances full-time employees’ accrual is pro-rated. Vacation will not accrue during an unpaid leave of absence, while receiving Workers’ Compensation benefits, other disability leaves or during a layoff.

Regular full- and part-time employees accrue paid vacation days based upon the employee’s date of hire and length of service with the Authority as follows effective May 20, 2018.

<b>Length of Service</b>	<b>Vacation Days Accrued</b>
1 through 3 years	13 days per year (104 hours)
4 through 6 years	15 days per year (120 hours)
7 through 9 years	17 days per year (136 hours)
10 through 12 years	19 days per year (152 hours)
13 through 16 years	21 days per year (168 hours)
17 through 23 years	23 days per year (184)
24 years or more	25 days per year (200)

C. *Maximum Accrual.* The maximum accrual is three hundred sixty (360) hours. Once an employee has 360 hours of vacation accrued, future accruals will cease until the employee uses vacation time.

D. *Scheduling.* Employees may schedule vacation days as soon as the vacation time has been accrued. Vacation time should be requested as early in advance as possible. With the Authority's needs in mind, every effort will be made to grant employee requested vacation dates. Vacation requests are subject to management approval based upon operating requirements, staffing considerations and business necessity. Department managers have the discretion to determine the criteria used to schedule vacation.

E. *Recordkeeping.*

1. Exempt Employees. To ensure compliance with the Fair Labor Standards Act, vacation deductions will be charged against an exempt employee's accrued time in full day increments only. No partial days will be deducted except as allowed under the Family and Medical Leave Act.

2. Non-Exempt Employees. Vacation must be used in one-hour increments.

F. *Compensation.* Vacation pay is calculated using an employee's base rate of pay and is paid on regular paydays. Vacation pay does not include bonuses, incentives, commissions, or shift differentials. Vacation days are not considered as "hours worked" for overtime calculations.

Part-time employees who take vacation will receive vacation pay and have vacation time deducted from their accrual for the number of hours regularly scheduled to work.

G. *Holidays During Vacation.* When an established Authority Holiday falls within an employee's scheduled vacation, the employee will receive Holiday pay rather than vacation pay for that day.

H. *Leaves of Absence During Vacation.* Employees on a leave of absence (other than military leaves or as prohibited by law) are required to use all but 40 hours of earned vacation days during those leave periods.

I. *Sick Leave During Vacation.* Employees who become ill or have other personal emergencies during a vacation may not use sick leave or other compensable absence days (such as bereavement or jury duty leave) during a scheduled vacation period and then request a restoration of the vacation days to their accrued vacation time.

J. *Annual Election.* Employees who accrue vacation at a rate of 168 hours or more per year, may make an annual election to “sell” back to UTA up to one week (40 hours) of vacation each year and receive a check less applicable taxes.

K. *Termination.* Providing an employee does not owe the Authority any money, an employee that terminates employment will be paid for all accrued, unused vacation. The accrual amount paid cannot exceed the maximum set forth above.

L. *Retirement.* Providing an employee does not owe the Authority any money, an employee that terminates employment with the Authority will be paid for all accrued, unused vacation. The accrual amount paid cannot exceed the maximum set forth above.

M. *Death.* In the event an Administrative Employee dies while still employed, the Authority will include in the employee’s final paycheck up to 360 hours of accrued, unused vacation.

N. *Policy Exception.* The ~~Chief People Officer~~Executive Director may make exceptions to this Policy after consultation with the Chair of the Board of Trustees.

IV. Cross-References. Board ~~of Trustees Executive Limitations~~-Policy ~~2-5-21.1.~~

This UTA ~~Corporate~~-Policy was ~~reviewed by UTA’s Vice Presidents and Chiefs on April 24, 2018 and~~ approved by the ~~President/CEO~~Executive Director on this \_\_\_\_ day of ~~December~~May, 2019~~8~~.

~~Jerry Benson~~Carolyn Gonot,  
~~President and CEO~~Executive Director

Approved as to form:

Counsel for the Authority

Approved by Consent of the Board of Trustees on December \_\_, 2019

Revision History	
Vacation- Administrative Employees Policy Adopted	5/10/05
Superseded	1.020



Revised	11/21/06
Revised	1/16/08
Revised	4/24/2018
<u>Revised – delegation of authority to grant exceptions</u>	<u>12/04/2019</u>



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer

**BOARD MEETING DATE:** December 4, 2019

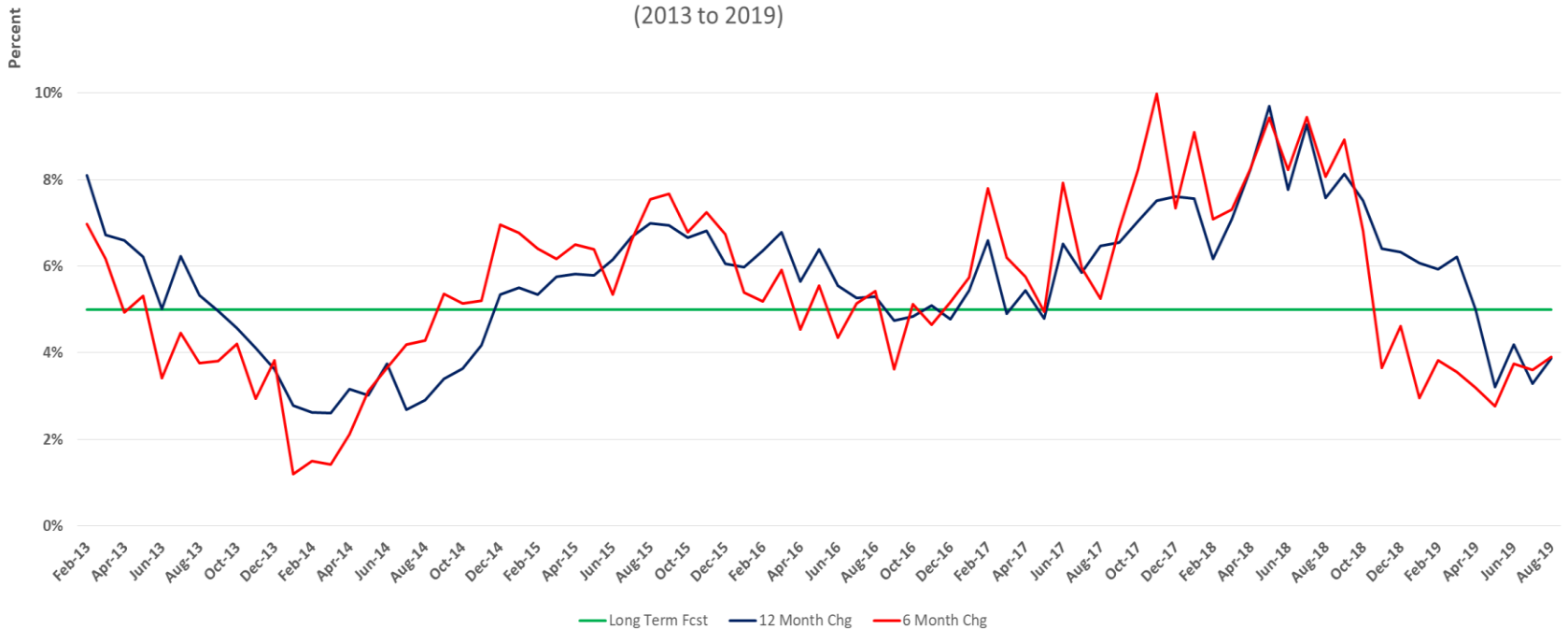
<b>SUBJECT:</b>	<b>Financial Report - October 2019</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The October 2019 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the October Monthly Financial Statements.
<b>DISCUSSION:</b>	At the December 4 meeting, the CFO will review the Board Dashboard key items, sales tax collections, and operating expense variances and receive questions from the Board of Trustees.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• October 2019 Monthly Financial Statements</li><li>• Board Dashboard October 2019</li></ul>

# UTA Board Dashboard

## October 2019

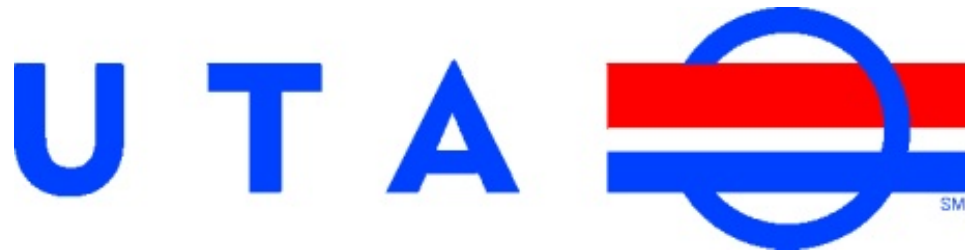
<b>Financial Metrics</b>	<i>Fav/ (Unfav)</i>				<i>Fav/ (Unfav)</i>			
	Oct Actual	Oct Budget		%	YTD Actual	YTD Budget		%
Sales Tax (Aug '19 mm \$)	\$ 27.2	\$ 28.1	\$ (0.92)	● -3.3%	\$ 198.9	\$ 196.8	\$ 2.17	● 1.1%
Fare Revenue (mm)	\$ 4.8	\$ 4.4	\$ 0.33	● 7.5%	\$ 44.5	\$ 44.4	\$ 0.04	● 0.1%
Operating Exp (mm)	\$ 24.6	\$ 25.0	\$ 0.40	● 1.6%	\$ 235.4	\$ 245.0	\$ 9.59	● 3.9%
Subsidy Per Rider (SPR)	\$ 4.67	\$ 5.50	\$ 0.83	● 15.1%	\$ 5.15	\$ 5.50	\$ 0.35	● 6.4%
UTA Diesel Price (\$/gal)	\$ 2.24	\$ 2.50	\$ 0.26	● 10.4%	\$ 2.06	\$ 2.50	\$ 0.44	● 17.5%
<b>Operating Metrics</b>	Oct Actual	Oct-18	F/ (UF)	%	YTD Actual	YTD 2018	F/ (UF)	%
Ridership (mm)	4.26	4.19	0.1	● 1.5%	37.11	37.05	0.1	● 0.2%
<b>Alternative Fuels</b>	CNG Price (Diesel Gal Equiv)		\$ 2.15					

**UTA Sales Tax Growth**  
(2013 to 2019)



**Utah Transit Authority**  
**Financial Statement**  
(Unaudited)

October 31, 2019



KEY ITEM REPORT  
(UNAUDITED)  
As of October 31, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 254,227,781	\$ 253,793,973	\$ 433,808	0%
2 Passenger Revenue	44,482,167	44,445,851	36,316	0%
3 Other Revenue	72,452,673	66,762,167	5,690,506	9%
4 <b>Total Revenue</b>	<b>371,162,621</b>	<b>365,001,991</b>	<b>6,160,630</b>	<b>2%</b>
5 Net Operating Expenses	(235,431,793)	(245,017,056)	9,585,263	4%
<b>Net Operating Income (Loss)</b>	<b>135,730,828</b>	<b>119,984,935</b>	<b>15,745,893</b>	<b>13%</b>
6 Debt Service	103,392,836	105,083,198	1,690,362	2%
7 Other Non-Operating Expenses	3,886,961	4,750,938	863,977	18%
8 Sale of Assets	(379,540)	-	379,540	
9 <b>Contribution to Capital Reserves</b>	<b>\$ 28,830,571</b>	<b>\$ 10,150,799</b>	<b>\$ 18,679,772</b>	
10 Amortization	(5,361,572)			
11 Depreciation	120,267,592			
12 <b>Total Non-cash Items</b>	<b>\$ 114,906,020</b>			

GOALS

RIDERSHIP

2018 Actual	October 2019	October 2018	Difference	2019 YTD	2018 YTD	Difference
13 44,200,955	4,257,253	4,192,277	64,976	37,109,526	37,045,572	63,955

OPERATING SUBSIDY PER RIDER -

	SPR
14 Net Operating Expense	\$ 235,431,793
15 Less: Passenger Revenue	(44,482,167)
16 Subtotal	190,949,626
17 Divided by: Ridership	÷ 37,109,526
18 Subsidy per Rider	<u>\$ 5.15</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of October 31, 2019

EXHIBIT 1-2

**BALANCE SHEET**

	<u>10/31/2019</u>	<u>10/31/2018</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 15,592,822	\$ 18,644,252
2 Investments (Unrestricted)	68,947,188	83,644,966
3 Investments (Restricted)	132,201,300	161,983,734
4 Receivables	66,792,076	54,977,176
5 Receivables - Federal Grants	52,856,152	21,365,786
6 Inventories	36,405,737	35,912,068
7 Prepaid Expenses	3,365,055	2,722,931
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 376,160,330</u></b>	<b><u>\$ 379,250,913</u></b>
9 Property, Plant & Equipment (Net)	3,010,137,360	3,051,592,542
10 Other Assets	144,417,633	143,456,366
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,530,715,323</u></b>	<b><u>\$ 3,574,299,821</u></b>
12 Current Liabilities	30,972,864	29,157,325
13 Other Liabilities	273,385,947	286,733,849
14 Net Pension Liability	131,548,114	100,876,554
15 Outstanding Debt	2,189,353,088	2,200,514,557
16 Equity	905,455,310	957,017,536
<b>17 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,530,715,323</u></b>	<b><u>\$ 3,574,299,821</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
18 Debt Service Reserves	38,921,521	37,753,577
19 2018 Bond Proceeds	30,743,532	58,271,021
20 Debt Service Interest Payable	41,438,989	36,218,478
21 Risk Contingency		7,681,187
22 Box Elder County ROW (sales tax)	7,492,661	6,857,221
23 Mountain Accord		149,715
24 Joint Insurance Trust	6,386,273	4,110,354
25 UT County Bond Proceeds		869,012
26 Davis County Escrow	1,224,365	
27 SL County Escrow	400,229	3,850,202
28 Amounts held in escrow	5,593,730	6,222,967
<b>29 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 132,201,300</u></b>	<b><u>\$ 161,983,734</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
30 General Reserves	\$ -	
31 Service Sustainability Reserves	9,166,000	\$ 13,916,046
32 Fuel Reserve		1,915,000
33 Parts Reserve		3,000,000
34 Operating Reserve		25,976,619
35 Capital Reserve	10,700,000	
36 Debt Reduction Reserve	64,674,010	47,384,438
<b>37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 84,540,010</u></b>	<b><u>\$ 92,192,103</u></b>
<b>38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 216,741,310</u></b>	<b><u>\$ 254,175,837</u></b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of October 31, 2019

REVENUE & EXPENSES

	ACTUAL Oct-19	ACTUAL Oct-18	YTD 2019	YTD 2018
<b>REVENUE</b>				
1 Passenger Revenue	\$ 4,757,265	\$ 5,443,928	\$ 44,482,167	\$ 43,124,412
2 Advertising Revenue	208,333	204,167	2,045,833	2,004,167
3 Investment Revenue	384,974	552,830	5,562,861	5,217,599
4 Sales Tax	24,807,567	21,628,487	254,227,781	232,386,957
5 Other Revenue	606,242	71,876	11,602,968	6,843,638
6 Fed Operations/Preventative Maint.	5,113,719	4,925,462	53,241,011	50,995,197
7 <b>TOTAL REVENUE</b>	<b>\$ 35,878,100</b>	<b>\$ 32,826,750</b>	<b>\$ 371,162,621</b>	<b>\$ 340,571,970</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 9,143,101	\$ 8,966,821	\$ 85,843,114	\$ 79,874,551
9 Commuter Rail	2,163,804	2,111,347	20,097,395	20,320,575
10 Light Rail	2,378,884	2,701,793	30,509,861	29,467,646
11 Maintenance of Way	1,854,190	1,405,750	15,188,452	13,418,018
12 Paratransit Service	1,892,834	1,934,136	18,630,779	17,512,724
13 RideShare/Van Pool Services	291,428	461,591	2,644,415	2,623,324
14 Operations Support	4,003,310	3,581,462	39,222,368	37,075,014
15 Administration	2,904,777	2,687,255	23,295,409	23,959,177
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 24,632,328</b>	<b>\$ 23,850,155</b>	<b>\$ 235,431,793</b>	<b>\$ 224,251,028</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 11,245,772</b>	<b>\$ 8,976,595</b>	<b>\$ 135,730,828</b>	<b>\$ 116,320,942</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 343,093	\$ 488,981	\$ 3,886,961	\$ 3,787,390
19 Bond Principal	1,576,667	182,778	16,274,909	19,229,444
20 Bond Interest	7,892,473	7,901,985	79,317,348	78,863,131
21 Bond Interest UTCT	983,796	-	983,796	-
22 Bond Cost of Issuance/Fees	6,000	10,500	78,325	1,059,122
23 Lease Cost	756,059	514,896	6,738,458	5,415,381
24 Sale of Assets	-	2,790,075	(379,540)	(2,533,329)
25 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 11,558,088</b>	<b>\$ 11,889,215</b>	<b>\$ 106,900,257</b>	<b>\$ 105,821,139</b>
26 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ (312,316)</b>	<b>\$ (2,912,620)</b>	<b>\$ 28,830,571</b>	<b>\$ 10,499,803</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Debt Service - Series 2007A CAB		\$ -		\$ 69,069
28 Bond Premium/Discount Amortization	(1,285,887)	(1,069,747)	(12,858,870)	(10,720,108)
29 Bond Refunding Cost Amortization	682,154	683,649	6,821,536	6,836,491
30 Future Revenue Cost Amortization	67,576	67,576	675,762	675,761
31 Depreciation	12,022,608	11,668,462	120,267,592	82,873,633
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 11,486,451</b>	<b>\$ 11,349,940</b>	<b>\$ 114,906,020</b>	<b>\$ 79,734,846</b>



CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Oct-19	Oct-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 4,757,265	\$ 4,426,613	\$ 330,652	7%
2 Advertising Revenue	208,333	207,000	1,333	1%
3 Investment Revenue	384,974	715,167	(330,193)	-46%
4 Sales Tax	24,807,567	25,659,029	(851,462)	-3%
5 Other Revenue	606,242	157,083	449,159	286%
6 Fed Operations/Preventative Maint.	5,113,719	5,515,667	(401,948)	-7%
7 <b>TOTAL REVENUE</b>	<b>\$ 35,878,100</b>	<b>\$ 36,680,558</b>	<b>\$ (802,458)</b>	<b>-2%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 9,143,101	\$ 9,069,324	\$ (73,777)	-1%
9 Commuter Rail	2,163,804	2,114,659	(49,145)	-2%
10 Light Rail	2,378,884	2,945,241	566,357	19%
11 Maintenance of Way	1,854,190	1,596,483	(257,707)	-16%
12 Paratransit Service	1,892,834	2,003,474	110,640	6%
13 RideShare/Van Pool Services	291,428	268,420	(23,008)	-9%
14 Operations Support	4,003,310	4,147,599	144,289	3%
15 Administration	2,904,777	2,889,331	(15,446)	-1%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 24,632,328</b>	<b>\$ 25,034,531</b>	<b>\$ 402,203</b>	<b>2%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 11,245,772</b>	<b>\$ 11,646,028</b>	<b>\$ (400,256)</b>	<b>-3%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 343,093	\$ 498,275	\$ 155,182	31%
19 Bond Principal	1,576,667	1,576,667	-	0%
20 Bond Interest	7,892,473	7,736,780	(155,693)	-2%
21 Bond Interest UTCT	983,796	825,000	(158,796)	-19%
22 Bond Cost of Issuance/Fees	6,000	6,000	-	0%
23 Lease Cost	756,059	866,887	110,828	13%
24 Sale of Assets	-	-	-	-
25 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 11,558,088</b>	<b>\$ 11,509,609</b>	<b>\$ (48,479)</b>	<b>0%</b>
26 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ (312,316)</b>	<b>\$ 136,418</b>	<b>\$ (448,734)</b>	<b>329%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Debt Service - Series 2007A CAB	\$ -			
28 Bond Premium/Discount Amortization	(1,285,887)			
29 Bond Refunding Cost Amortization	682,154			
30 Future Revenue Cost Amortization	67,576			
31 Depreciation	12,022,608			
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 11,486,451</b>			

