

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



Wednesday, December 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 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, (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** may be given live during the meeting or through alternate means (see instructions below).
 - To give **live public comment** during the meeting:
 - Use this link and follow the instructions to register for the meeting (you will need to provide your name and email address)
<https://rideuta.webex.com/rideuta/j.php?MTID=e6f062e1b23f5b692563e9811e7a42b79>
 - Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
 - Sign on 10 minutes prior to the meeting start time
 - Use the hand icon in the WebEx portal to indicate that you would like to give a comment
 - Comments are limited to 3 minutes per commenter.
 - Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - Comment via email at boardoftrustees@rideuta.com
 - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - Comments submitted before 2:00 p.m. on Tuesday, December 1st will be distributed to board members prior to the meeting:
- Meeting proceedings may be viewed remotely through YouTube live-streaming.
<https://www.youtube.com/user/UTARide>

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|---|----------------------------------|
| 1. Call to Order and Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Public Comment | Chair Carlton Christensen |
| 4. Oath of Office | Stephanie Withers |
| a. Jeff Acerson – Member of the Board of Trustees | |
| 5. Consent | Chair Carlton Christensen |
| a. Approval of November 11, 2020 Board Meeting Minutes | |
| b. Approval of November 11, 2020 Public Hearing Meeting Minutes | |

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

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

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| 6. Agency Report | | Carolyn Gonot |
| a. Ski Service Start Up | | |
| 7. Resolutions | | |
| a. R2020-12-01 Approving the Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project | | Mary DeLoretto |
| b. R2020-12-02 Resolution Adopting the Authority's 2021-25 Capital Plan | | Mary DeLoretto |
| c. R2020-12-03 Resolution Approving the Amended Charter for the Community Advisory Committee | | Megan Waters |
| d. R2020-12-04 Resolution Adopting the 2021 ECO Pass Fare Structure of the Agency | | Monica Morton,
Kensley Kunkel |
| e. R2020-12-05 Resolution Authorizing the Financing of Transit Vehicles through Equipment Lease-Purchase Agreements; and Related Matters | | Bill Greene,
Troy Bingham |
| 8. Contracts, Disbursements and Grants | | |
| a. Contract: Software Maintenance Agreement (Oracle JD Edwards/Mythics) | | Dan Harmuth,
Dave Snyder |
| b. Contract: Merchant Services (Chase Paymentech) | | Todd Mills |
| c. Change Order: Snow Removal Services Extension (Roth Landscaping) | | Eddy Cumins,
Kevin Anderson |
| d. Change Order: TDX 3.0 Upgrade – Light Rail and Commuter Rail (Modern Communication Systems) | | Eddy Cumins,
David Hancock |
| e. Pre-Procurement | | Todd Mills |
| i. On-Call Infrastructure Maintenance | | |
| f. Grant Application: Public Transportation COVID Research Demonstration Grant Program – E-Vouchers (Federal Transit Administration) | | Mary DeLoretto,
Ryan Taylor |
| 9. Service and Fare Approvals | | Monica Morton |
| a. Fare Agreement: Ski Bus Agreement (SMHG Management/Powder Mountain) | | |
| b. Fare Agreement: Ski Bus Agreement (Snowbasin) | | |
| c. Fare Agreement: Ski Bus Agreement (Sundance) | | |
| d. Fare Agreement: Ski Bus Agreement (Davis County) | | |
| e. Fare Agreement: Ski Bus Agreement (Morgan County) | | |
| f. Fare Agreement: Ski City Super Pass Agreement (Visit Salt Lake) | | |

10. Discussion Items

- a. UTA Fall 2020 COVID-19 Rider Survey Report
Nichol Bourdeaux,
Megan Waters
Monica Morton
- b. Low-Income Fare Pilot Program – Part 2
Board may make a motion to approve pilot at this time.
- c. Fare Capping Pilot Program
Monica Morton
Board may make a motion to approve pilot at this time.

11. Other Business

- a. Next Meeting: December 9, 2020 at 9:00 a.m.

Chair Carlton Christensen

12. Adjourn

Chair Carlton Christensen

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@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 virus transmission 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 November 11, 2020, and is effective until midnight on December 11, 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 6th day of November, 2020.

DocuSigned by:

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Carlton Christensen, Chair of the Board of Trustees



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carlton Christensen, Chair of the Board of Trustees
PRESENTER(S): Stephanie Withers, Executive Assistant to the Board

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Oath of Office: Member of the Board of Trustees of the Authority – Jeff Acerson
AGENDA ITEM TYPE:	Oath of Office
RECOMMENDATION:	Oath of office administered by notary public, Stephanie Withers
BACKGROUND:	The Utah Public Transit District Act (17B-2a-807.2) establishes a three-member Board of Trustees as the governing body of the Utah Transit Authority. The three trustees are selected from three regions comprising the UTA service area. The trustee position selected from the southern region of the service area was vacated by Kent Millington on November 1, 2020, necessitating the appointment of a new trustee.
DISCUSSION:	Jeff Acerson was appointed to the Board of Trustees of the Utah Transit Authority by Governor Gary Herbert to serve a term ending on November 1, 2024. Mr. Acerson was nominated, due to his excellent qualifications and experience in transit-related public service, by the nominating authorities in Utah and Tooele Counties
ATTACHMENTS:	None

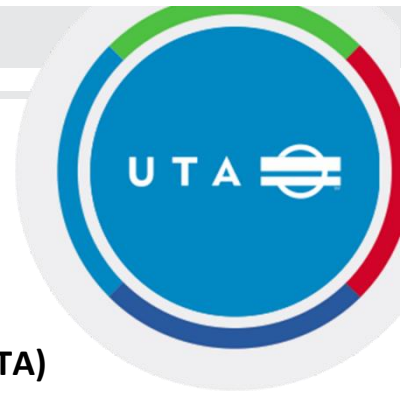


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Approval of November 11, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the November 11, 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, November 11, 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) 2020-11-11_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
November 11, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook

Also participating were Jeff Acerson (UTA board appointee awaiting Senate consent) and 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 then yielded the floor to Felila Toleafoa, UTA Senior Office Specialist – Board, 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 no online public comment was received for 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 November 4, 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.

December Change Day. Carolyn Gonot, UTA Executive Director, indicated change day will take place on November 29, 2020. Route adjustments will be minor and ski service will be initiated.

Public Hearing. Ms. Gonot invited the public to attend an open house and public hearing this evening, November 11, 2020 beginning at 5:30 p.m.

Election Day Free Fare Report. Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer. Mr. Cumins reviewed impacts of the free fare day by mode and indicated overall ridership increased by 7.25% on election day.

Discussion ensued. A question on TRAX ridership by stop was posed by the board and answered by staff.

Contracts, Disbursement, and Grants.

Contract: Driver Barriers (Gillig LLC). Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins requested the board ratify a contract executed as an emergency purchase with Gillig LLC for 454 plastic driver barriers in the amount of \$498,750. The barriers serve to better protect operators during the COVID-19 pandemic.

Discussion ensued. A question on how the barriers are working was posed by the board and answered by Mr. Cumins.

