

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



Wednesday, September 2, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at
https://www.youtube.com/results?search_query=utaride

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, specifically Utah Code § 52-4-207(4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, September 1st will be distributed to board members prior to the meeting:
 - online at <https://www.rideuta.com/Board-of-Trustees>
 - via email at boardoftrustees@rideuta.com
 - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.
https://www.youtube.com/results?search_query=utaride

- | | |
|--|---|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent <ul style="list-style-type: none">a. Approval of August 21, 2020 Special Board Meeting Minutesb. Approval of August 26, 2020 Board Meeting Minutesc. Approval of August 26, 2020 Special Board Meeting Minutes | Chair Carlton Christensen |
| 4. Agency Report <ul style="list-style-type: none">a. Ridership Report | Carolyn Gonot |
| 5. Financial Report – July 2020 | Troy Bingham,
Brad Armstrong |
| 6. Resolutions <ul style="list-style-type: none">a. R2020-09-01 Resolution Amending the Terms and Conditions of Employment for Executive Director Carolyn Gonot | Chair Carlton Christensen |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

- b. R2020-09-02 Resolution Approving the Execution of an Interlocal Cooperation Agreement with Park City to Cooperate on the Procurement, Purchase, Operation, and Maintenance of Electric Buses and Charging Infrastructure Using Funds Awarded through the Federal Transit Administration 2018 Low No Grant Program Mary DeLoretto
- 7. Contracts, Disbursements and Grants**
- a. Contract: Rail Ticket Vending Machine (TVM) System Maintenance and Support (Scheidt and Bachmann) Dan Harmuth
- b. Contract: Board Management Software (Carahsoft Technology Corporation/Granicus) Lowell Bate, Jana Ostler
- c. Change Order: Positive Train Control (PTC) Mandatory Directive Speed Upgrades, Ogden Cab Signal Speed Upgrades, and PTC On-Call Support (Rocky Mountain Systems Services) Eddy Cumins, David Hancock
- d. Pre-Procurements Todd Mills
- i. Outsource Ticket Vending Machine Maintenance
- ii. Purchasing Card (P-card) service
- iii. Public Relations and Marketing Agency
- 8. Discussion Items**
- a. Risk Management/Insurance Program Update Dave Pitcher, Brian White and Anne Shackelford (Alliant Insurance Services)
- b. 2021-2025 Mobility Service Plan Overview Mary DeLoretto, Laura Hanson
- c. FrontRunner Strategy and Work Program Carolyn Gonot, Manjeet Ranu
- d. Potential Issuance and Sale of Sales Tax Revenue and Refunding Bonds Troy Bingham, Brian Baker (Zion's Public Finance)
- 9. Other Business** Chair Carlton Christensen
- a. Next meeting: September 23, 2020 at 9:00 a.m.
- 10. Adjourn** Chair Carlton Christensen

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

**UTAH TRANSIT AUTHORITY
ELECTRONIC BOARD MEETING DETERMINATION**

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees (“Board”) of the Utah Transit Authority (“UTA”), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person transmission of the SARS-CoV-2 virus continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on August 24, 2020, and is effective until midnight on September 23, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 21 day of August, 2020.



Carlton Christensen, Chair of the Board of Trustees

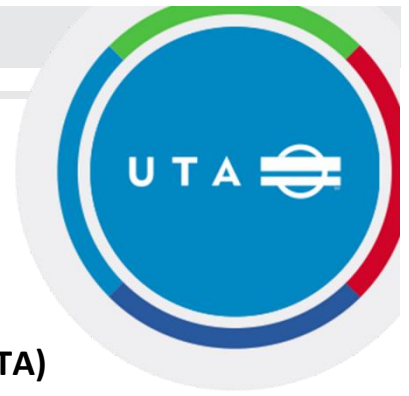


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: September 2, 2020

SUBJECT: Approval of August 21, 2020 Board of Trustees Special Meeting Minutes	
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the August 21, 2020 Board of Trustees special meeting
BACKGROUND:	A special (not regularly scheduled) meeting of the UTA Board of Trustees was held on Friday, August 21, 2020 at 12:00 p.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 open portion of the meeting is available on the Utah Public Notice Website .
ATTACHMENTS:	1) 2020-08-21_BOT_Special_Minutes_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
August 21, 2020**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also attending were Mark Burns and Jana Ostler (open portion only).

Call to Order and Opening Remarks. Chair Christensen called the meeting to order at 12:03 p.m. and welcomed attendees.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to the character, professional competence, or physical or mental health of an individual. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 12:04 p.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 1:25 p.m.

Adjourn. The meeting was adjourned at 1:26 p.m. by motion.

Transcribed by Jana Ostler
Board Manager
Utah Transit Authority
jostler@rideuta.com
801.287.2580

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials and audio located at <https://www.utah.gov/pmn/sitemap/notice/624267.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

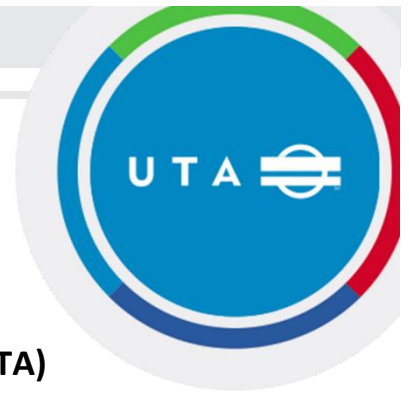


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Approval of August 26, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the August 26, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, August 26, 2020 at 9:00 a.m. 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 Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-08-26_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
August 26, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook

Board Members Excused:

Kent Millington

Also participating were members of UTA staff.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. He noted that Trustee Millington is excused from the meeting. Chair Christensen then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as appendix A to these minutes.

Public Comment. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as appendix B to the minutes of the meeting.

Safety First Minute. Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

Consent Agenda. The consent agenda was comprised of:

- a. Approval of August 12, 2020 Board Meeting Minutes

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

Agency Report.

Government Finance Officers Association (GFOA) Recognition. Carolyn Gonot, UTA Executive Director, mentioned receipt of the GFOA award for the UTA 2020 Budget Book and recognized the finance team for their outstanding work.

Alisha Garrett – Mass Transit’s 40 under 40 Recognition. Ms. Gonot acknowledged Alisha Garrett, UTA Director of Culture & Talent Development, for being selected for inclusion in Mass Transit magazine’s 40 under 40. Kim Ulibarri, UTA Chief People Officer, then detailed some of Ms. Garrett’s contributions to the agency.

Suicide Prevention Awareness. Ms. Gonot was joined by Mr. Shaw and Tina Bartholomew, UTA Rail Service Project Admin. Mr. Shaw delivered a presentation on UTA’s efforts to promote suicide prevention awareness.

Contracts, Disbursements and Grants.

Contract: Meadowbrook, Building 8 Roof Replacement (RoofTek, LLC). Eddy Cumins, UTA Chief Operating Officer, was joined by Kevin Anderson, UTA Facilities Maintenance Manager. Mr. Cumins explained the roof at Meadowbrook Building 8 is at the end of its useful life and requires replacement. He requested approval of a contract with RoofTek, LLC to replace the roof at a cost not to exceed \$250,000.

Discussion ensued. Questions on the impact on future expansion, warranty, and structural concerns were posed by the board and answered by staff.

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

Contract: S70 Light Rail Vehicle Wraps (Turbo Images). Mr. Cumins was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins indicated the existing wraps on the majority of the agency’s light rail vehicles need replacing. He asked the board to approve a contract to apply new vinyl wraps to 74 S70 light rail vehicles at a cost of \$1,219,892.

Discussion ensued. A question on whether Turbo Images is a local company was posed by the board and answered by staff.

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

Change Order: Depot District Clean Fuels Technology Center - Phase 2 – Guaranteed Maximum Price (GMP) Stage 3 Contract Amendment (Big-D Construction). Mary DeLoretto, UTA Chief Service Development Officer, was joined by David Osborn, UTA Project Manager III. Ms. DeLoretto described the change order, which includes construction of the bus maintenance building, operations/administration building, and site improvements around the new building and in the bus parking area. The cost associated with this work is \$50,351,311.

Discussion ensued. Questions on anticipated change orders for this stage, space availability for additional fueling options at the site, and potential effects of redistributing the propulsion types in UTA's vehicle portfolio were posed by the board and answered by staff.

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

Discussion Items.

Maintenance of Way (MOW) Building. Ms. DeLoretto was joined by David Hancock, UTA Director of Asset Management. Ms. DeLoretto explained the need for the MOW function to have a building where it can store material and equipment and staff's desire to retrofit the existing OK Manufacturing facility for MOW use. There is currently \$350,000 in the budget allocated for this purpose. Mr. Hancock displayed current photographs of the property and described the intended upgrades. He indicated more funding may be needed in the 2021 budget to complete the project.

Discussion ensued. Questions on current tenancy, sufficiency of square footage, total project cost, and adequacy of the location were posed by the board and answered by staff.

The board expressed support for moving forward with the renovation as presented.

2021-2025 Five-Year Capital Plan. Ms. DeLoretto provided an overview of the five-year capital planning process, reviewed proposed projects with associated costs, and outlined potential future projects.

Discussion ensued. Questions on costs included in “vehicle rehab & repair,” bonding needs, leasing plans, bonded projects, and impact of grants on the budget were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, September 2, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:14 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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/624739.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A

UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
 - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person transmission of the SARS-CoV-2 virus continues to occur in the state of Utah; and
 - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on August 24, 2020, and is effective until midnight on September 23, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 21 day of August, 2020.



Carlton Christensen, Chair of the Board of Trustees

Appendix B

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting

Received on August 25, 2020 from George Chapman:

I urge the Board of Trustees to not provide funds for the Bus Garage. UTA should not be building one giant bus garage when other parts of the County desperately need more UTA transit service and the bus garages for Sandy and West Jordan/Herriman should be built first. Running deadhead buses morning and night are not an efficient use of buses.

UTA arguments that the big bus garage is needed for efficiency is not logical (UTA says fueling at the new bus garage makes more sense than driving across the street from the old bus garage).

Future WFRC plans call for the bus garages in outlying areas so the big bus garage is not considering efficiency. Running empty buses morning and night is not defensible.

The contract for the bus garage (and the plan for capital projects with the \$25 million per year for it) is not efficient. Neither is the \$35-44 subsidy per VIA rider. The public private partnership is not financially sustainable.

Note that UTA does not have a good track record of successfully operating BRTs (the 35MAX was never successful at 3000 riders a day). The South Davis Connector and the Mid Valley BRT do not service anything like the UVX with 2 universities. UTA should provide an appropriate analysis to justify those projects. An audit should be expected.

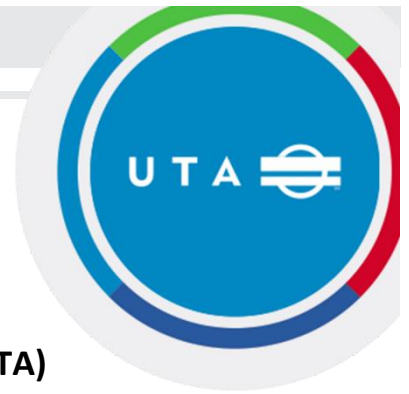


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Approval of August 26, 2020 Board of Trustees Special Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the August 26, 2020 Board of Trustees special meeting
BACKGROUND:	A special (not regularly scheduled) meeting of the UTA Board of Trustees was held on Wednesday, August 26, 2020 at 1:00 p.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 open portion of the meeting is available on the Utah Public Notice Website .
ATTACHMENTS:	1) 2020-08-26_BOT_Special_Minutes_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
August 26, 2020**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook

Board Members Excused:

Kent Millington

Also attending were members of the UTA staff and Mark Burns of the Utah Attorney General's Office.

Call to Order and Opening Remarks. Chair Christensen called the meeting to order at 1:06 p.m. and welcomed attendees.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to the character, professional competence, or physical or mental health of an individual.

A motion for a closed session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously and the board entered closed session at 1:07 p.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously and the board returned to open session at 2:12 p.m.

Adjourn. The meeting was adjourned at 2:13 p.m. by motion.

Transcribed by Jana Ostler
Board Manager
Utah Transit Authority
jostler@rideuta.com
801.287.2580

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials and audio located at <https://www.utah.gov/pmn/sitemap/notice/624271.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



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: September 2, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none">- Ridership Report



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Troy Bingham, Interim Chief Financial Officer
PRESENTER(S): Troy Bingham, Interim Chief Financial Officer
Brad Armstrong, Senior Manager Budget & Financial Analysis

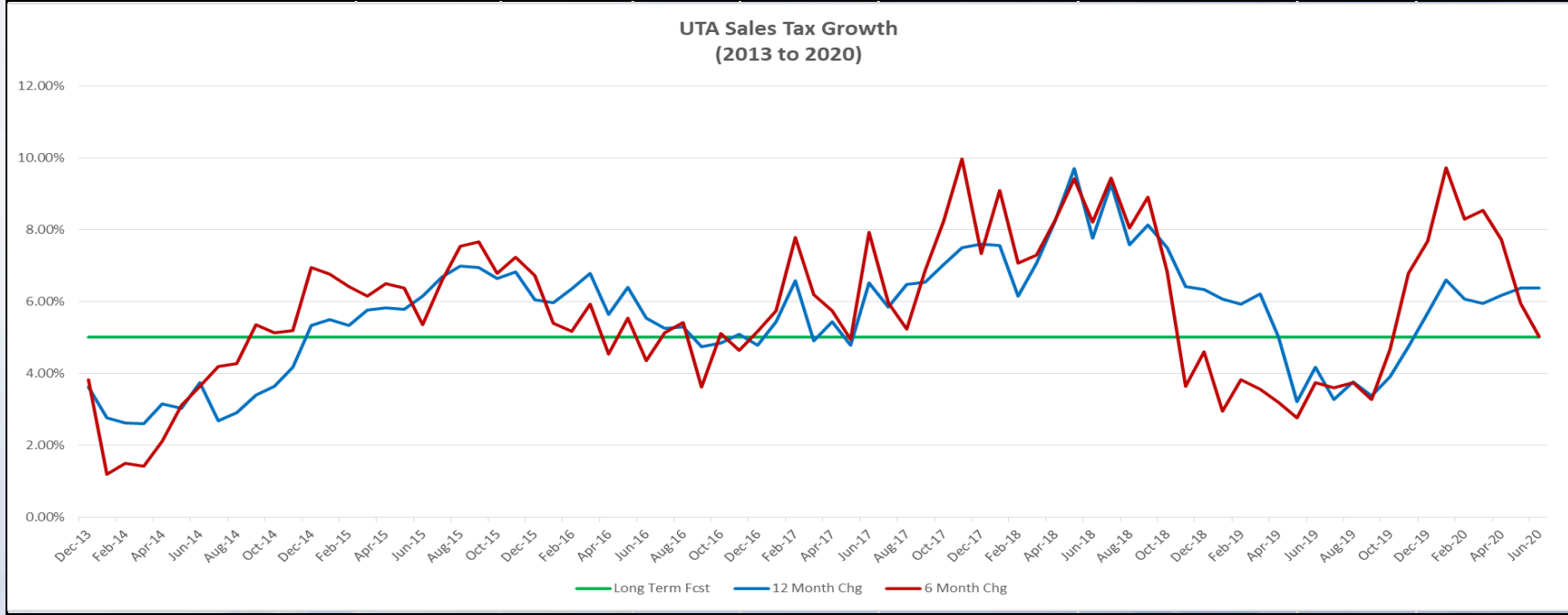
BOARD MEETING DATE: September 2, 2020

SUBJECT:	Financial Report – July 2020
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	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 July 2020 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 July Monthly Financial Statements.
DISCUSSION:	At the September 2 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections, CARES Act funding amounts, and operating expense variances and receive questions from the Board of Trustees.
ATTACHMENTS:	<ul style="list-style-type: none">• July 2020 Board Dashboard• July 2020 Monthly Financial Statements

UTA Board Dashboard

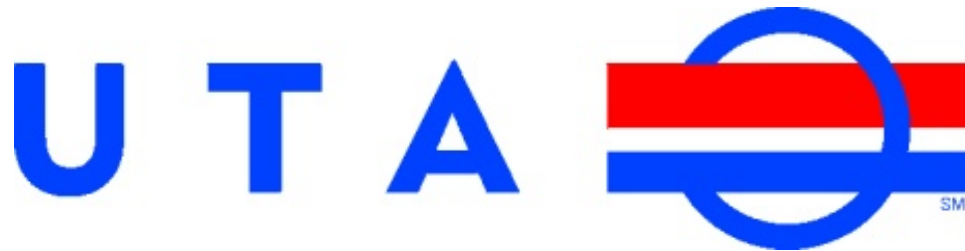
July 2020

Financial Metrics	July		Fav/ (Unfav)		YTD		Fav/ (Unfav)	
	Actual	Budget		%	Actual	Budget		%
Sales Tax (June '20 mm \$)	\$ 33.4	\$ 32.5	\$ 0.88	2.7%	\$ 167.6	\$ 166.9	\$ 0.69	0.4%
Fare Revenue (mm)	\$ 2.3	\$ 4.1	\$ (1.89)	-45.6%	\$ 21.5	\$ 31.6	\$ (10.14)	-32.1%
Operating Exp (mm)	\$ 24.0	\$ 25.8	\$ 1.89	7.3%	\$ 166.5	\$ 181.9	\$ 15.44	8.5%
Subsidy Per Rider (SPR)	\$ 15.61	\$ 5.88	\$ (9.73)	-165.5%	\$ 9.41	\$ 5.88	\$ (3.53)	-60.0%
UTA Diesel Price (\$/gal)	\$ 1.33	\$ 2.50	\$ 1.17	46.9%	\$ 1.44	\$ 2.50	\$ 1.06	42.2%
Operating Metrics	July Actual	Jul-19	F/ (UF)	%	YTD Actual	YTD 2019	F/ (UF)	%
Ridership (mm)	1.39	3.38	(2.0)	-58.9%	14.02	21.57	(7.6)	-35.0%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.39					



Utah Transit Authority
Financial Statement
(Unaudited)

July 31, 2020



KEY ITEM REPORT
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-1

	2020 YTD ACTUAL	2020 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 179,322,276	\$ 195,468,157	\$ (16,145,881)	-8%
2 Passenger Revenue	21,456,260	31,595,457	(10,139,197)	-32%
3 Other Revenue	91,671,989	50,055,977	41,616,012	83%
4 Total Revenue	292,450,525	277,119,591	15,330,934	6%
5 Net Operating Expenses	(166,478,726)	(181,914,952)	15,436,226	8%
Net Operating Income (Loss)	125,971,799	95,204,638	30,767,161	32%
6 Debt Service	90,983,392	88,058,764	(2,924,628)	-3%
7 Other Non-Operating Expenses	2,738,778	3,745,172	1,006,394	27%
8 Sale of Assets	2,243,908	-	(2,243,908)	
9 Contribution to Capital Reserves	\$ 30,005,721	\$ 3,400,702	\$ 26,605,019	782%
10 Amortization	(1,037,867)			
11 Depreciation	77,447,482			
12 Total Non-cash Items	\$ 76,409,615			

GOALS

RIDERSHIP

2019 Actual	July 2020	July 2019	Difference	2020 YTD	2019 YTD	Difference
13 44,239,223	1,390,644	3,382,065	-1,991,421	15,412,944	24,955,863	-9,542,919

OPERATING SUBSIDY PER RIDER -

	SPR
14 Net Operating Expense	\$ 166,478,726
15 Less: Passenger Revenue	- (21,456,260)
16 Subtotal	145,022,466
17 Divided by: Ridership	÷ 15,412,944
18 Subsidy per Rider	<u>\$ 9.41</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-2

BALANCE SHEET

	<u>7/31/2020</u>	<u>7/31/2019</u>
CURRENT ASSETS		
1 Cash	\$ 11,540,170	\$ 19,851,843
2 Investments (Unrestricted)	145,313,665	73,753,409
3 Investments (Restricted)	156,061,873	104,063,387
4 Receivables	59,238,729	63,848,337
5 Receivables - Federal Grants	17,918,033	37,225,363
6 Inventories	36,417,027	35,590,587
7 Prepaid Expenses	102,666	1,697,428
8 TOTAL CURRENT ASSETS	<u>\$ 426,592,163</u>	<u>\$ 336,030,354</u>
9 Property, Plant & Equipment (Net)	2,893,160,321	3,029,959,585
10 Other Assets	152,135,525	146,845,880
11 TOTAL ASSETS	<u>\$ 3,471,888,009</u>	<u>\$ 3,512,835,819</u>
12 Current Liabilities	39,777,045	49,369,693
13 Other Liabilities	24,696,785	18,341,989
14 Net Pension Liability	103,864,839	131,548,114
15 Outstanding Debt	2,453,358,851	2,395,331,232
16 Equity	850,190,489	918,244,791
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,471,888,009</u>	<u>\$ 3,512,835,819</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	30,743,614	38,391,180
19 2010 Bond Proceeds	2,449,422	
20 2018 Bond Proceeds	22,555,798	38,935,790
21 2019 Bond Proceeds	70,012,815	
22 Debt Service Interest Payable	12,399,393	11,213,925
23 Box Elder County ROW (sales tax)	6,845,322	7,396,882
24 Joint Insurance Trust	6,749,523	5,112,550
25 Davis County Escrow	1,148,440	1,215,970
26 SL County Escrow	207,633	-
27 Amounts held in escrow	2,949,913	1,797,090
28 TOTAL RESTRICTED RESERVES	<u>\$ 156,061,873</u>	<u>\$ 104,063,387</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	\$ 57,600,000	\$ 14,376,696
30 Service Sustainability Reserves	9,600,000	9,166,000
31 Capital Reserve	26,250,000	10,700,000
32 Debt Reduction Reserve	30,000,000	59,362,556
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 123,450,000</u>	<u>\$ 93,605,252</u>
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 279,511,873</u>	<u>\$ 197,668,639</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of July 31, 2020