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of October 31, 2019

YEAR TO DATE

	ACTUAL Oct-19	BUDGET Oct-19	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 44,482,167	\$ 44,445,851	\$ 36,316	0%
2 Advertising Revenue	2,045,833	2,053,001	(7,168)	0%
3 Investment Revenue	5,562,861	7,151,667	(1,588,806)	-22%
4 Sales Tax	254,227,781	253,793,973	433,808	0%
5 Other Revenue	11,602,968	2,400,833	9,202,135	383%
6 Fed Operations/Preventative Maint.	53,241,011	55,156,667	(1,915,656)	-3%
7 <b>TOTAL REVENUE</b>	<b>\$ 371,162,621</b>	<b>\$ 365,001,991</b>	<b>\$ 6,160,630</b>	<b>2%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 85,843,114	\$ 87,178,147	\$ 1,335,033	2%
9 Commuter Rail	20,097,395	20,533,685	436,290	2%
10 Light Rail	30,509,861	30,193,713	(316,148)	-1%
11 Maintenance of Way	15,188,452	15,191,522	3,070	0%
12 Paratransit Service	18,630,779	19,438,788	808,009	4%
13 RideShare/Van Pool Services	2,644,415	2,684,208	39,793	1%
14 Operations Support	39,222,368	40,542,430	1,320,062	3%
15 Administration	23,295,409	29,254,563	5,959,154	20%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 235,431,793</b>	<b>\$ 245,017,056</b>	<b>\$ 9,585,263</b>	<b>4%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 135,730,828</b>	<b>\$ 119,984,935</b>	<b>\$ 15,745,893</b>	<b>13%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 3,886,961	\$ 4,750,938	\$ 863,977	18%
19 Bond Principal	16,274,909	18,576,666	2,301,757	12%
20 Bond Interest	79,317,348	78,694,578	(622,770)	-1%
21 Bond Interest UTCT	983,796	825,000	(158,796)	-19%
22 Bond Cost of Issuance/Fees	78,325	46,300	(32,025)	-69%
23 Lease Cost	6,738,458	6,940,654	202,196	3%
24 Sale of Assets	(379,540)	-	379,540	
25 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 106,900,257</b>	<b>\$ 109,834,136</b>	<b>\$ 2,933,879</b>	<b>3%</b>
26 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 28,830,571</b>	<b>\$ 10,150,799</b>	<b>\$ 18,679,772</b>	
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Debt Service - Series 2007A CAB	\$ -			
28 Bond Premium/Discount Amortization	(12,858,870)			
29 Bond Refunding Cost Amortization	6,821,536			
30 Future Revenue Cost Amortization	675,762			
31 Depreciation	120,267,592			
32 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 114,906,020</b>			

CAPITAL PROJECTS  
(UNAUDITED)  
As of October 31, 2019

EXHIBIT 1-6

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	2019 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 1,832,383	\$ 5,872,734	31.2%
2 INFORMATION TECHNOLOGY	1,420,563	8,783,718	16.2%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,288,824	2,863,935	45.0%
4 CAPITAL PROJECTS	24,392,515	93,017,360	26.2%
5 PROVO OREM BRT	3,753,770	10,591,896	35.4%
6 AIRPORT STATION RELOCATION	347,520	2,650,000	13.1%
7 STATE OF GOOD REPAIR	22,143,773	33,373,856	66.4%
8 TIGER	2,010,101	14,106,723	14.2%
9 TOTAL	<u>\$ 57,189,449</u>	<u>\$ 171,260,222</u>	33.4%
<b>REVENUES</b>			
10 GRANT	\$ 12,357,740	\$ 62,482,278	19.8%
11 STATE CONTRIBUTION	1,927,788	5,065,699	38.1%
12 LEASES (PAID TO DATE)	6,823,984	11,103,282	61.5%
13 BONDS	15,278,590	25,077,792	60.9%
14 LOCAL PARTNERS	2,595,294	17,013,733	15.3%
15 UTA FUNDING	18,206,053	50,517,438	36.0%
16 TOTAL	<u>\$ 57,189,449</u>	<u>\$ 171,260,222</u>	33.4%

As of October 31, 2019

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Oct-19	Oct-18	2019	2018
<b>UTA</b>				
Fully Allocated Costs	24,632,328	23,850,155	235,431,794	224,251,029
Passenger Farebox Revenue	4,757,266	5,444,068	44,482,167	43,124,780
Passengers	4,257,253	4,192,277	37,109,526	37,045,572
Farebox Recovery Ratio	19.3%	22.8%	18.9%	19.2%
Actual Subsidy per Rider	\$4.67	\$4.39	\$5.15	\$4.89
<b>BUS SERVICE</b>				
Fully Allocated Costs	12,162,843	11,747,135	113,143,741	106,249,352
Passenger Farebox Revenue	1,805,590	2,264,726	18,217,132	16,772,953
Passengers	1,959,915	1,940,542	17,101,870	16,091,898
Farebox Recovery Ratio	14.8%	19.3%	16.1%	15.8%
Actual Subsidy per Rider	\$5.28	\$4.89	\$5.55	\$5.56
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,230,409	5,951,362	64,198,120	61,493,887
Passenger Farebox Revenue	1,735,791	1,896,595	14,767,499	15,174,433
Passengers	1,640,133	1,591,967	14,068,614	15,014,245
Farebox Recovery Ratio	27.9%	31.9%	23.0%	24.7%
Actual Subsidy per Rider	\$2.74	\$2.55	\$3.51	\$3.09
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,653,157	3,436,179	33,176,893	33,011,545
Passenger Farebox Revenue	585,953	627,740	4,822,184	4,938,079
Passengers	503,782	500,108	4,355,597	4,233,981
Farebox Recovery Ratio	16.0%	18.3%	14.5%	15.0%
Actual Subsidy per Rider	\$6.09	\$5.62	\$6.51	\$6.63
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,084,433	2,054,618	20,308,108	19,203,543
Passenger Farebox Revenue	315,221	324,047	3,418,504	2,976,738
Passengers	75,477	77,407	676,775	707,537
Farebox Recovery Ratio	15.1%	15.8%	16.8%	15.5%
Actual Subsidy per Rider	\$23.44	\$22.36	\$24.96	\$22.93
<b>RIDESHARE</b>				
Fully Allocated Costs	501,487	660,861	4,604,933	4,292,702
Passenger Farebox Revenue	314,711	330,960	3,256,848	3,262,577
Passengers	77,946	82,254	906,671	997,911
Farebox Recovery Ratio	62.8%	50.1%	70.7%	76.0%
Actual Subsidy per Rider	\$2.40	\$4.01	\$1.49	\$1.03

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Oct-19	Oct-18	2019	2018
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$12,162,843	\$11,747,135	\$113,143,741	\$106,249,352
Light Rail Service	\$6,230,409	\$5,951,362	\$64,198,120	\$61,493,887
Commuter Rail Service	\$3,653,157	\$3,436,179	\$33,176,893	\$33,011,545
Paratransit	\$2,084,433	\$2,054,618	\$20,308,108	\$19,203,543
Rideshare	\$501,487	\$660,861	\$4,604,933	\$4,292,702
<b>UTA</b>	<b>\$24,632,328</b>	<b>\$23,850,155</b>	<b>\$235,431,794</b>	<b>\$224,251,029</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,805,590	\$2,264,726	\$18,217,132	\$16,772,953
Light Rail Service	\$1,735,791	\$1,896,595	\$14,767,499	\$15,174,433
Commuter Rail Service	\$585,953	\$627,740	\$4,822,184	\$4,938,079
Paratransit	\$315,221	\$324,047	\$3,418,504	\$2,976,738
Rideshare	\$314,711	\$330,960	\$3,256,848	\$3,262,577
<b>UTA</b>	<b>\$4,757,266</b>	<b>\$5,444,068</b>	<b>\$44,482,167</b>	<b>\$43,124,780</b>
<b>PASSENGERS</b>				
Bus Service	1,959,915	1,940,542	17,101,870	16,091,898
Light Rail Service	1,640,133	1,591,967	14,068,614	15,014,245
Commuter Rail Service	503,782	500,108	4,355,597	4,233,981
Paratransit	75,477	77,407	676,775	707,537
Rideshare	77,946	82,254	906,671	997,911
<b>UTA</b>	<b>4,257,253</b>	<b>4,192,277</b>	<b>37,109,526</b>	<b>37,045,572</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	14.8%	19.3%	16.1%	15.8%
Light Rail Service	27.9%	31.9%	23.0%	24.7%
Commuter Rail Service	16.0%	18.3%	14.5%	15.0%
Paratransit	15.1%	15.8%	16.8%	15.5%
Rideshare	62.8%	50.1%	70.7%	76.0%
<b>UTA</b>	<b>19.3%</b>	<b>22.8%</b>	<b>18.9%</b>	<b>19.2%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$5.28	\$4.89	\$5.55	\$5.56
Light Rail Service	\$2.74	\$2.55	\$3.51	\$3.09
Commuter Rail Service	\$6.09	\$5.62	\$6.51	\$6.63
Paratransit	\$23.44	\$22.36	\$24.96	\$22.93
Rideshare	\$2.40	\$4.01	\$1.49	\$1.03
<b>UTA</b>	<b>\$4.67</b>	<b>\$4.39</b>	<b>\$5.15</b>	<b>\$4.89</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of October 31, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government <sup>1</sup>	\$ 52,856,152	\$ 52,856,152	\$ -	\$ -	\$ -	\$ -
2 Local Contributions <sup>2</sup>	56,497,936	56,497,936	-	-	-	-
3 Warranty Recovery	947,490	947,490	-	-	-	-
4 Product Sales and Development	1,568,763	546,132	14,121	5,632	1,000,000	2,878
5 Pass Sales	481,404	295,085	230,410	(9,279)	(60,910)	26,098
6 Property Management	83,396	23,360	11,541	2,014	2,956	43,525
7 Vanpool/Rideshare	62,721	11,018	2,704	5,391	2,988	40,620
8 Capital Development Agreements	780,849	77,813	-	-	20,000	683,036
9 Mobility Management	5,100	-	-	-	-	5,100
10 Paratransit	11,250	11,250	-	-	-	-
11 Other <sup>3</sup>	6,353,167	6,353,167	-	-	-	-
12 <b>Total</b>	<b>\$119,648,228</b>	<b>\$117,619,403</b>	<b>\$ 258,776</b>	<b>\$ 3,758</b>	<b>\$ 965,034</b>	<b>\$ 801,257</b>

Percentage Due by Aging

13 Federal Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions <sup>2</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	34.8%	0.9%	0.4%	63.7%	0.2%	
17 Pass Sales	61.3%	47.9%	-1.9%	-12.7%	5.4%	
18 Property Management	28.0%	13.8%	2.4%	3.5%	52.2%	
19 Vanpool/Rideshare	17.6%	4.3%	8.6%	4.8%	64.8%	
20 Capital Development Agreements	10.0%	0.0%	0.0%	2.6%	87.5%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 <b>Total</b>	<b>98.3%</b>	<b>0.2%</b>	<b>0.0%</b>	<b>0.8%</b>	<b>0.7%</b>	

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM OCTOBER 1, 2019 THROUGH OCTOBER 31, 2019  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>	
R2018-05-09		ROCKY MOUNTAIN POWER	348625	10/2/2019	\$ 249,157.78	
18-2851	UTA INSURANCE BROKERAGE SERVICES	9/1/2018	ALLIANT INSURANCE SERVICES	348627	10/2/2019	1,052,370.18
REISSUE			CENTURY LINK	348630	10/2/2019	205,640.36
18-2734TP	DEMO HAMBLIN PROPERTY	6/7/2018	KERRY L. HAMBLIN AND DEISS LAW PC	348672	10/2/2019	452,260.00
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882251	10/2/2019	226,453.89
18-2741	DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG D CONSTRUCTION	348734	10/10/2019	498,946.37
18-2851	UTA INSURANCE BROKERAGE SERVICES	9/1/2018	UTAH LOCAL GOVERNMENTS TRUST	348852	10/10/2019	350,552.32
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882318	10/10/2019	267,104.98
UDOT 15-9035	PROJECT REIMBURSEMENT PROVO-OREM	3/25/2015	JTAH DEPARTMENT OF TRANSPORTATION	348979	10/17/2019	1,663,400.16
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882388	10/17/2019	335,737.11
16-1846TP	ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	882389	10/17/2019	435,835.13
R2018-05-09		ROCKY MOUNTAIN POWER	349087	10/24/2019	340,052.13	
14-1109TH	ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	882446	10/24/2019	202,021.31
UT13-064GL	PROJECT MGMT SERVICES	3/3/2014	WSP USA	882447	10/24/2019	272,831.47
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882448	10/24/2019	326,835.15
R2018-05-09		ROCKY MOUNTAIN POWER	349254	10/31/2019	214,908.07	
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882506	10/31/2019	282,020.28
16-1846TP	ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	882507	10/31/2019	858,360.14



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Eddy Cumins, Chief Operating Officer

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b> ADA Paratransit Services Contract Extension (MV Public Transportation, Inc.)		
<b>AGENDA ITEM TYPE:</b>	Expense Contract Change Order	
<b>RECOMMENDATION:</b>	Approve 6-month extension to existing contract and authorize Executive Director to execute the contract with MV Public Transportation Inc. in the amount of \$1,710,000.00 to continue providing ADA Paratransit and Route Deviation services in Weber, Davis and Box Elder Counties.	
<b>BACKGROUND:</b>	MV Public Transportation is the current contractor for Paratransit and Route Deviation services in Weber, Davis and Box Elder Counties. The original contract was effective September 1, 2014 through August 31, 2016 and has had 3 subsequent one-year extensions (as allowed in the contract). The latest extension expired October 31, 2019. The contractor has been issued a letter of continuance until an extension can be approved.	
<b>DISCUSSION:</b>	UTA staff is requesting an extension of the existing contract. This is the sixth modification to an existing contract between UTA and MV Public Transportation, Inc. The scope of this modification is to extend the existing contract for 6 months to allow for issuance of an RFP and negotiations of a new contract. This extension will ensure continuous Paratransit and Route Deviation Services under the current provider through April 30, 2020.	
<b>CONTRACT SUMMARY:</b>	Contractor Name: MV Public Transportation, Inc.	
	Contract Number: 14-1109TH Modification 006	Existing Contract Value: \$12,279,880.54
	Base Contract Effective Dates: 11/13/2014 through 08/31/2016 + executed extensions through 10/31/2019	Extended Contract Dates: November 1, 2019 through April 30, 2020
	Amendment Amount: \$1,710,000.00	New/Total Amount Contract Value: \$13,989,880.54



	Procurement Method: contract extension	Funding Sources: Local
<b>ALTERNATIVES:</b>	UTA would have to operate Paratransit and Route Deviation services in Weber, Davis, and Box Elder Counties. There is no current facility infrastructure in place in the northern service area to handle the day-to-day operation requirement.	
<b>FISCAL IMPACT:</b>	No fiscal impact to UTA. Funds are in the current and 2020 operating budget and in the 2020 budget.	
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1) Contract 14-1109TH</li> <li>2) Vendor Signed Modification 006</li> </ol>	

**MODIFICATION NUMBER 006  
TO CONTRACT UT-14-1109TH**

This Modification Number 006 to Complementary Paratransit and Route Deviation Services Agreement (the "Agreement") is hereby entered and made effective as of the date of the last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under Utah Code Ann. §17B-2a-801, et seq, as amended (hereafter "UTA") and MV Public Transportation, Inc., (hereinafter "Contractor").

RECITALS

WHEREAS, on November 13, 2014 UTA entered into a contract for providing services including but not limited to provide ADA Complementary Paratransit and Route Deviation Services on the Authority's behalf in its Northern Service Area to include Weber and Davis Counties and portions of Box Elder County with the Contractor from September 1, 2014 through October 31, 2019; and

WHEREAS, UTA now desires to extend the services for an additional estimated six (6) months; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

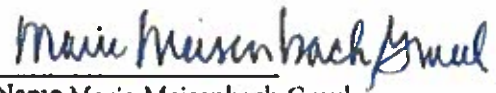
AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Term: The term of the Agreement date shall be extended for an estimated six (6) month period from November 1, 2019 through April 30, 2020.
2. Consideration: See the updated Exhibit A attached to this modification.
3. Other Terms Remain in Effect: Except to the extent expressly modified by the Amendment all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

**MV PUBLIC TRANSPORTATION**



Name Marie Meisenbach Gaul

EVP, Chief Financial Officer  
Title


**UTAH TRANSIT AUTHORITY**

\_\_\_\_\_  
Carolyn M. Gonot

\_\_\_\_\_  
Eddy Cummins

\_\_\_\_\_  
Cherryl Beveridge  
General Manager, Specialist Services

Approved as to form and content:

  
\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

**EXHIBIT A**  
**TERMS OF COMPENSATION**  
**UT-14-1109TH**  
**MV Public Transportation**  
**(Contractor)**

Compensation to the Contractor, as detailed under Paragraph 5 of the Paratransit and Route Deviation Service Agreement, shall be based upon an amount per revenue vehicle service hour plus a fixed monthly rate during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the except of Route Deviation).

**1. Fixed Fees Itemized**

<b>Item</b>	<b>Fixed Price</b>
November 1, 2019 through April 1, 2020	
<b>TOTAL MONTHLY FIXED FEES</b>	<b>\$54,412.91</b>

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from the first pickup to the last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	<b>Service Rate for Paratransit Service in the North</b>	<b>Service Rate for Route Deviation Service in the North</b>
Extension: Nov 1, 2019 through April 1, 2020	\$44.61	\$37.66

**UTA has elected to accept MV's offer of an annual 0.05% payment discount through the option to pay MV for 45% of the estimated monthly cost on the 1<sup>st</sup> and 16<sup>th</sup> of each month. MV will issue semi-monthly invoices for 45% of the total estimated monthly billing. These semimonthly invoices shall be received by UTA no later than the 16<sup>th</sup> of the month (for services provided from the 1<sup>st</sup> through the 15<sup>th</sup> of the month) and the 1<sup>st</sup> of the month (for services provided from the 16<sup>th</sup> through the end of the month) and will be due and payable within 15 days of receipt by UTA. After the end of the month MV will then produce a final reconciliation invoice for the month based on actual costs incurred which applies the payment discount and either requests additional payment due or provides a credit to UTA, as appropriate. If UTA does not pay invoices received in accordance with this clause within 15 days of receipt, then payments will be considered and processed as progress payments with no discount applied.**

**COMPLEMENTARY PARATRANSIT  
AND ROUTE DEVIATION SERVICES AGREEMENT**

THIS COMPLEMENTARY PARATRANSIT AND ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 13<sup>th</sup> day of November 2014 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the "Authority"), and **MV Public Transportation, Inc.**, a California corporation, whose principal place of business is 5910 North Central Expressway, Suite 1145, Dallas, TX 75206, (hereinafter referred to as "Contractor.")

**RECITALS**

WHEREAS, the Authority, as the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, is responsible for providing ADA complementary paratransit service;

WHEREAS, the Authority desires to engage the Contractor to provide ADA Complementary Paratransit and Route Deviation Services on the Authority's behalf in its Northern Service Area to include Weber and Davis Counties and portions of Box Elder County;

WHEREAS the Contractor is willing and able to provide paratransit service upon the terms and conditions hereinafter set forth;

**AGREEMENT**

NOW, THEREFORE, on the stated premises, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **Services to be Performed by Contractor.** Contractor shall provide ADA Complementary Paratransit and Route Deviation Services in Weber and Davis Counties and portions of Box Elder County in full accordance with the terms of this Agreement, specifically including but not limited to the Terms of Compensation, Scope of Services attached as Exhibits hereto (see Paragraph 25 for a complete list of Exhibits attached to and incorporated into this Agreement), and in full accordance with all other terms and conditions set forth in the Authority's Request For Proposals UT-14-12TH (the terms and conditions of which are incorporated herein).

In providing said ADA Complementary Paratransit and Route Deviation Services, Contractor agrees to adhere to the procedures, standards, fare collection and billing system set forth in Service Standards and Payment Adjustments, 5310/5311 Reporting, Reporting Forms, Driver Manifests, Incident/Accident Report Form, Vehicle Requirements, Equal Employment Opportunity Policy, Drug and Alcohol Policy, Monthly Operating Report, and the National Transit Database Report. Contractor also agrees to adhere to the Federal pass-through requirements, to the extent applicable, as set forth in attached United States of America Department of Transportation Federal Transit Administration Master Agreement. Contractor further agrees to comply with the terms of the DHS Contract for Services Provided by a Governmental Entity between the Authority and the Division

of Services for People with Disabilities, attached hereto. The parties hereby acknowledge that changes to the Scope of Services may become necessary as the result of changed conditions during the term of this Agreement, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the Scope of Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective September 1, 2014 and terminate on August 31, 2016. At the Authority's sole option, this Agreement may be extended for up to three (3) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
  - A. This Agreement may be terminated by the Authority, with or without cause, upon the Authority providing sixty (60) days prior written notice to the Contractor. Additionally, in the event that the Authority's operating and support funds are reduced or terminated, or suspended for any reason, the Authority shall have the right to immediately modify or terminate this Agreement, without liability, by providing written notice to the Contractor. In the event this Agreement is so terminated, Contractor shall be paid for services provided through the date of termination plus its reasonable termination costs.
  - B. This Agreement may be terminated by the Authority for cause in the event that the Authority gives written notice to the Contractor of the Contractor's default with respect to a material term or condition of this Agreement and the Contractor fails to cure such default within 15 days after receiving written notice from the Authority.
4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively-bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax or payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
5. Compensation of Contractor.
  - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments between the parties pursuant to Exhibit A-1 of this Agreement. All such modifications shall be made only pursuant to written contract addenda. In the event a local, state or federal government with jurisdiction over Contractor's employees orders an increase in the mandated minimum wages, payroll taxes or fringe benefits applicable to employees of Contractor that was unknown to Contractor when it

submitted its Proposal to the Authority, then the Contractor may request that its compensation be adjusted. If the Parties are unable to agree on an equitable adjustment, Contractor may terminate the Contract on 120 days advance notice.

- B. Subject to Paragraph 5.C. below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit C of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.
- C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5.C. include, but are not limited to, the following:
  - 1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Services" set forth in Exhibit B.
  - 2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the "Records and Reporting Forms" set forth in Exhibit C, and required by the "Scope of Services" set forth in Exhibit B.
  - 3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the manner of work performed by the Contractor or to modify the "Scope of Services" set forth in Exhibit B (provided that any such changes that increase the Contractor's costs in performing work shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).