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

Change Order: Program Management Services Change Order #13 – Traction Power Substation (TPSS) Preliminary Design Drawings (WSP USA, Inc.). Mary DeLoretto, Chief Service Development Officer, was joined by Dave Hancock, UTA Director of Asset Management, and Jared Scarbrough, UTA Manager – Systems Engineering. Ms. DeLoretto asked the board to approve a change order to the contract with WSP USA, Inc. in the amount of \$515,332 for the development of preliminary design drawings for a planned TPSS rehabilitation project.

Discussion ensued. Questions on the need to involve multiple contractors in the TPSS rehabilitation process and timeline for the project 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.

Change Order: Program Management Services Changes Order #14 – Update Financial Plan & Model (WSP USA, Inc.). Ms. DeLoretto requested the board approve a second change order to the contract with WSP USA, Inc. in the amount of \$258,000 for assistance in updating UTA's financial plan and model.

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

Pre-Procurements. Todd Mills, UTA Sr. Supply Chain Manager, was joined by Kevin Anderson, UTA Facilities Maintenance Manager; Kyle Brimley, UTA Communications & Deployment Manager; and Grey Turner, UTA Senior Program Manager – Engineering & Project Development. Mr. Mills said the agency intends to procure the following:

- i. Snow Removal for Multiple FrontRunner and UVX Parking Lots
- ii. Onboard Mobile Gateway
- iii. Program Management Services Consultant

Discussion ensued. Questions on whether multiple contractors will be utilized for snow removal, current snow removal services, competitive pricing for the communications equipment, potential for WiFi on buses, efforts to attract bidders for program management services, and term of the program management services contract were posed by the board and answered by staff.

Grant Application: 2020 Pilot Program for Transit-Oriented Development Planning Grant – Point of the Mountain Connections (FTA). Ms. DeLoretto was joined by Patti Garver, UTA Program Manager – Environmental, Grants & Project Controls. Ms. DeLoretto informed the board that staff submitted an application for the Federal Transit Administration (FTA) Pilot Program for Transit-Oriented Development Planning in the amount of \$500,000. The grant would fund analysis, station area planning, and transit-oriented development code work for the area around potential stations along the existing and UTA-owned railroad corridor in the Point of the Mountain area and requires a minimum 20% local match. To date, UTA has received various commitments totaling \$70,000 from the Point of the Mountain State Land Authority, Lehi City, and private

partners Boyer/Gardner and STACK. UTA will provide the remaining \$55,000 if no additional partners are identified.

Discussion ensued. Questions on how the grant work intersects with the Point of the Mountain State Land Authority work, integration with previous grants, and mode selection were posed by the board and answered by staff.

Service and Fare Approvals.

Fare Agreement: Ski Bus Agreement (Alta Lift Co.). Monica Morton, UTA Fares Director, asked the board to approve a one-year ski bus agreement with Alta Lift Co. The contract is based on a pay-per-trip model with an estimated value between \$64,000 and \$79,000.

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

Fare Agreement: Ski Bus Agreement (Brighton Ski Resort). Ms. Morton requested the board authorize a one-year ski bus agreement with Brighton Ski Resort. The contract is based on a pay-per-trip model with an estimated value between \$109,000 and \$134,000.

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

Fare Agreement: Ski Bus Agreement (Snowbird Ski Resort, LLC). Ms. Morton asked the board to approve a one-year ski bus agreement with Snowbird Ski Resort, LLC. The contract is based on a pay-per-trip model with an estimated value between \$218,000 and \$269,000.

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

Fare Agreement: Ski Bus Agreement (Solitude Mountain Ski Area, LLC). Ms. Morton requested the board authorize a one-year ski bus agreement with Solitude Mountain Ski Area, LLC. The contract is based on a pay-per-trip model with an estimated value between \$258,000 and \$318,000.

Discussion ensued. A question on the varying values of the contracts among the resorts was posed by the board and answered by Ms. Morton.

Chair Christensen acknowledged the difficult circumstances caused by COVID-19 this year and emphasized the importance of negotiating longer term contracts with the ski resorts within the first quarter of 2021.

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

Discussion Items.

Low-Income Fare Pilot Program Update. Ms. Morton was joined by Kensey Kunkel, UTA Manager of Business Development – Sales. Ms. Kunkel provided an overview of the low-income fare pilot program and described its successes. She then discussed feedback received and potential next steps. Ms. Kunkel recommended the pilot become a permanent program.

Discussion ensued. The board expressed its support for taking the steps required to make the program permanent. Chair Christensen suggested that as the program becomes integrated into UTA's fare structure, it would be prudent to evaluate the program's fiscal impact to the agency.

Draft 5-Year Service Plan. Ms. DeLoretto was joined by Laura Hanson, UTA Director of Planning. Ms. Hanson introduced the service plan by describing its purpose and implementation timeline. She then detailed the planning process, guiding framework, and the plan as it applies to each county in the agency's service area. Ms. Hanson also highlighted areas requiring further analysis and reviewed the vision and timeline associated with the plan.

Discussion ensued. Questions on the potential for streamlining routes in 2021 and opportunities for public engagement on the plan were posed by the board and answered by staff.

Other Business.

Next Meetings:

- a. 2021 Tentative Budget Open House and Hearing: November 11, 2020 at 5:30 p.m.

b. Board Meeting: December 2, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:26 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/639347.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

Electronic Board Meeting Determination

UNAPPROVED

**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 virus transmission 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 November 11, 2020, and is effective until midnight on December 11, 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 6th day of November, 2020.

DocuSigned by:

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Carlton Christensen, Chair of the Board of Trustees



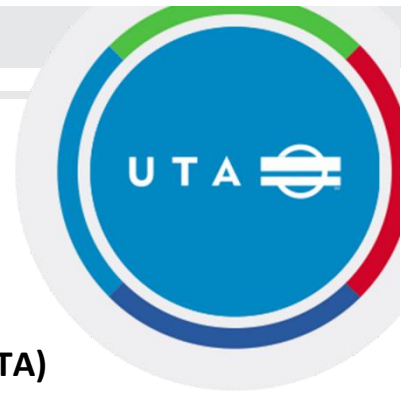


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Approval of November 11, 2020 Public Hearing Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the November 11, 2020 Public Hearing
BACKGROUND:	A public hearing of the UTA Board of Trustees was held at UTA Headquarters and broadcast live on YouTube and video conference on Wednesday, November 11, 2020 at 6:00 p.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) 2020-11-11_BOT_Public Hearing_Minutes_unapproved



**Minutes of the Public Hearing
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
and broadcast live on YouTube and video conference
November 11, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook

Also participating were Jeff Acerson (UTA board appointee awaiting Senate confirmation), members of UTA staff, and members of the public.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 6:12 p.m. He explained that staff was experiencing technical difficulties with the meeting broadcast.

Safety First Minute. Annette Royle, UTA Director of Board Governance, provided a brief safety message.

Budget Overview. Bill Greene, UTA Chief Financial Operator, highlighted key strategies, assumptions, and significant changes included in the budget. He then reviewed a new organizational structure contemplated in the budget and provided detail on the operating and capital budgets.

Previously Received Public Comment. Megan Waters, UTA Community Engagement Manager, indicated no public comment was received prior to the meeting.

In-Person Public Comment. No in-person public comment was given.