REVENUE & EXPENSES

	ACTUAL Jul-20	ACTUAL Jul-19	YTD 2020	YTD 2019
REVENUE				
1 Passenger Revenue	\$ 2,254,877	\$ 4,359,491	\$ 21,456,260	\$ 30,866,618
2 Advertising Revenue	208,333	204,167	1,458,333	1,429,167
3 Investment Revenue	262,555	420,763	2,501,433	3,509,036
4 Sales Tax	38,702,579	27,771,903	179,322,276	168,759,949
5 Other Revenue	435,235	573,260	4,527,050	6,866,323
6 Fed Operations/Preventative Maint.	12,189,323	5,332,555	83,185,173	37,573,549
7 TOTAL REVENUE	\$ 54,052,902	\$ 38,662,139	\$ 292,450,525	\$ 249,004,642
OPERATING EXPENSE				
8 Bus Service	\$ 8,134,287	\$ 9,588,077	\$ 60,349,876	\$ 59,043,146
9 Commuter Rail	1,560,770	2,251,438	12,592,044	13,886,428
10 Light Rail	3,325,831	3,378,271	21,048,548	21,722,608
11 Maintenance of Way	1,750,523	1,416,503	10,718,483	9,992,950
12 Paratransit Service	2,093,739	1,976,354	13,051,605	12,860,665
13 RideShare/Van Pool Services	126,553	245,813	1,435,042	1,703,829
14 Operations Support	4,145,032	4,190,325	28,200,350	27,472,479
15 Administration	2,821,013	2,282,895	19,082,778	16,664,504
16 TOTAL OPERATING EXPENSE	\$ 23,957,748	\$ 25,329,676	\$ 166,478,726	\$ 163,346,609
17 NET OPERATING INCOME (LOSS)	\$ 30,095,154	\$ 13,332,463	\$ 125,971,799	\$ 85,658,033
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 464,866	\$ 633,954	\$ 2,738,778	\$ 2,807,517
19 Bond Principal	528,000	166,667	27,812,000	14,364,908
20 Bond Interest	7,464,390	7,892,473	55,738,898	55,639,930
21 Bond Interest UTCT	166,164		1,160,989	
22 Bond Cost of Issuance/Fees	184,000	10,225	1,085,750	46,925
23 Lease Cost	755,445	645,776	5,185,755	4,601,553
24 Sale of Assets	2,322,504	635,273	2,243,908	(277,220)
25 TOTAL NON-OPERATING EXPENSE	\$ 11,885,369	\$ 9,984,368	\$ 95,966,078	\$ 77,183,613
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 18,209,785	\$ 3,348,095	\$ 30,005,721	\$ 8,474,420
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,187)	(1,285,887)	(4,067,309)	(9,001,209)
28 Bond Refunding Cost Amortization	274,240	682,153	2,556,409	4,775,075
29 Future Revenue Cost Amortization	67,576	67,576	473,033	473,033
30 Depreciation	9,796,615	11,892,635	77,447,482	81,490,903
31 NET OTHER EXPENSES (NON-CASH)	\$ 9,753,244	\$ 11,356,477	\$ 76,409,615	\$ 77,737,802

ACTUAL REPORT
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-20	Jul-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 2,254,877	\$ 4,141,667	\$ (1,886,790)	-46%
2 Advertising Revenue	208,333	209,154	(821)	0%
3 Investment Revenue	262,555	552,872	(290,317)	-53%
4 Sales Tax	38,702,579	28,565,977	10,136,602	35%
5 Other Revenue	435,235	740,437	(305,202)	-41%
6 Fed Operations/Preventative Maint.	12,189,323	5,931,357	6,257,966	106%
7 TOTAL REVENUE	\$ 54,052,902	\$ 40,141,463	\$ 13,911,439	35%
OPERATING EXPENSE				
8 Bus Service	\$ 8,134,287	\$ 9,047,774	\$ 913,487	10%
9 Commuter Rail	1,560,770	2,187,412	626,642	29%
10 Light Rail	3,325,831	3,172,303	(153,528)	-5%
11 Maintenance of Way	1,750,523	1,565,556	(184,967)	-12%
12 Paratransit Service	2,093,739	2,079,220	(14,519)	-1%
13 RideShare/Van Pool Services	126,553	274,848	148,295	54%
14 Operations Support	4,145,032	4,190,118	45,086	1%
15 Administration	2,821,013	3,331,272	510,259	15%
16 TOTAL OPERATING EXPENSE	\$ 23,957,748	\$ 25,848,503	\$ 1,890,755	7%
17 NET OPERATING INCOME (LOSS)	\$ 30,095,154	\$ 14,292,960	\$ 15,802,194	111%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 464,866	\$ 550,826	\$ 85,960	16%
19 Bond Principal	528,000	36,667	(491,333)	-1340%
20 Bond Interest	7,464,390	7,647,695	183,305	2%
21 Bond Interest UTCT	166,164	166,776	612	0%
22 Bond Cost of Issuance/Fees	184,000	2,100	(181,900)	-8662%
23 Lease Cost	755,445	790,300	34,855	4%
24 Sale of Assets	2,322,504	-	(2,322,504)	
25 TOTAL NON-OPERATING EXPENSE	\$ 11,885,369	\$ 9,194,364	\$ (2,691,005)	-29%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 18,209,785	\$ 5,098,596	\$ 13,111,189	-257%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,187)			
28 Bond Refunding Cost Amortization	274,240			
29 Future Revenue Cost Amortization	67,576			
30 Depreciation	9,796,615			
31 NET OTHER EXPENSES (NON-CASH)	\$ 9,753,244			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of July 31, 2020

YEAR TO DATE

	ACTUAL Jul-20	BUDGET Jul-20	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 21,456,260	\$ 31,595,457	\$ (10,139,197)	-32%
2 Advertising Revenue	1,458,333	1,464,078	(5,745)	0%
3 Investment Revenue	2,501,433	3,987,835	(1,486,402)	-37%
4 Sales Tax	179,322,276	195,468,157	(16,145,881)	-8%
5 Other Revenue	4,527,050	5,000,040	(472,990)	-9%
6 Fed Operations/Preventative Maint.	83,185,173	39,604,024	43,581,149	110%
7 TOTAL REVENUE	\$ 292,450,525	\$ 277,119,591	\$ 15,330,934	6%
OPERATING EXPENSE				
8 Bus Service	\$ 60,349,876	\$ 63,760,669	\$ 3,410,793	5%
9 Commuter Rail	12,592,044	15,225,324	2,633,280	17%
10 Light Rail	21,048,548	22,237,888	1,189,340	5%
11 Maintenance of Way	10,718,483	10,853,089	134,606	1%
12 Paratransit Service	13,051,605	14,492,773	1,441,168	10%
13 RideShare/Van Pool Services	1,435,042	1,923,888	488,846	25%
14 Operations Support	28,200,350	29,386,777	1,186,427	4%
15 Administration	19,082,778	24,034,543	4,951,765	21%
16 TOTAL OPERATING EXPENSE	\$ 166,478,726	\$ 181,914,952	\$ 15,436,226	8%
17 NET OPERATING INCOME (LOSS)	\$ 125,971,799	\$ 95,204,638	\$ 30,767,161	32%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,738,778	\$ 3,745,172	\$ 1,006,394	27%
19 Bond Principal	27,812,000	25,736,667	(2,075,333)	-8%
20 Bond Interest	55,738,898	55,587,077	(151,821)	0%
21 Bond Interest UTCT	1,160,989	1,164,622	3,633	0%
22 Bond Cost of Issuance/Fees	1,085,750	38,300	(1,047,450)	-2735%
23 Lease Cost	5,185,755	5,532,098	346,343	6%
24 Sale of Assets	2,243,908	-	(2,243,908)	
25 TOTAL NON-OPERATING EXPENSE	\$ 95,966,078	\$ 91,803,936	\$ (4,162,142)	-5%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 30,005,721	\$ 3,400,702	\$ 26,605,019	-782%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(4,067,309)			
28 Bond Refunding Cost Amortization	2,556,409			
29 Future Revenue Cost Amortization	473,033			
30 Depreciation	77,447,482			
31 NET OTHER EXPENSES (NON-CASH)	\$ 76,409,615			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5A

As of July 31, 2020

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jul-20	Jul-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 1,415,161	\$ 1,688,707	\$ 484,298	16%
2 Chief Communications and Marketing Officer	4,927,444	6,233,084	2,186,435	21%
3 Chief Finance Officer	7,405,763	7,789,715	1,477,392	5%
4 Chief Operating Officer	136,457,764	145,867,466	30,154,502	6%
5 Chief People Officer	3,834,141	4,710,313	1,549,073	19%
6 Chief Service Development Officer	3,279,546	4,368,466	1,728,785	25%
7 Executive Director	11,897,685	15,002,373	5,215,888	21%
8 TOTAL OPERATING EXPENSE	\$ 169,217,504	\$ 185,660,125	\$ 42,796,373	9%
9 Total Operating Expense (Exhibit 1-5, line 16)	166,478,726	181,914,952		
10 Planning & Development (Exhibit 1-5, line 18)	2,738,778	3,745,172		
11 TOTAL EXHIBIT 1-5	169,217,504	185,660,125		

CAPITAL PROJECTS
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-6

	2020 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,714,868	\$ 34,827,260	7.8%
2 INFORMATION TECHNOLOGY	1,040,660	10,410,812	10.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	365,909	3,617,041	10.1%
4 CAPITAL PROJECTS	9,027,342	86,526,635	10.4%
5 AIRPORT STATION RELOCATION	2,447,639	11,000,000	22.3%
6 STATE OF GOOD REPAIR	9,977,008	26,112,394	38.2%
7 DEPOT DISTRICT	4,061,313	25,000,000	16.2%
8 OGDEN/WEBER STATE BRT	3,918,784	15,250,000	25.7%
9 TIGER	1,073,761	11,116,270	9.7%
10 TOTAL	<u>\$ 34,627,284</u>	<u>\$ 223,860,412</u>	15.5%
REVENUES			
11 GRANT	\$ 5,396,908	\$ 65,041,579	8.3%
12 STATE CONTRIBUTION	1,250,000	9,050,000	13.8%
13 LEASES (PAID TO DATE)	2,467,057	32,890,628	7.5%
14 BONDS	8,267,602	32,859,530	25.2%
15 LOCAL PARTNERS	698,089	21,136,839	3.3%
16 UTA FUNDING	16,547,627	62,881,836	26.3%
17 TOTAL	<u>\$ 34,627,284</u>	<u>\$ 223,860,412</u>	15.5%

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jul-20	Jul-19	2020	2019
UTA				
Fully Allocated Costs	23,957,748	25,329,676	166,478,726	163,346,608
Passenger Farebox Revenue	2,254,877	4,359,491	21,456,260	30,866,845
Passengers	1,390,644	3,382,065	15,412,944	24,955,863
Farebox Recovery Ratio	9.4%	17.2%	12.9%	18.9%
Actual Subsidy per Rider	\$15.61	\$6.20	\$9.41	\$5.31
BUS SERVICE				
Fully Allocated Costs	11,177,368	14,000,729	80,996,784	80,029,247
Passenger Farebox Revenue	980,077	1,589,355	9,768,146	11,871,102
Passengers	738,022	1,508,548	7,723,909	11,497,608
Farebox Recovery Ratio	8.8%	11.4%	12.1%	14.8%
Actual Subsidy per Rider	\$13.82	\$8.23	\$9.22	\$5.93
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,111,973	6,773,364	45,925,785	44,947,206
Passenger Farebox Revenue	612,000	1,247,769	5,717,715	8,224,332
Passengers	489,386	1,322,227	5,501,788	9,419,617
Farebox Recovery Ratio	8.6%	18.4%	12.4%	18.3%
Actual Subsidy per Rider	\$13.28	\$4.18	\$7.31	\$3.90
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,042,882	1,960,096	22,318,053	21,331,064
Passenger Farebox Revenue	357,532	916,389	3,650,228	6,033,068
Passengers	92,844	405,580	1,432,998	2,925,603
Farebox Recovery Ratio	11.7%	46.8%	16.4%	28.3%
Actual Subsidy per Rider	\$28.92	\$2.57	\$13.03	\$5.23
PARATRANSIT				
Fully Allocated Costs	2,279,865	2,145,971	14,360,785	14,106,743
Passenger Farebox Revenue	34,249	277,892	213,232	2,468,729
Passengers	25,621	63,218	263,786	462,427
Farebox Recovery Ratio	1.5%	12.9%	1.5%	17.5%
Actual Subsidy per Rider	\$87.65	\$29.55	\$53.63	\$25.17
RIDESHARE				
Fully Allocated Costs	345,660	449,516	2,877,318	2,932,348
Passenger Farebox Revenue	271,018	328,085	2,106,939	2,269,615
Passengers	44,771	82,492	490,463	650,609
Farebox Recovery Ratio	78.4%	73.0%	73.2%	77.4%
Actual Subsidy per Rider	\$1.67	\$1.47	\$1.57	\$1.02

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of July 31, 2020

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jul-20	Jul-19	2020	2019
FULLY ALLOCATED COSTS				
Bus Service	\$11,177,368	\$14,000,729	\$80,996,784	\$80,029,247
Light Rail Service	\$7,111,973	\$6,773,364	\$45,925,785	\$44,947,206
Commuter Rail Service	\$3,042,882	\$1,960,096	\$22,318,053	\$21,331,064
Paratransit	\$2,279,865	\$2,145,971	\$14,360,785	\$14,106,743
Rideshare	\$345,660	\$449,516	\$2,877,318	\$2,932,348
UTA	\$23,957,748	\$25,329,676	\$166,478,726	\$163,346,608
PASSENGER FAREBOX REVENUE				
Bus Service	\$980,077	\$1,589,355	\$9,768,146	\$11,871,102
Light Rail Service	\$612,000	\$1,247,769	\$5,717,715	\$8,224,332
Commuter Rail Service	\$357,532	\$916,389	\$3,650,228	\$6,033,068
Paratransit	\$34,249	\$277,892	\$213,232	\$2,468,729
Rideshare	\$271,018	\$328,085	\$2,106,939	\$2,269,615
UTA	\$2,254,877	\$4,359,491	\$21,456,260	\$30,866,845
PASSENGERS				
Bus Service	738,022	1,508,548	7,723,909	11,497,608
Light Rail Service	489,386	1,322,227	5,501,788	9,419,617
Commuter Rail Service	92,844	405,580	1,432,998	2,925,603
Paratransit	25,621	63,218	263,786	462,427
Rideshare	44,771	82,492	490,463	650,609
UTA	1,390,644	3,382,065	15,412,944	24,955,863
FAREBOX RECOVERY RATIO				
Bus Service	8.8%	11.4%	12.1%	14.8%
Light Rail Service	8.6%	18.4%	12.4%	18.3%
Commuter Rail Service	11.7%	46.8%	16.4%	28.3%
Paratransit	1.5%	12.9%	1.5%	17.5%
Rideshare	78.4%	73.0%	73.2%	77.4%
UTA	9.4%	17.2%	12.9%	18.9%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$13.82	\$8.23	\$9.22	\$5.93
Light Rail Service	\$13.28	\$4.18	\$7.31	\$3.90
Commuter Rail Service	\$28.92	\$2.57	\$13.03	\$5.23
Paratransit	\$87.65	\$29.55	\$53.63	\$25.17
Rideshare	\$1.67	\$1.47	\$1.57	\$1.02
UTA	\$15.61	\$6.20	\$9.41	\$5.31

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of July 31, 2020

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 17,918,033	\$ 17,918,033	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	47,838,394	47,838,394	-	-	-	-
3 Warranty Recovery	1,031,048	1,031,048	-	-	-	-
4 Product Sales and Development	2,155,206	2,165,610	(54,767)	4,054	4,017	36,292
5 Pass Sales	312,423	131,861	86,112	40,679	(85,237)	139,008
6 Property Management	126,105	51,814	27,528	-	4,433	42,330
7 Vanpool/Rideshare	162,879	43,497	3,102	12,726	18,687	84,867
8 Capital Development Agreements	3,831,899	3,113,018	355,924	6,674	-	356,283
9 Mobility Management	100	-	-	-	-	100
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	3,769,425	3,769,425	-	-	-	-
12 Total	\$ 77,156,762	\$ 76,073,950	\$ 417,899	\$ 64,133	\$ (58,100)	\$ 658,880

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	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	100.5%	-2.5%	0.2%	0.2%	1.7%	
17 Pass Sales	42.2%	27.6%	13.0%	-27.3%	44.5%	
18 Property Management	41.1%	21.8%	0.0%	3.5%	33.6%	
19 Vanpool/Rideshare	26.7%	1.9%	7.8%	11.5%	52.1%	
20 Capital Development Agreements	81.2%	9.3%	0.2%	0.0%	9.3%	
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 Total	98.6%	0.5%	0.1%	-0.1%	0.9%	

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ Build American Bond Tax Credits

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JULY 1, 2020 THROUGH JULY 31, 2020
 (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>
18-02925BM	8/1/2019	JACOBS ENGINEERING	353921	7/1/2020	\$ 291,344.64
18-2705TP	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	353922	7/1/2020	1,205,500.27
16-1846TP	10/7/2016	STACEY AND WITBECK, INC.	884361	7/1/2020	375,174.40
R2020-04-02		ROCKY MOUNTAIN POWER	354119	7/9/2020	483,032.01
15-1484PP	9/23/2015	LEWIS BUS GROUP	884405	7/9/2020	800,133.66
18-2931TP	12/31/2018	STANTEC ARCHITECTURE INC.	354214	7/16/2020	241,553.54
15-1205TP	8/11/2015	R&R PARTNERS, INC.	354216	7/16/2020	436,148.41
14-1109TH	9/1/2014	MV PUBLIC TRANSPORTATION	884444	7/16/2020	513,001.89
18-2741	8/23/2018	BIG D CONSTRUCTION	884445	7/16/2020	550,614.85
15-1484PP	9/23/2015	LEWIS BUS GROUP	884446	7/16/2020	554,733.59
R2020-04-02		ROCKY MOUNTAIN POWER	354315	7/22/2020	372,121.10
15-13831BM	12/31/2025	KELLERSTRASS OIL	884523	7/29/2020	225,134.75
UT13-064GL	3/3/2014	WSP USA	884524	7/29/2020	424,949.71



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carlton Christensen, Chair of the Board of Trustees
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

BOARD MEETING DATE: September 2, 2020

SUBJECT:		R2020-09-01 Resolution Amending the Terms and Conditions of Employment for Executive Director Carolyn Gonot
AGENDA ITEM TYPE:	Resolution	
RECOMMENDATION:	Approve Resolution R2020-09-01 Amending the Terms and Conditions of Employment for Executive Director Carolyn Gonot	
BACKGROUND:	Utah Transit Authority entered into an agreement with Executive Director Carolyn Gonot that commenced on August 19, 2019 which was approved by the Board of Trustees in their meeting on June 26, 2019. In that approval certain exceptions were also granted by the Board from normal employment policies. The contract indicated that the Board would outline goals annually and review performance at the end of the period, which has been done. The contract also indicated that any annual increase would then be determined by the Board. Furthermore, the contract outlined an option for the Board, at its discretion, to grant an additional week of vacation after one year.	
DISCUSSION:	The Board of Trustees reviewed the annual goals of the Executive Director as well as other initiatives completed within the past year of service. The Board has observed exceptional performance by Ms. Gonot and feels that an increase in her salary is warranted. Additionally, the Board has determined to exercise the option to grant an additional week of vacation as outlined in the original agreement. The proposed annual increase would be for an additional 5.5% of base salary, or \$12,178. Total salary upon approval of the amendment will be \$233,601 effective August 20, 2020.	
CONTRACT SUMMARY:	Contractor Name: Carolyn Gonot	Contract Number: 19-03085
	Existing Contract Value: \$221,423.00	Amendment Amount: \$12,178.00
	New/Total Amount Contract Value: \$233,601.00	

ALTERNATIVES:	Current Base Salary would remain in effect through the term of the agreement.
FISCAL IMPACT:	\$12,178
ATTACHMENTS:	1) Resolution R2020-09-01 including Amendment No 1 to Utah Transit Authority Executive Director Employment Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AMENDING THE TERMS AND CONDITIONS OF EMPLOYMENT
FOR EXECUTIVE DIRECTOR CAROLYN GONOT**

R2020-09-01

September 2, 2020

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act (“Act”); and

WHEREAS, the Act provides that the Authority’s Board of Trustees (“Board”) shall appoint an Executive Director based on an individual’s qualifications, with particular emphasis on experience in or knowledge of accepted practices with respect to the duties of the office;

WHEREAS, the Board previously appointed, in Resolution R2019-06-03, Carolyn Gonot as Executive Director of the Authority; and

WHEREAS, August 19, 2020 marked one year of service for Ms. Gonot as the Executive Director; and

WHEREAS, the Board authorized in Resolution R2019-06-03 an exception to UTA Policy No. 6.7.7.3 – Vacation – Administrative Employees to accommodate the terms and conditions set forth in the Executive Director’s Employment Agreement; and

WHEREAS, the Board, after careful consideration and evaluation of the performance of Ms. Gonot as Executive Director wishes to amend and alter the terms and conditions of her employment agreement with the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees:

1. That the Board of Trustees increases Ms. Gonot’s annual base salary by 5.5%, for a new base salary of \$233,601 per year effective August 20, 2020 as defined in Amendment 1 to the Utah Transit Authority Executive Employment Agreement attached hereto as Exhibit A.
2. That the Board of Trustees increases Ms. Gonot’s paid vacation benefit from 20 days per year to 25 days per year as defined in Amendment 1 to the Utah Transit Authority Executive Employment Agreement attached hereto as Exhibit A.