6. Insurance.

The CONTRACTOR shall procure at its own expense insurance acceptable to UTA as described herein and shall maintain such insurance in full force and effect during the entire Term of this Agreement. Insurance shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by UTA and authorized to do business in the State of Utah.

Certificates of insurance shall be delivered to UTA prior to the Effective Date of this Contract.

a. Workers' Compensation Insurance

The CONTRACTOR shall, and shall cause its subcontractors of all tiers to, provide at its own expense workers' compensation insurance to cover full liability under the workers' compensation laws of the State of Utah and at the statutory limits required by laws of the State of Utah.



b. Commercial General Liability Insurance

The CONTRACTOR shall provide at its own expense Commercial General Liability (CGL) insurance on an "occurrence basis," including, insurance for operations, independent contractors, products/completed operations, liability for the property of others in the care, custody and control of the Contractor, and contractual liability specifically designating the indemnity provisions of this Agreement as an insured contract on the certificate of insurance. Such CGL insurance must be endorsed with a broad form property damage endorsement (including completed operations) and afford coverage for explosion, collapse, and underground hazards.

The Commercial General Liability insurance must be in limits not less than the following:

- |                   |  |
|-------------------|--|
| 1) \$4,000,000.00 | General Aggregate.                       |
| 2) \$2,000,000.00 | Products-Completed Operations Aggregate. |
| 3) \$2,000,000.00 | Personal and Advertising Injury.         |
| 4) \$2,000,000.00 | Each Occurrence.                         |
| 5) \$5,000.00     | Medical Expense (any one person).        |

The aggregate loss limit must be on a per project basis. The policy must include products and completed operations extended coverage for a minimum of five years following final acceptance. If the CONTRACTOR's CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the CONTRACTOR may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the CONTRACTOR. Any such excess insurance must be at least as broad as the CONTRACTOR's primary insurance.

The CGL insurance certificate must state that the policy has been endorsed to name UTA, the State of Utah, Utah Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees as additional insureds. From time to time, other additional insureds may be required to be added to the CGL insurance.

~~Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs and similar items. The deductibles, self-insured retentions, self-insurance costs and similar items for the insurance policies required by this Agreement may not exceed \$10,000.00.~~

c. Automobile Liability Insurance

The CONTRACTOR shall, and shall cause its subcontractors of all tiers to, provide at their own expense automobile liability insurance for claims arising from the ownership, maintenance, or use of motor vehicles at, upon, or away from the Project Site. The automobile liability insurance must cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

- |                |   |
|----------------|---|
| \$1,000,000.00 | Combined Single Limit Bodily Injury and Property Damage Per Occurrence. |
|----------------|---|

The automobile liability insurance certificate must state that the policy has been endorsed to name UTA, the State of Utah, Utah Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees as additional insureds. From time to time, additional insureds may be required to be added to the automobile liability insurance.

d. General Insurance Requirements

i. Cooperation

The CONTRACTOR shall cooperate fully with and provide any information or record requested by UTA or its insurance representative(s) regarding all aspects of the CONTRACTOR's insurance program, including enrollment, claims, audit, and safety procedures, as required by UTA. If the CONTRACTOR fails or delays in any material respect in reporting such required information to UTA or its insurance representative, UTA may suspend payment until the CONTRACTOR complies.

ii. Certificates of Insurance

Prior to commencing the Work, the CONTRACTOR will deliver to UTA a certificate of insurance with respect to each policy required to be provided under this Agreement.

iii. Renewal Policies

The CONTRACTOR shall promptly deliver to UTA a certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to UTA.

iv. Endorsements and Waivers

All general and automobile liability insurance policies required to be provided by the CONTRACTOR or any subcontractor hereunder shall contain or be endorsed to contain the following provisions (1) through (5); and all workers' compensation and employer's liability policies are to contain or be endorsed to contain the following provision (4) and (5):

- 1) Insurance coverage will be primary insurance with respect to the additional insureds (and their respective members, directors, officers, employees, agents, and consultants). Any insurance or self-insurance maintained by an additional insured (or its members, directors, officers, employees, agents, and consultants) will be excess of such insurance and will not contribute with it;
- 2) Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, will not affect coverage provided to the additional insureds (and their respective members, directors, officers, employees, agents and consultants);
- 3) The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;

- 4) Insurance policies will include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, and agents); and
- 5) Each policy shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to UTA. Such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.

v. Waivers of Subrogation

CONTRACTOR waive all rights of subrogation against UTA, the State of Utah, the Department of Human Services, and the Division of Services for People with Disabilities, and against their respective members, directors, officers, employees, agents, and consultants for any claims arising under this Agreement or the services provided hereunder.

vi. Support of Indemnification Obligations

The insurance coverage provided hereunder by the CONTRACTOR must support, but is not intended to limit, the CONTRACTOR's and UTA's indemnification obligations under this Agreement.

vii. Prosecution of Claims

Unless otherwise directed by UTA in writing, the CONTRACTOR shall be responsible for reporting and processing all potential claims by UTA or the CONTRACTOR against the insurance required to be provided under this Contract. The CONTRACTOR agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of UTA, whether for defense or indemnity or both. The Utah Transit Authority agrees to promptly notify the CONTRACTOR of UTA's incidents, potential claims, and matters which may give rise to an insurance claim by UTA, to tender its defense or the claim to the CONTRACTOR, and to cooperate with the CONTRACTOR as necessary for the CONTRACTOR to fulfill its duties hereunder. The CONTRACTOR shall report all claims against any of the policies identified in this Contract immediately to UTA Claims and Insurance Department.

7. Indemnification

The Contractor shall defend, hold harmless and indemnify the Authority, the State of Utah, the Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees (collectively, the "Indemnified Parties") from and against any loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which are caused in whole or in part by the Contractor's acts, omissions, failure to act, or negligence of the Contractor's officers agents, volunteers, or employees, except where the claim arises out of the sole negligence of an Indemnified Party.

- a. Definition of the Term "Claim." As used in these "Indemnification" provisions the term

"claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.

- b. **Defense of Suits Brought Upon Claims.** Contractor shall defend all suits brought upon a claim and pay all incidental costs and expenses including attorney's fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which an Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of an Indemnified Party. In the latter situation, the Contractor shall notify the Indemnified Parties within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of an Indemnified Party. In the event the Contractor fails to notify the Indemnified Parties within this timeframe, the Contractor shall defend and indemnify the Indemnified Parties even if the claim arises out of the sole negligence of an Indemnified Party. The participation in the defense of a claim by an Indemnified Party does not relieve the Contractor of any obligation under this Contract. However, if an Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel except where the Indemnified Party retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of the Indemnified Party. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of the Indemnified Party, the Contractor shall reimburse the Indemnified Party for all costs including attorney's fees incurred by such Indemnified Party.
  - c. **Expenses incurred by the Authority which are subject to the indemnification provisions of this Paragraph 7 include, but are not limited to, the following:**
    1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement.
    2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the ADA Complementary Paratransit and Route Deviation Services called for under this Agreement.
8. **Maintenance of Service Records.** The Contractor agrees to maintain detailed and complete records related to the ADA Complementary Paratransit and Route Deviation Services performed pursuant to this Agreement including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1 and C-2). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to services performed by the Contractor under this Agreement, provided that such inspection is conducted during

regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.

- B. The Contractor shall deliver to the Authority all original records specific to service delivery which include (but are not limited to) original driver's manifest, service concern forms, customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall relinquish all Authority records, and shall maintain employee and non-Authority controlled records under this Agreement for a period of no less than seven (7) years following the expiration or termination of this Agreement. The Contractor may not make copies of any of the Authority original records without prior approval. No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or services provided under this Agreement at any time.
  - C. The Contractor agrees to not use the names and addresses of paratransit riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
  - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients of the services to be provided under this Agreement, and the Contractor hereby agrees to cooperate in informing all such applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in Paragraph 9.7 of the "Scope of Services" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.
10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 262-2857, then by following the instructions as listed in Exhibit B, Scope of Services, Paragraphs 9.8 and 9.9, respectively, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibit F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of the services as provided in this Agreement, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such

assignment. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority, which consent shall not be unreasonably withheld. The Contractor agrees not to subcontract any of the services the Contractor is obligated to perform under this Agreement without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the services as provided in this Agreement, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.

12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the services called for under this Agreement, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances. Without in any way limiting the breadth of the obligations set forth in this paragraph, Contractor hereby specifically agrees, covenants and warrants as follows:
- A. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d and all rules and regulations promulgated thereunder.
  - B. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et. seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612, and all rules or regulations promulgated pursuant to such laws.
  - ~~C. The Contractor shall comply with, and assure that all services performed under this Agreement comply with all applicable federal, state and local environmental laws, rules and regulations.~~
  - D. The Contractor shall not discriminate against any employee or applicant for employment with Contractor on the basis of race, color, age, creed, sex, or national origin and shall comply with the Authority's Equal Employment Opportunity (EEO) Policy attached hereto as Exhibit E. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, creed, sex or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of UTA's EEO Policy.
13. Representations and Warranties of Contractor. In conjunction with the services to be provided by Contractor pursuant to this Agreement, the Contractor makes the following representations and warranties:

- A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.
  - B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. **Prohibited Interests.** No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. **Implementation of Substance Abuse Policy.** The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The Contractor must submit a copy of their substance abuse policy with their proposal. The obligation specified in this paragraph shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
  - B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
  - C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
  - D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. **Failure to Maintain the Personnel Plan.** **The Contractor agrees to continue the employment of two key personnel, Goran Petrovic (General Manager) and Jim Karr (Maintenance Manager), as an assurance of consistency of operations.** The General Manager and Maintenance Manager will not be replaced without the written permission of the Authority. For purposes of this section, "replaced" shall mean any situation that requires contractor to assign an individual to these

manager positions, to replace the individual previously assigned to the position, unless the Authority has granted written permission, or if the employee is terminated for cause, or if the employee voluntarily resigns their position with MV, or the employee is called into active military duty, or if the employee passes away.

17. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's services under this Agreement. The proposed training program shall describe the length of classroom and on-road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. The Contractor must submit a copy of their operator training curriculum with their proposal, and upon request submit all training materials. Unless otherwise expressly stated in this Paragraph 17, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this paragraph, the Contractor further agrees as follows:
- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
  - B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
  - C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.



- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Paragraph 7 of Exhibit B and Paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions of the Authority's policies and procedures however, this shall not be construed as to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.
- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority or who does not meet the criteria established under UTA's contract with the Division of Services for People with Disabilities (DSPD). Upon hire, and as described in Utah Code 61A-5-103.5 for direct service by Utah Transit Authority drivers (and Contractors), the Contractor shall research the driving record, BCI level criminal history record, complete background check under the State of Utah including the Child and Adult abuse record check, of all prospective employees, or upon allegations of an existing employee providing service under this Agreement and have the findings available to the Authority upon request. The cost of the record check shall be borne by the Contractor. The current cost of this service is approximately \$38.00.
- 1) Upon written request from the Authority, the Contractor shall provide the Authority with the results, and materials related to or supporting such results, of any investigation of the background or conduct of an employee of Contractor.
- F. ~~Motor Vehicle driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1<sup>st</sup>. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.~~
- G. The Contractor shall be annually review sign and comply with the DSPD Code of Conduct in addition to the DHS Code of Conduct which can be found at the following website: [http://www.hsofo.utah.gov/services\\_contract\\_info.htm](http://www.hsofo.utah.gov/services_contract_info.htm). Services shall only be provided in transit vehicles, as defined in Utah Code § 17B-21-802. The Contractor shall train employees on the Legal rights of Persons with Disabilities including Human Rights as found in Utah Administrative Code R539-3, abuse, neglect and exploitation and mandatory reporting laws, confidentiality, the Authority and DSPD's policy, philosophy and mission. The Contractor must train employees on the provisions of the law, included but not limited to the Americans with Disabilities Act (ADA), that regulates the services provided pursuant to this agreement.

- H. The Contractor shall protect the confidentiality of the Authority's records. The Contractor acknowledges the Authority has sole ownership of any rider records, driver information associated with service provision, driver manifest, customer complaint information and vehicle inspection, performance information. All such records are deemed "protected records" under the Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et. seq., and the Contractor shall not disclose or share any of this information without prior authorization from the Authority including during any State, or Federal Audit proceedings. .
- I. The Contractor shall cooperate in all UTA, DSPD, DHS Protective Service, or Police Department Investigations until the investigation is complete and a determination and resolution are made with regard to the allegations. The Contractor shall immediately notify the Authority when a person receiving service to this Contract, or another individual on behalf of the person, alleges abuse, neglect or exploitation. If an allegation of abuse, neglect or exploitation is made against a member of the Contractor's staff, the Contractor shall not allow that staff member to have any contact with the Person until the investigation is complete and the staff member is exonerated. The Contractor must provide the Authority with any documentation including investigative records requested by the Authority
18. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training, and comply with UTA's commitment to emergency disaster response as requested by the Authority.
19. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
20. Use of Vehicles by Contractor.
- A. In the performance of the services called for in this Agreement, the Contractor will use the vehicles listed in Exhibit B-3 which will be provided to the Contractor by the Authority. In addition, the Contractor shall upon request, dedicate additional vehicles to be used for the services provided under this Agreement. The Contractor shall be responsible for additional vehicles needed to meet demand and capacity constraints for the services provided hereunder. The Contractor will attempt to maximize the usage of the Authority's vehicles in service at all times. To meet the existing demand, the Contractor in the Southern Area shall initially be required to provide 10 accessible Paratransit vehicles with a minimum wheelchair capacity of five (5), similar to the vehicle configuration of UTA's paratransit fleet which is a weight capacity of 800 lbs, lift dimensions of 33.5 inches wide by 53 inches in length. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.

- B. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing services under the terms of this Agreement.
  - C. In the event that the Contractor uses its own vehicles to perform the services set forth in this Agreement, such vehicles shall conform to the standards specified in Exhibit D. Use of vehicles which fail to meet specifications, without prior written authorization and agreement, shall be grounds for a reduction in payment, up to 100 percent, for each substandard vehicle hour or trip cost for which compensation is requested under the terms of Exhibit A.
  - D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such services are prorated in accordance with the provisions set forth in Exhibit A.
21. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
22. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C. Failure to manually and electronically record the correct arrival time and departure time for both pick-up and drop-off for each trip, odometer reading (mileage), appropriate information for trips not provided for various reasons (no show, no show but transported, late trip, missed trip, etc.), the correct fare payment (including application of Medicaid sticker with incorrect month of service) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
23. Dispute Resolution. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. Neither party may bring a legal action to enforce the terms of this Agreement without first engaging in non-binding mediation. Pending final resolution of a dispute, including mediation and litigation, unless otherwise directed by the Authority in writing, Contractor shall proceed diligently with performance of its obligations under the Agreement subject to UTA's continuing performance of its obligations under the Agreement.
24. Governing Law and Venue. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect. A legal action to enforce the terms of this Agreement may only be brought in the Third District Court in Salt Lake County, Utah.

25. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
26. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
27. Notice. Any notice required to be delivered to a party under this Agreement shall be addressed as follows:

If to Authority:  
 Utah Transit Authority  
 Attn: Office of the General Counsel  
 669 West 200 South  
 Salt Lake City, UT 84101

If to Contractor:  
 MV Public Transportation, Inc.  
 5910 North Central Expressway  
 Suite 1145  
 Dallas, TX 75206

28. Incorporation. This Agreement and Exhibits in its entirety, the RFP, and contractor's proposal are incorporated herein and made a part hereof by this reference. The exhibits to this Agreement are as follows:

Exhibit A:	Terms of Compensation
Exhibit A-1:	Service Standards and Payment Adjustments
Exhibit A-2	Federal Transit Administration Master Agreement
Exhibit A-3	DHS Contract for Services Provided by a Governmental Entity
Exhibit B:	Scope of Services
Exhibit B-1:	Northern Service Area, Service Days and Hours, Fare & Inter-County Transfer Location
Exhibit B-3:	Northern Service Area Project Vehicles
Exhibit B-5:	Spill Response & Reporting Standard Operating Procedures
Exhibit B-6	Engine Idling Standard Operating Procedures

Exhibit C:	Records and Reporting Forms
Exhibit C-1:	Driver Manifest
Exhibit C-2:	Route Deviation Manifest and Reports,
Exhibit C-3	Route Deviation Maps & Public Schedule
Exhibit D:	Vehicle Maintenance Procedures
Exhibit D1:	3,000 Mile "E" Inspections (4)
Exhibit D2:	6,000 Mile "D" Inspections (4)
Exhibit D3:	12,000 Mile "C" Inspections (4)
Exhibit D4:	24,000 Mile "B" Inspections (4)
Exhibit D5:	75,000 & 150,000 Mile #4 Supplement Inspection
Exhibit E:	Reaffirmation of Utah Transit Authority's Equal Employment Opportunity Policy
Exhibit F:	UTA Drug and Alcohol Policy Statement
Exhibit G:	Demand Responsive Paratransit Monthly Report Form
Exhibit H:	National Transit Database Reporting Forms
Exhibit I:	Annual NTD S-10 & R-30 Reports
Exhibit I-1:	Service Concern Form & Additional Trip Form
Exhibit J:	Radio Cancellation Log
Exhibit K:	Service Point and Community Access SOP
Exhibit L:	UTA Liquidated Damages Form

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

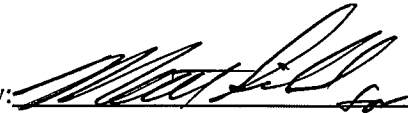
**CONTRACTOR:**

**UTAH TRANSIT AUTHORITY**

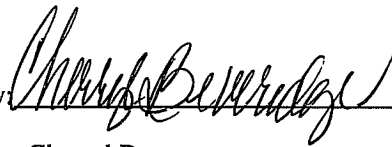
MV PUBLIC TRANSPORTATION, INC.

By: 

Name: *W.C. Pike*  
Title: *Executive VP*

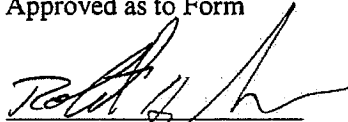
By: 

Michael A. Allegra  
President/CEO

By: 

Cheryl Beverage  
Special Services General Manger

Approved as to Form

  
UTA Legal Counsel

**EXHIBIT A**

**TERMS OF COMPENSATION**

MV Public Transportation

(Contractor)

Compensation to the Contractor, as detailed under Paragraph 5 of the Paratransit and Route Deviation Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the exception of Route Deviation).

**1. Fixed Fees Itemized**

<b>Item</b>	<b>Fixed Price</b>
<u>Staff Wages &amp; Benefits</u>	<u>\$33,253.32</u>
<u>Misc. Fixed Expense</u>	<u>\$11,168.50</u>
<u>Depreciation</u>	<u>\$1,747.35</u>
<u>Interest Expense</u>	<u>\$253.77</u>
<b><u>TOTAL MONTHLY FIXED FEES *</u></b>	<b><u>\$46,422.94</u> * First year pricing</b>

For years 2-5, pricing will be set based on inflation rates based on the September Bureau of Labor Statistics CPI-U Mountain Plains Region data for all item less food and energy on the variable rates and on the total fixed costs. In no case will the rate be reduced if any year CPI is negative.

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from first pickup to last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	<b>Service Rate for Paratransit Service in the North</b>	<b>Service Rate for Route Deviation Service in the North</b>
Year 1: November 1, 2014 through October 31, 2015	<b><u>\$34.626</u></b>	<b><u>\$29.233</u></b>

For years 2-5, pricing will be set based on inflation rates based on the September Bureau of Labor Statistics CPI-U Mountain Plains Region data for all item less food and energy on the variable rates and on the total fixed costs. In no case will the rate be reduced if any year CPI is negative.

UTA has elected MV's offer of an annual 0.05% payment discount through the option to pay MV for 50% of the estimated monthly cost on the 1st and 16th of each month. Each semi-monthly invoice will be for 45% of the total estimated monthly billing. These two invoices will be due and payable on the 16th (for services operated from the 1st through the 15th of the month) and the first day of the month (for services provided from the 16th through the end of the previous month), respectively. After the end of the month MV will then produce a final invoice for the month and then credit to UTA. UTA has elected MV's offer of an annual 0.05% payment discount through the option to pay MV if the end of month payment is processed within and the UTA will then pay the balance due within 15 day of receipt otherwise as with a progress payment will be processed in the terms contained in the proposed contract. MV must produce invoices for the payment option.