Remote Access Public Comment. Remote access public comment was offered by Brooke Green, Donald Geverts, and George Chapman. Ms. Green commended the board on the budget. Mr.

Geverts requested more information on future trends and the agency in general. Mr. Chapman suggested the board allow comments of at least three minutes and expressed concern that no additional comments on the budget were received. He opined that CARES Act funding should be applied to riders through a \$1 bus fare and said he feels the agency should be investing now in ridership. Mr. Chapman added that he does not think funding bus rapid transit (BRT) routes is justifiable and recommended the agency obtain a better server and software system. He then requested UTA stop covering and start cleaning bus windows. Mr. Chapman concluded by thanking UTA for being more transparent with its information, including access to daily ridership information.

More Information. Community members were invited to visit www.rideuta.com/budget or to contact hearingofficer@rideuta.com / 801-743-3882 for more information.

Adjournment. The meeting was adjourned at 6:36 p.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/pm/sitemap/notice/638685.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: December 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">• Ski Service Start Update



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: December 2, 2020

SUBJECT:	Resolution R2020-12-01 Approving the Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-01 adopting the Capital Project Plan for the Midvalley Connector Bus Rapid Transit (BRT) Project
BACKGROUND:	<p>Per the UTA Board of Trustees Policy 3.3 <i>Capital Development Project Implementation</i>, new capital project plans must be presented to the UTA Local Advisory Council (LAC) for approval, prior to approval by the UTA Board. The Capital Project Plan for a project includes the locally preferred alternative (LPA), as well as the funding plan that identifies funding partners, grant opportunities, and other funding sources. The LPA must be adopted by the local communities and must be included in the applicable Metropolitan Planning Organization's current long-range plan before being approved by UTA.</p> <p>The Midvalley Connector Bus Rapid Transit (BRT) project is a seven-mile BRT project that extends from the Murray Central station, to Salt Lake Community College, then to the West Valley TRAX station. The purpose of the Midvalley Connector is to provide a regional east-west connection to large employment, education and civic centers within the corridor, and to enhance the local economy by encouraging redevelopment and improving accessibility to existing and planned developments. The Capital Project Plan for the Midvalley Connector has been prepared and is ready to for approval by the UTA Board.</p>
DISCUSSION:	The Capital Project Plan for the Midvalley Connector project was presented to the UTA Board of Trustees for discussion on November 4, 2020, then to the LAC on November 18, 2020. The LAC reviewed the plan and recommended it for approval by the Board of Trustees.
ALTERNATIVES:	If the Capital Project Plan is not approved, UTA would not advance the MidValley BRT Connector project into the federal funding program and funding already allocated could be lost and the project not completed.

FISCAL IMPACT:	The Midvalley Connector BRT project is included in the proposed 5-year Capital Plan. The estimated project cost is \$84.2M, with the funds coming from a combination of State funds (TTIF), Federal Funds (Small Starts and STP), as well as local partner contributions, and \$5M in right-of-way donations.
ATTACHMENTS:	1. Resolution R2020-12-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE CAPITAL PROJECT PLAN FOR THE
MIDVALLEY CONNECTOR BUS RAPID TRANSIT PROJECT**

R2020-12-01

December 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; and

WHEREAS, Board of Trustees ("Board") of the Authority previously enacted Policy 3.3 – Capital Development Project Implementation, which establishes the procedure for capital development projects, including the review and approval of the Local Advisory Council of Capital Project Plans; and

WHEREAS, the Authority has developed a Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project (the "Plan") which includes the Locally Preferred Alternative ("LPA") previously approved in Resolution R2019-XX-XX, as well as the funding plan that identifies funding partners, grant opportunities, and other funding sources; and

WHEREAS, the Local Advisory Council, at its November 18, 2020 meeting in Resolution AR2020-11-03, reviewed the Authority's proposed Plan and believed it is in the best interest of the Authority and all constituents to approve the Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project and to forward it to the Board of Trustees with a recommendation for approval;

WHEREAS, after consultation and recommendation for approval by the Local Advisory Council, the Board of the Authority desires to approve the Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project.

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

1. That the Board of the Authority hereby approves the proposed Capital Project Plan for the Midvalley Connector Bus Rapid Transit Project, in substantially the same form attached hereto as Exhibit A.
2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff and counsel, that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

Exhibit A

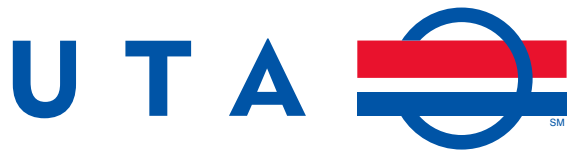
Midvalley Connector Bus Rapid Transit Capital Project Plan