3. That the members of the Board of Trustees are authorized to execute the Amendment 1 to the Utah Transit Authority Executive Employment Agreement attached hereto as Exhibit A
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, counsel, and staff to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of September 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B4CF024B0...

Legal Counsel

Exhibit A

Amendment 1 to the Utah Transit Authority
Executive Employment Agreement with Carolyn Gonot

**AMENDMENT NO. 1
TO
UTAH TRANSIT AUTHORITY
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

Whereas, the Utah Transit Authority (Authority), acting through its duly appointed Board of Trustees, entered into an employment agreement (Agreement) with Carolyn Gonot with an effective date of August 19, 2019, and

Whereas, the Agreement established an annual salary for Ms. Gonot of \$221,423 per year subject to yearly adjustment based on an annual performance review; and

Whereas, the Agreement established a paid vacation benefit for Ms. Gonot at 20 days per year during her first year of employment with the possibility of an increase to 25 days per year for her second and subsequent years based on her first annual performance review; and

Whereas, based on the Authority's first annual review of Ms. Gonot's performance it has determined to increase both her salary and vacation benefit;

Whereas, the Parties desire to execute this Amendment No. 1 to the Agreement in order to reflect the Authority's determination:

NOW THEREFORE, THE EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. Pursuant to Section 3(a) (COMPENSATION), the Parties agree to increase Ms. Gonot's base salary by 5.5% for a new total annual base salary of \$233,601.
2. Pursuant to Section 5(a) (VACATION), the Parties agree to increase Ms. Gonot's paid vacation benefit from 20 days per year to 25 days per year.
3. This Amendment No. 1 shall have an EFFECTIVE DATE of August 20, 2020 which shall apply to the increases described in Paragraphs 1 and 2 above.
4. All other provisions of the Agreement are unaffected by this Amendment No. 1 and shall remain in full force and effect.

UTAH TRANSIT AUTHORITY

EMPLOYEE

Carlton Christensen
Chair, Board of Trustees
Date _____

Carolyn Gonot
Date: _____

Amendment No. 1 to UTA Employment Agreement dated August 19, 2019

Page 2

Beth Holbrook

Trustee

Date: _____

Kent Millington

Trustee

Date: _____

Legal as to Form:

DocuSigned by:

Mike Bell

70E33A415BA44F6...

UTA Legal Counsel

Michael Bell 8/27/2020



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Resolution 2020-09-02 Approving the Execution of an Interlocal Cooperation Agreement with Park City to Cooperate on the Procurement, Purchase, Operation, and Maintenance of Electric Buses and Charging Infrastructure Using Funds Awarded through the Federal Transit Administration 2018 Low No Grant Program and Municipal Funds
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution 2020-09-02 authorizing execution of the Interlocal Cooperation Agreement with Park City Transit Municipal Corporation (“Park City”) regarding Electric Bus and Charging Equipment.
BACKGROUND:	<p>A Federal Transit Administration (FTA) Fiscal Year 2018 Low No Emission (“Low No”) grant was awarded to Park City as a subrecipient of the Utah Department of Transportation (UDOT). UDOT is a designated recipient of FTA funds and manages the application and funding process for statewide federal funds available through FTA. The awarded funds are for the purchase of two electric vehicles and associated charging infrastructure to be used on the PC-SLC Connect Route, operated by UTA. UDOT would like Park City to have an interlocal agreement with UTA to document transfer of the award and use of the associated vehicles and infrastructure.</p> <p>UTA is currently preparing a solicitation for the purchase of twenty electric buses associated with the Volkswagen Settlement Award. Park City and UTA, through collaboration efforts, would like to add the two buses for the Low No grant award, as well as another twelve electric buses Park City is procuring, to the UTA procurement to reduce duplication of effort. This procurement collaboration has also been added to this agreement.</p> <p>The Park City/UTA agreement includes:</p> <ul style="list-style-type: none">• activities associated with the Low No grant, including procurement of two electric buses, depot charging equipment, one new overhead charger, & retrofit of one overhead charger,• collaboration on procurement of twelve additional Park City buses, and• use and maintenance commitments for the charging infrastructure and buses associated with the PC-Connect service.

<p>DISCUSSION:</p>	<p>The Low No award to Park City from FTA/UDOT for the project is \$2,290,000. The grant funds will be used for two electric vehicles, 2 depot chargers and one overhead charger at the UTA Salt Lake Central Station, and for the retrofit of Park City’s current overhead charger used for the PC-SLC Connect Route. In addition, Rocky Mountain Power has committed \$500,000 to the project toward the cost of the infrastructure improvements. UTA will fund the local match required for the bus purchase, estimated at \$443K. These funds will come from the vehicle replacement fund set up in the UTA/Park City agreement for the PC-Connect service.</p> <p>The vehicles Park City will be including in the UTA procurement are two buses for the Low No award (for the PC-SLC Connect Route), 6 vehicles for their VW Settlement Award (2 of which will also be used for the PC-SLC Connect Route), and 6 additional vehicles for Park City service only.</p> <p>All funding for the Park City additional vehicles will be provided solely by Park City.</p>
<p>FISCAL IMPACT:</p>	<p>The match for the Low No Grant vehicles and infrastructure is coming from the funds previously provided to UTA by Park City and Summit County for the operational deficit costs of the PC-SL Connect Route and identified specifically for vehicle replacement and fuel. Match funding has also been committed by Rocky Mountain Power.</p>
<p>ATTACHMENTS:</p>	<p>1) Board Resolution R2020-09-02, including Exhibit A (Park City-UTA Interlocal Agreement)</p>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH PARK CITY TO
COOPERATE ON THE PROCUREMENT, PURCHASE, OPERATION,
AND MAINTENANCE OF ELECTRIC BUSES AND CHARGING
INFRASTRUCTURE USING FUNDS AWARDED THROUGH THE
FEDERAL TRANSIT ADMINISTRATION 2018 LOW NO GRANT
PROGRAM AND MUNICIPAL FUNDS**

R2020-09-02

September 2, 2020

WHEREAS, Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, Park City, and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, Park City was an awardee of the Federal Transit Administration (“FTA”) Fiscal Year 2018 Low No Grant Program, as a subrecipient of the Utah Department of Transportation (“UDOT”); and

WHEREAS, the UDOT is a designated recipient of FTA funds and manages the application of funding process for all statewide federal funds available through the FTA; and

WHEREAS, Park City would like to utilize the awarded funds for electric buses and charging infrastructure associated with the Park City-Salt Lake City Connect Route, operated by the Authority; and

WHEREAS, UDOT wishes that the Park City and the Authority enter into an Interlocal Cooperation Agreement to document transfer of the award to the Authority from Park City and use of associated vehicles and infrastructure; and

WHEREAS, Park City desires to collaborate on the procurement of twelve additional buses to be paid for by Park City; and

WHEREAS, the Authority and Park City now desire to enter into an Interlocal Cooperation Agreement to cooperate on the procurement, purchase, operation, and maintenance of electric buses and charging infrastructure using the funds awarded in the FTA 2018 Low No Grant Program and municipal funds; and

WHEREAS, this Interlocal Cooperation Agreement comes at no cost to the Authority, with the match dollars for the grant previously provided by Park City; and

WHEREAS, the Authority and Park City now desire to enter into an Interlocal Cooperation Agreement to cooperate on the procurement of Park City buses in addition to the buses being procured using the FTA 2018 Low No Grant Program funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby approves the Interlocal Cooperation Agreement with Park City, comprising of the Agreement, as set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement with Park City in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement with Park City as set forth in Exhibit A.
4. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of September 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...

Legal Counsel

Exhibit A
(Interlocal Cooperation Agreement)

**Interlocal Cooperative Agreement
Between
Utah Transit Authority
and
Park City Transit Municipal Corporation
Regarding
Electric Bus and Charging Equipment Program**

THIS INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020, by and between the Park City Transit Municipal Corporation, a Utah municipal corporation, (hereinafter referred to as "Park City"), and UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code 1953, as amended (hereinafter referred to as "UTA," collectively, UTA and Park City are referred to as the "Parties" or individually, "Party").

WITNESSETH:

WHEREAS, Park City owns and operates a public transit system to assist in providing transportation in Summit County; and

WHEREAS, UTA's function is to provide public transportation to the residents within its district boundaries and is authorized by Title 17B Section 2a, Utah Code, 1953, as amended; and

WHEREAS, Park City and UTA, did apply through the Utah Department of Transportation ("UDOT") for Statewide 5339(b) funding and were selected to receive a grant from the Federal Transit Administration to purchase buses with low or no emissions, to use to serve the current PC-SLC Connect Route (See existing service agreement attached hereto as Exhibit "I" and incorporated herein, Park City – Salt Lake City Connect Service Interlocal Agreement) and UTA's traveling public; and

WHEREAS, on August 24, 2018, the Federal Transit Administration ("FTA") did award a grant, in the amount of Two million Two hundred Ninety Thousand Dollars (\$2,290,000.00), for the acquisition of two (2) electric buses (collectively, the "Vehicles" or individually, a "Vehicle"), together with charging stations ("Charger(s)") and ancillary facilities; the buses will be funded at a eighty five percent (85%) federal share and infrastructure at ninety percent (90%) federal share; Rocky Mountain Power (RMP) has also committed Five Hundred Thousand Dollars (\$500,000.00) to the project for infrastructure; and the existing service agreement (Exhibit I, Park City – Salt Lake City Connect Service Interlocal Agreement) identifies operational deficit costs paid by Park City will be used for bus replacements and operating costs and funds designated for bus replacement received to date from Park City will be used for the local match on the project; and

WHEREAS, Park City was awarded six (6) electric buses to replace diesel buses in the Volkswagen ("VW") settlement, two (2) of which will replace two (2) existing diesel coach buses on the PC-SLC Connect route (Exhibit J); and

WHEREAS, Park City and UTA intend that UTA shall procure fourteen (14) total Vehicles in a solicitation as follows: two (2) buses with the Lo/No grant funding, six (6) Vehicles with a combination of Park City VW settlement funds and federal section 5311 transit grant funds, and six (6) Vehicles with federal section 5311 grant funds. Ten (10) of the vehicles shall be for Park City's use only and not part of the PC-SLC Connect route; and

WHEREAS, UTA shall use and operate four (4) Vehicles to provide transit service in UTA's district and Summit County.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties enter into the following described Collaboration Agreement:

1. COLLABORATION ACTIVITIES:

The Parties agree to work together in accomplishing the procurement of fourteen (14) Vehicles and operation, maintenance and disposition of four (4) electric buses and associated charging equipment and stations as further described below:

A. ACQUISITION OF VEHICLES:

UTA will administer and manage the procurement of the vehicles in accordance with all federal grant and VW settlement requirements and in collaboration with Park City to identify the Vehicle specifications. Park City and UTA shall attend the manufacturing site to inspect Vehicles for compliance to agreed specification. Park City and UTA acknowledge a separate agreement for acquisition of the Vehicles will be entered into and that the term of this Agreement will be dependent upon the delivery of the Vehicles. Park City will lease the Vehicle batteries and UTA will reimburse Park City for those battery lease costs.

B. ACQUISITION OF CHARGERS:

Park City and UTA acknowledge that UTA will administer and manage the procurement of the Overhead and Overnight chargers.

C. USE AND MAINTENANCE OF VEHICLES:

The buses procured by Park City will be bailed to UTA under a bailment agreement (attached as Exhibit "F" and incorporated herein), whereby UTA agrees to use the Park City PC-SLC Connect Electric Vehicles to provide accessible transportation services for the PC-SLC Connect Route and to serve the interest and welfare of the public. UTA covenants that it will not use the PC-SLC Connect Electric Vehicles to provide trips which compete with other revenue service routes. UTA may, however, utilize the Vehicles for non-revenue service during Vehicle down time. UTA agrees to provide all funds needed, and all services, whether by employees or contracted, to maintain, repair, and operate the PC-SLC Connect Vehicles; and to maintain the PC-SLC Connect Electric Vehicles at a high level of cleanliness and mechanical soundness and in a manner consistent with industry safety standards and according to the terms and conditions of any warranties provided by the manufacturer.

D. USE AND MAINTENANCE OF CHARGERS: The Parties agree that the Chargers will be installed and maintained by UTA at UTA facilities in order to facilitate the effective use of the electric buses procured according to the terms and conditions of any warranties.

2. DURATION OF AGREEMENT; TERM FOR EACH VEHICLE AND CHARGERS; CONTINUING CONTROL:

Subject to this Paragraph 2, the terms and conditions of this Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

3. OPERATIONS AND MAINTENANCE:

With respect to the PC-SLC Connect Electric Vehicles, overhead, and overnight chargers, UTA agrees to:

A. Pay for all operating expenses of the Vehicles and Chargers, including fuel, oil and tires. These expenses shall be subject to the arrangement for sharing of operational expenses outlined in the Operational Plan contained in Exhibit A to the Interlocal Agreement between the Parties dated August 24, 2011 and amended on June 27, 2017. The Parties agree to update said Operational Plan to provide for the sharing of these operating expenses on a mutually agreeable basis consistent with current practice under the existing ILA. Pay for all operating expenses of the Vehicles and Chargers, fuel, oil, and tires.

B. Perform preventive maintenance on said Vehicles and Chargers according to manufacturer and UTA's maintenance department specifications and be responsible for all maintenance and repairs necessary to keep said Vehicles in proper operating condition, including major component failure and accident repairs in accordance with the terms and conditions of manufacturer warranties.

4. MAINTENANCE RECORDS:

UTA agrees to keep a maintenance record on each Vehicle and Charger showing the maintenance performed according to the standards established between the parties. The format of the maintenance records shall be specified by UTA's maintenance department and the manufacturer requirements. The Vehicles and the maintenance records will be made available to Park City's representatives for inspection at any time with reasonable notice. The maintenance files shall contain the following items: Preventive maintenance inspection sheets, repair orders, maintenance repairs, driver defect cards or any other documentation or paperwork relating to the maintenance of the PC-SLC Connect Electric Vehicles and Chargers. All maintenance related transactions, including repair orders, must have current mileage and dates attached.

5. REPORTING, AUDIT AND INSPECTION OF RECORDS:

A. The UTA shall submit, on or about the first day of each month a monthly report as well as annual reports to Park City providing information on the most recent month and year-to-date operating statistics or other information or schedule as shall be reasonably required by FTA or Park City regulations. Attached to this Agreement and incorporated herein as Exhibit "C" is the form that is to be used by UTA for the monthly report. The monthly report and the annual reports shall include the following information:

1.	Daily vehicle mileage start/end odometer (to be reported Monthly)
2.	Number of one-way passenger trips (Monthly)
3.	Number of revenue miles (Monthly)
4.	Farebox revenue
5.	Vehicle service hours
6.	Vehicle service miles
7.	Preventive Maintenance Performed (Monthly) Exhibit E
8.	Vehicle Surveillance (April and October) Exhibit D

B. UTA shall report to Park City on a monthly basis.

C. In accordance with FTA National Transit Database (NTD) reporting requirements, UTA shall submit a year-end report using the forms and instruction provided by NTD. UTA agrees to complete any reporting mandated by current FTA regulations or any reporting mandated by changes to FTA regulations.

D. The UTA shall also submit to Park City each month an accounting of maintenance performed on each Vehicle used in the performance of this Agreement during the month according to the procedures outlined in Section 19 of this Agreement. Attached to this Agreement as Exhibit "E" and incorporated herein is the form which is to be used by UTA for this purpose.

E. If Park City requests, UTA shall provide to Park City a copy of audit information as may be conducted by UTA as required by law or as otherwise obtained by UTA.

F. The UTA shall permit the authorized representatives of Park City to inspect and audit all data and records of the UTA relating to the performance of the Vehicles and the terms of this Agreement, at the offices of the UTA or elsewhere during normal business hours upon reasonable notice. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified.

6. NOTIFICATION OF ACCIDENTS:

UTA agrees to notify Park City within five (5) calendar days of any accident involving any one of the PC-SLC Connect Electric Vehicles which results in physical damage to said Vehicle of greater than Five Hundred Dollars (\$500.00). Any accident resulting in bodily injury shall be reported to Park City immediately.

7. INSURANCE:

UTA, at its option, shall elect to self-insure, procure insurance, or utilize a combination of both in order to cover the Electric PC-SLC Connect Vehicles acquired and operated under this Agreement. Furthermore, where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses in repair, replacement, and/or other directly associated damages as described under Paragraph 8 below.

8. INDEMNIFICATION:

A. Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to UTA under the Utah Governmental Immunity Act (the "Act"), including without limitation the provision of Section 63G-7-604 regarding limitation of judgments. Subject to the Act and up to the amounts established in Section 63G-7-6a04 of the Act, UTA shall defend, indemnify and save harmless Park City from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by UTA's negligence, in connection with or during or arising from use of the Park City PC-SLC Connect Electric Vehicles provided by UTA, its agents, employees, contractors or subcontractors. Likewise, Park City shall defend, indemnify and save harmless UTA from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by Park City's negligence, in connection with activities conducted under this Agreement.

B. UTA shall indemnify and hold Park City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Park City arising out of, UTA's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Park City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of UTA; and

provided further, that nothing herein shall require UTA to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of Park City, its agents, employees, and/or officers. Utah Code Section 34A-2-105 The provisions of this section shall survive the expiration or termination of this Agreement.

C. No liability shall attach to Park City by reason of entering into this Agreement except as expressly provided herein.

9. FORCE MAJEURE:

Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “**Force Majeure Event**”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

10. TERMINATION:

A. If either party fails to perform its obligations under this Agreement or shall fail to comply with any of the terms, conditions, or provisions thereof, the non-breaching Party, who is not in breach of the Agreement, may, at its sole discretion, terminate this Agreement by giving written notice to the other party by registered mail, return receipt requested, at least thirty (30) calendar days in advance of such termination, specifying the reason or reasons therefor. The breaching Party shall have a period of thirty (30) days after receipt of notice to cure its breach or default (the “Cure Period”).

B. It is further understood and agreed that the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease upon termination, but they shall not be relieved of the duty to perform their obligations up to the date of termination and any audit and/or reporting obligations required after date of termination.

C. In the event of termination, the PC-SLC Connect Electric vehicles shall be returned to Park City. An accounting shall be made of remaining federal funds or property under FTA C 5010.1E.

D. The breaching Party shall be liable for all direct damages suffered by non-breaching Party due to the breach of this Agreement. Neither Party shall be liable to the other for indirect or consequential damages.

11. NONDISCRIMINATION:

A. In connection with the carrying out of this Agreement, UTA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The UTA shall take affirmative action to ensure that applicants are selected for employment and are treated during employment without regard to their race, color, religion,

sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The UTA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

B. The UTA covenants that no person or group will be denied the benefits of, participation in, or access to any service or facility provided in conjunction with this Agreement due to race, color, religion, sex, or national origin.

C. The UTA will keep records and documents during performance of this Agreement to indicate compliance with the nondiscrimination clause set forth herein. These records and documents, or copies thereof, will be made available at reasonable times and places to an authorized representative of Park City and will be submitted to Park City upon request, together with any other compliance information which such representative may require.

D. In the event of UTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

12. DRUG-FREE WORKPLACE:

The UTA covenants and agrees to implement a drug-free workplace that is consistent with the terms and provisions of 49 CFR Part 653 as shown on Exhibit "A" attached hereto and incorporated herein.

13. EQUAL OPPORTUNITY AND DBE STATEMENT:

The UTA covenants and agrees to ensure equal employment opportunity to the maximum extent possible and to make every reasonable effort to utilize disadvantaged and women-owned business enterprises as described in Exhibit "B" attached hereto and incorporated herein.

14. PROGRAM MANAGER:

The Authority Program Manager for this Agreement shall be Hal Johnson, or his designee. All correspondence regarding the program work of this Agreement should be addressed to hjohnson@rideuta.com or Phone: 801-237-1905.

15. CONTRACT ADMINISTRATOR:

The Park City Contract Administrator shall be Kim Fjeldsted, or her designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Kim Fjeldsted at KFjeldsted@parkcity.org or Phone: (435) 615-5351.

16. NOTICES OR DEMANDS:

A. Any notice or demand to be given by one party to the other shall be given in writing

by personal service, FedEx, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested, or via dated e-mail with a follow-up copy sent by regular United States Mail, and addressed to such party as follows:

If to Park City:
Park City Municipal Corporation
ATTN: Kim Fjeldsted
1053 Iron horse Drive, Park City, Utah 84060
KFjeldsted@parkcity.org

With a copy to:
Thomas Daley, Deputy City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
tdaley@parkcity.org

If to UTA:
Utah Transit Authority
ATTN: Pat Postell, Procurement & Contracts
669 West 200 South
Salt Lake City, Utah 84101
ppostell@rideuta.com

B. Either party may change the address at which such party desires to receive 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. LAWS AND REGULATIONS:

This Agreement shall be governed by and construed in accordance with the laws of the state of Utah without regard to its conflict of laws provisions.

Park City and UTA each agree to comply with all applicable Federal, state and local laws, ordinances and regulations in providing transportation service with the Vehicles. All subcontracts must be solicited, awarded and administered in accordance with FTA Circular 4220.1F. All terms and conditions contained the FTA Master Grant Agreement FTA MA(25), dated October 1, 2018 shall be applicable to all subcontracts awarded under this Agreement.

Park City and UTA acknowledge that purchase of the Vehicles will be funded by FTA FY18 Grant Section 5339(c)(the "Grant"), under which UDOT is the Recipient, Park City is the Sub recipient, and that UTA will collaborate by providing the total local match as indicated in the project budget and as required by the Grant (See Project Budget Exhibit "G" and Rocky Mountain Power Agreement Exhibit "H"). UTA agrees to cooperate in good faith with Park City

in connection with Park City's compliance obligations under the Grant.

18. ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

19. ADDITIONAL INTERLOCAL COOPERATION ACT PROVISIONS:

In satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq., the Parties agree as follows:

- a. This agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each Party, pursuant to Section 11-13-219.
- d. This agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this agreement with the keeper of records of each of the Parties.
- e. Immediately after the execution of this agreement by all Parties, each Party shall cause to be published notice regarding this agreement, pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this agreement, create an Interlocal entity or any separate entity.
- g. CITY appoints Kim Fjeldsted, its Transit Manager, as its administrator for all matters relating to CITY's participation in this agreement. UTA appoints Tracy Young, its Grant Development Administrator, as its administrator for all matters relating to UTA's participation in this agreement. If an administrator ceases to be employed by the represented Party, then the person who replaces the prior administrator shall become the new administrator of that Party for purposes of this agreement, unless that Party otherwise notifies the other Parties in writing. Any Party may, at any time, change the designation of its administrator by providing written notice to the other Parties. To the extent that any administration of this agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.

- h. There shall be no joint acquisition or ownership of property.
- i. There is no joint budget; each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

By:

By:

Approved as to Form and Consent:

UTA Legal Counsel

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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EXHIBIT "A"

**DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY**

1. The Utah Transit Authority (UTA) certified that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the UTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The UTA's policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected cooperative agreement.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the UTA's employment policies and

the requirements of the Rehabilitation Act of 1973, as amended; or (2)

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The UTA's headquarters is located at the following address:

Name of Recipient:	Utah Transit Authority
Street Address:	669 W 200 S
City:	Salt Lake City
County:	Salt Lake
State:	Utah
Zip Code:	84101

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the UTA:

A. The UTA has given or will give, prior to the commencement of an approved Park City project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the UTA EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that Park City is required to follow as a Federal Transit Administration Grantee.

B. UTA designates --

Name: Kenya Fail Title: Manager of Civil Rights Compliance

As the person assigned the responsibility for securing compliance with and reporting progress to the UTA and Park City's Civil Rights Office on all EEO efforts initiated and taken.

C. UTA will cooperate fully with Park City and ensure equal employment opportunity to the maximum extent possible during the term of this contract. If the UTA employs fifty (50) or more persons and, or will be entering into a contract hereunder in an amount of Fifty Thousand Dollars (\$50,000.00) or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with Park City's and the UTA's EEO and DBE requirements.

D. UTA agrees to make every reasonable good faith effort to utilize disadvantaged and women business enterprises in the performance of this contract. UTA will take affirmative steps to meet any DBE contract goal set for this contract.

UTA Name: Andrew Grey

Address: 669 W 200 S SLC UT 84101

Signed:

Title: Civil Rights Compliance Officer

EXHIBIT "C"
MONTHLY REPORTING FORM

Agency: Utah Transit Authority **Month/Year:** _____

Date of Preparation: _____

1. Daily vehicle mileage start/end odometer _____
(attach detail)
2. Number of one-way passenger trips _____
3. Number of revenue miles _____
- 4. Farebox Revenue**
- 5. Vehicle Service Hours**
- 6. Vehicle service miles**
7. Vehicle Surveillance completed
(April and October- attach completed form) _____
8. Preventive Maintenance Certification _____
(attach completed form)

The undersigned represents that the information shown on this reporting form is true and accurate.

UTA Representative

EXHIBIT "D"

MONTHLY PREVENTIVE MAINTENANCE CERTIFICATION

FOR MONTH ENDING _____, 20____

I, _____

Representing _____, do hereby certify that the following inspections, as outlined in "Preventive Maintenance Schedule", were performed:

DATE	VEHICLE #	INSPECTION PERFORMED	ODOMETER READING

Signature
Utah Transit Authority

Exhibit "E" - Sample



5310 / 5311 VEHICLE SURVEILLANCE INSPECTION

DATE: _____

TRANSPORTATION PROVIDER NAME: _____

Make	Vehicle Year	V.I.N. (last 4 digits)	Plate Number	Odometer
Documents kept in vehicle (please check if present) *Registration <input type="checkbox"/> *Insurance Card <input type="checkbox"/> *DMV Inspection Sticker <input type="checkbox"/>				

All items must be inspected. If an item is not applicable to this vehicle, place "N/A" in the adjacent box.
 Check "1" appropriate box. **P = Pass** **F = Fail** **# = number of days to correct failure**

EXTERIOR	P	F	#	SAFETY EQUIPMENT	P	F	#	INTERIOR	P	F	#
Body damage			-	Triangles (3)			1	Mirrors			2
Windows			2	First Aid Kit			2	Lights			3
*2 Outside Mirrors			0	Bloodborne Pathogen Kit			3	Horn			2
Reflection/marker/clearance			2	Seat belt cutter			5	Seats			2
*Turn Signals			0	Extra electrical fuses			5	*Seat Belts			0
*Four Way Flashers			0	Fire Extinguisher			2	AC/Heat/Defroster			2
*Tires front 4/32 rear 2/32			0	Rear door buzzer			3	*Wipers			0
*Headlights high and low			0	Exit windows/buzzers			3	Gauges and Indicators			2
*Parking lights			0	Roof Hatch			3	*Brakes (Foot/Parking)			0
*Brake lights			0	Spare Tire/Jack/Lug Wrench			3	Cleanliness			2
Cleanliness			2								

SIGNAGE	P	F	#	LIFT	P	F	#	SECUREMENTS	P	F	#
Buckle Up (or equivalent)			5	*Interlocks			0	*Belt (4 or 5 floor)			0
Emergency Exits			3	Level Platform			3	*Lap Belt			0
Lift Operating Instructions			5	Lift Light			1	*Shoulder belt			0
Vehicle Height			5	*Electric Wires (cut, frayed)			0				
				*Hand Pump			0				
				Hand Rails on Lift (2)			1				

Comments and Observations of Inspector:

Items that are ***bolded** may be placed out of service for failing inspection. The vehicle may not be returned to service until defect is repaired and the Agency Administrator is notified of the repairs. Body damage depending on severity should be repaired as soon as possible.

Agency Administrator:

Name: _____

Signature: _____

Inspector:

Name: _____

Signature: _____

This document can be completed by agency personnel and is a tool for you to monitor the maintenance source you are using. For questions, please contact Brian Galles, PTT Program Compliance Officer, 801-209-3744. Inspections are to be performed on April 1 and October 1 and the completed inspection entered into PTT Online at: <https://www.udot.utah.gov/public/ptt/f?p=131:101:1166169282072615>

EXHIBIT "F"

BAILMENT AGREEMENT

This Bailment Agreement ("AGREEMENT") is entered into as of the _____ day of _____, 2019 (the "EFFECTIVE DATE") by and between:

Utah Transit Authority (UTA)
669 West 200 South
Salt Lake City, Utah 84004
(BAILEE)

Park City Transit Municipal Corporation (Park
City) 1053 Iron horse Drive,
Park City, Utah 84060
(BAILOR)

1. DEFINITION OF "PROPERTY"

For purposes of this Agreement, the term "PROPERTY" means the four (4) PC-SLC Connect Electric Vehicles and batteries procured or leased by Park City as a sub recipient to an FTA grant made to the Utah Department of Transportation (UDOT), as further described in Attachment "A" attached hereto and incorporated herein.

2. BAILMENT

The parties agree that UTA can possess and use the Property subject to the terms and conditions in this Agreement. The established value of Bailed Property is in the amount of approximately Two Million Dollars (\$2,000,000.00).

3. TERM

The terms and conditions in this Agreement shall remain in effect for as long as the buses remain in the possession of UTA or the useful life of the vehicles as described in the **Collaboration Agreement between Utah Transit Authority and Park City Transit Municipal Corporation Regarding ELECTRIC BUS AND CHARGING EQUIPMENT Program dated _____, 2020, attached hereto and incorporated herein as Attachment "B"**. (Hereinafter "Collaboration Agreement") This Agreement can be terminated in writing by mutual agreement of all parties.

4. OWNERSHIP

The Parties acknowledge that title and ownership of the buses is maintained by Park City and that UTA's use and possession of it is by virtue of this Agreement. UTA agrees not to do anything that is inconsistent with Park City's ownership in the Property.

5. USE OF THE PROPERTY

UTA agrees to use the Property for the sole purpose of serving the PC-SLC Connect and UTA's traveling public.

6. MAINTENANCE

UTA agrees to keep vehicles in good and efficient working order during their useful life by performing normal maintenance and repairs at UTA expense in accordance with any available warranties. UTA further agrees to follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides, schedules, and warranties.

7. MARKING/LOGO

UTA is permitted to place its markings and logo on the vehicles. Such marking and logos need not be removed when the bailment is terminated.

8. ACCESS

UTA agrees that Park City can enter UTA premises during normal business hours for purposes of inspecting and inventorying the vehicles.

9. TERM, DISPOSITION, AND RETURN OF PROPERTY

This Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

At the end of the useful life of the vehicles and/or termination under the terms of the Collaboration Agreement, at Park City's election, UTA agrees to surrender the vehicles to Park City. However, should the bailed property prove not to be suitable for the intended use, Bailee has the option to cancel this Agreement and return all bailed property to the Bailor.

10. RISK OF LOSS

UTA agrees to bear the risk of loss of Property and either self-insure or carry sufficient insurance to cover the complete loss of the vehicles. This paragraph is not intended, however, to diminish UTA's right to obtain reimbursement from any Party who proximately caused the damage or injury. Where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses incurred in repair, replacement and/or other directly associated damages.

11. DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PARK CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. ENTIRE AGREEMENT

This Agreement is the entire understanding and agreement between the parties as to its subject matter, and completely overrides (supersedes) all previous understandings, agreements, communications and representations, whether written or oral. Provided however, that this Bailment Agreement does not alter or supersede the terms of the Collaboration Agreement between the Parties.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Utah, without regard to that state's rules concerning conflict of laws.

14. SIGNATURES

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date of last signature.

Utah Transit Authority

669 W 200 South, SLC, Utah 84101

By: _____

By: _____

Approved as to Form and Consent

UTA Legal Counsel _____

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, Acting City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**BAILMENT AGREEMENT – ATTACHMENT “A”
DESCRIPTION OF “PROPERTY”**

Buses: Four (4) electric powered buses.

Batteries: leased vehicle batteries will be minimum 440 kWh energy on board.

Charging Infrastructure: Depot Charging (2 units) and On Route Charging equipment (1 unit)

Exhibit G PROJECT BUDGET

2018 Bus Low No Budget

Buses					
Item Description	Project Costs	Total Maximum Federal Amount 85%	Match 15%	Grant Total	Remaining Budget Needed Over Match
Buses (2)	\$ 1,234,000	\$ 974,860	\$ 172,034	\$ 1,146,894	
Radios (2)	\$ 36,000	\$ 28,440	\$ 5,019	\$ 33,459	
Bus configurable/contingency	\$ 240,000	\$ 94,800	\$ 16,729	\$ 111,529	
Project Management	\$ 100,000	\$ 39,500	\$ 6,971	\$ 46,471	
Training	\$ 35,000	\$ 27,650	\$ 4,879	\$ 32,529	
Tools	\$ 15,000	\$ 11,850	\$ 2,091	\$ 13,941	
Shop Improvements	\$ 20,000	\$ 15,800	\$ 2,788	\$ 18,588	
Federal and required match totals		\$ 1,192,900	\$ 210,512	\$ 1,403,412	
Project Total	\$ 1,680,000				\$ 276,588

Charging Equipment and Facilities					
Item Description	Project Costs	Total Maximum Federal Amount 90%	Match 10%	Grant Total	Remaining Budget Needed Over Match
On Route Charging Equipment	\$ 427,000	\$ 337,330	\$ 37,481	\$ 374,811	
On Route A & E Services	\$ 65,000	\$ 51,350	\$ 5,706	\$ 57,056	
Depot Charging Equipment (2 Units)	\$ 160,000	\$ 126,400	\$ 14,044	\$ 140,444	
Depot A&E Services (completed as part of Depot District)	\$ -	\$ -	\$ -	\$ -	
Depot Charger construction Services	\$ 80,000	\$ 63,200	\$ 7,022	\$ 70,222	
Software	\$ 3,600	\$ 2,844	\$ 316	\$ 3,160	
Training	\$ 15,000	\$ 11,850	\$ 1,317	\$ 13,167	
On Route Construction Services	\$ 268,200	\$ 211,878	\$ 23,542	\$ 235,420	
Offset to project 1 for charger construction	\$ 184,241	\$ 63,200	\$ 7,022	\$ 70,222	
UTA Project Management	\$ 95,000	\$ 27,650	\$ 3,072	\$ 30,722	
Contingency	\$ 124,948	\$ 98,698	\$ 10,966	\$ 109,664	
Federal and required match Totals		\$ 994,400	\$ 110,489	\$ 1,104,889	
Project Total	\$ 1,422,989				\$ 318,100

Federal and required match totals		\$ 102,700	\$ 11,411	\$ 114,111	
PCT charger retrofit	\$ 130,000				\$ 15,889

	Total Project Cost	Federal	Local	Grant Total	Over Match
Low No Grant Totals	\$ 3,232,989	\$ 2,290,000	\$ 332,412	\$ 2,622,412	\$ 610,577
Local Match Source					Match
UTA/Park City funding (Operational Deficit Account)					\$ 442,989
Rocky Mountain Power					\$ 500,000
Required & Over Match					\$ 942,989

Exhibit "H"



Plug-in Electric Vehicle Custom Project – Incentive Offer Letter

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Re: EVUT 252139

Rocky Mountain Power
Electric Vehicle Program
EV@rockymountainpower.net

After reviewing your application, we are pleased to provide you an incentive offer for the successful implementation of your electric vehicle custom project as outlined in your project application (2 High Power Overhead Chargers and 5 – DC Bus Chargers).

Incentive Estimate

Issue Date: December 17, 2018

Estimated Incentive: \$500,000 up to 26% of total project costs

Completion Date: May 1, 2019

For this offer to remain valid and to receive an incentive, it is the responsibility of the participant to

1. Sign and return this offer and revised application to the contact above within 14 days of the issue date.
2. Implement the project as outlined in the project plan/application and by the Completion Date.
3. Notify Rocky Mountain Power of any changes that materially affect the implementation schedule, project costs or project scope.
4. Upon project completion notify Rocky Mountain Power via email project has been completed.
5. Provide actual itemized project cost documentation after project completion.
6. Provide all required documentation and participate in any required inspections no later than 60 days from the Completion Date.

Acknowledgement

I understand: (1) my responsibilities listed above; (2) the incentive offer is an estimate; (3) the incentive paid will be based upon completion of the project as outlined in the project application.

W. STEVE MCELROY
Name (please print)

INTERIM ENERGY DIRECTOR
Title

[Signature]
Signature

12/21/18
Date

Approved as to Form
[Signature]
UTA Legal Counsel

[Signature] 12/20/18
VP of operations, capital, and assets

Exhibit "I"

Park City – Salt Lake City Connect Service Interlocal Agreement

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**INTERLOCAL AGREEMENT
REGARDING BUS SERVICE BETWEEN
PARK CITY AND THE SALT LAKE VALLEY**

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of August 24th, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, Utah Senate Bill 301 was enacted in the 2011 General Session to amend Utah Code Ann. § 17B-2a-805 to explicitly allow public transit districts and political subdivisions of the state to enter into interlocal agreements regarding the operation of transit services; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

AGREEMENT

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

1. **Salt Lake to Park City Connect Service.** UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.
2. **Equipment.** During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will

contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs.** The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium (defined below) (collectively, the "Operating Expenses"). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the "Operational Deficit."
 - a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "Annual Operating Expense Cap"). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.
 - b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "UTA's Annual Operating Expense Cap"). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA's Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.
 - c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA's actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities.** The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term.** The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.
6. **Management of Project.** The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations, along with changes to other provisions of this Agreement, should be made through formal

amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.
8. **Road calls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such road calls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.
9. **Marketing.** The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.
10. **Dispute Resolution.** Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
11. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a Party arising

out of, in connection with, or incident to the execution of this Agreement and/or a Party's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Liability Premium.** UTA shall charge the City and County a Liability Premium of Five Cents (\$0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.
14. **Passenger Data.** UTA shall make available Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.
15. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.
16. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

With a Copy to:
Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

If to UTA:
Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to:
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the County:
Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

With a Copy to:
Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

17. **Acquisition, Ownership, and Disposition of Property.** Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

18. **Miscellaneous.**

- a. **Non-Waiver.** No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.
- b. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- c. **No Third Party Beneficiaries.** There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and

conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

- d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.


19. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

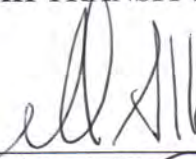
- a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.
- d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

PARK CITY MUNICIPAL CORPORATION


UTAH TRANSIT AUTHORITY

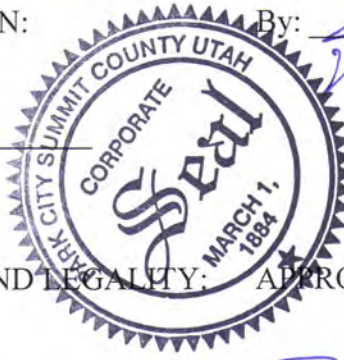
By: 
Thomas B. Bakaly, City Manager
Michael Kovacs, Acting City Manager

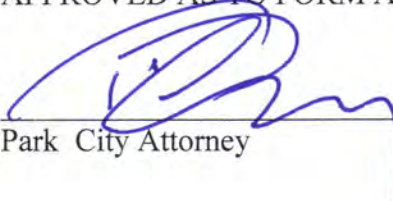
By: 
Michael Allegra, General Manager

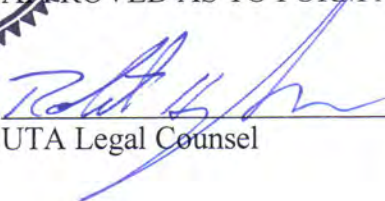
ATTEST AND COUNTERSIGN:

By: 

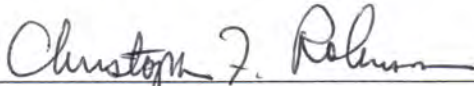
By: 
City Recorder

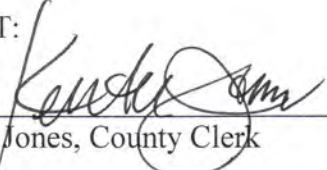


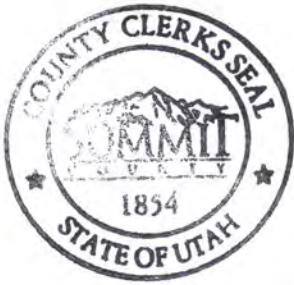
APPROVED AS TO FORM AND LEGALITY:

Park City Attorney

APPROVED AS TO FORM AND LEGALITY:

UTA Legal Counsel

SUMMIT COUNTY

By: 
Christopher F. Robinson, Chair

ATTEST:
By: 
Kent Jones, County Clerk




APPROVED AS TO FORM AND LEGALITY:

David L. Thomas
Chief Civil Deputy

EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 south to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.

b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:

- Salt Lake Central Station
- State Street and 200 South
- University Hospital
- Foothill
- Jeremy Ranch
- Kimball Junction
- The Canyons
- Park City Mountain Resort
- Old Town Transit Center
- Deer Valley

The stops are depicted on Exhibit 1 hereto.

c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:

- Jeremy Ranch

d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

- f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents (\$5.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.
- g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately \$63,500 for off-season months and \$82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:
- Operating cost/platform hour
 - Maintenance cost per mile
 - Fuel cost per mile
 - Supervisor Expense
 - Marketing Expenses
 - Administrative Support
 - Vehicle Replacement Cost
 - Liability Premium (\$0.05 per vehicle mile)

All four members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed \$470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed \$180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