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Eddy Cumins, Chief Operating Officer

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b> ADA Paratransit Services Contract Extension (United Way of Utah County)		
<b>AGENDA ITEM TYPE:</b>	Expense Contract Change Order	
<b>RECOMMENDATION:</b>	Approve 6-month extension to existing contract and authorize Executive Director to execute contract extension with United Way of Utah County in the amount of \$800,000.00 to continue providing ADA Paratransit and Route Deviation services in Utah County.	
<b>BACKGROUND:</b>	United Way is the current contractor for Paratransit and Route Deviation services in Utah County. The original contract with United Way of Utah County was effective September 1, 2015 through August 31, 2016 and has had 3 subsequent one-year extensions (as allowed in the contract). The latest extension expired October 31, 2019. The contractor has agreed to continue operations in good faith until an extension can be approved.	
<b>DISCUSSION:</b>	This is the fourth modification to an existing contract between UTA and United Way. The scope of this modification is to extend the existing contract for 6 months to allow for issuance of an RFP and negotiations of a new contract. This extension will ensure continuous Paratransit services under the current provider through April 30, 2020.	
<b>CONTRACT SUMMARY:</b>	Contractor Name: United Way of Utah County	
	Contract Number: 14-1115TH Modification #6	Existing Contract Value: \$7,503,310.41
	Base Contract Effective Dates: 09/01/2014 through 08/31/2016 + executed extensions through 10/31/2019	Extended Contract Dates: November 1, 2019 through April 30, 2020
	Amendment Amount: \$800,000.00	New/Total Amount Contract Value: \$8,303,310

	Procurement Method: Contract extension	Funding Sources: Local
<b>ALTERNATIVES:</b>	UTA would have to operate Paratransit services in Utah County. There is no current facility infrastructure in place in the southern service area to handle the day-to-day operation requirement.	
<b>FISCAL IMPACT:</b>	No fiscal impact to UTA. Funds are in the current and proposed 2020 operating budget.	
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"><li>1) Contract 14-1115TH</li><li>2) Vendor Signed Modification 004</li></ol>	

**MODIFICATION NUMBER 004  
TO CONTRACT UT-14-1115TH**

This Modification Number 004 to Complementary Paratransit and Route Deviation Services Agreement is hereby entered and made effective as of the date of the last signature below (the "Effective Date") by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §17B-2a-801, et seq, as amended (hereafter "UTA"), and **UNITED WAY OF UTAH COUNTY**, a Utah corporation, whose principal place of business is 148 North 100 West, Provo, UT 84601, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on January 9, 2015 UTA entered into a contract for providing services including but not limited to provide ADA Complementary Paratransit and Route Deviation Services on the Authority's behalf in the Southern Service Area Utah County with the Contractor from September 1, 2014 through August 31, 2016 with three (3) additional, consecutive one-year option terms (to be exercised at UTA's sole option); and

WHEREAS, UTA now desires to extend the services for an additional estimated six (6) months; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Term: The term of the Agreement date shall be extended for an estimated six (6) month period from November 1, 2019 through April 30, 2020.
2. Consideration: See the updated Exhibit A attached to this modification.
3. Other Terms Remain in Effect: Except to the extent expressly modified by the Amendment all terms and conditions of the Agreement shall continue in full force and effect.

Contract UT-14-1115TH  
Complementary Paratransit and  
Route Deviation Services

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

**UNITED WAY**



Name

*President*

Title

**UTAH TRANSIT AUTHORITY**

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

\_\_\_\_\_  
Eddy Cumins  
Chief Operating Officer

\_\_\_\_\_  
Cherryl Beveridge  
General Manager, Special Services

Approved as to form and content:

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

**EXHIBIT A**  
**TERMS OF COMPENSATION**  
**UNITED WAY OF UTAH COUNTY**  
**14-1115TH**

Compensation to the Contractor, as detailed under Paragraph 5 of the Paratransit and Route Deviation Service Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the except of Route Deviation).

**1. Fixed Fees Itemized**

<u>Item</u>	<u>Fixed Price</u>
<b>2019-2020</b>	
<u>Administration &amp; Support</u>	\$42,049.57
<u>Operational Expenses</u>	\$34,731.47
<b>TOTAL</b>	<b>\$76,781.04</b>

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from the first pickup to the last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	<u>Southern Service Area</u> <u>Hourly Rate</u>
Year 1: November 1, 2014 through October 31, 2015	\$25.00
Year 2: November 1, 2015 through October 31, 2016	\$25.345
Year 3: November 1, 2016 through October 31, 2017	\$25.806

Year 4: November 1, 2017 through October 31, 2018	\$26.426
Year 5: November 1, 2018 through October 31, 2019	\$27.126
Extension – November 1, 2019 through April 1, 2020	\$28.137

Extension Route Deviation \$20.445 per hour (pull out to pull in)

### **3. Dedicated Vehicles Operated with Contractor-Provided Vehicles**

From time to time, UTA may request that the Contractor operate service with Contractor-provided vehicles to augment the UTA-provided fleet. If the Contractor is able to supply vehicles (see Exhibit D for minimum vehicle specifications), dedicated vehicle service, utilizing Contractor-provided vehicles, shall be provide at a per vehicle hour rate with a guaranteed in-service time of a minimum of one (1) month. The hourly rates for dedicated vehicles service operating with Contractor-supplies vehicles are as follows:

#### Northern/Southern Service Area

#### Hourly Rate with Contractor

Year 1: November 1, 2014 through October 31, 2015	\$26.00
Year 2: November 1, 2015 through October 31, 2016	\$26.258
Year 3: November 1, 2016 through October 31, 2017	\$26.838
Year 4: November 1, 2017 through October 31, 2018	\$27.483
Year 5: November 1, 2018 through October 31, 2019	\$28.211
Extension: November 1, 2019 through April 1, 2020	\$29.263

**COMPLEMENTARY PARATRANSIT  
AND ROUTE DEVIATION SERVICES AGREEMENT**

THIS COMPLEMENTARY PARATRANSIT AND ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 9<sup>th</sup> day of January, 2015 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the "Authority"), and **UNITED WAY OF UTAH COUNTY**, a Utah corporation, whose principal place of business is 148 North 100 West, Provo, UT 84601, (hereinafter referred to as "Contractor.")

**RECITALS**

WHEREAS, the Authority, as the provider of fixed-route, rail, and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, is responsible for providing ADA complementary paratransit service;

WHEREAS, the Authority desires to engage the Contractor to provide ADA Complementary Paratransit and Route Deviation Services on the Authority's behalf in its Southern Service Area to include Utah County;

WHEREAS the Contractor is willing and able to provide paratransit service upon the terms and conditions hereinafter set forth;

**AGREEMENT**

NOW, THEREFORE, on the stated premises, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Services to be Performed by Contractor. Contractor shall provide ADA Complementary Paratransit and Route Deviation Services in Utah County in full accordance with the terms of this Agreement, specifically including but not limited to the Terms of Compensation, Scope of Services attached as Exhibits hereto (see Paragraph 25 for a complete list of Exhibits attached to and incorporated into this Agreement), and in full accordance with all other terms and conditions set forth in the Authority's Request For Proposals UT-14-12TH (the terms and conditions of which are incorporated herein).

In providing said ADA Complementary Paratransit and Route Deviation Services, Contractor agrees to adhere to the procedures, standards, fare collection and billing system set forth in Service Standards and Payment Adjustments, 5310/5311 Reporting, Reporting Forms, Driver Manifests, Incident/Accident Report Form, Vehicle Requirements, Equal Employment Opportunity Policy, Drug and Alcohol Policy, Monthly Operating Report, and the National Transit Database Report. Contractor also agrees to adhere to the Federal pass-through requirements, to the extent applicable, as set forth in attached United States of America Department of Transportation Federal Transit Administration Master Agreement. Contractor further agrees to comply with the terms of the DHS Contract for Services Provided by a Governmental Entity between the Authority and the Division of Services for People with Disabilities, attached hereto. The parties hereby acknowledge that changes to the Scope of Services may become necessary as the result of changed conditions during

the term of this Agreement, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the Scope of Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective September 1, 2014 and terminate on August 31, 2016. At the Authority's sole option, this Agreement may be extended for up to three (3) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
  - A. This Agreement may be terminated by the Authority, with or without cause, upon the Authority providing sixty (60) days prior written notice to the Contractor. Additionally, in the event that the Authority's operating and support funds are reduced or terminated, or suspended for any reason, the Authority shall have the right to immediately modify or terminate this Agreement, without liability, by providing written notice to the Contractor. In the event this Agreement is so terminated, Contractor shall be paid for services provided through the date of termination plus its reasonable termination costs.
  - B. This Agreement may be terminated by the Authority for cause in the event that the Authority gives written notice to the Contractor of the Contractor's default with respect to a material term or condition of this Agreement and the Contractor fails to cure such default within 15 days after receiving written notice from the Authority.
4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively-bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax or payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
5. Compensation of Contractor.
  - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments between the parties pursuant to Exhibit A-1 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.
  - B. Subject to Paragraph 5.C. below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the



properly submitted monthly service records and invoice (as detailed in Exhibit C of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.

- C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5.C. include, but are not limited to, the following:
1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Services" set forth in Exhibit B.
  2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the "Records and Reporting Forms" set forth in Exhibit C, and required by the "Scope of Services" set forth in Exhibit B.
  3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the manner of work performed by the Contractor or to modify the "Scope of Services" set forth in Exhibit B (provided that any such changes that increase the Contractor's costs in performing work shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).

6. Insurance. The CONTRACTOR shall procure at its own expense insurance acceptable to UTA as described herein and shall maintain such insurance in full force and effect during the entire Term of this Agreement. Insurance shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by UTA and authorized to do business in the State of Utah.

Certificates of insurance shall be delivered to UTA prior to the Effective Date of this Contract.

a. Workers' Compensation Insurance

The CONTRACTOR shall, and shall cause its subcontractors of all tiers to, provide at its own expense workers' compensation insurance to cover full liability under the workers' compensation laws of the State of Utah and at the statutory limits required by laws of the State of Utah.

b. Commercial General Liability Insurance

The CONTRACTOR shall provide at its own expense Commercial General Liability (CGL) insurance on an "occurrence basis," including, insurance for operations, independent contractors, products/completed operations, liability for the property of others in the care, custody and control of the Contractor, and contractual liability specifically designating the indemnity provisions of this Agreement as an insured contract on the certificate of insurance. Such CGL insurance must be endorsed with a broad form property damage endorsement

(including completed operations) and afford coverage for explosion, collapse, and underground hazards.

The Commercial General Liability insurance must be in limits not less than the following:

- 1) \$4,000,000.00      General Aggregate.
- 2) \$2,000,000.00      Products-Completed Operations Aggregate.
- 3) \$2,000,000.00      Personal and Advertising Injury.
- 4) \$2,000,000.00      Each Occurrence.
- 5) \$5,000.00          Medical Expense (any one person).

The aggregate loss limit must be on a per project basis. The policy must include products and completed operations extended coverage for a minimum of five years following final acceptance. If the CONTRACTOR's CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the CONTRACTOR may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the CONTRACTOR. Any such excess insurance must be at least as broad as the CONTRACTOR's primary insurance.

The CGL insurance certificate must state that the policy has been endorsed to name UTA, the State of Utah, Utah Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees as additional insureds. From time to time, other additional insureds may be required to be added to the CGL insurance.

Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs and similar items. The deductibles, self-insured retentions, self-insurance costs and similar items for the insurance policies required by this Agreement may not exceed \$10,000.00.

c. Automobile Liability Insurance

The CONTRACTOR shall, and shall cause its subcontractors of all tiers to, provide at their own expense automobile liability insurance for claims arising from the ownership, maintenance, or use of motor vehicles at, upon, or away from the Project Site. The automobile liability insurance must cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

- \$1,000,000.00      Combined Single Limit Bodily Injury and Property Damage  
Per Occurrence.

The automobile liability insurance certificate must state that the policy has been endorsed to name UTA, the State of Utah, Utah Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees as additional insureds. From time to time, additional insureds may be required to be added to the automobile liability insurance.

d. General Insurance Requirements

i. Cooperation

The CONTRACTOR shall cooperate fully with and provide any information or record requested by UTA or its insurance representative(s) regarding all aspects of the CONTRACTOR's insurance program, including enrollment, claims, audit, and safety procedures, as required by UTA. If the CONTRACTOR fails or delays in any material respect in reporting such required information to UTA or its insurance representative, UTA may suspend payment until the CONTRACTOR complies.

ii. Certificates of Insurance

Prior to commencing the Work, the CONTRACTOR will deliver to UTA a certificate of insurance with respect to each policy required to be provided under this Agreement.

iii. Renewal Policies

The CONTRACTOR shall promptly deliver to UTA a certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to UTA.

iv. Endorsements and Waivers

All general and automobile liability insurance policies required to be provided by the CONTRACTOR or any subcontractor hereunder shall contain or be endorsed to contain the following provisions (1) through (5); and all workers' compensation and employer's liability policies are to contain or be endorsed to contain the following provision (4) and (5):

- 1) Insurance coverage will be primary insurance with respect to the additional insureds (and their respective members, directors, officers, employees, agents, and consultants). Any insurance or self-insurance maintained by an additional insured (or its members, directors, officers, employees, agents, and consultants) will be excess of such insurance and will not contribute with it;
- 2) Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, will not affect coverage provided to the additional insureds (and their respective members, directors, officers, employees, agents and consultants);
- 3) The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- 4) Insurance policies will include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, and agents); and
- 5) Each policy shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to

UTA. Such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.

v. Waivers of Subrogation

CONTRACTOR waive all rights of subrogation against UTA, the State of Utah, the Department of Human Services, and the Division of Services for People with Disabilities, and against their respective members, directors, officers, employees, agents, and consultants for any claims arising under this Agreement or the services provided hereunder.

vi. Support of Indemnification Obligations

The insurance coverage provided hereunder by the CONTRACTOR must support, but is not intended to limit, the CONTRACTOR's and UTA's indemnification obligations under this Agreement.

vii. Prosecution of Claims

Unless otherwise directed by UTA in writing, the CONTRACTOR shall be responsible for reporting and processing all potential claims by UTA or the CONTRACTOR against the insurance required to be provided under this Contract. The CONTRACTOR agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of UTA, whether for defense or indemnity or both. The Utah Transit Authority agrees to promptly notify the CONTRACTOR of UTA's incidents, potential claims, and matters which may give rise to an insurance claim by UTA, to tender its defense or the claim to the CONTRACTOR, and to cooperate with the CONTRACTOR as necessary for the CONTRACTOR to fulfill its duties hereunder. The CONTRACTOR shall report all claims against any of the policies identified in this Contract immediately to UTA Claims and Insurance Department.

7. Indemnification The Contractor shall defend, hold harmless and indemnify the Authority, the State of Utah, the Department of Human Services, the Division of Services for People with Disabilities, and their officers and employees (collectively, the "Indemnified Parties") from and against any loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which are caused in whole or in part by the Contractor's acts, omissions, failure to act, or negligence of the Contractor's officers agents, volunteers, or employees, except where the claim arises out of the sole negligence of an Indemnified Party.

- a. Definition of the Term "Claim." As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
- b. Defense of Suits Brought Upon Claims. Contractor shall defend all suits brought upon a claim and pay all incidental costs and expenses including attorney's fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which an Indemnified Party perceives that its interests are not being protected by the Contractor or where

the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of an Indemnified Party. In the latter situation, the Contractor shall notify the Indemnified Parties within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of an Indemnified Party. In the event the Contractor fails to notify the Indemnified Parties within this timeframe, the Contractor shall defend and indemnify the Indemnified Parties even if the claim arises out of the sole negligence of an Indemnified Party. The participation in the defense of a claim by an Indemnified Party does not relieve the Contractor of any obligation under this Contract. However, if an Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel except where the Indemnified Party retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of the Indemnified Party. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of the Indemnified Party, the Contractor shall reimburse the Indemnified Party for all costs including attorney's fees incurred by such Indemnified Party.

c. Expenses incurred by the Authority which are subject to the indemnification provisions of this Paragraph 7 include, but are not limited to, the following:

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement.
2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the ADA Complementary Paratransit and Route Deviation Services called for under this Agreement.

8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the ADA Complementary Paratransit and Route Deviation Services performed pursuant to this Agreement including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1 and C-2). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.

- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
- B. The Contractor shall deliver to the Authority all original records specific to service delivery which include (but are not limited to) original driver's manifest, service concern forms, customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall relinquish all Authority records, and

shall maintain employee and non-Authority controlled records under this Agreement for a period of no less than seven (7) years following the expiration or termination of this Agreement. The Contractor may not make copies of any of the Authority original records without prior approval. No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or services provided under this Agreement at any time.

- C. The Contractor agrees to not use the names and addresses of paratransit riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
  - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients of the services to be provided under this Agreement, and the Contractor hereby agrees to cooperate in informing all such applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in Paragraph 9.7 of the "Scope of Services" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.
10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 262-2857, then by following the instructions as listed in Exhibit B, Scope of Services, Paragraphs 9.8 and 9.9, respectively, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibit F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of the services as provided in this Agreement, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the services the Contractor is obligated to perform under this Agreement without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the services as provided in this Agreement, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People

with Disabilities may not be subcontracted under this Agreement.

12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the services called for under this Agreement, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances. Without in any way limiting the breadth of the obligations set forth in this paragraph, Contractor hereby specifically agrees, covenants and warrants as follows:
  - A. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d and all rules and regulations promulgated thereunder.
  - B. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et. seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612, and all rules or regulations promulgated pursuant to such laws.
  - C. The Contractor shall comply with, and assure that all services performed under this Agreement comply with all applicable federal, state and local environmental laws, rules and regulations.
  - D. The Contractor shall not discriminate against any employee or applicant for employment with Contractor on the basis of race, color, age, creed, sex, or national origin and shall comply with the Authority's Equal Employment Opportunity (EEO) Policy attached hereto as Exhibit E. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, creed, sex or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of UTA's EEO Policy.
  
13. Representations and Warranties of Contractor. In conjunction with the services to be provided by Contractor pursuant to this Agreement, the Contractor makes the following representations and warranties:
  - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.
  - B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee,

gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
  
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The Contractor must submit a copy of their substance abuse policy with their proposal. The obligation specified in this paragraph shall obligate Contractor to:
  - A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
  - B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
  - C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
  - D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
  
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's services under this Agreement. The proposed training program shall describe the length of classroom and on-road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. The Contractor must submit a copy of their operator training curriculum with their proposal, and upon request submit all training materials. Unless otherwise expressly stated in this Paragraph 17, all



costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this paragraph, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Paragraph 7 of Exhibit B and Paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions of the Authority's policies and procedures however, this shall not be construed as to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.
- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority or who does not meet the criteria established under UTA's contract with the Division of Services for People with Disabilities

(DSPD). Upon hire, and as described in Utah Code 61A-5-103.5 for direct service by Utah Transit Authority drivers (and Contractors), the Contractor shall research the driving record, BCI level criminal history record, complete background check under the State of Utah including the Child and Adult abuse record check, of all prospective employees, or upon allegations of an existing employee providing service under this Agreement and have the findings available to the Authority upon request. The cost of the record check shall be borne by the Contractor. The current cost of this service is approximately \$38.00.

- 1) Upon written request from the Authority, the Contractor shall provide the Authority with the results, and materials related to or supporting such results, of any investigation of the background or conduct of an employee of Contractor..
- F. Motor Vehicle driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1<sup>st</sup>. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
- G. The Contractor shall be annually review sign and comply with the DSPD Code of Conduct in addition to the DHS Code of Conduct which can be found at the following website: [http://www.hsofo.utah.gov/services\\_contract\\_info.htm](http://www.hsofo.utah.gov/services_contract_info.htm). Services shall only be provided in transit vehicles, as defined in Utah Code § 17B-21-802. The Contractor shall train employees on the Legal rights of Persons with Disabilities including Human Rights as found in Utah Administrative Code R539-3, abuse, neglect and exploitation and mandatory reporting laws, confidentiality, the Authority and DSPD's policy, philosophy and mission. The Contractor must train employees on the provisions of the law, included but not limited to the Americans with Disabilities Act (ADA), that regulates the services provided pursuant to this agreement.
- H. The Contractor shall protect the confidentiality of the Authority's records. The Contractor acknowledges the Authority has sole ownership of any rider records, driver information associated with service provision, driver manifest, customer complaint information and vehicle inspection, performance information. All such records are deemed "protected records" under the Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et. seq., and the Contractor shall not disclose or share any of this information without prior authorization from the Authority including during any State, or Federal Audit proceedings. .
- I. The Contractor shall cooperate in all UTA, DSPD, DHS Protective Service, or Police Department Investigations until the investigation is complete and a determination and resolution are made with regard to the allegations. The Contractor shall immediately notify the Authority when a person receiving service to this Contract, or another individual on behalf of the person, alleges abuse, neglect or exploitation. If an allegation of abuse, neglect or exploitation is made against a member of the Contractor's staff, the Contractor shall not allow that staff member to have any contact with the Person until the investigation is

complete and the staff member is exonerated. The Contractor must provide the Authority with any documentation including investigative records requested by the Authority

17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training, and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
  - A. In the performance of the services called for in this Agreement, the Contractor will use the vehicles listed in Exhibit B-3 which will be provided to the Contractor by the Authority. In addition, the Contractor shall upon request, dedicate additional vehicles to be used for the services provided under this Agreement. The Contractor shall be responsible for additional vehicles needed to meet demand and capacity constraints for the services provided hereunder. The Contractor will attempt to maximize the usage of the Authority's vehicles in service at all times. To meet the existing demand, the Contractor in the Southern Area shall initially be required to provide 10 accessible Paratransit vehicles with a minimum wheelchair capacity of five (5), similar to the vehicle configuration of UTA's paratransit fleet which is a weight capacity of 800 lbs, lift dimensions of 33.5 inches wide by 53 inches in length. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
  - B. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing services under the terms of this Agreement.
  - C. In the event that the Contractor uses its own vehicles to perform the services set forth in this Agreement, such vehicles shall conform to the standards specified in Exhibit D. Use of vehicles which fail to meet specifications, without prior written authorization and agreement, shall be grounds for a reduction in payment, up to 100 percent, for each substandard vehicle hour or trip cost for which compensation is requested under the terms of Exhibit A.
  - D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority

provided that costs of such services are prorated in accordance with the provisions set forth in Exhibit A.