Midvalley Connector

Capital Project Plan

November 2020



Capital Development

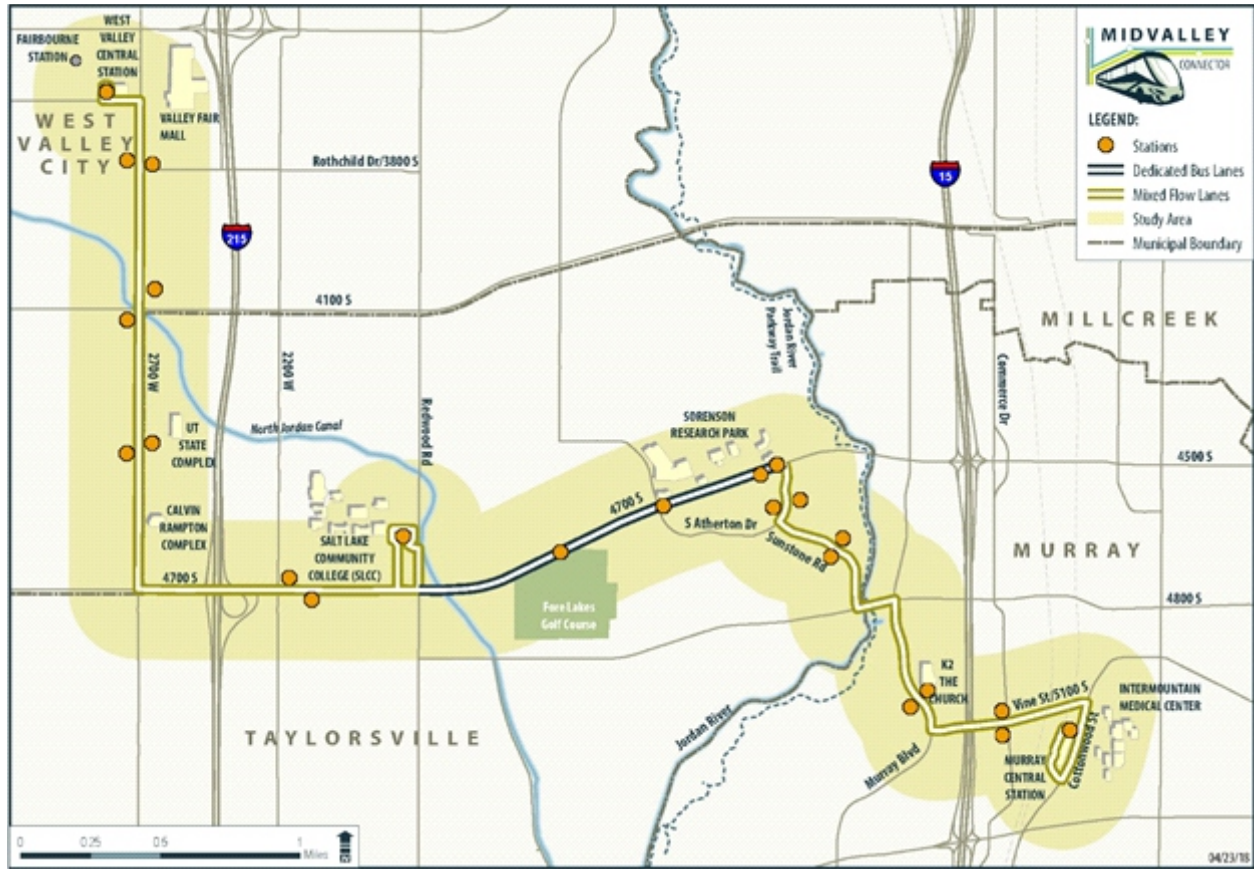
Capital Development Project Plan

Project Type:	New transit corridor-bus rapid transit(BRT)					
Project Name:	Midvalley Connector					
Project Description:	<p>BRT line with 14 stations from Murray Central Station (FrontRunner commuter rail transit and TRAX light rail transit) to the Salt Lake Community College (SLCC) Redwood Campus in Taylorsville to West Valley Central Station. Dedicated BRT lanes (1.4 miles) will be provided on 4700 South, between Redwood Road and Atherton Drive, comprising 20 percent of the seven-mile corridor. A new connector road will be constructed for an improved transit connection to the SLCC Redwood Campus. A multi-use path will be provided along 4500/4700 South, between Atherton Drive and Redwood Road.</p>					
Capital Cost Estimate (YOES):	\$84.2 million (\$8.7M additional spent to date by project partners; ineligible as local matching funds); Costs to be finalized after final engineering					
Annual Operating and Maintenance Cost:	<ul style="list-style-type: none"> \$2.7M/year at 15-minute headways (similar to our current TRAX Schedule) \$3.7M/year at 10-minute headways 					
Funding Sources:	(\$ millions)	2021	2022	2023	2024	Total
	TTIF (committed)	\$1.8	\$12.0	\$9.0	\$0	\$22.8
	Local Funds (committed)	\$1.2	\$6.2	\$0	\$0	\$7.4
	In-kind ROW (committed)	\$0	\$1.8	\$3.2	\$0	\$5.0
	STP-WFRC (committed)	\$0	\$0	\$0	\$2.0	\$2.0
	Federal Small Starts Grant (uncommitted)	\$0	\$0	\$39.0	\$8.0	\$47.0
	TOTAL	\$3.0	\$20.0	\$51.2	\$10.0	\$84.2
Daily Ridership Forecast:	<ul style="list-style-type: none"> 2,200/3,100 (15-minute headways all day or 10-minute headways during peak hours, respectively) 					
Service Frequency:	<ul style="list-style-type: none"> 10 - 15 minutes in peak hours 					
Purpose, Need and Benefits:	<ul style="list-style-type: none"> Provide a local and regional connection for destinations from the Murray Central TRAX and FrontRunner station to the West Valley Central station Improve transit service frequency and visibility to attract riders Increase mobility and provide an alternative mode of transportation for future population and travel demand growth Enhance the local economy by encouraging redevelopment and improving accessibility to existing and planned developments Provide an efficient and direct transit connection from FrontRunner commuter rail and TRAX to local and regional destinations in the study area Increase accessibility and visibility that are currently limited due to a lack of direct transit service connections between the redevelopment areas in the region Provide increased transit service and alternative mobility options to meet the growing demand as the population in the area and SLCC student enrollment continues to grow 					

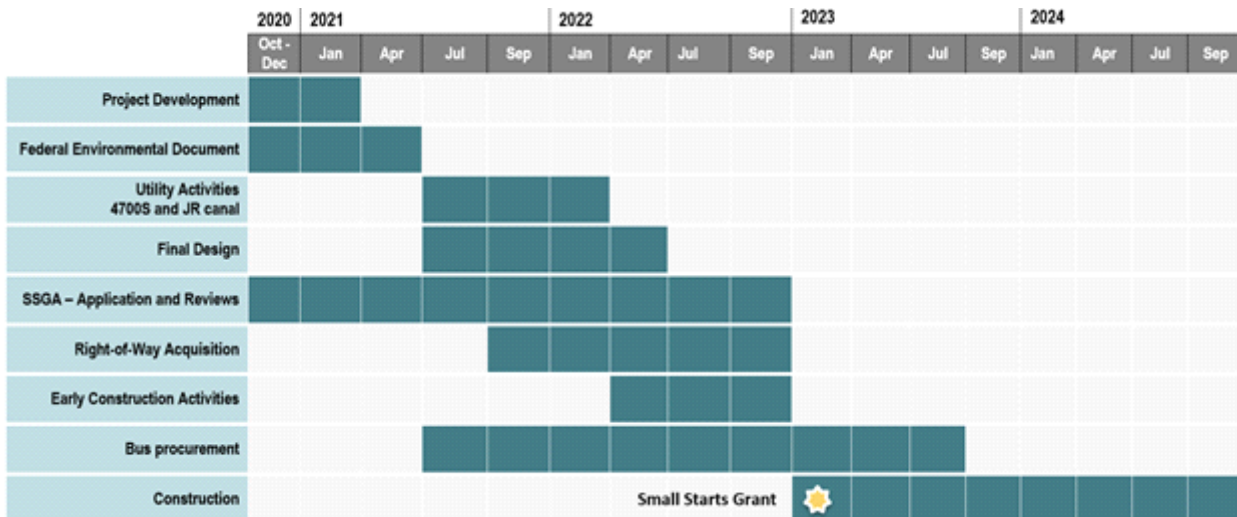
Key Project Impacts and Mitigations:	<ul style="list-style-type: none"> • Construction impacts will be mitigated with standard practices, with particular emphasis on communications and efforts to minimize impacts on business access • Remaining property acquisitions for project right-of-way and temporary construction easements will follow state and federal law • A USACE permit (also 404) and Salt Lake County Flood Control Permit will be required for extension of the North Jordan Canal culvert. • Coordination with EPA, DEQ, and Murray City will be necessary for construction work within the Smelter Site Overlay District - a development permit may be required and handling of hazardous materials will comply with applicable regulations.
Applicable Planning Documents:	<ul style="list-style-type: none"> • Proposed Five-year Capital Plan (UTA) • Regional Transportation Plan (WFRC)
Partners and Roles:	<ul style="list-style-type: none"> • <u>UTA</u>: regional transit agency, design oversight, environmental review preparer, builder and operator • <u>UDOT</u>: state highway owner for portion of route • <u>Wasatch Front Regional Council</u>: federal and state regional planning agency and programming/oversight of Surface Transportation Program (STP) funds • <u>City of Taylorsville</u>: project lead during design; owner of local street for portion of route • <u>Salt Lake County</u>: funding partner • <u>Murray City</u>: owner of local streets for portion of route; oversight of environmental permitting at Murray Central Station • <u>West Valley City</u>: owner of local streets for portion of route and West Valley Station/Mobility Hub • <u>Salt Lake Community College</u>: owner of site for end of line station and access roads
Key Community and Stakeholder Input:	<ul style="list-style-type: none"> • Written and in-person outreach activities were conducted • In general, the comments provided were answered or addressed with project design changes or impact mitigation
Environmental Review Type:	<ul style="list-style-type: none"> • Environmental Study Report—completed and issued August 2019 • Federal environmental document to be determined as federal funds will now be requested