- h. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

Exhibit 1

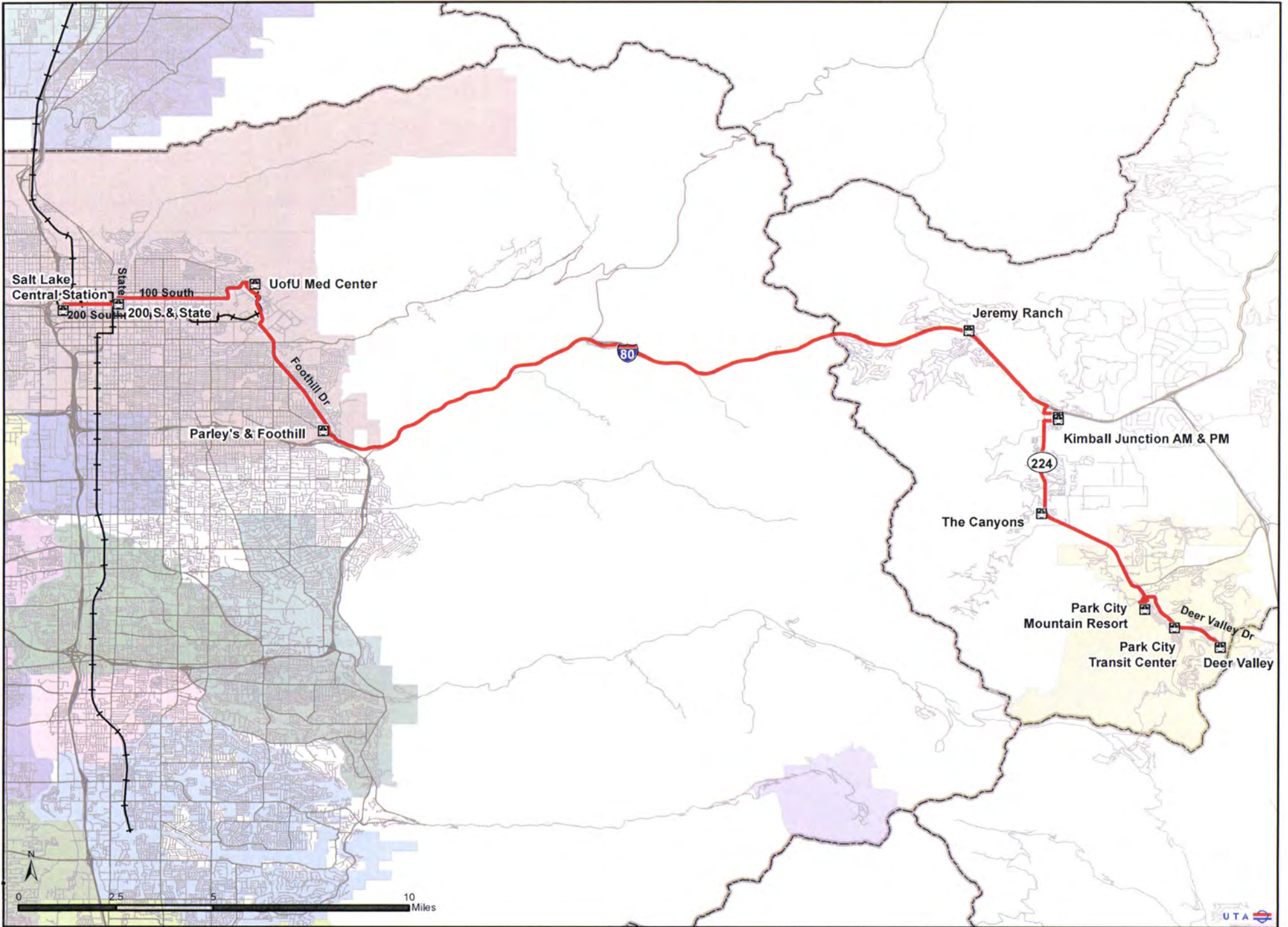


Exhibit 2

Trips Run Times Node to Node Stop Trips															
TO DEER VALLEY [8]															
Frz	Tri	P	Ve	IN	SLCSTATN	185SSTAT	MEDCTR	U.U.HOSP	WAKACHIP	JERRANCH	KIMBALL	CANYONS	PCRM	PCHUB	DEERVLLY
<input type="checkbox"/>	0	O	I-		5:23	5:30	5:40				6:20	6:25	6:38	6:45	6:50
<input type="checkbox"/>	0	O	I-		6:12	6:19	6:29				7:09	7:14	7:27	7:34	7:39
<input type="checkbox"/>	0	O	I-		6:42	6:49	6:59				7:39	7:44	7:57	8:04	8:09
<input type="checkbox"/>	0	O	I-		7:12	7:19	7:29				8:09	8:14	8:27	8:34	8:39
<input type="checkbox"/>	0	O	I-		16:24	16:31	16:41		16:49	17:24	17:29				17:39
<input type="checkbox"/>	0	O	I-		16:54	17:01	17:11		17:19	17:54	17:59				18:09
<input type="checkbox"/>	0	O	I-		17:50	17:57	18:07		18:15	18:50	18:55				19:05
<input type="checkbox"/>	0	O	I-		18:20	18:27	18:37		18:45	19:20	19:25				19:35
To SLC [7]															
Frz	Tri	P	Ve	IN	DEERVLLY	PCHUB	PCRM	CANYONS	KIMBALL	JERRANCH	WAKACHIP	U.U.HOSP	MEDCTR	160SSTAT	SLCSTATN
<input type="checkbox"/>	0	IN	I-			6:36			6:51	6:56	7:33		7:41	7:52	8:01
<input type="checkbox"/>	0	IN	I-			7:06			7:21	7:26	8:03		8:11	8:22	8:31
<input type="checkbox"/>	0	IN	I-			7:50			8:05	8:10	8:47		8:55	9:06	9:15
<input type="checkbox"/>	0	IN	I-		16:10	16:15	16:20	16:31	16:37				17:17	17:28	17:37
<input type="checkbox"/>	0	IN	I-		16:40	16:45	16:50	17:01	17:07				17:47	17:58	18:07
<input type="checkbox"/>	0	IN	I-		17:10	17:15	17:20	17:31	17:37				18:17	18:28	18:37
<input type="checkbox"/>	0	IN	I-		17:44	17:49	17:54	18:05	18:11				18:51	19:02	19:11

- The AM trips to PC skip Research Park and Jeremy Ranch
- The AM trips to SLC skip the resort stops
- The PM trips to PC skip the resort stops
- The PM trips to SLC skip Jeremy Ranch and Research Park
- Kimball Junction is serviced via Highland
- PCMR is accessed with a clockwise loop from Empire to Lowell

Amendment No. 1

To

**Interlocal Agreement Regarding Bus Service Between
Park City And The Salt Lake Valley**

THIS Amendment No. 1 to Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley is made this 26th day of June, 2017, by and between UTAH TRANSIT AUTHORITY (“UTA”), PARK CITY MUNICIPAL CORPORATION (“PARK CITY”), and SUMMIT COUNTY (“COUNTY”). UTA, PARK CITY and COUNTY are hereinafter collectively referred to as “parties” and each may be referred to individually as “party,” all as governed by the context in which such words are used.

WHEREAS, on or about August 24, 2011, the parties entered into the Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley (the “Agreement”) whereby the parties agreed to participate jointly in operating transit service in and around the Salt Lake and Summit Counties as described in the Operating Plan attached to the Agreement as Exhibit A; and

WHEREAS, the Agreement provides for amending the Operating Plan through letter agreement executed by each of the representatives on the Project Management Team; and

WHEREAS, the parties desire to amend the Operating Plan to increase the Operational Deficit identified in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3 Paragraph A of the Agreement states, “The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan...” According to Exhibit A – The Park City to Salt Lake Valley Bus Service – Operating Plan, Paragraph G – “The Operational Deficit for which the City and County are responsible shall not exceed \$470,000.” The parties hereby agree to increase the Operational Deficit from \$470,000 per year to \$708,000 per year, as set forth in Exhibit 3, which is attached hereto.

2. Exhibit 3 is hereby incorporated into the Agreement.

3. The UTA Project Manager shall be Joey Alsop. The representative for each of the other entities shall be as follows: UTA: Lorin Simpson; PARK CITY: Blake Fannesbeck; SUMMIT COUNTY: Caroline Rodriguez.

4. With the exception of the terms in this Amendment, all other terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

UTAH TRANSIT AUTHORITY

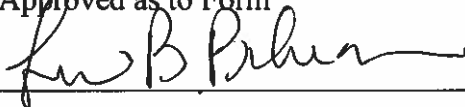
By 

Its President / CEO

By 

Its RGM JCSY

Approved as to Form



UTA Legal Counsel

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

PARK CITY

By [Signature]
Its City Manager, acting

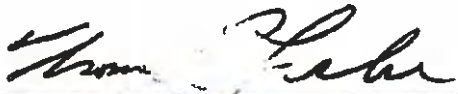
By [Signature]
Its DEPUTY City Atty



[Signature]
Deputy City Recorder

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit County]

Summit County

By  1/5/18
THOMAS C. FISHER
Its COUNTY MANAGER

By _____
Its _____

Approved as to form
Summit County Attorney
By 

Exhibit 3

Park City Costing Scenarios

Change Day	Daily Trips/ Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Liability Premium	Vehicle Recovery Cost	Supervisor Costs	2016 Operational Deficit
																	\$	\$	\$	\$	\$	\$	\$	
December	10	6	96	414.03	17.65	20	273.18	17.72	20	273.18	17.72	4	273.18	17.72	51,766.80	2,474.08	\$ 88,868.95	\$ 99,860.44	\$ 36,754.43	\$ 69,332.18	\$ 2,588.34	\$ 64,708.50	\$ 29,448.00	
April	8	0	87	317.93	13.12	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	27,659.91	1,141.44	\$ 41,000.52	\$ 21,298.19	\$ 19,638.54	\$ 36,511.08	\$ 1,983.00	\$ 34,528.09	\$ 29,448.00	
August	8	0	69	315.43	13.27	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	21,764.67	915.63	\$ 32,889.43	\$ 16,758.80	\$ 15,452.92	\$ 28,729.36	\$ 1,068.23	\$ 27,205.84	\$ 29,448.00	
Total Annual																	\$ 162,758.81	\$ 77,917.38	\$ 71,845.88	\$ 133,572.42	\$ 5,058.57	\$ 126,489.23	\$ 88,344.00	
Total PC-SLC Connect Scheduled Expense																						\$ 665,987.57		\$ 470,000

Exhibit 3

Change Day	Daily Trips/ Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Liability Premium	Vehicle Recovery Cost	Supervisor Costs	Adjusted Operational Deficit (See Amendment 1)
																	\$	\$	\$	\$	\$	\$	\$	
December	20	12	96	584.83	24.44	20	333.76	12.55	20	888.76	12.55	4	333.76	12.55	70,827.20	2,898.44	\$ 104,111.96	\$ 54,536.94	\$ 20,287.81	\$ 99,491.90	\$ 3,541.38	\$ 89,534.00	\$ 29,448.00	
April	16	0	87	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	41,693.88	1,789.59	\$ 64,282.07	\$ 32,104.29	\$ 29,602.65	\$ 55,035.92	\$ 2,084.69	\$ 52,117.35	\$ 29,448.00	
August	16	0	69	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	33,047.56	1,419.33	\$ 50,982.33	\$ 25,482.02	\$ 23,477.97	\$ 43,649.18	\$ 1,653.38	\$ 41,334.45	\$ 29,448.00	
Total Annual																	\$ 219,376.37	\$ 112,109.25	\$ 103,947.83	\$ 192,177.00	\$ 7,279.43	\$ 181,965.80	\$ 88,344.00	
Total PC-SLC Connect Scheduled Expense																						\$ 904,633.80		\$ 904,633.80

The # additional trips per day	April	August	December	Weekend
	8	8	10	6

Differences	\$ (56,617.46)	\$ (34,185.89)	\$ (31,522.05)	\$ (58,604.38)	\$ (2,219.85)	\$ (55,496.58)	\$	
Annual Cost Difference between Scenarios							\$ 238,646.23	+ 238,000
2016 Operational Deficit							\$ 470,000	
Adjusted Operational Deficit							\$ 708,646.23	\$ 708,000

Exhibit "J"

Park City – VW Settlement Agreement

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Agreement #	210454
Amount:	<u>\$3,693,941.00</u>
Date:	_____

VOLKSWAGEN ELIGIBLE MITIGATION ACTION FUNDING AGREEMENT
PARK CITY MUNICIPAL CORPORATION and
STATE OF UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, pursuant to the terms of the settlement,¹ on January 29, 2018, the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia ("Trust") designated the State of Utah a beneficiary under the Trust.² In accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries ("Trust Agreement"),³ the State of Utah may disburse Trust funds for Eligible Mitigation Actions to mitigate the lifetime excess nitrogen oxide ("NO_x") emissions from noncompliant vehicles;⁴

¹ On October 25, 2016, and on May 17, 2017, the United States District Court, Northern District of California ("Court"), entered partial consent decrees requiring the settling defendants (Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, L.L.C., Dr. Ing. H.c. F. Porsche AG, and Porsche Cars North America, Inc.), to collectively fund Eligible Mitigation Actions that will reduce nitrogen oxide emissions where the noncompliant vehicles "were, are or will be operated." *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016) at 5; *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB)(JSC), (Approved May17, 2017).

² *Notice of Beneficiary Designation Under the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia*, In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) (January 29, 2019).

³ *See Environmental Mitigation Trust Agreement for State Beneficiaries* (filed October 2, 2017).

⁴ *First Partial Consent Decree* at 5; *Second Partial Consent Decree* at 5.

WHEREAS, the Utah Department of Environmental Quality (“UDEQ”), as the lead agency in the Trust matter, intends to provide funding assistance to Utah governmental entities⁵ to reduce the purchase price of Eligible Mitigation Actions;⁶

WHEREAS, pursuant to the Environmental Mitigation and Response Act, Title 19, Chapter 1, Part 6, Utah Code, 1953, as amended, the UDEQ may accept and distribute settlement funds in accordance with the terms and conditions of that settlement;

WHEREAS, Park City Municipal Corporation (“Park City”), a governmental entity in the State of Utah, requested financial assistance derived from the Trust to partially fund the replacement of one or more diesel vehicles;

NOW, THEREFORE, pursuant to the Environmental Mitigation and Response Act and the Trust Agreement, this Volkswagen Eligible Mitigation Action Funding Agreement (“Agreement”) is entered into by and between the UDEQ and Park City as follows:

I. Terms of the Eligible Mitigation Action Funding.

- A. **Funding Assistance Purpose:** The UDEQ awards Eligible Mitigation Action Funding Assistance (“Funding Assistance”) to Park City to reduce the purchase price of each new replacement vehicle to achieve a reduction in NO_x emissions.

⁵ Government entity defined pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, Utah Code.

⁶ Trust at ¶ 5.1.

B. Eligible Vehicles to Receive Funding Assistance for Replacement:

Once verified by the UDEQ as meeting the Eligible Mitigation Action requirements, the UDEQ may authorize Funding Assistance for the replacement of each of the following vehicles (also referred to as "replaced vehicle"):

1. Vehicle identification numbers (VIN) 15GGB291561076504, engine model year 2005, Class 8 transit bus;
2. VIN 15GGB291761076505, engine model year 2005, Class 8 transit bus;
3. VIN 15GGB291961076506, engine model year 2005, Class 8 transit bus;
4. VIN 15GGB291061076507, engine model year 2005, Class 8 transit bus;
5. VIN 1M8PDMPA06P057017, engine model year 2005, Class 8 transit bus; and
6. VIN 1M8PDMPA76P057015, engine model year 2005, Class 8 transit bus.

C. Eligible Mitigation Action Funding Deadline:

To receive Funding Assistance, on or before three years from the effective date of this Agreement, Park City shall complete and submit to the UDEQ supporting documentation that all requirements specified in this Agreement have been met.

- D. Maximum Award:** To reduce the purchase price, the UDEQ may provide Funding Assistance up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle purchased by Park City. The total maximum combined Funding Assistance awarded to Park City is \$3,693,941.00.

II. Required Certifications: In signing this Agreement, Park City agrees and certifies, under penalty of perjury, that:

- A. **Park City Cost Share:** Park City shall cost-share or fund a minimum of thirty-five percent (35%) of each new replacement vehicle partially funded under this Agreement.
- B. **Leased Vehicles Not Eligible for Funding Assistance:** Park City shall use Funding Assistance only to purchase each authorized replacement vehicle and not to lease any vehicle.
- C. **Highway Model Year:** Park City shall use Funding Assistance only to replace eligible, UDEQ-approved, Class 8 highway vehicles with engine model years 1992 to 2006.

- D. **Eligible Mitigation Action Funding:** Park City shall only use Funding Assistance:
1. To purchase each new replacement vehicle powered by a 2020 model year or newer engine certified by the U.S. Environmental Protection Agency (“EPA”) or the California Air Resources Board;
 2. To purchase a new replacement vehicle that is in the same Class and associated Gross Vehicle Weight Rating (“GVWR”) as the replaced vehicle listed in ¶ I.B; and
 3. To fund up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired,⁷ and freight.
- E. **Mandated Measures:** Park City shall not use Funding Assistance for emissions reductions that are otherwise mandated under federal law.⁸
- F. **Normal Attrition:** Park City shall not use Funding Assistance to replace vehicles that Park City intends to replace through normal attrition or fleet turnover.⁹ Vehicle replacements that would have occurred through normal attrition or fleet turnover on or before December 31, 2021, are considered the result of normal fleet turnover or normal attrition; and those vehicles are not eligible to be replaced using Eligible Mitigation Action Funding.
- G. **Fleet Expansion:** Park City shall not use Funding Assistance for the purchase of vehicles to expand its fleet.
- H. **Matching Funds:** Park City shall not use Funding Assistance as matching or cost-share funds for other federal grants, including funds received under EPA’s federal Supplemental Environmental Project funds.
- I. **Procurement Code:** Park City shall procure each replacement vehicle in accordance with applicable provisions of the Utah Procurement Code, Title 63G, Chapter 6a, Utah Code and any local procurement rules in Park City’s jurisdiction.

⁷ The cost of additional “optional” components or “add-ons” that significantly increase the cost of the vehicle may not be eligible for funding.

⁸ Voluntary or elective emissions reductions measures shall not be considered “mandated,” regardless of whether the reductions are included in the State of Utah, State Implementation Plan.

⁹ Normal attrition is defined by Park City’s budget plan, operating plan, standard procedures, or retirement schedule.

- J. **Disable Replaced Vehicles:** Park City shall scrap or disable each replaced vehicle within ninety (90) days of being replaced in accordance with the criteria specified in ¶ III.F below.

- K. **Sufficient Progress:** Park City agrees that the UDEQ may terminate any Funding Assistance if Park City fails to make sufficient progress to reasonably ensure completion of the requirements specified in this Agreement prior to three years from the effective date of this Agreement. The UDEQ shall determine whether Park City is achieving sufficient progress by examining quarterly reports, the status of each requirement, the milestone schedule and the time remaining in the project period.

- L. **Replacement Vehicle Use, Management, and Disposition:**
 - 1. Park City shall register, license, and insure each new replacement vehicle in the State of Utah.
 - 2. Park City shall operate each new replacement vehicle, partially funded under this Agreement, in the same function and operation as the replaced vehicle, specified in ¶ I.B.
 - 3. For each replacement vehicle partially funded under this Agreement, Park City shall follow the manufacturer's recommendations for routine maintenance and retain documents demonstrating that the maintenance was completed. These documents shall be made available to the UDEQ upon request.
 - 4. Park City shall not tamper with, remove, or render inoperative an emission control component of the EPA or CARB certified engine.
 - 5. If Park City uses a replacement vehicle as a trade-in, it shall only trade for an equivalent replacement vehicle. If Park City sells a replacement vehicle, it shall use the proceeds to offset the cost of a subsequent equivalent replacement vehicle.
 - 6. If the current per unit, fair market value of each replacement vehicle partially funded under this Agreement is \$5,000 or less, the vehicle may be retained, sold or otherwise disposed of with no further obligation.

III. **Eligible Mitigation Action Funding Conditions.**

To receive Funding Assistance, Park City shall comply with the following conditions:

- A. **Standard Terms and Conditions:** Park City shall comply with the Funding Assistance Agreement, Standard Terms and Conditions, Attachment A.
- B. **Quarterly Reporting and Environmental Results:** Beginning with the subsequent quarter, at least (90) days after the effective date of this Agreement until Park City is reimbursed under ¶ III.F., Park City shall prepare and submit quarterly progress reports to the UDEQ on or before:

- July 1st
- October 1st
- January 1st
- April 1st

In its quarterly reports, Park City shall describe its status with respect to completing the requirements specified in this Agreement, including: a summary of Park City's progress toward completing the Eligible Mitigation Action; (¶ III.C.3) expenditures and planned activities for the next quarter (i.e., submitting to UDEQ documentation that demonstrates compliance with applicable procurement requirements, ordering each replacement vehicle, delivery of each replacement vehicle, entering each replacement vehicle into service, disabling each replaced vehicle, etc.); an explanation of any challenges encountered during the reporting period that may impede progress toward completing the Eligible Mitigation Action; a description of any public outreach activities involving the Eligible Mitigation Action project; and anticipated completion date. Park City may submit the quarterly reports and responses to the UDEQ through electronic mail.

- C. **Eligible Mitigation Action Activities:** Prior to each replacement vehicle purchase, Park City shall obtain written approval from UDEQ acknowledging Park City's justification that its purchasing procedures comply with applicable state and local laws (¶ II.I procurement requirements) and verifying vehicle eligibility. To determine eligibility, Park City shall provide the following information to UDEQ:
 - 1. For each vehicle to be replaced:
 - a) The make and model;
 - b) Legible photos of:
 - (1) the side profile, including any vehicle identifier name or number;

- (2) the full engine plate that clearly specifies the engine make, model, year, horsepower, displacement, serial number, engine family name, and EPA estimated emissions for NO_x (nitrogen oxides) and PM (particulate matter);
 - (3) the Vehicle Identification Number (VIN) plate; and
 - (4) the GVWR;
 - c) The total percentage of time the vehicle operates in the 24-hour PM_{2.5} nonattainment counties - Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber counties;
 - d) Evidence demonstrating that the vehicle is an early replacement, that the replacement would not have occurred through normal attrition, including a description of Park City's normal attrition cycle, and that the vehicle has a minimum of three years remaining in its useful life;
 - e) Vehicle route description, including details of the vehicle's current purpose, routes, and daily/weekly/seasonal operation schedule;
 - f) An odometer reading within thirty (30) days of the date of Application submission;
 - g) The annual miles traveled;
 - h) The annual fuel usage;
 - i) The estimated annual hours the vehicle idles;
 - j) Proof of current registration in the State of Utah; and
 - k) Proof of current insurance.
 - 2. For each proposed new replacement vehicle:
 - a) The vehicle make, model, and model year;
 - b) The engine family name and model year;
 - c) The GVWR;
 - d) The horsepower;
 - e) The displacement;
 - f) The fuel type;
 - g) The estimated cost (including itemized add-ons);
 - h) An explanation if any add-ons are necessary to make the vehicle usable for the vehicle's intended purpose; and
 - i) Documentation that Park City's jurisdiction shall fund a minimum of the thirty-five percent (35%) cost share.
 - 3. A timeline specifying anticipated dates to meet key milestones specified in this Agreement, including submission of new vehicle purchase price quotes, ordering the vehicles, securing the thirty-five percent (35%) cost share funding, purchase of vehicles, disabling the replaced vehicle engine and chassis, and submission of reimbursement documentation.
- D. **Replacement Vehicle Procurement Code Documentation:** Park City shall obtain competitive bids for the purchase of each new

replacement vehicle in accordance with Utah Code § 63G-6a-6 and any local procurement rules that apply to Park City's jurisdiction. To demonstrate proof of competition and to allow cost and price analyses, Park City shall submit to the UDEQ, for approval, a minimum of two itemized price quotes for replacement vehicles in the same class, same model year, and similar GVWR, engine displacement and horsepower as the replaced vehicle. Park City shall submit the Vehicle Price Quote Bid Summary Form ("Price Quote Form"), provided by the UDEQ, signed and dated by each vendor. In lieu of submitting the Price Quote Form, Park City may submit a signed and dated price quote from each vendor that summarizes the information specified in the Price Quote Form. Each price quote shall be dated within in ninety (90) days of the other quote and within one year of the date of purchase. The information required in the Vehicle Price Quote Bid Summary Form includes:

1. The vehicle and engine make and model;
2. The GVWR;
3. The engine model year;
4. The horsepower;
5. The engine displacement;
6. That the vehicle is certified to the most stringent EPA emissions standards;
7. Add-ons, modifications or attachments;
8. Delivery costs, if applicable;
9. The dealership providing the quote;
10. That the quote is offered to Park City;
11. The time period the quote is valid; and
12. Warranty information.