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C. Failure to manually and electronically record the correct arrival time and departure time for both pick-up and drop-off for each trip, odometer reading (mileage), appropriate information for trips not provided for various reasons (no show, no show but transported, late trip, missed trip, etc.), the correct fare payment (including application of Medicaid sticker with incorrect month of service) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Dispute Resolution. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. Neither party may bring a legal action to enforce the terms of this Agreement without first engaging in non-binding mediation. Pending final resolution of a dispute, including mediation and litigation, unless otherwise directed by the Authority in writing, Contractor shall proceed diligently with performance of its obligations under the Agreement subject to UTA's continuing performance of its obligations under the Agreement.
23. Governing Law and Venue. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect. A legal action to enforce the terms of this Agreement may only be brought in the Third District Court in Salt Lake County, Utah.
24. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
25. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
26. Incorporation. This Agreement and Exhibits in its entirety, the RFP, and contractor's proposal are incorporated herein and made a part hereof by this reference. The exhibits to this Agreement are as follows:

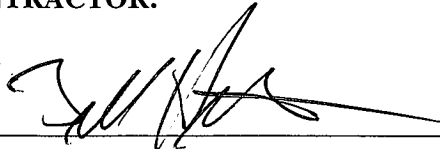
- Exhibit A: Terms of Compensation
- Exhibit A-1: Service Standards and Payment Adjustments
- Exhibit A-2: Federal Transit Administration Master Agreement
- Exhibit A-3: DHS Contract for Services Provided by a Governmental Entity
- Exhibit B: Scope of Services
- Exhibit B-2: Southern Service Area, Service Days and Hours, Fare & Inter-County Transfer Location
- Exhibit B-4: Southern Service Area Project Vehicles
- Exhibit B-5: Spill Response & Reporting Standard Operating Procedures
- Exhibit B-6: Engine Idling Standard Operating Procedures
- Exhibit C: Records and Reporting Forms
- Exhibit C-1: Driver Manifest
- Exhibit C-2: Route Deviation Manifest and Reports,
- Exhibit C-3: Route Deviation Maps & Public Schedule
- Exhibit D: Vehicle Maintenance Procedures
- Exhibit D1: 3,000 Mile "E" Inspections (4)
- Exhibit D2: 6,000 Mile "D" Inspections (4)
- Exhibit D3: 12,000 Mile "C" Inspections (4)
- Exhibit D4: 24,000 Mile "B" Inspections (4)
- Exhibit D5: 75,000 & 150,000 Mile #4 Supplement Inspection
- Exhibit E: Reaffirmation of Utah Transit Authority's Equal Employment Opportunity Policy
- Exhibit F: UTA Drug and Alcohol Policy Statement
- Exhibit G: Demand Responsive Paratransit Monthly Report Form
- Exhibit H: National Transit Database Reporting Forms
- Exhibit I: Annual NTD S-10 & R-30 Reports
- Exhibit I-1: Service Concern Form & Additional Trip Form

- Exhibit J: Radio Cancellation Log
- Exhibit K: Service Point and Community Access SOP
- Exhibit L: UTA Liquidated Damages Form

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

**CONTRACTOR:**

**UTAH TRANSIT AUTHORITY**

By: 

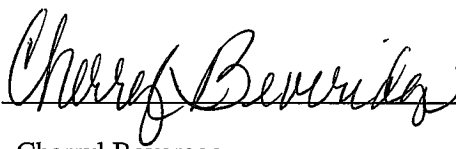
By: 

Name:  
Title:



Michael A. Allegra  
General Manager

David H. Goeres, PE  
Chief Safety Officer

By: 

Cherryl Beverage  
Special Services General Manger

Approved as to Form

  
\_\_\_\_\_  
UTA Legal Counsel



Southern  
Service Area

Hourly Rate

Year 1: November 1, 2014 through October 31, 2015	<u>\$25.00</u>
Year 2: November 1, 2015 through October 31, 2016	* <u>          </u>
Year 3: November 1, 2016 through October 31, 2017	* <u>          </u>
Year 4: November 1, 2017 through October 31, 2018	* <u>          </u>
Year 5: November 1, 2018 through October 31, 2019	* <u>          </u>
Route Deviation	<u>\$18.75 per hour (pull out to pull in)</u>

\*= For years 2-5, pricing will be increased by 1% or on inflation rates based on the September Bureau of Labor Statistics CPI-U West, Class B/C, for all item less food and energy, whichever is greater.

**3. Dedicated Vehicles Operated with Contractor-Provided Vehicles**

From time to time, the Authority may request that the Contractor operate service with Contractor-provided vehicles to augment the Authority-provided fleet. If the Contractor is able to supply vehicles (see Exhibit D for minimum vehicle specifications), dedicated vehicle service, utilizing Contractor-provided vehicles, shall be provided at a per vehicle hour rate with a guaranteed in-service time of a minimum of one (1) month. The hourly rates for dedicated vehicles service operated with Contractor-supplied vehicles are as follows:

Northern/Southern Service Area

Hourly Rate with Contractor

Year 1: November 1, 2014 through October 31, 2015	<u>\$26.00</u>
Year 2: November 1, 2015 through October 31, 2016	* <u>          </u>
Year 3: November 1, 2016 through October 31, 2017	* <u>          </u>
Year 4: November 1, 2017 through October 31, 2018	* <u>          </u>
Year 5: November 1, 2018 through October 31, 2019	* <u>          </u>

\*= For years 2-5, pricing will be increased by 1% or on inflation rates based on the September Bureau of Labor Statistics CPI-U West, Class B/C, for all item less food and energy, whichever is greater.





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Hal Johnson

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Change Order-On Call Maintenance Task Order #92-On-Route Bus Charging Equipment, Phase 2 (Stacy and Witbeck)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract Change Order</b>
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute a change order with Stacy and Witbeck Inc. for the construction of a high powered bus charger for the Park City Electric Bus project. The total cost of the task order is \$223,420.
<b>BACKGROUND:</b>	In 2015, UTA won a grant to purchase five battery-electric buses (Low-No grant 1). Two buses would serve the University of Utah three buses would be used on Route 2 to the University of Utah. In 2018 Park City Transit and UTA as a subrecipient were selected to receive a Low-No grant to purchase two battery-electric buses to connect to Park City (Low-No grant 2). Both routes will start at the Salt Lake Central Station. To support both projects and have additional back up capacity, two high powered chargers are needed. In addition to the grants from FTA, UTA received a grant from Rocky Mountain Power (RMP) for charging infrastructure to help construct the chargers. RMP is also providing the transformer, as well as power service feed from 600 West to the chargers at no direct cost to UTA. UTA purchased the charging equipment for the Low-No grant 2 charger under an earlier change order to New Flyer. There are many benefits of having identical charging equipment for both chargers, including ease of troubleshooting and maintenance.
<b>DISCUSSION:</b>	UTA staff is proposing to move forward with a Task Order with Stacy and Witbeck to assemble and install the second charger. Stacy and Witbeck installed the first charger for Low-No grant 1 and has the most knowledge of the site conditions. In constructing the first charger, Stacy and Witbeck encountered nine unmarked UTA conduits under the sidewalk where the charger was placed. Stacy Witbeck managed not to cut or impact any of the UTA conduits that were encountered. Using Stacy and Witbeck helps reduce the risk of damaging existing UTA infrastructure. RMP has requested that the work be completed by the end of 2019 in order to receive the \$500,000 incentive. Cost and price analysis showed the proposed price from Stacy and Witbeck to be fair and in line with other work performed for UTA.

<b>CONTRACT SUMMARY:</b>	Contractor Name: Stacy and Witbeck Inc.	
	Contract Number: 16-1846 TP	Existing Contract Value: \$34,677,908
	Base Contract Effective Dates: 12-30-2016 – 12-31-2019	Extended Contract Dates:
	Amendment Amount: \$223,420	New/Total Amount Contract Value: \$34,891,328
	Procurement Method: UTA pool contract	Funding Sources: Grant, UTA, and RMP
<b>ALTERNATIVES:</b>	RMP has given UTA an incentive award for the charging infrastructure. RMP has requested that the work on the charging infrastructure be completed by the end of 2019. Without moving forward with the charging infrastructure contract, UTA would not receive the incentive award.	
<b>FISCAL IMPACT:</b>	The project is included in the UTA Capital Budget under the Park City No Low Grant.	
<b>ATTACHMENTS:</b>	Task Order #92 On-Route Bus Charging Equipment Phase 2 Contract	





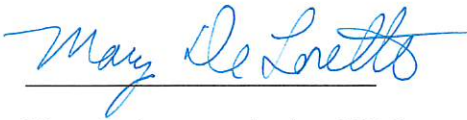
Memo for File

**In-Scope Determination**

**Contract: On-call Maintenance Contract, Contract # 16-1846TP, Task Order #92**

I have evaluated the content of this task order and also the scope of work described in the master task ordering contract and have made the determination that this Task Order # 92 is within the scope of work contemplated and described by the contracting parties when they executed the original master task ordering contract.

Signed:



Date 11/21/19

Mary DeLoretto, Acting CSDO

Or

Grey Turner, Acting Director



# Stacy and Witbeck

September 9, 2019

Mr. Hal Johnson  
Manager of Project Development  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101

Reference: On Call Services  
Contract No: 16-1846TP

Subject: 19-629 – Electric On-Route Bus Charging Equipment at SLC Central Station – Phase 2

Dear Hal:

We are pleased to provide the attached cost estimate to construct the second phase of the on-route bus charging equipment at SLC Central Station per the construction drawings revised 8/22/2019. We look forward to constructing this project for UTA at a mutually agreed upon schedule.

#### Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Sales Tax on Permanent Materials
- Off haul of contaminated Materials
- Water Leaks from caulk jointed water lines

#### Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Assumes the heated sidewalk remove and replace area matches the actual heated zone.

**Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$36,280.00** – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

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1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

# Stacy and Witbeck

**Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$4,380.00** – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

**Bid Item 3000 – Permits and Regulatory Approvals – 1 LS – Total \$2,640.00** – This bid item includes the cost to obtain a noise permit from Salt Lake County to perform work at night, building permit, and driveway permit from Salt Lake City.

**Bid Item 4000 – Contractors Temporary Facilities and Equipment – 1 LS – Total \$8,490.00** – This bid item includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

**Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total \$5,540.00** – This bid item includes the cost for traffic and pedestrian control within the project site.

**Bid Item 9000 – Construction Survey and Layout – 1 LS – Total \$1,715.00** – This bid item includes the cost for construction layout survey.

**Bid Item 10000 – Mobilization – 1 LS – Total \$5,480.00.00** – This bid item includes the cost for mobilizing heavy equipment to and from the project site and final project cleanup.

**Bid Item 20100 – Remove PCC Pavement – 9 SY – \$145.00 Per SY – Total \$1,305.00** – This bid item includes saw cutting, removal and haul off 12-inch concrete pavement. Provisions have been made to double cut the PCCP to preserve a clean concrete edge to pour concrete back against.

**Bid Item 20200 – Remove Concrete Curb and Gutter – 20 LF – \$35.00 Per LF – Total \$700.00** – This bid item includes saw cutting, removal and haul off concrete curb and gutter.

**Bid Item 20300 – Remove Concrete Sidewalk – 39 SY – \$64.00 Per SY – Total \$2,496.00** – This bid item includes saw cutting, removal and haul off concrete sidewalk.

**Bid Item 30300 – Secondary PVC Conduit – 100 LF – \$53.00 Per LF – Total \$5,300.00** – This bid item includes furnish and installation of 2-inch and 1.5-inch PVC conduit between the EVC cabinets and Pantograph. Conduit will not be installed per plan but instead adjusted into a joint trench to minimize PCCP removal and replacement. Included is the cost to place spoils in the designated area on site.

**Bid Item 30500 – Power Cabinet Foundation/Vault – 1 EA – Total \$15,595.00** – This bid item includes construction of the precast foundation. Included is the cost to place spoils in the designated area on site.

**Bid Item 30700 – ABB Charger Pole Foundation – 1 EA – Total \$13,370.00** – This bid item includes construction of the cast-in-place foundation for the Pantograph. Included is the cost to place spoils in the designated area on site.

**Bid Item 30900 – CTM Breakers and Termination – 1 LS – Total \$12,224.00** – This bid item includes furnish and install of breakers and termination within the CTM including, conduit and conductors.

# Stacy and Witbeck

**Bid Item 31000 – EVC Power Cabinet – 3 EA – \$9,530.00 Per EA – Total \$28,590.00** – This bid item includes installation and commissioning of owner provided EVC cabinets, includes conduit and conductors.

**Bid Item 31100 – Pantograph – 1 EA – Total \$39,348.00** – This bid item includes installation of owner provided pantograph including conductors and commissioning.

**Bid Item 40100 – PCC Pavement – 9 SY – \$414.00 Per SY – Total \$3,726.00** – This bid item includes construction of 12-inch concrete pavement, includes grading, 12-inch aggregate base where disturbed, dowels and joint seal.

**Bid Item 40200 – Type A Curb and Gutter – 20 LF – \$98.00 Per LF – Total \$1,960.00** – This bid item includes construction of 30-inch type A concrete curb and gutter in 4 locations, includes grading and backfill.

**Bid Item 40400 – Heated Sidewalk – 39 SY – \$412.00 Per SY – Total \$16,068.00** – This bid item includes construction of 4-inch heated concrete sidewalk, includes snow melt system and grading.

**Bid Item 40600 – Landscape Rock – 354 SY – \$20.00 Per SY – Total \$7,080.00** – This bid item includes striping and stockpiling the existing rock, remove and dispose of existing landscape fabric. Install new fabric, spread stockpiled rock along with new 1-inch Wasatch Grey for 50% of the area at 4-inches deep. This area includes the area utilized to place the contaminated soils.

**Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$11,133.00** – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$223,420.00**

If additional concrete removal and replacement is requested, unit prices for bid items 20100 and 40100 may be utilized, fee will be added to each unit rate at the mutually agreed rate listed in bid item 100000. It is assumed that the additional concrete removal and replacement will be performed at the same time as the as proposal removal and replacement, utilizing the same saw cut layout. If performed at a later date unit rates will need to be negotiated.

If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager

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1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

09/03/2019

6:54

19-629

Elec Bus Charging @ Central - Phase 2

\*\*\* Maverick Gibbons, MG

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	36,280.00	36,280.00
2000	Safety Program & Administration	1.000	LS	4,380.00	4,380.00
3000	Permits & Fees	1.000	LS	2,640.00	2,640.00
4000	Contractors Temporary Facilities & Equipment	1.000	LS	8,490.00	8,490.00
5000	Traffic & Pedestrian Control	1.000	LS	5,540.00	5,540.00
9000	Survey	1.000	LS	1,715.00	1,715.00
10000	Mobilization	1.000	LS	5,480.00	5,480.00
20100	Remove PCCP	9.000	SY	145.00	1,305.00
20200	Remove Curb	20.000	LF	35.00	700.00
20300	Remove Sidewalk	39.000	SY	64.00	2,496.00
30300	2 and 1.5 inch Conduit - Secondary	100.000	LF	53.00	5,300.00
30500	Power Cabinet Foundation	1.000	EA	15,595.00	15,595.00
30700	ABB Charger Pole Foundation	1.000	EA	13,370.00	13,370.00
30900	CTM Breakers/Termination	1.000	EA	12,224.00	12,224.00
31000	Install EVC's	3.000	EA	9,530.00	28,590.00
31100	Install Pantograph	1.000	EA	39,348.00	39,348.00
40100	Concrete Pavement 12 inch	9.000	SY	414.00	3,726.00
40200	Conc Curb & Gutter 30 inch Type A	20.000	LF	98.00	1,960.00
40400	Heated Concrete Sidewalk 4 inch	39.000	SY	412.00	16,068.00
40600	Restore Landscape Rock/Fabric	354.000	SY	20.00	7,080.00
Bid Subtotal					\$212,287.00
100000	Fee (5.25%)	1.000	LS	11,133.00	11,133.00
Bid Total $\Longrightarrow$					\$223,420.00





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Acting Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Acting Chief Service Development Officer

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>CMAQ/STP/TAP WFRC Concept Report Submittals for the Ogden/Layton Urbanized Area (Weber and Davis Counties)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Grant Opportunity</b>
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	The Wasatch Front Regional Council (WFRC) programs Federal Highway Congestion Mitigations/Air Quality (CMAQ), Surface Transportation Program (STP) and Transportation Alternatives Program (TAP) funds each year. CMAQ and STP funds are being programed for use in 2026, and TAP funds for 2021.
<b>DISCUSSION:</b>	<p>UTA has submitted a letter of intent to apply for several projects, and will submit full applications (concept reports) by December 12<sup>th</sup> for the projects listed below.</p> <ol style="list-style-type: none"><li>1. Ogden City is submitting a CMAQ application with our support for operating funds for the Ogden-WSU bus rapid transit project, equal to anticipated fares for three years. Supporting this is our first priority.</li><li>2. Edvalson Street Roundabout on Weber State University Campus – STP<ul style="list-style-type: none"><li>o \$1,000,000 total project cost: \$932,300 Federal + \$67,700 WSU match</li><li>o A roundabout on Edvalson will allow local UTA routes to serve campus without using the residential streets, benefiting UTA Operations, WSU and residents.</li></ul></li><li>3. On-Route Electric Bus Charging Infrastructure – CMAQ<ul style="list-style-type: none"><li>o \$1,500,000 total project cost: \$1,398,450 Federal + \$101,550 UTA match</li><li>o One on-route charger at Ogden Central to support electrification of the Ogden-WSU BRT project and other future electric buses.</li></ul></li><li>4. Bus Stop Improvements – STP<ul style="list-style-type: none"><li>o \$525,000 total project cost: \$489,457 Federal + \$35,543 UTA match</li><li>o This would construct/upgrade 15 or more bus stops, including ADA/shelter pads, and shelters, benches and other amenities as warranted.</li></ul></li><li>5. On-Board Technology System – UTA’s Mobile Data Devices – STP<ul style="list-style-type: none"><li>o \$5,000,000 cost for entire UTA system: \$300,000 Federal + \$700,000 federal that we are applying for in other urbanized areas and \$4,000,000 UTA match.</li></ul></li></ol>

	<ul style="list-style-type: none"> <li>○ UTA’s current Mobile Data Computer system is at its end of useful life. UTA’s Technology team has established a project to replace the system.</li> </ul> <p>Additionally,</p> <ul style="list-style-type: none"> <li>- UDOT is submitting a CMAQ request for Traffic Signal Priority corridors with UTA participation. UTA will pay \$5,755 in match for the \$85,000 cost of installing required equipment on 50 buses.</li> </ul>
<b>ALTERNATIVES:</b>	UTA could chose to submit all, some, or none of the projects listed.
<b>FISCAL IMPACT:</b>	<ol style="list-style-type: none"> <li>1. Ogden-WSU BRT Operations support – Match required for this request is covered by the rest of the operational costs that UTA already plans to incur with the launch of the Ogden-WSU project. If granted, these funds will offset fares on the project for three years, increasing ridership.</li> <li>2. Edvalson Street Roundabout on WSU Campus – WSU has committed to pay the match for this project, and is helping with the concept design and cost estimates. UTA will help WSU and UDOT manage the project, with no expenses to UTA anticipated.</li> <li>3. On-Route Electric Bus Charging Infrastructure – UTA has budgeted for the Ogden-WSU BRT project, and those funds could most likely be used as match for this source as well. UTA will also seek private partnership funding with Rocky Mountain Power.</li> <li>4. Bus Stop Improvements – Match for this application would need to be included in a future budget for the year the funds are awarded. If awarded this grant, UTA’s funds are substantially leveraged, allowing improvement of many more bus stops across the system.</li> <li>5. On-Board Technology System – UTA’s Mobile Data Devices – UTA’s Technology team has identified funds drawing from IT projects within the adopted 5-year capital plan to replace the system. This request would allow some of those identified funds to be used for other critical needs, such as radio and other technology projects.</li> </ol>
<b>ATTACHMENTS:</b>	None



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Sponsored Fare Agreement with Ogden City for the Ogden Trolley (Route 601 Circulator Bus Service)</b>	
<b>AGENDA ITEM TYPE:</b>	<b>Fare/Service Request Approval</b>	
<b>RECOMMENDATION:</b>	Approve and authorize the Executive Director to execute a contract with Ogden City for reimbursement to UTA in the amount of \$72,328 for the Ogden Trolley circulator bus service.	
<b>BACKGROUND:</b>	UTA and Ogden City have an agreement where UTA provides circulator bus service connecting the Ogden FrontRunner Station and Downtown Ogden at approximately 20-minute intervals. Under the terms of this contract, no fare revenue will be collected from the rider on this route because it is sponsored by the City.	
<b>DISCUSSION:</b>	<p>Sponsored fare pricing has historically been calculated by estimating ridership and multiplying it by the base fare rate. However, the pricing approach for this sponsored fare agreement is focused on recovering 25% of the operating costs. It costs UTA \$289,313 to operate the service. Ogden City will be billed 25% of this amount which is \$72,328 to cover the fare revenue.</p> <p>By the execution of this contract UTA can continue to serve the riders of the route 601 free of cost to them and has the potential to attract new riders. This service is a valuable economic development tool for the City and its local partners.</p>	
<b>CONTRACT SUMMARY:</b>	Contractor Name: Ogden City	
	Contract Number: 19-F0055	Existing Contract Value: \$28,969
	Base Contract Effective Dates: August 11, 2019 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount:	New/Total Amount Contract Value: \$ 72,328 in reimbursement to UTA
	Procurement Method: N/A	Funding Sources: Local

<b>ALTERNATIVES:</b>	Not providing sponsored fare could result in a possible reduction in ridership. UTA has a good relationship with the City of Ogden and desires to strengthen it.
<b>FISCAL IMPACT:</b>	\$72,328 in revenue reimbursement to UTA. The full operating cost of this service is \$289,313 and is included in the Mt. Ogden Service Unit's 2020 budget proposal.
<b>ATTACHMENTS:</b>	1) Service Agreement

## SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1<sup>st</sup> day of January, 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as “City”.