Process Summary:	<ul style="list-style-type: none"> • Original Alternatives Analysis Report was completed in 2009 • Initial planning for a portion of the current project concluded in 2013 • Subsequent planning for the current, extended project concluded in 2019 • The Locally Preferred Alternative (LPA) was adopted by the partner cities, the UTA Local Advisory Council, and the UTA Board of Trustees in 2019 • Commencement of the federal project development process proposed to begin in late 2020
Construction Start Date Forecast:	<ul style="list-style-type: none"> • Early 2021/mid 2022
Opening Date Forecast:	<ul style="list-style-type: none"> • Mid 2024/late 2025
Advisory Council Recommendation and Date:	<ul style="list-style-type: none"> • Requested: November 18, 2020
Board of Trustees Action and Date:	<ul style="list-style-type: none"> • Anticipated: December 2020
Congressional Representative:	<ul style="list-style-type: none"> • Congressman Ben McAdams/Congressional District 4
State Representative:	<ul style="list-style-type: none"> • Karen Kwan, HD 34 • Craig Hall, HD 33 • Carol Spackman Moss, HD 37 • Mark Wheatley, HD 35
State Senator:	<ul style="list-style-type: none"> • Luz Escamilla, SD 1 • Wayne Harper, SD 6 • Karen Mayne, SD 5 • Gene Davis, Sd3
Project Map and Illustrations:	<ul style="list-style-type: none"> • Map of Locally Preferred Alternative • Proposed Project Schedule

Midvalley Connector BRT - Locally Preferred Alternative



Proposed Project Schedule





MEETING MEMO

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: December 2, 2020

SUBJECT:	R2020-12-02 – Resolution Adopting the Authority’s 2021-2025 Capital Plan
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2020-12-02 Adopting the Authority’s 2021-2025 Five-Year Capital Plan
BACKGROUND:	UTA’s 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 <i>Financial Management</i> . The 5-year Capital Plan includes all new construction and capital improvement projects, state of good repair activities, major equipment purchases, and other special projects requiring expenditures over \$25,000. The plan identifies funding sources for each project, which include UTA, state, local partner, and/or grant funds. The plan is required to be fiscally constrained, and maintain assets at a state of good repair to protect UTA’s capital investments and minimize future maintenance and replacement costs.
DISCUSSION:	The draft 5-Year Capital Plan was presented to the UTA Local Advisory Council (LAC) for consultation on September 16, 2020. There have been several proposed updates since the plan was presented to the LAC. These updates were presented to the Board of Trustees on October 28, 2020 and to the LAC on November 18, 2020. The LAC reviewed the updated plan and recommended approval by the Board of Trustees.
FISCAL IMPACTS:	Once the UTA Board approves the 5-year Capital Plan, the proposed capital budget for fiscal year 2021 will be incorporated into UTA’s proposed 2021 overall budget.
ATTACHMENTS:	1. Resolution R2020-12-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE AUTHORITY'S 2021-2025 CAPITAL PLAN**

R2020-12-02

December 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; and

WHEREAS, Board Policy 2.1 – Financial Management requires the Executive Director to develop a five-year capital plan annually that is fiscally constrained, maintains all assets at a state of good repair, protects the Authority's capital investments and minimizes future maintenance and replacement costs; and

WHEREAS, the Authority has developed a Five-Year Capital Plan for the years 2021 through 2025 (the "Plan") which contains a prioritized list of planned capital projects, a description of the annual prioritization process, and projected funding on an annual, cumulative and project basis; and

WHEREAS, on September 16, 2020 and November 18, 2020 in Resolution AR2020-09-01 Amended, the Local Advisory Council reviewed the Authority's proposed Plan and believed it is in the best interest of the Authority and all constituents to approve the 2021-2025 Capital Plan and to forward it to the Board of Trustees with a recommendation for approval; and

WHEREAS, certain capital projects require multi-year authorization to order long lead time parts, equipment or supplies, or to enter multi-year construction contracts; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority

1. That the Board of Trustees hereby approves the Five-year Capital Budget Plan for the years 2021 through 2025, attached hereto as Exhibit A.

2. That the Authority's 2021 Tentative Budget will include the 2021 Capital Budget included in the Plan.
3. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of December 2020.

Carlton Christensen,
Chair Board of Trustees

ATTEST:

Secretary of the Authority

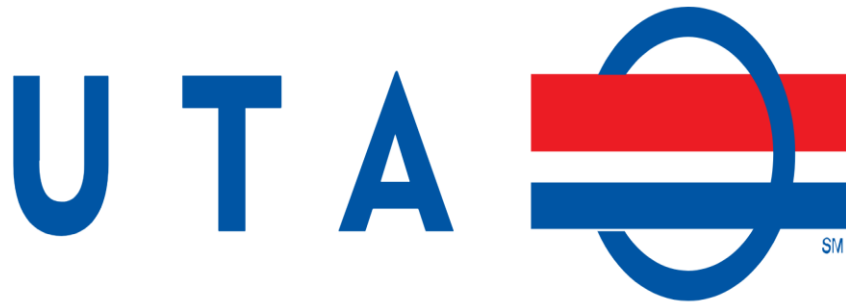
(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

Exhibit A
2021-2025 Capital Plan

Utah Transit Authority Five-Year Capital Plan 2021-2025



1 Introduction

1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management, requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a state of good repair to protect the Authority’s capital investments, maintain safety and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects, and also helps in long-range budget planning, including setting of priorities.

1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases and other special projects requiring one or more expenditures totaling \$25,000 or more. This includes projects that are partially or fully funded by outside funding sources (e.g. grants, state funds, local partners, etc.). Other requests under \$25,000 should be included in departmental operating budgets.

Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or Legal Compliance construction projects
- Energy conservation improvements
- Grounds improvement
- Real Estate Acquisition or Leasing
- Vehicles
- HVAC/Reroofing Projects
- Telecommunication and Information Technology systems (hardware and/or software)
- New or replacement equipment or furniture

2 Five-year Capital Plan Development Process

The annual capital planning process results in a prioritized list of projects for the upcoming fiscal year capital budget and a forward looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

2.1 Project Requests

New project requests are submitted annually and prioritized by management for funding consideration. The proposed project should meet a specific objective such as a mobility need, state of good repair or infrastructure need or requirement, and be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, the yearly budget needs for the project development, and the long term operating and maintenance costs, including state of good repair costs if applicable. Potential funding sources are also identified in the project request.

2.2 Project Prioritization

Completed project requests are compiled then prioritized by management. Prioritization considerations include:

- Assuring a safe system
- Taking care of/replacing what we have
- Leveraging grants and other partner funds
- Contributing to system improvements

Projects with a lower priority may be reduced in scope or moved to subsequent years as necessary. Once prioritized, the draft 5-year plan is submitted to the Executive Team for review. Requests are trimmed as needed to meet the anticipated 5-year budget resources, which is based on committed or reasonably foreseeable funding sources.