E. Replacement Vehicles Orders: Any replacement vehicles orders are incurred at Park City's own peril, unless, for each vehicle, Park City has received written authorization from the UDEQ confirming:

1. Park City's vehicle is eligible for replacement using Funding Assistance;
2. Park City's desired replacement vehicle meets the criteria specified in this Agreement, ¶ II.D;
3. Park City obtained a minimum of two competitive price quotes in accordance with ¶ III.D above; and
4. Park City is authorized to place an order for the purchase of its replacement vehicles.

F. Reimbursement and Receiving Funding Assistance: Reimbursement of the Funding Assistance portion of each new vehicle purchase price shall occur after each replacement vehicle is entered into service and upon determination by the UDEQ that Park City has complied with the terms, conditions, and certifications of this

Agreement. To demonstrate compliance with the terms of this Agreement, Park City shall:

1. **Permanently Disable Each Replaced Vehicle:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall scrap or permanently disable each replaced vehicle by:
 - a) Cutting a three-inch by three-inch hole in the engine block, the part of the engine that contains the cylinders; and
 - b) Disabling the chassis by cutting through the frame rails on both sides of the vehicle between the front and rear axles.

2. **Demonstration of Each Disabled Replaced Vehicle and Proper Disposal:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall obtain a signed certificate of destruction¹⁰ signed by both the individual disabling each vehicle and an individual authorized to represent Park City. The certificate of destruction for each individual replaced vehicle shall include an electronic copy of a continuous, clear, unedited video that captures:
 - a) The side profile of the vehicle;
 - b) The VIN plate showing a legible VIN;
 - c) The entire engine plate clearly displaying the engine make, model, year, horsepower, displacement, serial number, and engine family name;
 - d) The three-inch by three-inch hole drilled into the engine block; and
 - e) The cut chassis rails.

Park City may supplement the continuous, clear, unedited video with still photographs of engine and vehicle data if the location of the data is impossible to capture in the continuous video.

3. **Submission of Documentation for Reimbursement:** On or before three years from the effective date of this Agreement, Park City shall submit to the UDEQ the following:
 - a) For each replaced vehicle, a certificate of destruction, signed by both the dismantler and person authorized to represent Park City, specifying the date of destruction and an electronic video meeting the requirements specified in ¶¶ III.F.1 and 2 above;

¹⁰ Certificate of Destruction form to be obtained from the UDEQ.

- b) Any receipt for scrappage if Park City received proceeds from the scrappage of the replaced vehicles;¹¹
- c) A final purchase invoice for each replacement vehicle that specifies:
 - (1) the invoice date;
 - (2) the total purchase price of the vehicle;
 - (3) the vehicle make, model, and model year;
 - (4) the Vehicle Identification Number (VIN);
 - (5) the dealership name; and
 - (6) Park City as the purchaser;
- d) Proof of payment for each replacement vehicle rendered by Park City; and
- e) The date Park City placed each replacement vehicle into service.
- f) For each replaced vehicle, a statement, signed by an individual authorized to represent Park City, that:
 - (1) describes the procurement process to purchase the vehicle and
 - (2) states that "each replacement vehicle for which I am seeking funding assistance was procured in accordance with applicable state (63G-6a Utah Code) and local laws as described in this statement."

G. **Funds Derived from Scrappage:** Park City shall use any proceeds from the scrappage of the replaced vehicles to pay, in part, Park City's cost-share portion of the cost of the replacement vehicles.

H. **Delays or Favorable Developments:**

- 1. Park City shall promptly notify the UDEQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.
- 2. Park City shall notify the UDEQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.

I. **Timely Follow-Up:** Park City shall timely respond with any necessary supporting documentation to any follow-up inquiries from the UDEQ, no later than fifteen (15) days after receipt of the inquiry.

¹¹ Equipment and vehicle components may be salvaged from the vehicle being replaced (e.g. plow blades, shovels, seats, tires, etc.).

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Part 6, Utah Code, the parties hereto mutually agree to perform and execute this Agreement. This Agreement shall take effect upon the signature of the Executive Director as evidenced below.

PARK CITY MUNICIPAL CORPORATION
1053 Ironhorse Drive
Park City, UT 84060

STATE OF UTAH
DEPARTMENT OF
ENVIRONMENTAL QUALITY
195 North 1950 West
Salt Lake City, Utah 84114

DocuSigned by:
Matthew Dias
D5D5222E88E246E...
By: Matthew Dias
Print your name
Date: 7/24/2020

Scott Baird
Scott Baird (Jul 30, 2020 13:57 MDT)
By: L. Scott Baird
Executive Director
Date: 07/30/2020

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

07/30/2020

ATTACHMENT A
Volkswagen Diesel Emission Environmental Mitigation Trust
Eligible Mitigation Action Funding Agreement
Park City Municipal Corporation
Standard Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. "Agreement" means the Volkswagen Eligible Mitigation Action Funding Agreement, including all attachments and documents incorporated by reference.
 - b. "Project Sponsor" means City of Park City Municipal Corporation as the entity to receive Funding Assistance pursuant to the terms of this Agreement. Project Sponsor as used in this Agreement shall include Project Sponsor's agents, officers, employees, and partners.
 - c. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDEQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - d. "Trust" means the Volkswagen Diesel Emission Environmental Mitigation Trust created pursuant to *Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("First Partial Consent Decree"), (Approved October 25, 2016); and Second Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May17, 2017).*
 - e. "Trust Agreement" means the Environmental Mitigation Trust Agreement for State Beneficiaries, approved September 19, 2017, effective October 2, 2017.
 - f. "UDEQ" means the Department of Environmental Quality, the lead agency for the Trust as designated by the Governor of the State of Utah.

2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Agreement, Project Sponsor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Project Sponsor shall maintain all records specified in this Agreement. These records shall be retained by Project Sponsor for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. Project Sponsor agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDEQ, access to all such records.

5. **CONFLICT OF INTEREST:** Project Sponsor represents that none of its officers or employees are officers or employees of the UDEQ unless previously disclosed in writing.
6. **INDEPENDENT CAPACITY:** Project Sponsor shall act in an independent capacity and not as officers or employees or agents of the UDEQ or other agencies of the State of Utah.
7. **INDEMNITY:** Both parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-1010 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties.
8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDEQ and Project Sponsor, which amendment will be attached to this Agreement.
9. **TERMINATION:** This Agreement may be terminated, with cause by the UDEQ, upon written notice. The Project Sponsor will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Project Sponsor may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the Project Sponsor will render the Project Sponsor ineligible for reimbursement of any costs associated with the EVSE project.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to Project Sponsor, this Agreement may be terminated in whole or in part at the sole discretion of the UDEQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDEQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDEQ will reimburse the Project Sponsor for eligible costs of the project until the effective date of said notice. The UDEQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
11. **PUBLIC INFORMATION:** The Project Sponsor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA) and the Trust Agreement. The Project Sponsor

gives the UDEQ and the State of Utah express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA and the Trust Agreement. The UDEQ and the State of Utah are not obligated to inform Project Sponsor of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

12. **ASSIGNMENT:** The Project Sponsor may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.
13. **REMEDIES:** Any of the following events will constitute cause for the UDEQ to declare the Project Sponsor in default of this Agreement: (i) the Project Sponsor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Project Sponsor's material breach of any term or condition of this Agreement. The UDEQ may issue a written notice of default providing a ten (10) day period in which Project Sponsor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Project Sponsor's liability for damages. If the default remains after Project Sponsor has been provided the opportunity to cure, the UDEQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDEQ has made to Project Sponsor under this Agreement.
14. **FORCE MAJEURE:** Neither the UDEQ nor Project Sponsor will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.
15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
16. **PROCUREMENT ETHICS:** The Project Sponsor understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDEQ whether it is given for their own use or for the use or benefit of any other person or organization.
17. **CHANGES IN SCOPE:** Any changes in this Agreement to be performed under these terms and conditions shall be in the form of a written amendment, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in this Agreement.
18. **REVIEWS:** The UDEQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of Project Sponsor to meet all of the terms and conditions of this Agreement, including providing quarterly reports.

19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement and (ii) this Attachment A. Any provision attempting to limit the liability of Project Sponsor or limit the rights of the UDEQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDEQ's right to enforce this Agreement with respect to any default of this or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
22. **ERRORS AND OMISSIONS:** The Project Sponsor shall not take advantage of any errors and/or omissions in this Agreement. The Project Sponsor must promptly notify the UDEQ of any errors and/or omissions that are discovered.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Dan Harmuth, IT Director
PRESENTER(S): Dan Harmuth, IT Director; David Snyder, Fares and BI Applications Manager

BOARD MEETING DATE: September 2, 2020

SUBJECT: Rail Ticket Vending Machine (TVM) System Maintenance and Support (Scheidt & Bachmann)

AGENDA ITEM TYPE: Expense Contract

RECOMMENDATION: Approve award and authorize the executive director to execute a sole source contract and associated disbursements with Scheidt and Bachmann for a two-year system maintenance contract in the amount of \$220,412.00.

BACKGROUND: Scheidt and Bachman is the original equipment manufacturer and has provided annual system maintenance and support for our back-office system and software on our over 158 Ticket Vending Machines (TVM).

 UTA staff plans to contract with Scheidt & Bachman for an additional 2 years of TVM system service. This 2-year timeframe will allow UTA (Fares) to go out with an RFP for replacement TVMs, as well as give us time for system configuration, and implementation.

DISCUSSION: The IT Department contacted Scheidt & Bachman and asked for COVID-19 cost concessions. In response, Scheidt & Bachman is offering a 15% discount for a 2-year contract. This contract has a total value of \$220,412 and removes the annual rate increase for the contract time-period (Oct 2020 thru Sept 2022). Total savings over the 2-year period from the current rate is \$38,896.

 The contract timeframe is 10/1/2020 through 9/30/2022 billed on an annual basis.

CONTRACT SUMMARY:	Contractor Name: Scheidt and Bachmann	Contract Number: 20-03320
	Base Contract Effective Dates: 10/1/2020 to 9/30/2022	Extended Contract Dates: None
	Existing Contract Value:	Amendment Amount:

	New/Total Amount Contract Value: \$220,412.00 – 2 Year Total (\$110,206 per year)	
	Procurement Method: Sole Source	Funding Sources: OPEX
ALTERNATIVES:	There is no viable alternative as the TVMs require maintenance and support.	
FISCAL IMPACT:	Net saving over the two-year period is \$38,896. This is an annual budget item for Technology Contracted Services (5200.50353).	
ATTACHMENTS:	1. Scheidt and Bachman UTA Master Services Agreement	

**Master Services Agreement
General Terms and Conditions**

This Master Services Agreement (the "Agreement") is made effective the date of the last signature ("Effective Date:") between Utah Transit Authority, having offices at 669 West South Salt Lake City, Utah 84101 ("UTA") and Scheidt & Bachmann USA Inc., having offices at 1001 Pawtucket Boulevard, Lowell, MA 01854 ("S&B").

The parties agree as follows:

1 AGREEMENT

This Agreement consists of the following documents:

- (a)) these terms and conditions
- (b) Attachment 1, Scope of Services
- (c) Attachment 2, Charges

2 THE SERVICES

2.1 S&B shall provide the Services described in Attachment 1 in accordance with this Agreement.

2.2 S&B shall provide the Services in a professional, workmanlike and timely manner.

2.3 S&B shall provide personnel who have been properly trained and who have the skills needed to provide the Services.

3 PAYMENT, INVOICES AND TAXES

3.1 UTA shall pay for the Services in accordance with this Agreement. UTA shall issue a Purchase Order against which S&B can invoice.

3.2 Payments must be made within 30 days of receipt of an invoice that is prepared in accordance with normal business practice, or, where applicable, in a form required by UTA.

3.3 The fees and charges set out in Attachment 2 do not include taxes. If UTA provides S&B with a tax-exemption certificate, S&B will not invoice UTA for any tax covered by that certificate. If the Services are, or this Agreement is, subject to any tax not covered by a tax-exemption certificate, whether federal, state or local, and howsoever designated, an additional line item will be added to each invoice for such tax and UTA will pay such tax to S&B in addition to the fees and charges due under each such invoice. This provision shall not apply to income or corporate tax to which S&B is subject in the normal course of business.

4 TERM AND TERMINATION

4.1 This Agreement shall apply for the period set out in Attachment 2 unless terminated earlier as provided for in these terms and conditions.

4.2 If one party is in material breach of the terms of this Agreement, the other party may, by notice in writing:

(a) where the breach is of such a nature that it can be remedied within a given time, require that the party in breach remedy the breach within a specified time, or

(b)) where the breach is of such a nature that the time required to effect a remedy cannot be stated with reasonable certainty, require that the party in breach provide within a specified time a plan for remedying the breach and that such party actually commences to remedy the breach in accordance with that plan.

A notice given under this section need not be in any specific form but must be sufficiently detailed to identify with reasonable accuracy the breach complained of and to allow the party receiving the notice to understand what is required of that party.

4.3 Failure to comply with a notice given under the preceding section entitles the other party to terminate the Agreement. Notice of termination is given in writing and specifies the date from which the Agreement ceases to have effect. Termination does not affect rights or obligations existing at the date of termination.

5 WARRANTY AND LIMITATION OF LIABILITY

5.1 S&B warrants that the Services will be provided in accordance with the terms of this Agreement.

5.2 S&B is not liable for indirect, incidental, special or consequential damage, lost revenue, lost profits, lost data, loss of use, loss of contracts, business interruption, delay damages, loss arising from the use of 3rd party software, loss that is caused by the use of interfaces which are delivered or provided by UTA or others or for any other claimed economic loss, arising out of or related to this Agreement under any legal theory, even if S&B has been advised of, knows or should have known of the possibility of such damages. In any situation where S&B is liable, such liability is limited to the annual value of this Agreement.

5.3 The parties acknowledge that the limitation of liability set out in this section was taken into account when agreeing on the service to be provided and the payment to be made for that service. If this limitation is set aside for any reason, liability shall be limited to the minimum permitted by law.

5.4 The provisions of this section shall survive expiry or termination of this Agreement.

6 CONFIDENTIAL INFORMATION

6.1 The parties will exchange such information as may be needed to facilitate the Services. The parties acknowledge that some information may be confidential or proprietary and so require protection.

Therefore, the parties agree that:

(a) neither party shall disclose Confidential Information to any third party. 'Confidential Information' is information that is marked or identified as confidential or proprietary or that is of such a nature and disclosed in such circumstances that a reasonable person would consider it confidential or proprietary;

(b) a party receiving Confidential Information shall guard and protect that information with the same degree of care as is used by the recipient to protect its own Confidential Information, provided that such degree of care is not less than reasonable;

(c) a party receiving Confidential Information shall use that information solely for the purposes of this Agreement.

6.2 The restriction on disclosure shall not apply to any information which:

- (a) is or becomes publicly known through no wrongful act or failure to act on the part of the recipient, or
- (b) is already known by the recipient, or
- (c) becomes known to the recipient without proprietary restrictions and without breach of agreement from a source other than the discloser, or
- (d) is independently developed by the recipient without reference to or use of the Confidential Information disclosed by the discloser, or
- (e) is required to be disclosed by law or pursuant to a judicial order, provided that the recipient promptly provides notice of that order to the other party before making any such disclosure to allow the other party to seek relief against that order.

6.3 The provisions of this section shall survive expiry or termination of this Agreement.

7 FORCE MAJEURE

7.1 A "Force Majeure Event" is one whose occurrence was not reasonably foreseeable at the time of entering into this Agreement and which is beyond a party's reasonable control.

7.2 A party affected by a Force Majeure Event is excused from performance of its obligations under this Agreement only to the extent that it is actually prevented from fulfilling those obligations and provided that that party

- (a) informs the other party in a timely manner both of the occurrence of the Force Majeure Event and its likely consequences,
- (b) takes such steps as may reasonably be possible to minimize the consequences of the Force Majeure Event,
- (c) keeps the other party informed about the situation while the Force Majeure Event continues,
- (d) notifies the other party as soon as the Force Majeure Event comes to an end, and
- (e) immediately resumes performance under this Agreement to the greatest extent possible when the Force Majeure Event ends.

8 DISPUTES

8.1 Either party may declare at any time that a dispute has arisen. The party making such a declaration shall inform the other party in writing of:

- (a)) the facts giving rise to the dispute, and
- (b) that party's interpretation of the application of this Agreement and any relevant law to those facts, and
- (c) that party's understanding of the other party's position in relation to the matter in dispute.

8.2 The party receiving a notice of dispute shall respond within a reasonable time, but not more than 14 working days. In its response, that party shall state its agreement or disagreement, on an item-by-item basis, with matters raised by the first party. In particular, where there is a disagreement,

the responding party shall set out:

- (a) its view of the facts asserted in the notice of dispute, and
- (b) its interpretation of the application of this Agreement and any relevant law, and
- (c) its understanding of the first party's position, and
- (d) any other matters it considers relevant.

8.3 The parties shall meet not later than 7 working days of delivery of the response to try and resolve the dispute. At this meeting, the parties should, if possible be represented by persons who are at a higher level of management than those responsible for the administration or management of the Services. If resolution cannot be reached within a reasonable time, or if the timelines set out in this provision are not adhered to, either party may refer the matter to a court of competent jurisdiction.

8.4 Nothing in this section precludes the parties from mutually referring a dispute to mediation or arbitration at any time.

9 ASSIGNMENT

9.1 Neither party may assign either the benefit or burden of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10 NOTICES

10.1 Notices under this Agreement are given in writing and sent by courier or by certified mail, with a receipt required in both cases. The parties' addresses for service of notices are, respectively:

For UTA:

UTA Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Attention:

For S&B:

Scheidt & Bachmann USA Inc.
1001 Pawtucket Boulevard
Lowell, MA 01854

Attention: Executive Vice President, Fare Collection Systems

10.2 Notices are effective on the date they are received as evidenced by the receipt, unless delivery cannot be completed after two attempts. In this case, a notice is effective three days after the date the notice was first sent

11 SEVERABILITY AND WAIVER

11.1 If any part of this Agreement is held to be illegal, invalid or unenforceable, the remainder of the Agreement shall remain in force provided that it retains its overall commercial sense and effect. The parties shall replace the offending provision with one that does not disturb the original commercial balance and intent of the Agreement. Failure or delay in exercising a right or power under this Agreement is not a waiver of that right or power.

12 GOVERNING LAW AND JURISDICTION

12.1 This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Utah.

12.2 Any action or proceeding is brought exclusively in a federal or state court located in Salt Lake County, Utah.

13 ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement between the parties regarding the Services. It replaces and supersedes all prior or contemporaneous agreements and understandings relating to the Services, and all related communications, both written and oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the date hereof.

Signed on behalf of Utah Transit Authority:

Carolyn M. Gonot
Executive Director

Daniel Harmuth
IT Manager

Signed on behalf of Scheidt & Bachmann USA Inc.:



Amy Jenks, Regional Vice President

SERVICE AGREEMENT

ATTACHMENT 1 – SCOPE OF SERVICES

1. Service Desk

1 S&B provides a Service Desk to which the Customer can direct all issues covered by this Service Agreement and for which the Customer requires S&B's help.

1.1 The Service Desk monitors and records the progress and status of all reported issues. It maintains a log of all issues dealt with during the lifetime of this Service Agreement.

1.2 The Customer can contact the Service Desk either by telephone or by e-mail. Only telephone should be used for reporting critical problems outside of Service Desk operating hours - please refer to Section 3 of this Attachment for details.

1.3 The telephone number for the Service Desk is: +1 781 273 6574

1.4 The e-mail address for the Service Desk is: Service-FCS-US@scheidt-bachmann.com

1.5 Every Incident notified by the Customer to the Service Desk is given a unique, six digit Incident Number. The Service Desk provides this Incident Number to the Customer when first responding to the Customer.

1.6 The Incident Number is used to track reported issues. The Customer should cite the Incident Number when requesting information on the status of a reported issue.

1.7 S&B will provide a monthly Service Report.

2. What is covered by the Service Desk

2. The Customer may contact the Service Desk for assistance with any of the following:

(a) Advice and guidance regarding the equipment supplied by S&B. S&B provides this advice and guidance to enable the Customer to correctly operate and maintain these devices.

(b) Advice and guidance regarding the software provided by S&B as part of the fare collection system.

(c) To request software support as detailed in Section 4.

(end of page)

3. Service Desk Hours of Operation

3.1 The Service Desk is open at the following times:

Monday – Friday
6:00 am - 8:00pm EST

3.2 At all other times, the Customer can call S&B's call service and leave a message. The Customer may specify that a matter is critical. In such a case, the call service will contact an S&B technician who will handle the matter from that point forward. Non-critical calls are logged and are dealt with by the Service Desk during normal business hours.