### RECITALS:

A. UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

### AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1<sup>ST</sup> day of January, 2020, and run through the 31<sup>st</sup> day of December, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Trolley Service. UTA agrees to provide trolley service (the “Service”) on the route described in Attachment 1. The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue. The trolley route will connect Downtown Ogden City with the Ogden FrontRunner Station at approximately 20 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes. The route shall be called “Ogden Trolley”. Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and Ogden City, with appropriate compliance with UTA’s approved Customer Information Standards guide.

3. Dates of Service. UTA will provide daily Service (Monday through Saturday) beginning Wednesday, January 1, 2020 and continuing through Thursday, December 31, 2020. UTA will provide Service on its Saturday schedule Tuesday February 18 (President’s Day), Monday May 25 (Memorial Day), Saturday July 4 (Independence Day), Friday July 24 (Pioneer Day), Monday September 7 (Labor Day) and Friday, November 27, (Black Friday) 2019. UTA will not provide the Service on Tuesday January 1 (New Year’s Day), Thursday November 26, (Thanksgiving Day) and Friday December 25 (Christmas Day) 2020.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City agrees to pay UTA the sum of seventy-two thousand three hundred and twenty-eight dollars (\$72,328) to provide the Service. UTA shall invoice the City for the Service in one instalment of seventy-two thousand three hundred and twenty-eight dollars (\$72,328) in November 2020. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

8. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:  
Ogden City  
ATTN:

If to UTA:  
Utah Transit Authority  
ATTN: Amanda Burton  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

14. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OGDEN CITY

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

Attest:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andres Colman  
Regional General Manager

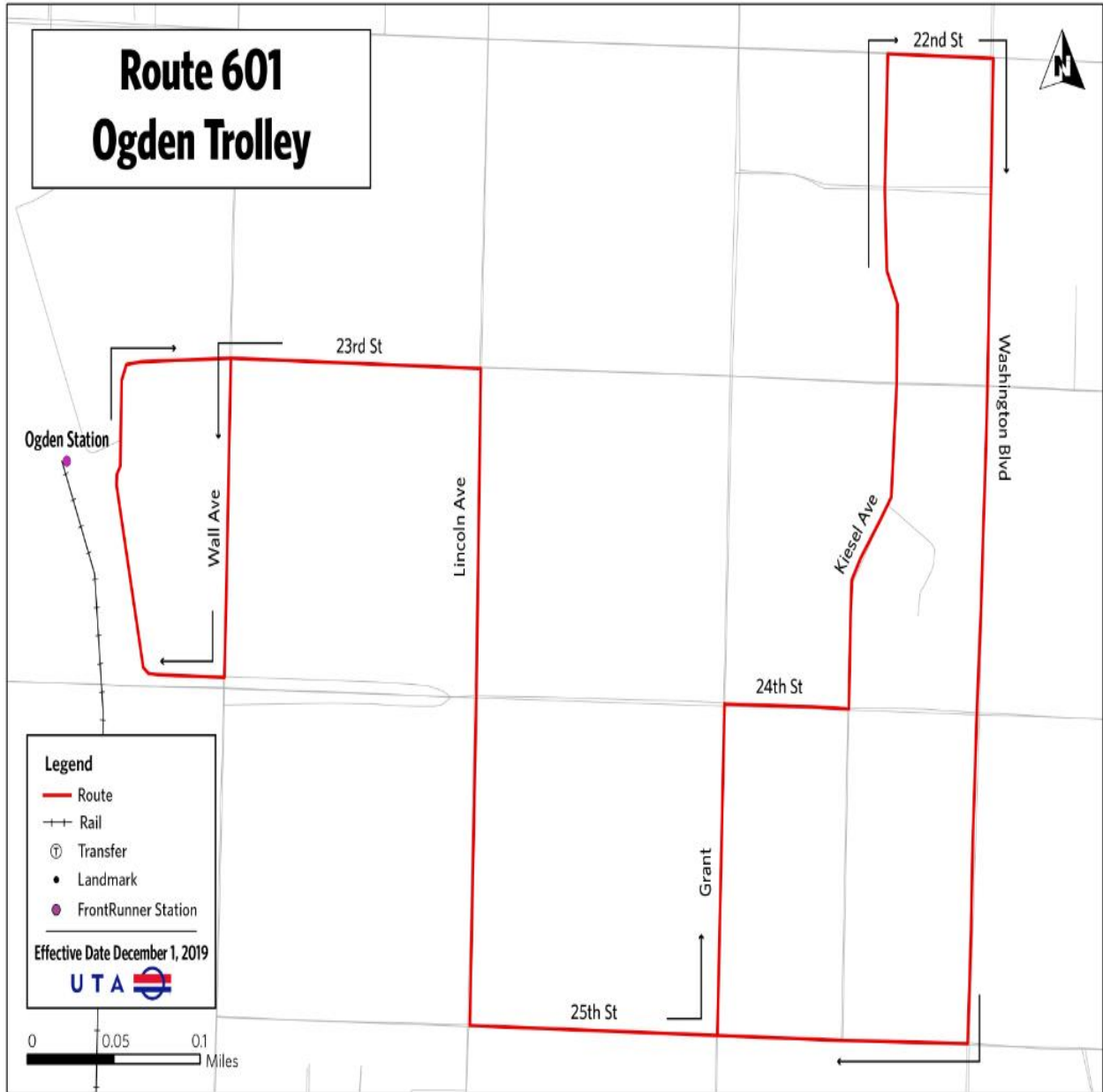
Approved As To Form:

Approved As To Form:

\_\_\_\_\_  
Ogden City Attorney

\_\_\_\_\_  
UTA Compliance Officer

ATTACHMENT 1 TO SERVICE AGREEMENT







# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Sponsored Fare Agreement with Layton City Corporation for the Midtown Trolley</b>	
<b>AGENDA ITEM TYPE:</b>	<b>Fare/Service Request Approval</b>	
<b>RECOMMENDATION:</b>	Approve and authorize the Executive Director to execute a contract with Layton City Corporation for reimbursement to UTA in the amount of \$159,158 for bus service connecting Layton and Clearfield Frontrunner stations.	
<b>BACKGROUND:</b>	UTA and Layton City Corporation have an agreement where UTA provides bus service connecting Layton and Clearfield FrontRunner Stations at approximately 30-minute intervals. Under the terms of this contract, no fare revenue will be collected from the rider on this route because it is sponsored by the City.	
<b>DISCUSSION:</b>	Sponsored fare pricing has historically been calculated by estimating ridership and multiplying it by the base fare rate. However, the pricing approach for this sponsored fare agreement is focused on recovering 25% of the operating costs. It costs UTA \$636,631 to operate the service. Layton City Corporation will be billed 25% of this amount which is \$159,158 to cover the fare revenue.	
<b>CONTRACT SUMMARY:</b>	Contractor Name: Layton City Corporation	
	Contract Number: 19-F0009-2	Existing Contract Value: \$154,334
	Base Contract Effective Dates: January 1, 2019 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount:	New/Total Amount Contract Value: \$ 159,158 for reimbursement to UTA
	Procurement Method: N/A	Funding Sources: Local

<b>ALTERNATIVES:</b>	Not providing sponsored fare could result in a possible reduction in ridership. UTA has a good relationship with the City of Layton and desires to strengthen it.
<b>FISCAL IMPACT:</b>	\$159,158 in revenue reimbursement to UTA. The full operating cost of this service is \$636,631 and is included in the Mt. Ogden Service Unit's 2020 budget proposal.
<b>ATTACHMENTS:</b>	1) Service Agreement

## SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1<sup>st</sup> day of January, 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and LAYTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as “City”.

### RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

### AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and run through the 31<sup>st</sup> day of December, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Trolley Service. UTA agrees to provide trolley service (the “Service”) on the route described in Attachment 1. The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue. The trolley route will connect the Layton and Clearfield FrontRunner Stations at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes. The route shall be called “Midtown Trolley”. Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and Layton City, with appropriate compliance with UTA’s approved Customer Information Standards guide.

3. Dates of Service. UTA will provide daily Service (Monday through Saturday) beginning Wednesday, January 1, 2020 and continuing through Thursday, December 31, 2020. UTA will provide Service on its Saturday schedule Thursday February 18 (President’s Day), Monday May 25 (Memorial Day), Saturday July 4 (Independence Day), Friday July 24 (Pioneer Day), Monday September 7 (Labor Day) and Friday, November 27, (Black Friday) 2019. UTA will not provide the Service on Tuesday January 1 (New Year’s Day), Thursday November 26, (Thanksgiving Day) and Friday December 25 (Christmas Day) 2020.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City agrees to pay UTA the sum of one hundred fifty-nine thousand one hundred and fifty-eight dollars (\$159,158) to provide the Service. UTA shall invoice the City for the Service in two equal installments of seventy-nine thousand five-hundred and seventy-nine dollars (\$79,579) in May and November 2020. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Recognition of Sponsors. UTA agrees to identify the sponsors of the Service on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

8. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:  
Layton City  
ATTN: Alex Jensen  
437 North Wasatch Drive  
Layton, Utah 84041

If to UTA:  
Utah Transit Authority  
ATTN: Amanda Burton  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

14. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

LAYTON CITY CORPORATION

UTAH TRANSIT AUTHORITY

\_\_\_\_\_ Date: \_\_\_\_\_  
Alex Jensen  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

Attest:  
  
\_\_\_\_\_  
Kimberly S Read, City Recorder

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andres Colman  
Regional General Manager

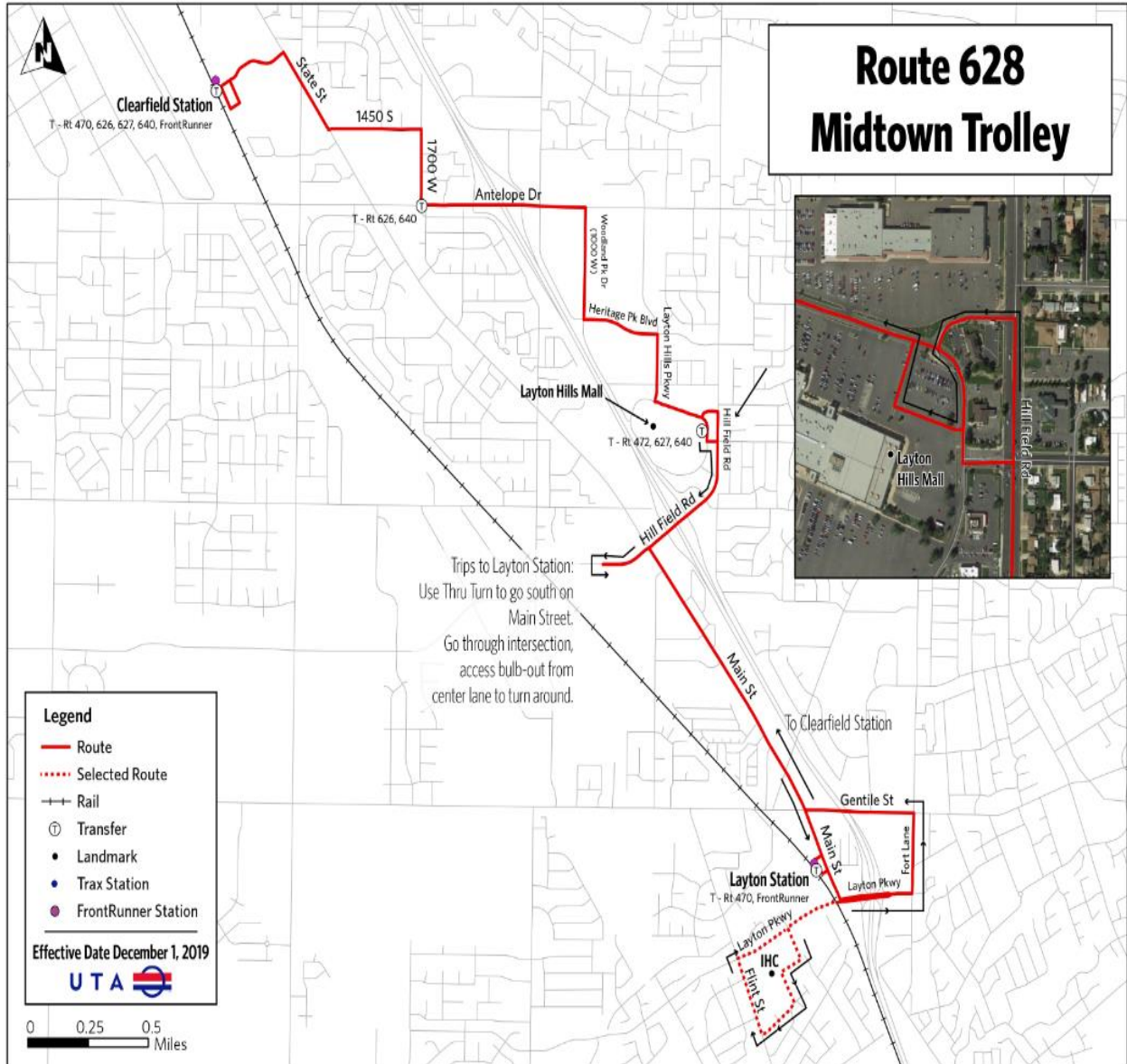
Approved As To Form:

Approved As To Form:

\_\_\_\_\_  
Gary Crane, Layton City Attorney

\_\_\_\_\_  
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Robert Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Ski Service Agreements for 2019-2020 Winter Season (Mt. Ogden Service Unit)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Service Agreement</b>
<b>RECOMMENDATION:</b>	Authorize the renewal of four Ski Bus Service Agreements with the following entities: SMGH Management/Powder Mountain; Snowbasin Resort Company, Davis County, and Morgan County.
<b>BACKGROUND:</b>	<p>The Ski Service Agreement is wherein the Resorts and/or Counties partner with UTA to fund a portion or the entirety of the operating cost of the ski bus service. In addition, the Resorts receive transit passes to be given to their authorized users. The authorized users are employees of the designated ski resort and their season pass holders. The Passes will be considered valid fare on the Service as well as connecting bus service. UTA has historically had agreements with the various ski resorts and counties including SMGH Management/Powder Mountain; Snowbasin Resort Company, and Davis County.</p> <p>UTA will invoice individually the Resorts and Counties based on the agreed contractual amount:</p> <ul style="list-style-type: none"><li>• Davis and Morgan Counties shall pay UTA the amount owed on or before January 31, 2020.</li><li>• Snowbasin, and Powder Mountain shall pay UTA the amount owed in three equal payments which shall be made on or before the last business day of each month in January, February, and March 2020.</li></ul>
<b>DISCUSSION:</b>	<p>The Ski Bus Agreements are being presented to the board as required by the UTA Board Fare Policy. The provisions of these agreements are intended to compensate UTA the following amounts:</p> <ul style="list-style-type: none"><li>• SMGH Management/Powder Mountain, Route 674<ul style="list-style-type: none"><li>○ 40% of direct operating costs or \$57,438</li><li>○ UTA agrees to provide up to seven hundred and fifty (750) electronic fare cards for distribution to Powder Mountain's employees and season pass holders. UTA agrees to accept EFC Passes as fare on UTA's ski buses for</li></ul></li></ul>

each EFC Pass holder who taps-on and taps-off pursuant to UTA's Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The cost of the EFC Passes are included in the contracted amount set forth in Paragraph 3 of the contract.

- Snowbasin Resort Company, Route 675
  - 40% of direct operating costs or \$46,296
  - UTA agrees to provide up to seven hundred and fifty (750) electronic fare cards for distribution to Snowbasin employees and season pass holders. UTA agrees to accept EFC Passes as fare on UTA's ski buses for each EFC Pass holder who taps-on and taps-off pursuant to UTA's Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The cost of the EFC Passes are included in the contracted amount set forth in Paragraph 3 of the contract.
  
- Davis County Route 677
  - Davis County 93% of direct operating costs or \$82,025
  - UTA agrees to provide up to five hundred (500) electronic fare cards for distribution to Snowbasin's employees and season pass holders. UTA agrees to accept EFC Passes as fare on UTA's ski buses for each EFC Pass holder who taps-on and taps-off pursuant to UTA's Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The cost of the EFC Passes are included in the contracted amount set forth in Paragraph 3 of the contract.
  
- Morgan County, Route 677
  - Morgan County 7% of direct operating costs or \$6,881

<b>ALTERNATIVES:</b>	The Board of Trustees could change the fare discount. However, due to the tight timeframe, this may be problematic at implementing a change before the ski season begins.
<b>FISCAL IMPACT:</b>	\$192,640 reimbursement for transit services to be provided during the 2019-2020 Ski Season.
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1) Contract: SMGH Management/Powder Mountain</li> <li>2) Contract: Snowbasin Resort Company</li> <li>3) Contract: Davis County</li> <li>4) Contract: Morgan County</li> </ol>



**RENEWAL AMENDMENT 1**  
**SKI BUS SERVICE AGREEMENT**

This amendment no. 1 is effective on the 14<sup>th</sup> day of December , 2019 (“Effective Date”), by and between Utah Transit Authority, a public transit district (“UTA”) and SMHG, a Delaware Limited Liability Company, hereinafter referred to as “Powder Mountain. (Hereinafter the “Parties”).

Whereas the Parties entered into a Ski Bus Service Agreement (hereinafter the “Agreement”) with an effective date of December 15, 2018 for bus service between Ogden Transit Center and Powder Mountain Ski Resort; and

Whereas said Agreement provided for renewal for three additional one-year terms if the Parties agree in writing by December 15<sup>th</sup> of the preceding year to any changes, if any, in the amount to be paid by Powder Mountain, the days of service and the Operating Plan, and

Whereas the Parties desire to renew the service agreement for an additional one year term from December 14, 2019 until December 14, 2020,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional one year term from December 14, 2019 through December 14, 2020.
  
2. The amount to be paid by Powder Mountain shall be increased as described below:

*The Service described is based upon the per-day direct operating cost of approximately \$1,131.00 for each regular day and \$1,881.00 for each peak day of service to Powder Mountain. Powder Mountain agrees to pay UTA the sum of fifty-seven thousand four hundred and thirty-eight (\$57,438) to provide the Service. Powder Mountain shall pay UTA the amount owed in three equal payments of nineteen thousand and five (\$19,146)*

---

3. The Days of Service shall be adjusted as described below:

*UTA shall provide the Service for 107 days (74 regular days and 33 peak days) beginning on December 14, 2019 and ending on March 29, 2020.*

---

4. The Operating Plan shall be adjusted as described below:

*No Changes*

---

All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY

POWDER MOUNTAIN SKI RESORT

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Eddy Cumins  
Chief Operating Officer

\_\_\_\_\_ Date \_\_\_\_\_

Andres Colman  
Regional General Manager

Approved as to form:

---

UTA Legal Counsel  
Michael Bell

### SKI BUS SERVICE AGREEMENT

This Ski Bus Service Agreement (“Agreement”) is effective on the 15<sup>th</sup> day of December, 2018 (“Effective Date”), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and SMHG MANAGEMENT a Delaware Limited Liability Corporation, hereinafter referred to as “Powder Mountain”.

#### RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in Weber County; and

B. Powder Mountain desires that UTA provide ski bus service to Powder Mountain and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

#### AGREEMENT:

1. Term. This Agreement shall be effective from Effective Date through March 31, 2019. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by Powder Mountain, the days of service, and the Operating Plan.

2. Ski Bus Service. UTA agrees to operate ski bus service between Ogden Transit Center, located at 2393 Wall Ave., Ogden, Utah, to Powder Mountain (hereafter, the “Service”). The route, schedule, stop locations, park and ride lot(s), and other characteristics of the Service are defined in the Operating Plan attached hereto as Exhibit A. UTA shall provide the Service for 107 days (72 regular days and 35 peak days) beginning on December 15, 2018 and ending on March 31, 2019. Powder Mountain acknowledges that weather conditions, road closures, and other issues outside of UTA’s control may result in UTA modifying the route and schedule set forth in the Operating Plan.