3 Proposed Capital Plan

The 2021-2025 capital requests have been compiled and prioritized. Tables showing the proposed capital budget by year are presented below in year of expenditure dollars, as well as overall 5-year summaries by both project type and funding source. Attachment A shows the detailed list of projects proposed to be funded, including the annual and 5-year budget, anticipated grant and local partner funds, and the required UTA funds for each project.

The proposed capital plan for 2021 will be incorporated into UTA's proposed 2021 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget amendments as needed.

Proposed 2021 Capital Budget Summary

Project Categories	2021 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$16,060,000	\$1,172,000		\$14,888,000
Safety and Security	\$1,046,000	\$274,000		\$772,000
Revenue Vehicles & white fleet	\$22,559,000			\$22,559,000
Vehicle Rehab & Repair	\$12,799,000	\$787,000		\$12,011,000
Facilities Maintenance	\$2,650,000			\$2,650,000
Rail Maintenance	\$23,625,000			\$23,625,000
Airport LRT	\$7,000,000			\$7,000,000
Depot District	\$32,400,000	\$9,900,000	\$2,500,000	\$20,000,000
Ogden-Weber BRT	\$52,580,000	\$42,500,000	\$8,450,000	\$1,630,000
TIGER First/Last Mile	\$13,171,000	\$5,201,000	\$7,889,000	\$81,000
Northern Utah County Double Track	\$9,000,000			\$9,000,000
Midvalley BRT	\$3,000,000		\$3,000,000	\$0
Other Capital Projects	\$59,729,000	\$15,959,000	\$11,908,000	\$31,861,000
Total	\$255,619,000	\$75,793,000	\$33,748,000	\$146,078,000

*UTA 2021 funds include: \$51,259,000 in bonds and \$28,306,000 in leasing

Proposed 2022 Capital Budget Summary

Project Categories	2022 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$4,324,000			\$4,324,000
Safety and Security	\$936,000			\$936,000
Rev. Vehicles & white fleet	\$32,957,000	\$6,540,000		\$26,417,000
Vehicle Rehab & Repair	\$15,032,000	\$764,000		\$14,268,000
Facilities Maintenance	\$3,600,000			\$3,600,000
Rail Maintenance	\$17,375,000			\$17,375,000
Depot District	\$31,200,000	\$3,700,000	\$2,500,000	\$25,000,000
Ogden-Weber BRT	\$37,029,000	\$30,000,000	\$2,229,000	\$4,800,000
TIGER First/Last Mile	\$1,655,000	\$1,050,000	\$605,000	
Midvalley BRT	\$18,200,000		\$18,200,000	
Other Capital Projects	\$67,830,000	\$27,697,000	\$16,442,000	\$23,692,000
Total	\$230,138,000	\$69,751,000	\$39,976,000	\$120,412,000

*UTA 2022 funds include: \$45,700,000 in bonds and \$23,492,000 in leasing

Proposed 2023 Capital Budget Summary

Project Categories	2023 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$5,774,000			\$5,774,000
Safety and Security	\$756,000			\$756,000
Rev. Vehicles & white fleet	\$56,300,000	\$9,040,000		\$47,260,000
Vehicle Rehab & Repair	\$13,899,000	\$3,350,000		\$10,549,000
Facilities Maintenance	\$2,350,000			\$2,350,000
Rail Maintenance	\$18,550,000			\$18,550,000
Depot District	\$2,500,000		\$2,500,000	\$0
Ogden-Weber BRT	\$5,203,000	\$4,473,000		\$730,000
Midvalley BRT	\$48,000,000	\$39,000,000	\$9,000,000	
Other Capital Projects	\$34,658,000	\$9,611,000	\$12,779,000	\$12,268,000
Total	\$187,990,000	\$65,475,000	\$24,279,000	\$98,237,000

*UTA 2023 funds include: \$14,880,000 in bonds and \$45,510,000 in leasing

Proposed 2024 Capital Budget Summary

Project Categories	2024 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$10,993,000			\$10,993,000
Safety and Security	\$756,000			\$756,000
Rev. Vehicles & white fleet	\$56,649,000			\$56,649,000
Vehicle Rehab & Repair	\$13,685,000	\$2,400,000		\$11,285,000
Facilities Maintenance	\$2,600,000			\$2,600,000
Rail Maintenance	\$16,963,000			\$16,963,000
Midvalley BRT	\$10,000,000	\$10,000,000		
Davis-SLC Connector	\$100,000,000	\$70,000,000	\$20,000,000	\$10,000,000
Other Capital Projects	\$21,930,000	\$4,976,000	\$20,000	\$16,934,000
Total	\$233,576,000	\$87,376,000	\$20,020,000	\$126,180,000

*UTA 2024 funds include: \$31,573,000 in bonds and \$62,799,000 in leasing

Proposed 2025 Capital Budget Summary

Project Categories	2025 Proposed Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$2,715,000			\$2,715,000
Safety and Security	\$700,000			\$700,000
Rev. Vehicles & white fleet	\$56,200,000			\$56,200,000
Vehicle Rehab & Repair	\$15,582,000	\$2,400,000		\$13,182,000
Facilities Maintenance	\$4,350,000			\$4,350,000
Rail Maintenance	\$17,613,000			\$17,613,000
Other Capital Projects	\$8,273,000	\$2,270,000	\$1,667,000	\$4,336,000
Total	\$105,432,000	\$4,670,000	\$1,667,000	\$99,096,000

*UTA 2025 funds include: \$8,000,000 in bonds and \$48,700,000 in leasing

Proposed 5-Year Capital Plan Summary by Project Category

Project Categories	Proposed 5-Year Budget	Grants	State/Local Partners	UTA Funds*
Information Technology	\$39,866,000	\$1,172,000		\$38,694,000
Safety and Security	\$4,194,000	\$274,000		\$3,920,000
Rev. Vehicles & white fleet	\$224,664,000	\$15,579,000		\$209,085,000
Vehicle Rehab & Repair	\$70,997,000	\$9,700,000		\$61,297,000
Facilities Maintenance	\$15,550,000			\$15,550,000
Rail Maintenance	\$94,125,000			\$94,125,000
Airport LRT	\$7,000,000			\$7,000,000
Depot District	\$66,100,000	\$13,600,000	\$7,500,000	\$45,000,000
Ogden-Weber BRT	\$94,813,000	\$76,973,000	\$10,679,000	\$7,160,000
TIGER First/Last Mile	\$14,826,000	\$6,251,000	\$8,494,000	\$81,000
Northern Utah County Double Track	\$9,000,000			\$9,000,000
Midvalley BRT	\$79,200,000	\$49,000,000	\$30,200,000	\$0
Davis-SLC Connector	\$107,800,000	\$70,000,000	\$23,500,000	\$14,300,000
Other Capital Projects	\$184,621,000	\$60,454,000	\$39,316,000	\$84,791,000
Total	\$1,012,755,000	\$303,004,000	\$119,689,000	\$590,002,000

*UTA 5-year funds include: \$151,412,000 in bonds and \$208,807,000 in leasing

Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	UTA Funds*
2021	\$255,619,000	\$75,793,000	\$33,748,000	\$146,078,000
2022	\$230,138,000	\$69,751,000	\$39,976,000	\$120,412,000
2023	\$187,990,000	\$65,475,000	\$24,279,000	\$98,237,000
2024	\$233,576,000	\$87,376,000	\$20,020,000	\$126,180,000
2025	\$105,432,000	\$4,670,000	\$1,667,000	\$99,096,000
Total	\$1,012,755,000	\$303,004,000	\$119,689,000	\$590,002,000

*UTA funds include: \$151,412,000 in bonds and \$208,807,000 in leasing

4 Five-Year Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and year of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain. New grant and partner funds would reduce the amount of needed bond funds.