3.3 The telephone number for the call service is the same as the Service Desk: +1 781 273 6574.

3.4 A critical problem is a problem that causes your System to become completely unavailable to users or severely impacts operations. This includes incidents such as (i) complete failure of CSS functionality; (ii) CSS status monitoring not running, (iii) credit/debit authorization down; or (iv) majority (>50%) of field devices not in revenue earning mode.

3.5 If the Customer identifies a call as critical when leaving a message with S&B's call service, the call service will immediately contact an S&B technician who will contact the customer within one hour and handle the matter from that point forward.

3.6 Non-critical items reported to the call service are logged and dealt with by the Service Desk during normal business hours.

4. Software Support

4.1. General

S&B shall provide Software Maintenance Services as described in this Attachment for the Software already provided by S&B or provided in the future. The software includes the embedded Oracle Database but excludes any other 3rd party software.

S&B acknowledges that at any given time the version of software installed on the field devices may be different across the whole fleet.

4.2 An update of Proprietary Software is a new version of software required to correct defects by means of fixes, patches or service packs. When necessary, S&B shall provide and install updates twice a year. If the Customer requests that additional updates be issued, S&B shall be paid its reasonable costs of providing and installing such additional updates. In no case will updates be provided less than every nine (9) months.

4.3 The Customer's requirements for the implementation of updates are as follows:

(a)) The Customer and S&B will discuss the desired content and / or the status of upcoming updates of Proprietary Software.

(b) At least 2 weeks prior to the release of an update S&B will provide release notes including the following minimum information:

- (i) Current and new software versions
- (ii) A maintained change list
- (iii) Detailed descriptions of changes
- (iv) Internal Testing Completed
- (v) Recommended Customer Testing
- (vi) S&B point of contact for any issues

(c) The Customer will review release notes and grant approval for S&B to proceed with installation to either test or production environments.

(d) S&B shall not make any modifications or additions to the software without the Customer's prior written approval.

4.4 The Customer shall not withhold updates to be installed for a period longer than one year and three months so as to keep the system in an up-to-date status that Contractor can support.

4.5 S&B shall deliver software patches or hot fixes to its proprietary software between scheduled updates in order to resolve known issues or failures where good practice so requires. The scheduling for these patches will be mutually agreed.

4.6 If deployment of an update fails or causes an error, S&B will immediately roll back the system to its previously existing status. S&B will also provide a solution to correct the error that occurred as soon as is reasonably possible.

4.7 On a quarterly basis, S&B will analyze available security patches and updates for third party software (e.g., CDCS Microsoft Windows Operating System, Oracle, etc.) installed on the Customer's production system. S&B will test the compatibility of such patches and updates for their suitability on the Customer's system. S&B will provide to the Customer the list of certified and tested updates for Third Party Software. The Customer is responsible for installing the updates and reporting the completion of the installation to S&B.

4.8 S&B is not responsible for failures or errors arising from third party software but shall use reasonable efforts to restore the affected software to operational status, subject to the conditions of any third party Software supplier.

(END OF DOCUMENT)

UTA MASTER SERVICES AGREEMENT

ATTACHMENT 2 - CHARGES

Item	Cost per Year
Software Support including Service Desk	\$ 129,654.00*
15% Discount	\$-19,448.00
Total Per Year	110,206.00
TOTAL for 2 year agreement	\$ 220,412.00

***Annual price increase was waived**

Period to which the Agreement relates:

From: Oct 1, 2020 to Sept 30, 2022.

The charges set out above are annual charges, but may be invoiced on a monthly basis. If applicable, they can be invoiced on a pro-rata basis.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Dan Harmuth, Director of Information Technology
PRESENTER(S): Lowell Bate, IT Project Manager and Jana Ostler, Board Manager

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Board Management Software (Carahsoft Technology Corporation/Granicus)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contract and associated disbursements with Carahsoft Technology Corporation/Granicus in the amount of \$236,004.97
BACKGROUND:	The purpose of Board meeting management software is to provide a more streamlined process for the submission of agenda items for board and committee meetings, the review and approval of agenda related documents, the compilation of a meeting packet, improved video streaming options, and the publishing of meeting materials (documents, PowerPoints, audio files, etc.) for greater transparency to the public.
DISCUSSION:	<p>Staff from the Board Office, the Executive Director Office, the Operations Analysis Systems department and the Information Technology departments established goals for a board meeting management software program as well as conducted a review of various software programs and approaches. After the review, Granicus was selected and provides a solution called Legistar. Legistar will provide UTA with:</p> <ul style="list-style-type: none">- A customized and automated legislative workflow- Automated agenda material compilation and approval- Better visibility into where an agenda item sits in the approval process- Integration with our records management solution, Laserfiche- A more streamlined agenda publishing process to UTA's website- A public facing portal and legislative research tool for improved transparency and search capabilities of meeting materials.- A streamlined video streaming and indexing tool <p>Staff proposes approving a five year contract for the Granicus tool, which includes installation and set-up fees of \$27,131.95 and an annual license maintenance fee starting with the first year at \$36,475.24 and increasing annually at approximately 6.8%: Year 2 at \$38,945.84, Year 3 at \$41,589.39, Year 4 at \$44,417.98, and Year 5 at \$47,444.57, for a total 5 year contract value of \$236,004.97.</p>

	Carahsoft Technology Corporation, a reseller for Granicus, is part of the NASPO Utah State Contract AR2472. This procurement was effected through the state contract with certain terms and conditions removed per Addendum A attached.	
CONTRACT SUMMARY:	Contractor Name: Carahsoft Technology Corporation/Granicus	Contract Number: Utah State Contract AR2472 UTA Contract 20-03326
	Base Contract Effective Dates: Upon Execution – September 2025	Extended Contract Dates:
	Total Amount Contract Value: \$236,004.97	
	Procurement Method: State Contract	Funding Sources: Local
ALTERNATIVES:	Without a technology supported solution to Board meeting management, there is a risk to the sustainability of the frequency of UTA Board meetings. Another risk of not moving forward is the difficulty in governance oversight, which would be improved with the Legistar tool from Granicus.	
FISCAL IMPACT:	Funds for this software are included in the 2020 budget.	
ATTACHMENTS:	1) Carahsoft Technology Corporation/Granicus Quote and Contract Addendum A	

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Rick Wilson
 Purchasing
 Utah Transit Authority
 3600 S 700 W
 Salt Lake City, UT 84119-4122 USA

FROM: Peter Ko
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: rwilson@rideuta.com

EMAIL: Peter.Ko@carahsoft.com

PHONE: (801) 287-3016

PHONE: (571) 662-3011

FAX: (703) 871-8505

TERMS: Contract Number: AR2472
 Contract Term: 10/14/2016 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 22215092
QUOTE DATE: 06/05/2020
QUOTE EXPIRES: 09/15/2020
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$235,874.76
SHIPPING AMOUNT: \$130.21

TOTAL QUOTE: \$236,004.97

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	COOP	QTY	EXTENDED PRICE
9	AR2472-GOV003-42	Granicus Encoding Appliance Annual Subscription Granicus - GEA-GR-246B	\$1,180.92	COOP	1	\$1,180.92
10	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Laserfiche Integration Granicus - LEG-GR-246OP	\$1,272.26	COOP	1	\$1,272.26
11	AR2472-GOV003-213	Meeting Efficiency Suite Minutes Package Annual Subscription Granicus - MES-GR-246MP	\$9,351.15	COOP	1	\$9,351.15
ANNUAL FEES SUBTOTAL:						\$36,475.24
YEAR 2						
12	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Granicus - LEG-GR-246OP	\$15,799.06	COOP	1	\$15,799.06
13	AR2472-GOV003-257	Government Transparency Package Annual Subscription Granicus - GTS-GR-246AP	\$10,598.81	COOP	1	\$10,598.81
14	AR2472-GOV003-42	Granicus Encoding Appliance Annual Subscription Granicus - GEA-GR-246B	\$1,180.92	COOP	1	\$1,180.92
15	AR2472-GOV003-213	Meeting Efficiency Suite Minutes Package Annual Subscription Granicus - MES-GR-246MP	\$10,005.73	COOP	1	\$10,005.73
16	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Laserfiche Integration Granicus - LEG-GR-246OP	\$1,361.32	COOP	1	\$1,361.32
YEAR 2 SUBTOTAL:						\$38,945.84
YEAR 3						
17	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Granicus - LEG-GR-246OP	\$16,905.00	COOP	1	\$16,905.00
18	AR2472-GOV003-257	Government Transparency Package Annual Subscription Granicus - GTS-GR-246AP	\$11,340.72	COOP	1	\$11,340.72
19	AR2472-GOV003-42	Granicus Encoding Appliance Annual Subscription Granicus - GEA-GR-246B	\$1,180.92	COOP	1	\$1,180.92
20	AR2472-GOV003-213	Meeting Efficiency Suite Minutes Package Annual Subscription Granicus - MES-GR-246MP	\$10,706.13	COOP	1	\$10,706.13
21	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Laserfiche Integration Granicus - LEG-GR-246OP	\$1,456.62	COOP	1	\$1,456.62
YEAR 3 SUBTOTAL:						\$41,589.39
YEAR 4						
22	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Granicus - LEG-GR-246OP	\$18,088.35	COOP	1	\$18,088.35
23	AR2472-GOV003-257	Government Transparency Package Annual Subscription Granicus - GTS-GR-246AP	\$12,134.58	COOP	1	\$12,134.58
24	AR2472-GOV003-42	Granicus Encoding Appliance Annual Subscription Granicus - GEA-GR-246B	\$1,180.92	COOP	1	\$1,180.92
25	AR2472-GOV003-213	Meeting Efficiency Suite Minutes Package Annual Subscription Granicus - MES-GR-246MP	\$11,455.55	COOP	1	\$11,455.55

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
26	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Laserfiche Integration Granicus - LEG-GR-246OP		\$1,558.58	COOP	1	\$1,558.58
YEAR 4 SUBTOTAL:							\$44,417.98
YEAR 5							
27	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Granicus - LEG-GR-246OP		\$19,354.53	COOP	1	\$19,354.53
28	AR2472-GOV003-257	Government Transparency Package Annual Subscription Granicus - GTS-GR-246AP		\$12,984.00	COOP	1	\$12,984.00
29	AR2472-GOV003-42	Granicus Encoding Appliance Annual Subscription Granicus - GEA-GR-246B		\$1,180.92	COOP	1	\$1,180.92
30	AR2472-GOV003-213	Meeting Efficiency Suite Minutes Package Annual Subscription Granicus - MES-GR-246MP		\$12,257.44	COOP	1	\$12,257.44
31	AR2472-GOV003-336	Legistar Open Platform Package Annual Subscription Laserfiche Integration Granicus - LEG-GR-246OP		\$1,667.68	COOP	1	\$1,667.68
YEAR 5 SUBTOTAL:							\$47,444.57
SUBTOTAL:							\$235,874.76
TOTAL PRICE:							\$235,874.76
SHIPPING AMOUNT:							\$130.21
TOTAL QUOTE:							\$236,004.97

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

Please add the Contracts # on the PO

Contract Number: 05116

NASPO Master Contract Number: AR2472

Notes for Clients PO:

- Needs to include pricing for all 5 years.**
- Needs to include a waiver of NASPO PA terms as Client discussed on a call with Emelie, Kelda, and Spencer.**

Product Descriptions	
Name	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Legistar - Setup & Configuration	<p>Setup and Configuration for Legistar includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five (5) two-hour needs analysis calls with a business analyst • Up to one (1) Standard Agenda and Minutes report template • Configuration of up to one (1) meeting body or type
Legistar - Onsite Training	<p>Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system.</p> <p>Onsite Training includes travel, meals and lodging expenses.</p>
Legistar (Admin) - Online Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

Product Descriptions	
Name	Description
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration
Granicus Encoding Appliance Hardware - SDI (AMAX)(GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\ attachments to Laserfiche
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)

Product Descriptions	
Name	Description
Meeting Efficiency - Setup & Configuration (Standard)	Setup and Configuration for Meeting Efficiency Suite includes implementation of: <ul style="list-style-type: none">• Up to one (1) client Installation of Minutes Maker (compatible client hardware required for software)• Up to one (1) Minutes report

Terms and Conditions

- Future Year Pricing is dependent upon Client remaining in the same Pricing Tier for the duration of the contract.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Customer for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Utah Transit Authority (UTA) to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- UTA Contract 20-03326 per Utah State NASPO contract AR2472 Addendum A dated July 23, 2020 is attached hereto as Exhibit A and incorporated herein by reference.

EXHIBIT A

July 23, 2020

UTA Contract 20-03326 per Utah State NASPO contract AR2472
Addendum A

Sections 29.1, 29.3, 29.6, 29.8, 29.9, and 30 of the Utah State Participating Addenda to the NASPO Agreement contract AR2472 shall not apply to this purchase.

NASPO Terms	NASPO Reference	Granicus Clarification
Section 29.1	"third party penetration testing"	Granicus performs Dynamic Application Scanning as a means to test application security. This is performed monthly. Network security is achieved by tier 3 tiered, double firewall architecture and the use of an intrusion detection system or IDS.
	Network security conforming to DTS in writing	Granicus' network security standards have been accepted by many customers but we believe obtaining written conformance from DTS will be time consuming.
Section 29.3	Secure transmission of data	Granicus' offering does not transmit encrypted video.
Section 29.6	Password Protection	Granicus' provides the user with the ability to create strong and secure p/w protection and is not 'actively managed' by the password selection criteria for the log on
Section 29.8	Destruction of public data	To provide cost savings to its customers, Granicus' SaaS solution has multi-tenant hosting environment for its cloud environment. Granicus will destroy the virtual data but hosting in a multi-tenant environment limits our ability to delete specific data in the servers/disk drive itself.
Section 29.9	Services within the borders and jurisdiction of the US	Some members of Granicus' Customer Support teams are located outside the US borders but they only have access to data remotely.
Section 30	'Immediate' time frame for reporting of a security incident	Granicus has process flows and procedures for managing actual notifications in the event of any security breach after it validates such a security breach has occurred. This validation and notification cycle is 72 hours.



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
David Hancock, Director of Asset Management

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Positive Train Control (PTC) Change Order: Mandatory Directive Speed Upgrades, Ogden Cab Signal Speed Upgrades, and PTC On-Call Support (Rocky Mountain System Services)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute change order and associated disbursements with Rocky Mountain Systems Services (RMSS) to provide mandatory directive speed upgrades, Ogden cab signal speed upgrades, and Positive Train Control (PTC) on-call support in the amount of \$3,422,403.
BACKGROUND:	<p>UTA is recommending suggested upgrades to the Positive Train Control System to reduce unnecessary slowing and increase FrontRunner reliability.</p> <p>Mandatory Directive Speed Upgrades The Code of Federal Regulations section 236.1005 states a railroad’s PTC system must: <i>“Provide an appropriate warning or enforcement when a mandatory directive is issued associated with a highway-rail grade crossing warning system malfunction as required by §§ 234.105, 234.106, or 234.107.”</i> UTA met this requirement using the original PTC contract by implementing the ability to apply a speed restriction that positively enforced the appropriate speed (a “0” speed or 15 mph speed for the UTA system) at the affected crossing. Due to the existing design of the system, these speed restrictions are often enforced for a much longer distance after the crossing than required.</p> <p>Ogden Cab Signal Speed Upgrades As part of the original PTC project, UTA modified the cab signal speeds coming into Ogden station to enforce a positive stop prior to the end of our signalized territory at Ogden North Interlocking. This slows all trains to 15 mph while on approach to Ogden station. The 15 mph cab speed also has a much tighter tolerance for over speed enforcement than a 30 mph cab speed (0.5 mph over speed tolerance for 15 mph and a 2 mph over speed tolerance for 30 mph.)</p>

PTC On-Call Support

During Revenue Service Demonstration (RSD) UTA is required to monitor, report, troubleshoot and close out every incident, anomaly or system failure that occurs on the PTC system. This has added significant burden to the Systems Engineering, Operations, and MOW groups. This change order accounts for technical support from the RMSS team to help with the RSD troubleshooting, reporting, and closure of PTC incidents.

DISCUSSION:

UTA Staff is requesting approval of a change order with Rocky Mountain System Services (RMSS) to provide mandatory directive speed upgrades, Ogden cab signal speed upgrades, and PTC on-call support in the amount of \$3,422,403. RMSS is the CM/GC contractor and was selected through RFP to provide engineering and construction services to UTA for the PTC project in 2014. Various amendments and extensions have been made over the life of the contract.

The scope of work covered in this change order will upgrade the mandatory directives at approximately 55 crossings eliminating up to 5,000 feet of slow-speed train movement. These upgrades will be prioritized by which locations have a protection most often based on input from UTA FrontRunner Operations, as well as which locations have the longest distances and can be made more efficient.

Regarding the Ogden cab signal upgrades, this change order will extend the signalized territory to SP Junction Interlocking and allow a 30 mph cab speed into Ogden station, providing more efficient movements into Ogden station. This improvement will also help reduce the number of over speed shutdowns experienced in the area.

Finally, the scope of work includes PTC support staff for 2020. This RMSS staff member is assisting UTA with the Revenue Service Demonstration reporting and troubleshooting requirements as part of the PTC regulations. Due to the technical complexities and demands for on-time performance, this RMSS staff member is a necessary component to troubleshooting the system and keeping current on the tracking of each PTC incident.

The cost of each portion of the change order is as follows:

- Mandatory Directive Upgrades = \$2,895,652
- Ogden cab signal speed upgrade = \$183,551
- PTC on-call support = \$343,200

CONTRACT SUMMARY:	Contractor Name: Rocky Mountain Systems Services	Contract Number: UT14-17TH
	Base Contract Effective Dates: Dec. 31, 2020	Extended Contract Dates: Dec. 31 2021
	Existing Contract Value: \$31,077,637	Amendment Amount: \$3,422,403
	New/Total Amount Contract Value: \$34,500,040	
	Procurement Method: Change Order to Existing MSP122 RMSS Contract	Funding Sources: Local Funding
ALTERNATIVES:	<p>The consequences of not moving forward with this Change Order will be continued, significant delays to the FrontRunner operations each time a Mandatory Directive is placed at a UTA crossing or a UPRR crossing (where we have shared crossings.)</p> <p>If we do not make the North of Ogden improvements, we will continue to hold every train at 15 mph into Ogden Station area. This will also have a negative impact on future express train operations for trains trying to leave southbound out of Ogden.</p>	
FISCAL IMPACT:	<p>A portion of this budget was included in the Budget Amendment 2 for 2020. To finish all Mandatory Directive speed improvements identified jointly by UTA Systems Engineering and Operations groups, an additional \$900,000 will be needed in 2021. This additional amount is shown in the projected five-year capital plan.</p>	
ATTACHMENTS:	1) Contract Change Order	



TITLE: Mandatory Directive Speed upgrades, Ogden Cab Signal Speed Upgrades, & PTC On-Call Support DATE: 8/21/2020
 PROJECT/CODE: MSP122 - Positive Train Control (PTC) This is a change order to CONTRACT No: UT14-017TH
 TO: Rocky Mountain Systems Services
 ATTN: Gerald McKenna

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This Change Order consists of three main components:

1. \$2,895,652 - Mandatory Directive Early Release: As part of the Positive Train Control (PTC) functional requirements as stated in the Code of Federal Regulations section 236.1005 it states that a railroads PTC system must: "Provide an appropriate warning or enforcement when a mandatory directive is issued associated with a highway-rail grade crossing warning system malfunction as required by §§ 234.105, 234.106, or 234.107."

UTA met this requirement using the original PTC contract by implementing the ability to apply a speed restriction that positively enforced the appropriate speed (a "0" speed or 15 mph speed for the UTA system) at the affected crossing. Due to the existing design of the system these speed restrictions are often enforced for a much longer distance after the crossing than they need to be. Per regulation, once the leading end of a train traverses the crossing requiring a speed enforcement, the train can assume a higher speed if a higher speed is permissible in the system. Since UTA utilizes cab signals transmitted to the train through distinct track circuits, we are currently not able to upgrade the cab speed at all locations once the leading end of train traverses the crossing until the train traverses that entire track circuit, which in some cases can be up to 5000 ft. + beyond the crossing. This slows the FrontRunner operations down significantly when a mandatory directive is in place. The work completed with this change order will allow us to reduce the distance and time it takes for the train to receive a higher speed once through the crossing.

Continued on next page

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO ___

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$3,422,403	Original Contract Sum:	\$24,864,670	Final Completion Date Prior to This Change:	12/31/2020
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$6,212,967	Contract Time Change This Change Order (Calendar Days):	365
Cost Plus:	-	Previous Project Total:	\$31,077,637	Final Completion Date as of This Change Order:	12/31/2021
Total:	\$3,422,403	Net Change This Change Order:	\$3,422,403		
		Current Project Total:	\$34,500,040		

ACCEPTED:

By:

Date:

Gerald McKenna
 Rocky Mountain Systems Services

By:

Date:

Jared Scarbrough
 Project Manager <\$10,000

By:

Date:

David Hancock
 Director of Asset Mangement <\$50,000

By:

Date:

D. Eddy Cumins
 Chief Operating Officer <\$100,000

By:

Date:

Pat Postell
 Procurement

By:

Date:

Michael Bell
 Legal Review

By:

Date:

Carolyn M. Gonot
 Executive Director >\$100,000



TITLE:	Mandatory Directive Speed upgrades, Ogden Cab Signal Speed Upgrades, & PTC On-Call Support	DATE:	8/21/2020
PROJECT/CODE:	MSP122 - Positive Train Control (PTC)	This is a change order to CONTRACT No.:	UT14-017TH
TO:	Rocky Mountain Systems Services		
ATTN:	Gerald McKenna		

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

Continued from previous page

2. \$183,551 - Ogden North Speed Upgrades: As part of the original PTC project, UTA modified the cab signal speeds coming into Ogden station to enforce a positive stop prior to the end of our signalized territory at Ogden North Interlocking. This slows all trains to 15 mph while on approach to Ogden station. The 15 mph cab speed also has a much tighter tolerance for overspeed enforcement than a 30 mph cab speed (0.5 mph overspeed tolerance for 15 mph and a 2 mph overspeed tolerance for 30 mph.) The work completed with this change order will allow UTA to extend our signalized territory to SP Junction in Ogden and receive a 30 mph cab speed all the way into Ogden Station.