3. Cost and Payment. The Service described is based upon the per-day direct operating cost of approximately \$1,099.00 for each regular day and \$1,827.00 for each peak day of service to Powder Mountain. Powder Mountain agrees to pay UTA the sum of fifty-five thousand eight hundred and nine (\$55,809) to provide the Service. Powder Mountain shall pay UTA the amount owed in three equal payments of eighteen thousand six hundred and three (\$18,603) which shall be made on or before the last business day of each month in January, February, and March 2019. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than forty-five (45) days. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the Service. In the event that the Parties jointly determine that additional service is warranted, then additional service days can be scheduled on a per-day basis with the level, amount, timing and payment for the additional service to be memorialized in a separate written agreement as set forth in Paragraph 7.

4. Transit Passes. UTA agrees to provide up to seven hundred and fifty (750) electronic fare cards (“Passes”) for distribution to Powder Mountain’s employees and season pass holders (“Authorized Users”). When properly issued to Authorized Users, the Passes will be considered valid fare on the Service as well as connecting bus service. Passes are not transferrable. Powder Mountain shall provide UTA with the names of each employee and

season pass holder issued a Pass as well as the corresponding Pass number. Powder Mountain understands that Passes may only be issued to and used by Authorized Users and that Powder Mountain is prohibited from charging for the Passes in excess of what the Authorized User would pay for cash fare on the UTA system (one way fare is \$4.50). In the event any Passes are used by or distributed to anyone other than Authorized Users, UTA may revoke and confiscate the Passes. Unauthorized users using a Pass may also be subject to civil citations and criminal penalties.

5. Fares. UTA shall charge passengers using the Service its standard ski bus fare of \$4.50 for each one-way trip. This fare is subject to any system-wide fuel surcharge imposed by UTA. UTA will process transfers from its other transit services as provided for by its standard fare policies, which are located at [www.rideuta.com](http://www.rideuta.com).

6. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

8. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter the "Act"). Nothing in this Agreement shall be construed to be a waiver by UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur any liability for the negligent operation, acts, or omissions of the other party or any third party, and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

13. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

14. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof,

and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

15. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

17. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the Powder Mountain:  
Powder Mountain Resort  
ATTN: Mark Schroetel  
6965 E Powder Mountain Rd.  
Eden, UT 84310

If to UTA:  
Utah Transit Authority  
ATTN: Amanda Burton  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

18. Project Manager. The UTA Project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

19. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.


20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

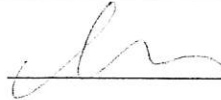
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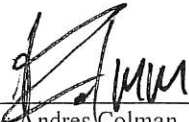
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

POWDER MOUNTAIN SKI RESORT:

  
Date 11/1/18  
By: Eddy Cumins  
Acting VP Operations, Capital & Asset Management

  
Date 10/31/2018

  
Date 10/31/18  
By: Andres Colman  
Service Delivery Manager

Approved As To Form:


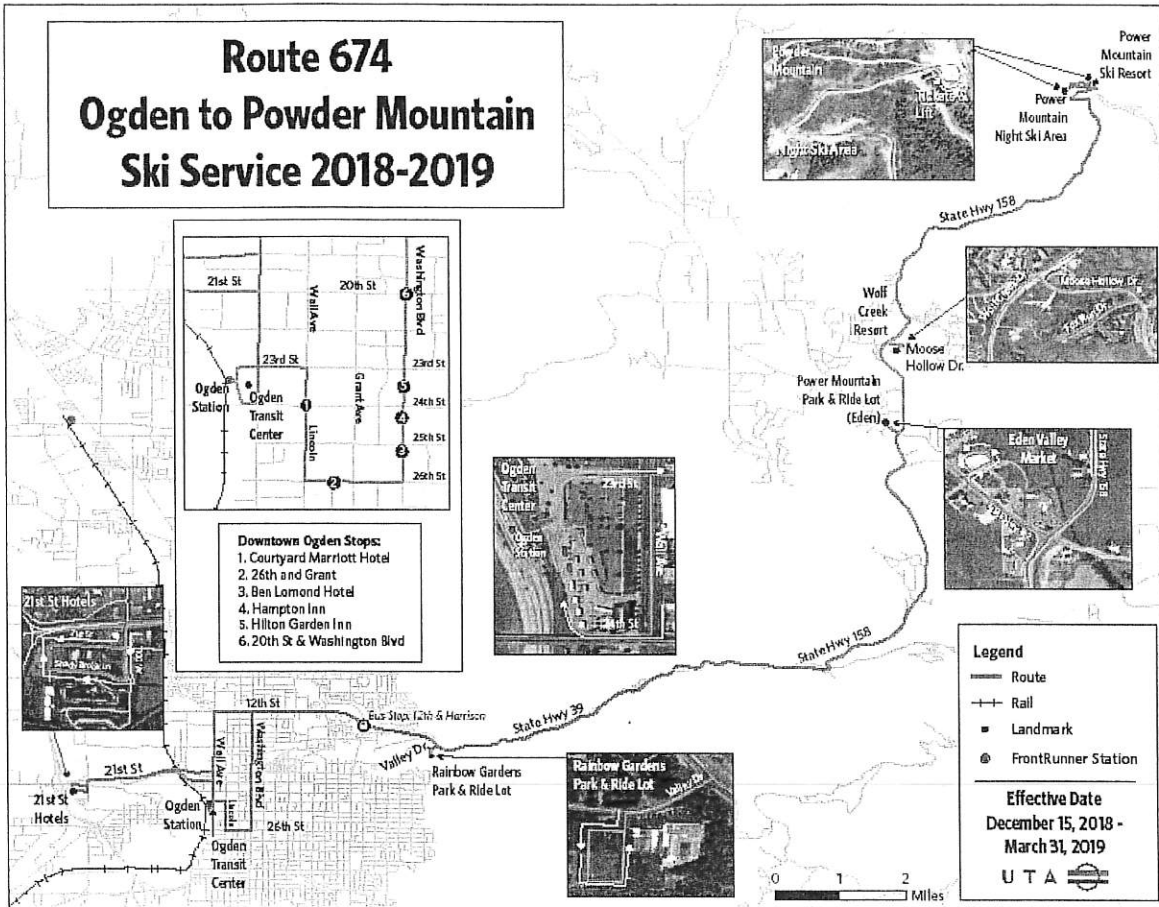
  
\_\_\_\_\_  
UTA Legal Counsel

Exhibit 1



**RENEWAL AMENDMENT 1**  
**SKI BUS SERVICE AGREEMENT**

This amendment no. 1 is effective on the 14<sup>th</sup> day of December , 2019 (“Effective Date”), by and between Utah Transit Authority, a public transit district (“UTA”) and Snow Basin Resort Company, a Wyoming Corporation, hereinafter referred to as “Snowbasin”. (Hereinafter the “Parties”).

Whereas the Parties entered into a Ski Bus Service Agreement (hereinafter the “Agreement”) with an effective date of December 15, 2018 for bus service between Ogden Transit Center and Snow Basin Ski Resort; and

Whereas the Agreement provides for renewal for three additional on-year terms if the Parties agree in writing by December 15th of the preceding year to changes, if any, to the amount to be paid by Snowbasin, the days of service, and the Operating Plan, and

Whereas the Parties desire to renew the service agreement for an additional one year term from December 14, 2019 until December 14, 2020,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional one year term from December 14, 2019 through December 14, 2020.
2. The amount to be paid by Snow Basin shall be increased as described below:

*The Service described is based upon the per-day direct operating cost of approximately \$1040.00 for each regular day and \$1,440.00 for each peak day of service to Snowbasin. Snowbasin agrees to pay UTA the sum of forty-six thousand two-hundred and ninety-six (\$46,296) to provide the Service.*

---

3. The Days of Service shall be adjusted as described below:  
*UTA shall provide the Service for 107 days (74 regular days and 33 peak days) beginning on December 14, 2019 and ending on March 29, 2020.*
-



4. The Operating Plan shall be adjusted as described below:

No Changes

---

All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY

SNOW BASIN

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Eddy Cumins  
Chief Operating Officer

\_\_\_\_\_ Date \_\_\_\_\_

Andres Colman  
Service Delivery Manager

Approved as to form:

\_\_\_\_\_

UTA Legal Counsel  
Michael Bell

**SKI BUS SERVICE AGREEMENT**

This Ski Bus Service Agreement (“Agreement”) is effective on the 15<sup>th</sup> day of December, 2018 (“Effective Date”), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and SNOWBASIN RESORT COMPANY a Wyoming Corporation, hereinafter referred to as “Snowbasin”.

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in Weber County; and

B. Snowbasin desires that UTA provide ski bus service to Snowbasin and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. This Agreement shall be effective from Effective Date through March 31, 2019. This Agreement shall be effective from Effective Date through March 31, 2019. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by Snowbasin, the days of service, and the Operating Plan.

2. Ski Bus Service. UTA agrees to operate ski bus service between Ogden Transit Center, located at 2393 Wall Ave., Ogden, Utah, to Snowbasin (hereafter, the “Service”). The route, schedule, stop locations, park and ride lot(s), and other characteristics of the Service are defined in the Operating Plan attached hereto as Exhibit A. UTA shall provide the Service for 107 days (72 regular days and 35 peak days) beginning on December 15, 2018 and ending on March 31, 2019. Snowbasin acknowledges that weather conditions, road closures, and other issues outside of UTA’s control may result in UTA modifying the route and schedule set forth in the Operating Plan.

3. Cost and Payment. The Service described is based upon the per-day direct operating cost of approximately \$983.00 for each regular day and \$1,483.00 for each peak day of service to Snowbasin. Snowbasin agrees to pay UTA the sum of forty-five thousand two-hundred and sixty-four (\$45,264) to provide the Service. Snowbasin shall pay UTA the amount owed in three equal payments of fifteen thousand and eighty-eight (\$15,088) which shall be made on or before the last business day of each month in January, February, and March 2019. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than forty-five (45) days. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the Service. In the event that the Parties jointly determine that additional service is warranted, then additional service days can be scheduled on a per-day basis with the level, amount, timing and payment for the additional service to be memorialized in a separate written agreement as set forth in Paragraph 7.

4. Transit Passes. UTA agrees to provide up to five hundred (750) electronic fare cards (“Passes”) for distribution to Snowbasin’s employees and season pass holders (“Authorized Users”). When properly issued to Authorized Users, the Passes will be considered valid fare on the Service as well as connecting bus service. Passes are not transferrable. Snowbasin shall provide UTA with the names of each employee and season pass holder issued

a Pass as well as the corresponding Pass number. Snowbasin understands that Passes may only be issued to and used by Authorized Users and that Snowbasin is prohibited from charging for the Passes in excess of what the Authorized User would pay for cash fare on the UTA system (one way fare is \$4.50). In the event any Passes are used by or distributed to anyone other than Authorized Users, UTA may revoke and confiscate the Passes. Unauthorized users using a Pass may also be subject to civil citations and criminal penalties.

5. Fares. UTA shall charge passengers using the Service its standard ski bus fare of \$4.50 for each one-way trip. This fare is subject to any system-wide fuel surcharge imposed by UTA. UTA will process transfers from its other transit services as provided for by its standard fare policies, which are located at [www.rideuta.com](http://www.rideuta.com).

6. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

8. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

13. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

14. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof,

and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

15. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

17. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the County:

Snowbasin Resort

ATTN: ~~John Loomis~~ Davy Ratchford

PO Box 46

Huntsville, UT 84317

If to UTA:

Utah Transit Authority

ATTN: Amanda Burton

669 West 200 South

Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

18. Project Manager. The UTA Project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

19. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

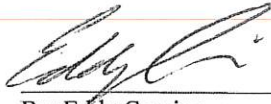
20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

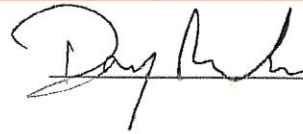
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

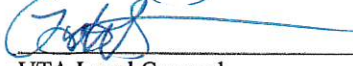
SNOWBASIN SKI RESORT:

  
Date 11/5/18  
By: Eddy Cumins  
Acting VP Operations, Capital, & Asset Management

  
Date 10.30.18

  
Date 11/5/18  
By: Andres Colman  
Service Delivery Manager

Approved As To Form:

  
\_\_\_\_\_  
UTA Legal Counsel

## EXHIBIT A

### Weber County Ski Bus Service – Operating Plan

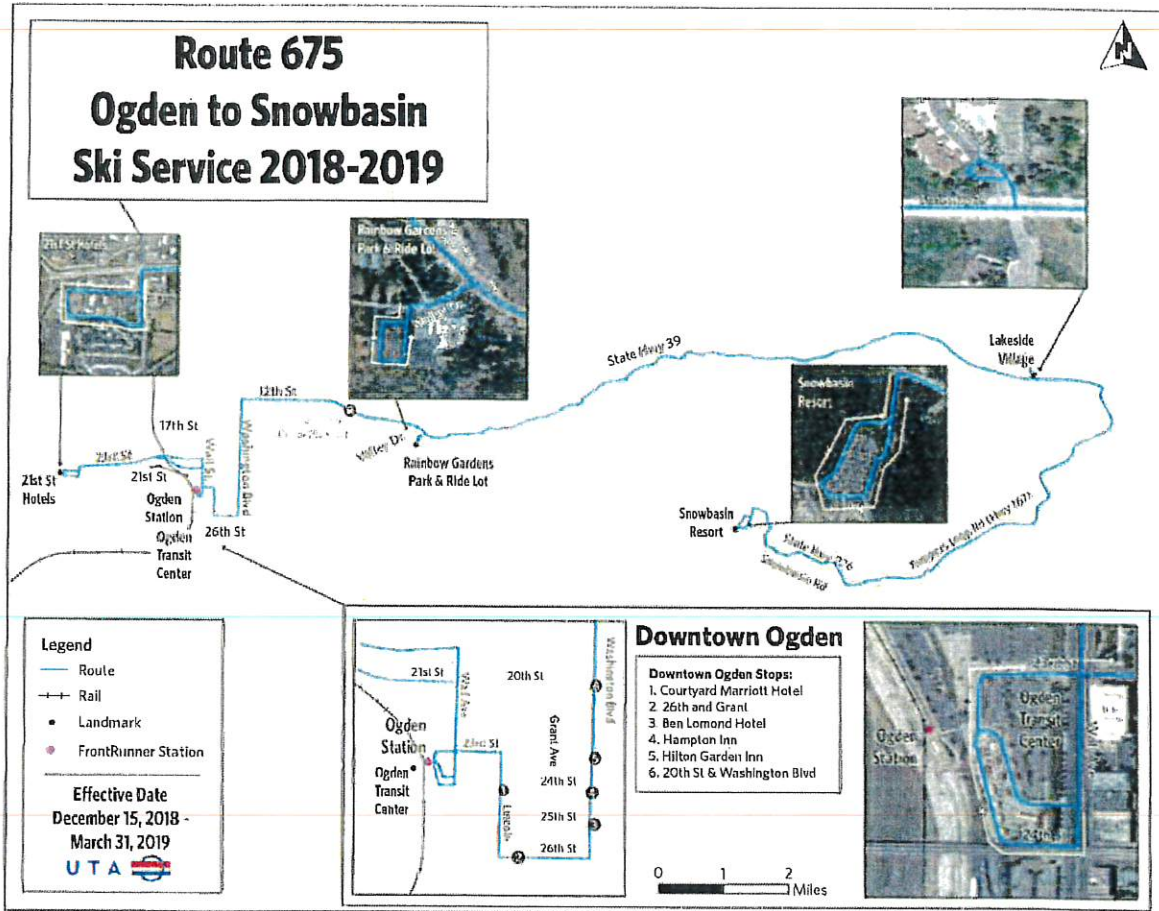
- a. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Snowbasin to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.
- b. Stops. The Ski Bus Service will stop at some or all of the following locations:
- 21<sup>st</sup> Street Hotels
  - Ogden Transit Center
  - Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
  - Ben Lomond Hotel, Washington Blvd., North/South bound, Washington Blvd.
  - Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
  - 12<sup>th</sup> Street and Washington Blvd., East/West bound
  - Lakeside Village Properties
  - Snowbasin Ski Resort

The stops are shown on Exhibit 1 hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

- c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:
- Rainbow Gardens
- d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

Exhibit 1



**SKI BUS SERVICE AND PASS DISTRIBUTION AGREEMENT**

This Ski Bus Service and Pass Distribution Agreement (“Agreement”) is effective on the 14<sup>th</sup> day of December, 2019 (“Effective Date”), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as “County”.

**RECITALS:**

- A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the County;
- B. The County desires that UTA provide ski bus service to Snowbasin Ski Resort (“Snowbasin”) and is willing to help defray the costs of such service; and
- C. The County and UTA desire to make transit passes available to encourage individuals to ride the ski bus service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

**AGREEMENT:**

- 1. Term. This Agreement shall be effective from Effective Date through March 29, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 10 of each year to changes, if any, to the amount to be paid by Davis County, the days of service, and the Operating Plan.
- 2. Ski Bus Service. UTA agrees to operate ski bus service between the Layton FrontRunner Station, located at 150 South Main St., Layton, Utah, to Snowbasin (hereafter, the “Service”). The route, schedule, stop locations, park and ride lot(s), and other characteristics of the Service are defined in the Operating Plan attached hereto as Exhibit A. UTA shall provide the Service for 107 days (74 regular days and 33 peak days) beginning on December 14, 2019 and ending on March 29, 2020. The County acknowledges that weather conditions, road closures, and other issues outside of UTA’s control may result in UTA modifying the route and schedule set forth in the Operating Plan.
- 3. Cost and Payment of Service. The Service described is based upon the per-day direct operating cost of approximately \$660.00 for each regular day and \$1,448.00 for each peak day of service to Snowbasin. The County agrees to pay UTA the sum of eighty-two thousand and twenty-five dollars (\$82,025.00) to provide the Service. The County shall pay UTA the amount owed on or before January 31, 2020. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the Service. In the event that the Parties jointly determine that additional service is warranted, then additional service days can be scheduled on a per-day basis with the level, amount, timing and payment for the additional service to be memorialized in a separate written agreement as set forth in Paragraph 7.
- 4. Fares. UTA shall charge passengers using the Service its standard ski bus fare of \$4.50 for each one-way trip. This fare is subject to any system-wide fuel surcharge imposed by UTA. UTA will process transfers from its other transit services as provided for by its standard fare policies, which are located at [www.rideuta.com](http://www.rideuta.com).



5. EFC Transit Passes.

A. EFC Passes. UTA agrees to make electronic fare card transit passes (“EFC Passes”) available to Snowbasin Employees and Season Pass Holders for use on the Service. UTA agrees to accept EFC Passes as fare on UTA’s ski buses for each EFC Pass holder who taps-on and taps-off pursuant to UTA’s Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The Passes will not be valid on any other UTA service, including, but not limited to, regular bus routes, express bus routes, paratransit, flex routes, Park City Connect, FrontRunner, TRAX, and any other service. Passes are not transferrable. Use of UTA’s transportation system is subject to the rules, regulations and ordinances promulgated by UTA at its sole discretion. UTA may implement additional rules or procedures related to the redemption and use of the EFC Passes as reasonably necessary.

B. Distribution of Passes. UTA agrees to provide up to five hundred (500) EFC Passes to the County for distribution to Snowbasin’s employees and season pass holders. The cost of the EFC Passes are included in the contracted amount set forth in Paragraph 3. The County shall provide UTA with the names of each employee and season pass holder issued an EFC Pass as well as the corresponding EFC Pass number. The County represents and warrants that it has notified Snowbasin that EFC Passes may only be issued to and used by Snowbasin’s employees and season pass holders and that Snowbasin is prohibited from charging more than \$10.00 for each Pass. In the event Snowbasin or its representatives distribute EFC Passes to anyone other than its employees and season pass holders, UTA may revoke and confiscate the EFC Passes and unauthorized individuals using an EFC Pass may also be subject to civil citations and criminal penalties.

6. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service. UTA shall refund the County the amount owed no later than 30 days after termination of this agreement.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

8. Indemnification. Both the County and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA or the County of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days’ notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney’s Fees. The defaulting party agrees to pay the non-defaulting party’s costs and reasonable attorney’s fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

13. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

14. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

15. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

17. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the County:  
Davis County  
ATTN: Randy Elliott  
61 S. Main St, Suite 304  
P.O. Box 618  
Farmington, Utah 84025

If to UTA:  
Utah Transit Authority  
ATTN: Kensey Kunkel  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

18. Project Manager. The UTA Project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

19. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Higgins, or designee.