Approval of the 5-year capital plan will authorize the Agency to enter contracts for those projects that are multi-year in nature.

This 5-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

4.1 Project Requests

A number of the projects in the 5-year plan reasonably assume that significant local, state, and/or federal funds would be available. If those funds do not materialize, the project would need to be delayed until such time as additional funding could be secured. These projects include:

- Ogden/WSU BRT: Federal Transit Administration Small Starts grant anticipated
- Sharp/Tintic Railroad Connection: Federal Railroad Administration/CRISI grant anticipated
- Midvalley BRT: Federal Transit Administration Small Starts grant anticipated
- FrontRunner Double Tracking: Potential BUILD grant, State and/or TTIF funds
- Point of the Mountain EIS and Preliminary Design: Potential BUILD planning grant and/or TTIF
- Davis-SLC Community Connector: Potential Small Starts, Bus & Bus Facilities grant and/or TTIF

For any new capital development project, such as the Midvalley BRT or the Davis-SLC Community Connector, the locally preferred alternative and the funding plan would have to be presented to the UTA Advisory Council and recommended for approval before the project construction could advance.

The details of the UTA 2021 through 2025 Five-year Capital Plan are presented in the attached tables.

Attachment A
UTA 5-Year Capital Plan - Project Detail
2021 through 2025

UTA 5-Year Capital Plan: 2021-2025 Project Summary

	Project Name	2021 Proposed Budget	Total UTA Funds	2022 Proposed Budget	Total UTA Funds	2023 Proposed Budget	Total UTA Funds	2024 Proposed Budget	Total UTA Funds	2025 Proposed Budget	Total UTA Funds	5-Year Proposed Budget	Total UTA 5-yr Funds
Information Technology													
1	In-house App Dev. & Enhancements	100,000	100,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	900,000	900,000
2	Radio Communication Infrastructure	150,000	150,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	550,000	550,000
3	Server, Storage Infrastructure Eq & SW	245,000	245,000	324,000	324,000	279,000	279,000	323,000	323,000	255,000	255,000	1,426,000	1,426,000
4	Rail Communication On-Board Tech	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	500,000	500,000
5	Info Security Eq/SW (PCI Comp & Cyber S)	440,000	440,000	200,000	200,000	445,000	445,000	210,000	210,000	260,000	260,000	1,555,000	1,555,000
6	Bus Communication On-Board Tech	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	500,000	500,000
7	IT Managed Reserved (formerly IT Pool)	400,000	400,000	400,000	400,000	350,000	350,000	400,000	400,000	400,000	400,000	1,950,000	1,950,000
8	Network & Infrastructure Equipment	325,000	325,000	475,000	475,000	450,000	450,000	510,000	510,000	300,000	300,000	2,060,000	2,060,000
9	FrontRunner WiFi Enhancements	250,000	250,000	350,000	350,000	50,000	50,000	50,000	50,000	50,000	50,000	750,000	750,000
10	Init APC Upgrade	340,000	340,000	500,000	500,000	-	-	-	-	-	-	840,000	840,000
11	Electronic Fare Collection Maint & Rep	2,500,000	2,500,000	225,000	225,000	300,000	300,000	-	-	-	-	3,025,000	3,025,000
12	ArcGIS GeoEvent Server for Live Data	25,000	25,000	-	-	-	-	-	-	-	-	25,000	25,000
13	Rail TVM SOGR - PCI Compliance	7,800,000	7,800,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	8,000,000	8,000,000
14	TVM for UVX (needed if Free Fare ends)	1,100,000	1,100,000	-	-	-	-	-	-	-	-	1,100,000	1,100,000
15	New Radio Communication System	-	-	-	-	2,000,000	2,000,000	8,000,000	8,000,000	500,000	500,000	10,500,000	10,500,000
16	E Voucher Software Development	215,000	43,000	-	-	-	-	-	-	-	-	215,000	43,000
17	Passenger Information	300,000	300,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	1,700,000	1,700,000
18	Transit Management Sytem	1,620,000	620,000	900,000	900,000	950,000	950,000	550,000	550,000	-	-	4,020,000	3,020,000
19	JDE System Enhancement	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000
	Total Information Technology	16,060,000	14,888,000	4,324,000	4,324,000	5,774,000	5,774,000	10,993,000	10,993,000	2,715,000	2,715,000	39,866,000	38,694,000
Safety & Security/Police													
	Safety & Security												
20	Corridor Fencing	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000
21	Camera Sustainability	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000
22	Access Control for Data Rooms	10,000	10,000	-	-	-	-	-	-	-	-	10,000	10,000
23	Bus Camera Overhaul/Replacement	40,000	40,000	40,000	40,000	-	-	-	-	-	-	80,000	80,000
24	Bus Safety and Security	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	150,000	150,000
25	Facility Security	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000
26	Next Crossing Camera Installation	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	200,000	200,000
27	Safety General Projects	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	500,000	500,000
28	Security General Projects	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	100,000	100,000
29	Suicide Prevention Research Project	280,000	56,000	-	-	-	-	-	-	-	0	280,000	56,000
	Safety & Security Total	670,000	446,000	380,000	380,000	340,000	340,000	340,000	340,000	340,000	340,000	2,070,000	1,846,000
	Police												
30	Ballistic Vest Replacement	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	25,000	25,000	85,000	85,000
31	Vehicle Replacement/Expansion	290,000	290,000	370,000	370,000	330,000	330,000	330,000	330,000	320,000	320,000	1,640,000	1,640,000
32	Tasers	-	-	100,000	100,000	-	-	-	-	-	-	100,000	100,000
33	Emergency Operations Training	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	75,000	75,000
34	Police Radio Replacements	56,000	6,000	56,000	56,000	56,000	56,000	56,000	56,000	-	-	224,000	174,000
	Police Total	376,000	326,000	556,000	556,000	416,000	416,000	416,000	416,000	360,000	360,000	2,124,000	2,074,000
	Total Safety & Security	1,046,000	772,000	936,000	936,000	756,000	756,000	756,000	756,000	700,000	700,000	4,194,000	3,920,000
Asset Management (Vehicles, Facilities, Rail Infrastructure, Rail Systems)													
	Vehicles												
35	Bus Replacement	12,800,000	12,800,000	11,307,289	11,307,289	35,200,000	35,200,000	50,100,000	50,100,000	43,000,000	43,000,000	152,407,289	152,407,289
36	20 Electric Buses/Infrastructure-SLCo	-	-	14,200,000	7,660,380	12,879,240	3,839,620	-	-	-	-	27,079,240	11,500,000
37	Van Pool Replacement	2,205,720	2,205,720	1,424,498	1,424,498	1,270,960	1,270,960	1,423,240	1,423,240	1,800,000	1,800,000	8,124,418	8,124,418
38	Paratransit Vehicle Replacment	3,052,899	3,052,899	3,125,376	3,125,376	3,199,593	3,199,593	3,275,592	3,275,592	3,400,000	3,400,000	16,053,460	16,053,460
39	Bus Engine/Trans/Comp Rehab/Replace	1,500,000	1,500,000	3,000,000	3,000,000	3,000,000	600,000	3,000,000	600,000	3,000,000	600,000	13,500,000	6,300,000
40	Light Rail Vehicle Rehab	6,690,210	6,690,210	7,181,775	7,181,775	7,699,275	7,699,275	8,285,150	8,285,150	10,581,775	10,581,775	40,438,185	40,438,185
41	Commuter Rail Engine Overhaul	2,608,435	1,821,751	2,500,000	1,736,221	1,500,000	550,000	-	-	-	-	6,608,435	4,107,972
42	Non-Rev Service Vehicle Replace	1,500,000	1,500,000	650,000	650,000	750,000	750,000	350,000	350,000	500,000	500,000	3,750,000	3,750,000
43	Comet Car Replacement	3,000,000	3,000,000	2,250,000	2,250,000	3,000,000	3,000,000	1,500,000	1,500,000	7,500,000	7,500,000	17,250,000	17,250,000
44	LRV Accident Repair	1,500,000	1,500,000	1,600,000	1,600,000	700,000	700,000	400,000	400,000	-	-	4,200,000	4,200,000
45	Commuter Rail Vehicle Rehab	500,000	500,000	750,000	750,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	6,250,000	6,250,000
	Vehicles Total	35,357,264	34,570,580	47,988,938	40,685,539	70,199,068	57,809,448	70,333,982	67,933,982	71,781,775	69,381,775	295,661,027	270,381,324
	Facilities												
46	Facilities Rehab and Replacement	1,000,000	1,000,000	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	2,000,000	7,000,000	7,000,000
47	Equipment Managed Reserve	250,000	250,000	500,000	500,000	500,000	500,000	500,000	500,000	1,000,000	1,000,000	2,750,000	2,750,000
48	Stations and Platforms Rehab/Replace	350,000	350,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	1,350,000	1,350,000
49	Park and Ride Rehab/Replacement	500,000	500,000	750,000	750,000	500,000	500,000	750,000	750,000	1,000,000	1,000,000	3,500,000	3,500,000
50	Meadowbrook Flooring/Lighting	450,000	450,000	-	-	-	-	-	-	-	-	450,000	450,000
51	Building Remodels/Reconfiguration	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	500,000	500,000
	Facilities Total	2,650,000	2,650,000	3,600,000	3,600,000	2,350,000	2,350,000	2,600,000	2,600,000	4,350,000	4,350,000	15,550,000	15,550,000
	Rail Infrastructure												
52	Rail Rehab and Replacement	7,250,000	7,250,000	2,200,000	2,200,000	1,375,000	1,375,000	750,000	750,000	4,000,000	4,000,000	15,575,000	15,575,000
53	Ballast and Ties Rehab/Replacement	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000
54	Bridge Rehabilitation & Maintenance	650,000	650,000	300,000	300,000	450,000	450,000	300,000	300,000	400,000	400,000	2,100,000	2,100,000
55	Grade Crossings Rehab/Replacement	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	10,000,000
	Rail Infrastructure Total	10,150,000	10,150,000	4,750,000	4,750,000	4,075,000	4,075,000	3,300,000	3,300,000	6,650,000	6,650,000	28,925,000	28,925,000
	Rail Systems												
56	Traction Power Rehab/Replacement	6,500,000	6,500,000	9,500,000	9,500,000	11,000,000	11,000,000	11,000,000	11,000,000	500,000	500,000	38,500,000	38,500,000
57	Train Control Rehab/Replacement	4,750,000	4,750,000	650,000	650,000	2,000,000	2,000,000	500,000	500,000	500,000	500,000	8,400,000	8,400,000
58	Rail Switches/Trackwork Controls	1,200,000	1,200,000	1,200,000	1,200,000	450,000	450,000	1,200,000	1,200,000	4,500,000	4,500,000	8,550,000	8,550,000
59	Stray Current Mitigation	525,000	525,000	525,000	525,000	525,000	525,000	462,500	462,500	462,500	462,500	2,500,000	2,500,000
60	OCS Rehab/Replacement	500,000	500,000	750,000	750,000	500,000	500,000	500,000	500,000	500,000	500,000	2,750,000	2,750,000
61	Fiber Replacement	-	-										