3. \$343,200 - PTC Support Staff: As part of the PTC reporting requirements, during Revenue Service Demonstration (RSD) UTA is required to monitor, report, troubleshoot and close out every incident, anomaly or system failure that occurs on the PTC system. This has added significant burden to the Systems Engineering, Operations, and MOW groups. This change order accounts for technical support from the RMSS team to help with the RSD troubleshooting, reporting, and closure of PTC incidents.

This also extends the contract end date from 12/31/2020 to 12/31/2021.

Board approval is required for this change order.



Change Order Summary Worksheet
Previously Authorized Changes

Contract UT14-017TH RMSS

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$24,864,670	
1	11/21/2014	\$584,894	\$25,449,564	Phase II A Long-Lead Materials
2	12/19/2014	\$0	\$25,449,564	Phase I Time Extension
3	9/18/2015	\$0	\$25,449,564	Phase 2 Construction Services
4	2/19/2016	\$19,967	\$25,469,531	Conduit Repair at North Temple Station
5	6/17/2016	\$19,951	\$25,489,482	Warm Springs Communication Room Changes
6	6/17/2016	\$88,333	\$25,577,815	Performance Incentive 2015-Q4 and 2016-Q1
7	11/18/2016	\$2,776	\$25,580,591	2016 Q2 Performance Incentive
8	12/16/2016	\$12,790	\$25,593,381	Upgrade NMS License
9	5/19/2017	\$929,829	\$26,523,210	Various Scope Changes and Contract Extension
10	5/19/2017	\$112,219	\$26,635,429	Performance Incentive 2016 Q3-Q4 and 2017 Q1
11	7/20/2017	\$23,958	\$26,659,387	2017 Q2 Performance Incentive
12	9/15/2017	\$99,137	\$26,758,524	Upgrading the Communications Network for FrontRunner South
13	4/20/2018	\$0	\$26,758,524	PTC No Code Proceed Two-Step Release Radios
14	8/22/2018	\$3,326,771	\$30,085,295	Scope Changes and Contract Time Extension
15	7/19/2019	\$992,342	\$31,077,637	Additional Scope for Positive Train Control on FrontRunner North and South
Total to Date		\$ \$6,212,967		



July 21, 2020

RMSS-UTA-PTC-019

Mr. Jared Scarbrough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: FrontRunner Positive Train Control (PTC) Project
RFP No. UT14-17TH

Subject: Change Order Proposal – Mandatory Directive Upgrade

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal to enhance the FrontRunner E-ATC system with additional functionality. These upgrades are intended to optimize operation of the system by releasing Mandatory Directive (MD) speed restrictions at selected grade crossings as soon as possible after the affected grade crossing has been passed. This is accomplished by integrating the island circuit status into the signaling application logic for release of the MD restriction, instead of waiting for the entire signaling track circuit to become unoccupied.

Scope

The scope of this proposal is comprised of multiple parts as follows:

FrontRunner North (FRN) MD Upgrade

RMSS's proposed scope is to design, install, test, and cut over the new functionality as described in the attached whitepaper.

The affected FRN grade crossings are as defined in the attached MD Upgrade Analysis spreadsheet (filename "MD Upgrade Priority 20200320.xlsx) received from UTA on March 20, 2020. (Grade crossings with a Construction Priority of "NA" are excluded.) RMSS proposes to subdivide this list of 21 grade crossings into logical groups for purposes of organizing the design, installation, and cutover of the new functionality.

RMSS has completed a substantial amount of planning and analysis of the MD upgrade functionality for FRN grade crossings, including significant work on a hazard analysis. As a result of this previous work and feedback received from UTA and FRA, RMSS is providing a firm price for implementing FRN functionality updates.

FrontRunner South (FRS) MD Upgrade

RMSS's proposed scope is to design, install, test, and cut over the new functionality as described in the attached whitepaper. However, there are hardware and software differences



between FrontRunner North and FrontRunner South grade crossings, and it may be necessary to deviate from the concepts outlined in the whitepaper in order to implement FrontRunner South MD upgrade functionality.

The affected FrontRunner South grade crossings are as defined in the attached MD Upgrade Analysis spreadsheet (filename "MD Upgrade Priority 20200320.xlsx) received from UTA on March 20, 2020. (Grade crossings with a Construction Priority of "NA" are excluded.) This priority list includes 33 FRS grade crossings.

Unlike FRN, RMSS has not planned and analyzed the MD upgrade functionality for FRS grade crossings. Although we are aware of nothing that will prevent this functionality from being implemented on FRS, further work is required in order to be confident in the feasibility. Therefore, RMSS is providing a provisional sum for FRS. This provisional sum is based on FRN estimates, with adjustments for the number of grade crossings and the possibility of added complexity in the FRS implementation. RMSS proposes to provide a firm price for FRS after the FRN implementation is underway and after we have had the opportunity to analyze the equivalent FRS implementation.

Contract Extension/Time Related Overhead

The current Final Completion date for the contract is December 31, 2020 per change order 15. Our planning indicates that the addition of MD upgrade work into the contract will require an extension of one additional year. RMSS requests an extension of the Final Completion date to December 31, 2021.

With the proposed time extension, RMSS will incur additional time-related overhead costs which are not captured within the direct cost estimates for the scope-driven changes. While RMSS indirect costs will remain substantially lower than the base level established for the original scope of work, they will be somewhat higher than the maintenance level (22% of base) agreed for change order 15. This change order proposal includes a time related overhead component that is 35% of the base level, applied only for the year 2021. Note that there are also additional indirect costs that RMSS will incur in 2020, driven by the increase in scope of work. These 2020 indirect costs are covered separately by labor hours within the FRN lump sum for MD upgrade work.

We feel that this approach to valuing indirect costs is reasonable and fair, and if you desire any discussion of the methodology, we can discuss it at your convenience.

One of the provisions of change order 15 was that the time related overhead monthly charge would cease when the PTC Safety Plan achieved final approval by the FRA. With this proposal for additional work which will extend well beyond 2020, that provision of change order 15 is no longer applicable. However, if the scope of work of this proposal is completed such that the project can reach Final Completion before the end of 2021, RMSS can agree to a similar arrangement to end the monthly overhead charge accordingly. Under that scenario, a final adjusting change order would be required.



Dummy Equation Credit

A portion of the scope of previous change orders 14 and 15 was allocated to temporary implementation and eventual removal of “dummy equations” that modify iVPI execution timing and prevent certain processor resets. The removal of the dummy equations was dependent on Alstom providing an updated CAAPE tool to support a permanent fix. As we now know, Alstom’s plans for updating CAAPE are delayed and uncertain.

Per UTA-RMSS discussions, the dummy equations will remain in the application software indefinitely and the scope and price for dummy equation removal work will be adjusted. Accordingly, this proposal contains a credit for the unbilled portion of that work.

Pricing

The total price for this proposal, including lump sum additions, credits, and provisional sums, is **\$2,895,652.00**, and is summarized below.

#	Description	Value
1	FrontRunner North – MD Upgrades – Lump Sum	\$851,179.00
2	Time Related Overhead - 1/1/2021 to 12/31/2021 – Lump Sum	\$668,733.00
3	Dummy Equation Credit – Lump Sum	(\$124,260.00)
	Subtotal – Lump Sums	\$1,395,652.00
4	FrontRunner South – MD Upgrades – Provisional Sum	\$1,500,000.00
	Grand Total – Lump Sums and Provisional Sum	\$2,895,652.00

This proposal includes attachments which detail the estimates to support our pricing. We are available to discuss these details at UTA’s convenience.

Please refer to the attached Assumptions and Clarifications attachment for further information on this proposal.

Please note that our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits. All assumptions and clarifications from our base Phase 2 proposal dated September 16, 2015 will apply, unless stated otherwise in this proposal. This proposal is valid for 30 days, unless extended in writing by RMSS.

If you need any additional information, please don’t hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani".

Anthony Ortolani
Project Manager
Rocky Mountain Systems Services



Attachments:

- Clarifications and Assumptions
- MD Upgrade Analysis spreadsheet (filename "MD Upgrade Priority 20200320.xlsx)
- Whitepaper "Expedient Release of Mandatory Directives"
- MD Upgrades - Proposed Grouping of FRN Grade Crossings
- Change Order Summary
- Change Order Estimate Worksheet – FRN Location-Specific Work
- Change Order Estimate Worksheet – FRN Other
- Change Order Estimate Worksheet – FRS Location-Specific Work
- Change Order Estimate Worksheet – Time Related Overhead
- Change Order Estimate Worksheet – Provisional Sum Credits

Copy: Al Wilson – RMSS
Marshall Wilson – RMSS
Paul Rieger - RMSS
Todd Provost – RMSS
Shon Tulik – RMSS
Dan Meservey – RMSS
Doug Jones - RMSS



May 13, 2020

RMSS-2020-05-001

Mr. Jared Scarborough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: FrontRunner Positive Train Control (PTC) Project
RFP No. UT14-17TH

Subject: Change Order Proposal – Ogden North Speed Improvements

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide pricing for the Ogden North speed improvements. This proposed speed improvement is intended to increase cab speeds into the Ogden station. In order to increase the Maximum Authorized Speed into the station, the E-ATC operation would need to be extended north of the Ogden north control point.

Our lump sum price for the scope of work outlined below is **\$183,551.00**.

Scope of Work

The proposed scope of this work is as follows:

- RMSS shall provide labor, equipment, materials, design, testing, and installation at the locations in the Ogden North area
- RMSS shall make modifications at the following locations:
 - Ogden South Interlocking
 - Modify application logic for new cab speeds
 - Ogden Layover Interlocking
 - Modify application logic for new cab speeds
 - Ogden North Interlocking
 - Modify application logic for new cab speeds
 - Add cab generator to the 01T track circuit to provide speed codes for northbound movements
 - SP Junction Interlocking
 - Modify application logic for new cab speeds.
 - Add cab generator (CAB-101) unit to the 05ZT track circuit to provide speed codes for northbound movements.
 - Add an AFTAC track circuit to provide cab cut off for Red signal enforcement of the northbound signal.
- RMSS shall modify and update existing as-in service drawings, control lines, and CADD drawings to all locations where needed.
- RMSS shall perform field testing for all affected locations.



Assumptions

RMSS makes the following assumptions in this proposal:

- RMSS shall use existing cable where applicable and provide new cable as needed
- RMSS shall provide all software program changes and make field changes utilizing those programs
- All fiber patch panels and fiber pathways are assumed to be fully functional; RMSS makes no provision for fiber optic materials, labor, communications configuration, or testing
- UTA shall coordinate any cutover activities with UPRR
- UTA to provide all native logic files for all locations involved within the scope of work
- Changes will not affect normal dispatching procedures from the Operations Control Center (Warm Springs)

Exclusions

The following items are excluded from this scope of work:

- Safety Program Administration (RMSS to adhere to UTA safety requirements)
- Quality Control Program Administration
- Flagging, EIC, and Maintainers
- Trackwork and civil work
- Traffic Control and / or permits
- UTA to amend all FRA documentation, Safety Plan, etc. if required
- PE stamping of design work
- Surveying
- Spare Parts
- Temporary Lighting
- Cost for operating trains for dynamic testing

Procurement of long lead materials will drive our readiness to begin work at locations that require hardware modifications. The material delivery and lead time may be affected by the ongoing COVID-19 pandemic. Please provide Notice to Proceed as soon as possible. RMSS can provide an anticipated schedule after material orders have been placed and acknowledged by suppliers.

Please note that our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits. All assumptions and clarifications from our base Phase 2 proposal dated September 16, 2015 will apply, unless stated otherwise in this proposal. This proposal is valid for 30 days, unless extended in writing by RMSS.



If you need any additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Jones", is written over a horizontal line.

Doug Jones
Project Engineer
Rocky Mountain Systems Services

Attached: Estimate Worksheet

Copy: Marshall Wilson – RMSS
Anthony Ortolani - RMSS
Dan Meservey – RMSS



July 21, 2020

RMSS-UTA-PTC-020

Mr. Jared Scarbrough
Manager, Systems Engineering
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: FrontRunner Positive Train Control (PTC) Project
Contract No. UT14-107T

Subject: Change Order Proposal – MoW PTC Maintenance Support

Dear Mr. Scarbrough,

In 2019 RMSS provided MoW PTC maintenance support services to UTA under the existing On-Call services contract per RMSS proposal RMSS-SWI-OCS-27. UTA has requested that RMSS handle all MoW maintenance support for 2020 under the existing FrontRunner PTC Upgrade project.

RMSS is requesting a change order in the amount of **\$343,200.00** to the existing contract UT14-107T FrontRunner PTC Upgrade in order to accommodate this request.

Period Begin	Period End	Hours	Hourly Rate	Total
January 1 st , 2020	December 31 st , 2020	2080	\$165.00	\$343,200.00

Commercial Clarifications

- This proposal assumes that UTA will utilize one signal systems technician at 40 hours per week for one year (2080 total hours) at a labor rate of \$165.00 per/hour
- If UTA requires more than 40 hours a week and depletes the allotted 2080 hours prior to December 31, 2020, an additional change order will be required in order for RMSS to continue MoW maintenance support activities
- The labor rate of \$165.00 per hour is only guaranteed through December 31, 2020. If UTA wishes to roll any remaining hours into the 2021 calendar year RMSS reserves the right to include labor rate escalation in periodic billings for MoW maintenance support
- RMSS will bill for MoW maintenance support on a monthly basis
- Previous billings to the On-Call Services contract for MOW support in 2020 will be reversed and re-billed to the PTC contract

Scope of Work

RMSS will provide one qualified employee dedicated to the UTA project to assist with the following activities:

- Gathering of logfile data from field locations including



- Wayside equipment
- Onboard equipment
- Interpreting downloaded logfile data with the goal of establishing system conditions and root cause of an anomalous incident
- Field troubleshooting of wayside systems associated with anomalous incidents
- Field troubleshooting of carborne systems associated with anomalous incidents
- Completion of incident report documentation
- Coordination with UTA MoW supervisors
- Assist with maintaining the Network Management System (NMS)
- Record RSD events into the database, along with building and assigning different RSD events
- Regularly attend weekly meetings with the engineering group and pertaining to signal projects

Exclusions

The following items are excluded from this scope of work:

- Final reporting to the FRA of anomalous events
- Parts and materials
- RMSS MoW support personnel will be equipped with a laptop, signalman's meter, visual-fault-locator, and shunts. All other test equipment is excluded from this proposal.
- Scheduling (CPM, 3-week, etc.)

RMSS assumes that UTA MoW forces will continue to handle routine maintenance tasks.

If you have any questions, please do not hesitate to contact me.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani".

Anthony Ortolani
Project Manager
Rocky Mountain Systems Services

Copy: Marshall Wilson - RMSS
Dan Meservey – RMSS
Doug Jones - RMSS



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Troy Bingham, Interim Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Outsource Ticket Vending Machine (TVM) Maintenance. This is a procurement to contract with a firm to conduct the maintenance and repairs of UTA’s TVMs. This will be a 3-year contract, with 2 one-year options. The contracted employees will report to our TVM Asset Manager and he will oversee their daily work duties. This contract has been approved in the budget plan for the term of the contract. This procurement will be conducted as an RFP with technical criteria evaluated in addition to price. (Req. 8482)• Purchasing Card (P-card) service. This is a procurement to contract with a firm to provide commercial credit cards (aka P-cards) to the agency. Per the “UTA Policy – Spending Authority” these cards will be used to pay for goods and services under \$5,000 to merchants who accept credit cards. P-cards help to reduce administrative costs to the agency by eliminating requisitions, Purchase Orders, and Accounts Payable payments on lower dollar items. UTA does not pay the financial firm for this service, but rather the firm receives a percentage of the transaction fee as their payment for services. This procurement will be conducted as an RFP where technical criteria will be evaluated in addition to price. (Req. 8512)

- **Public Relations and Marketing Agency.** This is a procurement to contract with a firm to provide Advertising services for UTA. The contracted firm will support the agency in our paid branding, advertising, and marketing campaigns. The Communications and Marketing Office is requesting a base contract term of 5 years, plus 3 option years. This term is beyond the Utah Procurement Code standard term of 5 years; however it is allowable if it is approved by the Chief Procurement Officer and in the best interest of the agency. The Chief Procurement Officer has approved the total contract term of 8 years based on the nature, complexity, and longevity of marketing campaigns and advertising strategies. The option to continue the contract beyond 5 years will allow UTA the flexibility to continue the contract should it be in the best interest of the agency at the time. (Req. 8461)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Troy Bingham, Acting Chief Finance Officer
PRESENTER(S): Dave Pitcher, Claims and Insurance Manager
Brian White, Alliant Insurance Services
Anne Shackelford, Alliant Insurance Services

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Risk Management / Insurance Program Update
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>Board Policy 2.1 requires:</p> <ul style="list-style-type: none">• The Executive Director to submit an annual report to the Board on the status of the Authority's risk management program.• The Authority to maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.• The Executive Director to procure other necessary insurance to compensate for losses that would adversely affect the Authority.
DISCUSSION:	<p>UTA staff will present the various insurance coverages UTA carries and the costs associated with insurance. Currently, there are increases in most markets. The Public Officials Errors and Omissions insurance has a 12% increase in premium. The presentation will also cover other insurance coverages including:</p> <ul style="list-style-type: none">• Property• Rail Liability• Railroad Protective• Rideshare Vanpool Liability• Police Professional Liability• Blanket Excess Liability• Premises Liability• Excess Work Comp Liability• Cyber Security/Privacy Liability• Fiduciary Liability• Terrorism – liability only
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: September 2, 2020

SUBJECT:	2021-2025 Mobility Service Plan Overview
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion.
BACKGROUND:	<p>Per state statute, UTA’s Local Advisory Council must approve a Service Plan at least every two and a half years. UTA’s Board Policy 3.2 (Service Planning Implementation) outlines the process for developing this service plan, its approval and implementation.</p> <p>UTA has been in the process of developing a Five-Year Mobility Plan to be presented to the Local Advisory Council and other stakeholders. This process, called Service Choices, hit a major obstacle and cross-roads when the coronavirus pandemic hit in spring of this year.</p> <p>UTA’s staff has pivoted to ensure this new plan reflects changes in UTA’s resource levels, different and emerging new transit markets, and new travel patterns. It is our goal to develop a Five-Year Mobility Plan that is reflective of the public input gathered during Service Choices yet is also relevant to a post-pandemic future.</p>
DISCUSSION:	UTA staff will present a progress report on the development of the Five-Year Mobility Plan, review UTA’s Service Planning Processes, and highlight some of the key changes that this new service plan will embody.
ALTERNATIVES:	Informational report for discussion
FISCAL IMPACT:	None
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Manjeet Ranu, Director of Capital Projects
BOARD MEETING DATE: September 2, 2020

SUBJECT:	FrontRunner Strategy and Work Program for Growing Capacity
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational item for discussion
BACKGROUND:	FrontRunner commuter rail transit is a vital transportation backbone for the Wasatch Front. It provides an alternative to Interstate 15, supports economic development and furthers efforts to improve regional air quality. Its stations are typically multi-modal, supporting mobility at the local level. With UTA's region projected to approximately double in population by 2050, planning for growing the capacity of FrontRunner should begin now.
DISCUSSION:	<p>Understanding current operational conditions and constraints is necessary to prepare potential future operating scenarios, which then may be used to develop a series of capital improvement projects to increase service capacity on FrontRunner. A strategy and work program has been prepared to guide growing the capacity of FrontRunner. It includes the creation of an overall vision and business plan for FrontRunner that is developed soon after the work program is initiated and subsequently refined with the outcomes from distinct steps in the program. Partner and public engagement will occur throughout the work program. The Board will receive regular updates coinciding with work program milestones. Engagement will inform key analyses and decisions throughout the program.</p> <p>Staff will present for discussion a work program that explores and develops a strategy for growing the service capacity of FrontRunner.</p>
ALTERNATIVES:	N/A
FISCAL IMPACT:	UTA's 2020 Capital budget includes \$1.9M for the first phases of this effort. However, \$1.6M of that funding which was to come from the state legislature has been suspended at this time. If the legislative funding is not reinstated, UTA would need to adjust the 2020 capital budget to fund the additional project activities or include those costs in the 2021 capital budget.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Troy Bingham, Acting Chief Finance Officer
PRESENTER(S): Brian Baker, Financial Advisor to UTA, Vice President of Zions Public Finance

BOARD MEETING DATE: September 2, 2020

SUBJECT:	Potential Issuance and Sale of Sales Tax Revenue and Refunding Bonds
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Authorize UTA's Financial Advisor to proceed to Advisory Committee and the State Bonding Commission with the possible bond refunding opportunity
BACKGROUND:	UTA has issued bonds in the past to finance capital projects. These bonds represented the best rates at the time, but the market changes over time. The bonds being evaluated for possible refunding currently are the remaining 4.0% Bonds of the 2012A Issue with principle payments of \$73.6 million starting in 2033 through 2039.
DISCUSSION:	Zion Capital Advisors will present the latest financial forecast prepared for the refunding with the possible net present value savings and interest rates in the market at the time of refunding.
ALTERNATIVES:	Take no action at this time to refund the 2012A Bonds
FISCAL IMPACT:	The refunding of bonds could have the following three effects: <ul style="list-style-type: none">• Overall reduction in interest paid on bonds• Restructuring on UTA current debt portfolio maximums in 2029• Change principle payment from June to December for future cash flows
ATTACHMENTS:	None