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

DAVIS COUNTY:

\_\_\_\_\_ Date  
By: Eddy Cumins  
Chief Operating Officer

\_\_\_\_\_ Date

\_\_\_\_\_ Date  
By: Andres Colman  
Regional General Manager

ATTEST:

Approved As To Form:

\_\_\_\_\_  
Davis County Clerk/Auditor  
Date: \_\_\_\_\_

\_\_\_\_\_  
UTA Legal Counsel

## EXHIBIT A

### Davis County Ski Bus Service – Operating Plan

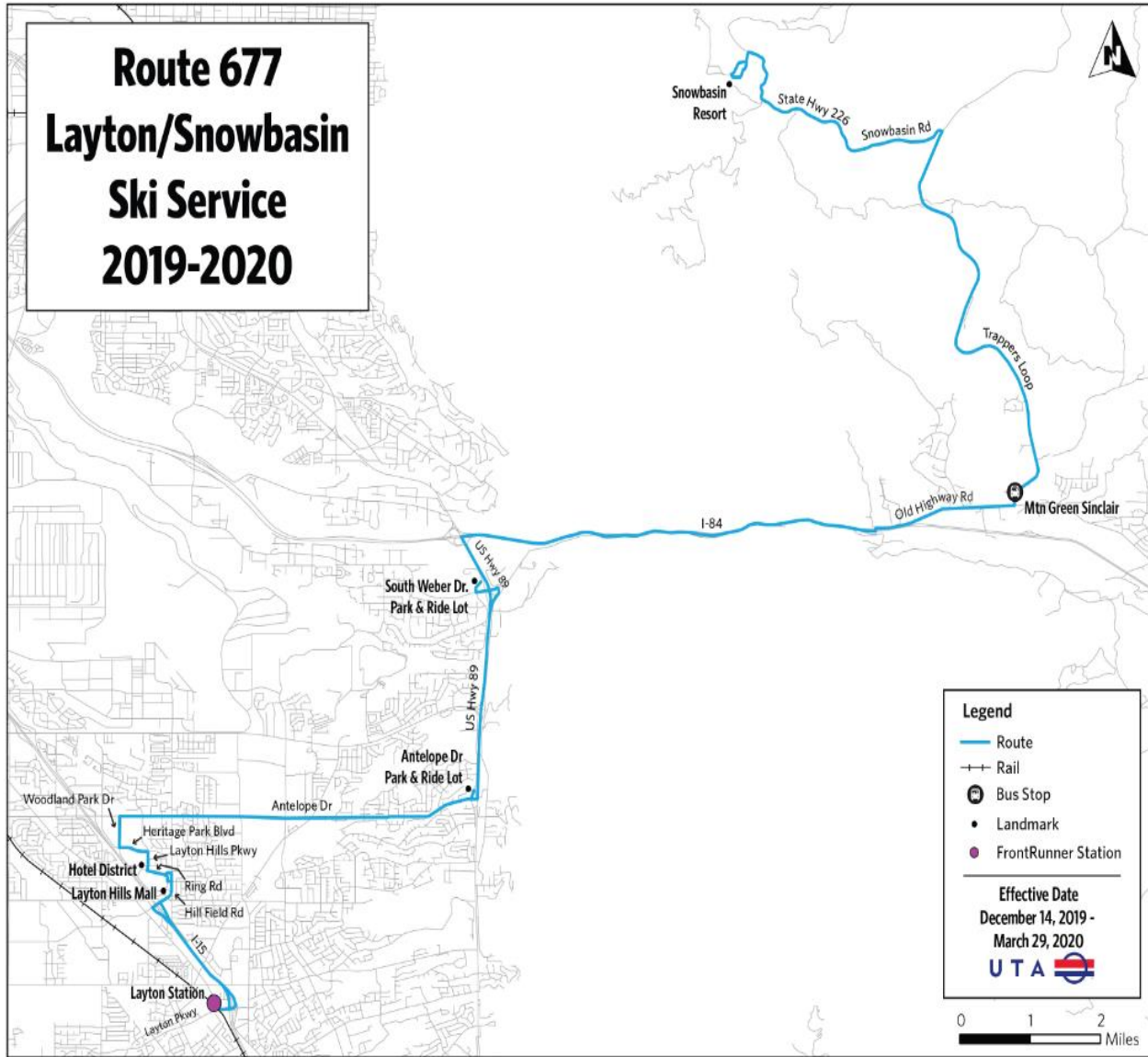
- a. Route. The Ski Bus Service will operate along one route from the Layton FrontRunner Station, terminating at Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses traveling from the ski resort to the Layton FrontRunner Station will travel the same route, in the reverse direction. The routing is depicted on Exhibit 1 hereto.
- b. Stops. The Ski Bus Service will stop at some or all of the following locations:
- Layton FrontRunner Station
  - Layton Hills Mall
  - Layton Hotel District
  - Antelope Drive and Highway 89 Park and Ride Lot
  - South Weber Park and Ride Lot
  - Mtn Green, Old Highway Rd and State Road 167 (Trappers Loop).
  - Snowbasin Ski Resort

The stops are shown on Exhibit 1 hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

- c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:
- Layton FrontRunner Station
  - Layton Hills Mall
  - Antelope Drive and Highway 89 Park and Ride Lot
  - South Weber Park and Ride Lot
- d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

Exhibit 1



## SERVICE AGREEMENT

Between

**Morgan County and Utah Transit Authority**

THIS SERVICE AGREEMENT ("Agreement") is effective on the 14<sup>th</sup> day of December 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and MORGAN COUNTY, UTAH a political subdivision of the State of Utah, hereinafter referred to as "County".

### RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service to the Wasatch recreation areas; and

B. Morgan County is a political subdivision of the State of Utah whose purposes include promoting winter recreational activities for its residents at nearby ski resorts; and

C. UTA provides additional ski bus service to Snowbasin ski resort during the ski season which passes through the town of Mountain Green located in Morgan County; and

D. County desires that UTA establish and maintain a bus stop in the town of Mountain Green and UTA is willing to accommodate such desire; and

E. The parties have determined that it is mutually advantageous to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

### AGREEMENT:

1. Term. The term of this Agreement shall commence on December 14, 2019 and shall end on the March 29, 2020. The parties agree that two additional one-year options may be exercised upon the same terms and conditions contained in this agreement.

2. Additional Bus Stop. UTA agrees to establish a bus stop in Mountain Green, Utah in order to transport additional passengers to and from Snow Basis ski resort. UTA shall be responsible for construction of the bus stop according to UTA standards.

3. Maintenance. Morgan County shall be responsible for the care and maintenance of the Mountain Green Bus Stop.

4. Dates of Service. UTA shall provide the Service for 107 days (74 regular days and 33 peak days) beginning on December 14, 2019 and ending on March 29, 2020.

5. Termination. This Agreement may be terminated with or without cause by either party by providing written notice of termination at least thirty days before December 14, 2020.

6. Consideration. County agrees to pay UTA the sum of six thousand eight hundred and eighty-one dollars (\$6,881) to provide the Service, an amount equivalent to 7.7 % of the operating costs of the ski bus service passing through Mountain Green to the ski resort. Payment shall be made on or before December 1<sup>st</sup> of each year during the term of this Agreement. Payment shall be made within 30 days of receipt of invoice. Otherwise, late charges shall accrue at the rate of 18% per annum.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

8. Immunity. Both of the parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. sections 63G-7-101 et seq. (1953, as amended) (hereinafter, the "Immunity Act"). There are no indemnity obligations between the parties under this Agreement. Subject to and consistent with the terms of the Immunity Act, each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, official, or employees. Nothing in this Agreement shall be construed to be a waiver by either party of any protections, rights, or defenses applicable under the Immunity Act, nor to waive any limits of liability currently provided by the Immunity Act or any other applicable law. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. If either party fails to timely and fully perform any of the terms and conditions of this Agreement, then the nondefaulting party may terminate this Agreement and pursue any and all available remedies upon at least fifteen (15) days' prior written notice of such default and opportunity to cure to the defaulting party.

10. Attorney's Fees. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

11. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the COUNTY:

Morgan County  
ATTN: Tina Cannon  
48 West Young St  
Morgan, Utah 84050

If to UTA:

Utah Transit Authority  
ATTN: Contract Compliance Officer  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. Contract Administrator. The UTA Contract Administrator for this Agreement shall be Mr. Trevan Blaisdell. All correspondence regarding either the technical or contractual aspects of this Agreement should be addressed to Mr. Blaisdell. The County Contract Administrator for this Agreement shall be Tina Cannon, all correspondence regarding either the technical or contractual aspects of this Agreement should be addressed to Tina Cannon or designee.

14. Compliance with Laws. Each party shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. Required Insurance Policies. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

16. Conflict Resolution. In the event of a dispute between the Parties regarding the Work or this Agreement, the parties agree (without limiting any and all other legal and equitable remedies) that a County representative will meet as soon as practical with a UTA



representative to discuss and attempt to resolve the dispute. If the parties do not agree, then the dispute shall be resolved pursuant to section 19 below.

17. Claims and Disputes. Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be resolved by good faith negotiation between successive levels of leadership, culminating with the Executive Directors. If the Executive Directors are unable to resolve the dispute, the Parties shall submit to non-binding mediation under the rules and protocols of JAMS (Judicial Mediation and Arbitration Services). If mediation is unsuccessful in resolving the issue, the dispute shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the parties shall continue to perform its obligations hereunder during the pendency of such dispute.

18. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

20. Time. Time is the essence of this Agreement.

21. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

22. Severability. If any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

MORGAN COUNTY

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Roland Haslam  
Chair, At Large

By: \_\_\_\_\_ Date: \_\_\_\_\_

Andres Colman  
Regional General Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Eddy Cumins  
Chief Operating Officer

Approved As To Form:

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_

Morgan County Attorney

Counsel for UTA



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Robert Biles, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Discount Ski Bus Pass Agreement with Visit Ogden for 2019-2020 Winter Season</b>
<b>AGENDA ITEM TYPE:</b>	<b>Revenue Contract</b>
<b>RECOMMENDATION:</b>	Authorize a 20% discount to Visit Ogden on the purchase of day transit passes for UTA's ski bus.
<b>BACKGROUND:</b>	<p>The Ski Bus Pass Distribution Agreement is wherein UTA agrees to provide day transit passes to Visit Ogden for use on the ski bus. Visit Ogden agrees to distribute Passes to Weber County hotels to sell to their guests. UTA has historically had an agreement with Visit Ogden.</p> <p>For the term of each agreement, UTA agrees to accept Passes as valid fare for each Pass holder who taps-on and taps-off. Passes will be valid for twenty-four (24) hours after the first tap. Passes will be valid on the Ski Bus Service as described in Exhibit A of the contract and connecting bus routes. Passes will not be valid on any other UTA service, including, but not limited to, non-connecting regular bus routes, express bus routes, paratransit, flex routes, Park City Connect, FrontRunner, TRAX, and any other service.</p>
<b>DISCUSSION:</b>	<p>The Ski Bus Agreements are being presented to the board as required by the UTA Board Fare Policy. Based on last season's invoices, the revenue reimbursed for transit rides from the resorts was \$2,900. UTA is estimating the value to be approximately the same for the 2019-2020 ski season.</p> <p>As part of the agreement, on or before April 12, 2020, Visit Ogden shall return all unsold Passes to UTA. UTA will invoice Visit Ogden \$7.20 for each Pass provided to Visit Ogden that is not returned to UTA by April 14, 2020.</p>
<b>ALTERNATIVES:</b>	The Board of Trustees could change the day pass value. However, due to the tight timeframe, this may be problematic at implementing a change before the ski season begins.

<b>FISCAL IMPACT:</b>	Approximately \$2,900 in reimbursement for transit fares. The estimate is based on 2018-2019 Ski Season pass sales.
<b>ATTACHMENTS:</b>	1) Contract

## PASS DISTRIBUTION AGREEMENT

This Ski Bus Service Agreement (“Agreement”) is effective on the 14<sup>th</sup> day of December, 2019 (“Effective Date”), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and Visit Ogden, a Utah non-profit corporation.

### RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in Weber County and ski bus service; and

B. Visit Ogden encourages tourists to travel to areas in and around Weber County and desires to make transit passes available to the guests of area hotels for transportation on UTA’s ski bus service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

### AGREEMENT:

1. Term. This Agreement shall be effective from Effective Date through April 14, 2019.
2. Transit Passes. UTA agrees to provide day transit passes (“Passes”) to Visit Ogden for use on the ski bus service as described in Exhibit A and connecting bus routes (the “Service”). UTA agrees to accept Passes as valid fare on the Service for each Pass holder who taps-on and taps-off pursuant to UTA’s Electronic Fare Collection Enforcement Rules. Passes will be valid for twenty-four (24) hours after the first tap. Passes will not be valid on any other UTA service, including, but not limited to, non-connecting regular bus routes, express bus routes, paratransit, flex routes, Park City Connect, FrontRunner, TRAX, and any other service. Passes are not transferrable. Use of UTA’s transportation system is subject to the rules, regulations and ordinances promulgated by UTA at its sole discretion. UTA may implement additional rules or procedures related to the redemption and use of the Passes as reasonably necessary.
3. Distribution of Passes. Visit Ogden agrees to distribute Passes to Weber County hotels (“Hotels”) to sell to their guests. Visit Ogden shall prohibit Hotels from providing a Pass to any person who has not purchased a Pass. Visit Ogden shall require Hotels to maintain a log of all Passes received from Visit Ogden and all Passes sold to guests. The obligation under the preceding sentence shall include: (a) the Hotel maintaining the unique identification number of each Pass received by Hotel; and (b) Hotel being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Visit Ogden shall prohibit Hotels from charging guests more than \$7.20 for each Pass.
4. Payment for Passes. On or before April 12, 2020, Visit Ogden shall return all unsold Passes to UTA. UTA will invoice Visit Ogden \$7.20 for each Pass provided to Visit Ogden that is not returned to UTA by April 14, 2020. UTA shall charge a one percent (1%) per month late fee on balances under this Agreement that remain unpaid forty-five (45) days from date of invoice. Visit Ogden is solely responsible for collecting payment from Hotels selling Passes to their guests.
5. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins

Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

7. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

8. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

9. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

10. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

11. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

12. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

13. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

14. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

15. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of UTA to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

16. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to VISIT OGDEN:

Visit Ogden  
ATTN: Sara Toliver  
2438 Washington Blvd.  
Ogden, UT 84401

If to UTA:

Utah Transit Authority  
ATTN: Monica Morton  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

17. Project Manager. The UTA Project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

18. Contract Administrator. The UTA Contract Administrator for this Agreement is Mr. Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Mr. Motes, or designee.

19. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

VISIT OGDEN:

\_\_\_\_\_  
Date  
By: Andres Colman  
Regional General Manager

\_\_\_\_\_  
Date  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date  
By: Eddy Cumins  
Chief Operating Officer

Approved As To Form:

\_\_\_\_\_  
UTA Legal Counsel

## EXHIBIT A

### Weber County Ski Bus Service – Operating Plan

- a. Route. The Ski Bus Service will run along two separate routes from the Ogden Transit Center, terminating at Powder Mountain Ski Resort and Snowbasin Ski Resort, as shown and depicted on the maps attached hereto. Buses travelling from the ski resorts to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.
- b. Stops. The Ski Bus Service will stop at some or all of the following locations:
- 21<sup>st</sup> Street Hotels
  - Ogden Transit Center
  - Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
  - Ben Lomond Hotel, Washington Blvd., North/South bound, Washington Blvd.
  - Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
  - 12<sup>th</sup> Street and Washington Blvd., East/West bound
  - Lakeside Village Properties
  - Moose Hollow
  - Powder Mountain Outpost
  - Powder Mountain Ski Resort, Lower Lift, Upper Parking Lot
  - Snowbasin Ski Resort

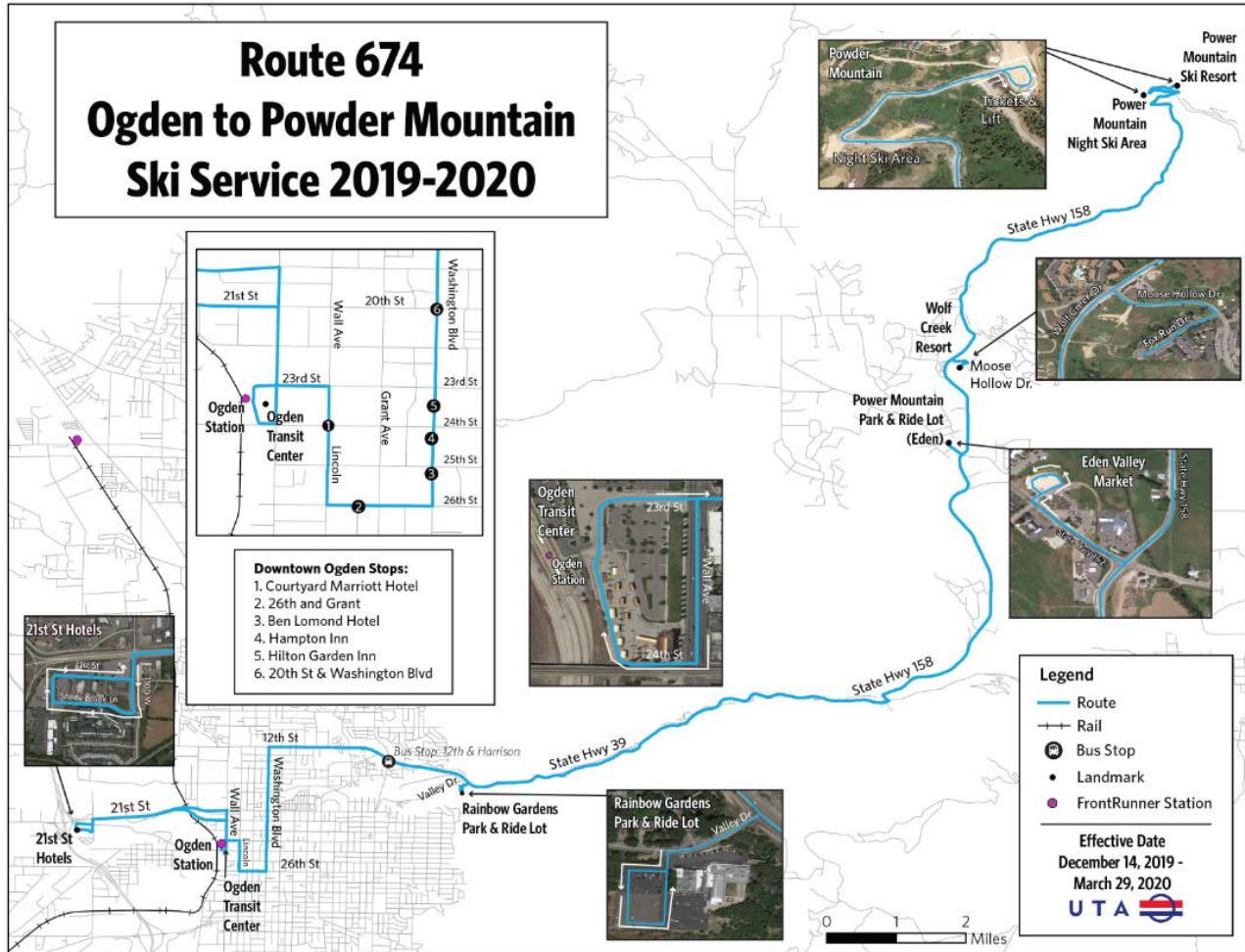
The stops are shown on Exhibit 1 hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

- c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:
- Rainbow Gardens
  - Eden Park & Ride lot, east of Valley Market (Hwy 158)
- d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.



b  
Exhibit 1



# Route 675 Ogden to Snowbasin Ski Service 2019-2020



**Legend**

- Route
- Rail
- Bus Stop
- Landmark
- FrontRunner Station

**Effective Date**  
December 14, 2019 -  
March 29, 2020

**UTA**



## Downtown Ogden

- Downtown Ogden Stops:**
1. Courtyard Marriott Hotel
  2. 26th and Grant
  3. Ben Lomond Hotel
  4. Hampton Inn
  5. Hilton Garden Inn
  6. 20th St & Washington Blvd





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Communications and Marketing Officer  
**PRESENTER(S):** Nichol Bourdeaux, Chief Communications and Marketing Officer and  
Cindy Medford, Customer Service Manager

**BOARD MEETING DATE:** December 04, 2019

<b>SUBJECT:</b>	<b>Customer Service Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational Report for Discussion
<b>BACKGROUND:</b>	Customer Service Department has six areas of responsibility for customer communication and services. There are 45 employees located at several different offices throughout the service district.
<b>DISCUSSION:</b>	<p>The board will be presented with an overview of the department processes, current KPI's and continuous improvement projects.</p> <p>Six areas of responsibility:</p> <ul style="list-style-type: none"><li>• Contact Center for information and rider education</li><li>• Customer Focus for customer feedback and support with issues</li><li>• Customer Relations Specialist for fare media sales and rider information</li><li>• Item Recovery Specialist for the retrieval, documentation and return of items found throughout the UTA service areas</li><li>• Hearing Officer and Fines Adjudication for reviewing, tracking and reporting of civil citations written by UTA police officers</li><li>• Customer Communication and Social Media Specialist for both internal and external communication about rail incidents and delays.</li></ul>
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	N/A

# MEMORANDUM TO THE BOARD



**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** December 4, 2019

<b>SUBJECT:</b>	<b>Closed Session</b>
<b>AGENDA ITEM TYPE:</b>	<b>Closed Session</b>
<b>RECOMMENDATION:</b>	Approve moving to closed session for discussion of collective bargaining and pending or reasonably imminent litigation.
<b>DISCUSSION:</b>	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purposes for this closed session are:</p> <ul style="list-style-type: none"><li>• Strategy Session to Discuss Collective Bargaining</li><li>• Strategy Session to Discuss Pending or Reasonably Imminent Litigation.</li></ul>