80	Operator Restrooms System-Wide	400,000	80,000	750,000	750,000	750,000	150,000	750,000	150,000	-	0	2,650,000	1,130,000
81	Operator Restrooms - SL County	200,000	200,000	-	-	-	-	-	-	-	0	200,000	200,000
82	650 South Station	2,000,000	-	-	-	-	-	-	-	-	0	2,000,000	-
83	Davis-SLC Community Connector	300,000	300,000	7,500,000	4,000,000	-	-	100,000,000	10,000,000	-	0	107,800,000	14,300,000
84	Sharp-Tintic Rail Connection	2,309,867	40,348	6,479,832	113,189	798,093	13,942	-	-	-	0	9,587,792	167,480
85	North Temple EOL (SLC CMAQ grant)	-	-	-	-	-	-	-	-	3,936,600	-	3,936,600	-
86	U of U EOL	-	-	-	-	-	-	-	-	-	0	-	-
87	Fort Union EOL	3,000,000	3,000,000	-	-	-	-	-	-	-	0	3,000,000	3,000,000
88	5600 W/4500 S EOL	3,000,000	3,000,000	-	-	-	-	-	-	-	0	3,000,000	3,000,000
89	Meadowbrook Expansion	2,600,000	2,600,000	-	-	-	-	-	-	-	0	2,600,000	2,600,000
90	FR Business Plan	-	-	-	-	-	-	-	-	-	0	-	-
91	Layton FrontRunner Parking Garage	-	-	-	-	4,700,000	-	-	-	0	0	4,700,000	-
92	FR Snow Melt System Replacement	50,000	50,000	5,000,000	5,000,000	4,000,000	4,000,000	-	-	0	0	9,050,000	9,050,000
93	MSP220-5310	250,000	10,000	-	-	-	-	-	-	-	-	250,000	10,000
94	MSP221-5310	100,000	5,000	-	-	-	-	-	-	-	-	100,000	5,000
95	MSP222-5310	140,000	8,000	-	-	-	-	-	-	-	-	140,000	8,000
96	FY19/20 - 5310 Funds - SL/WV	3,357,034	-	479,576	-	-	-	-	-	-	-	3,836,610	-
97	FY19/20 - 5310 Funds - O/L	1,884,227	-	269,175	-	-	-	-	-	-	-	2,153,402	-
98	FY19/20 - 5310 Funds - P/O	1,268,262	-	181,180	-	-	-	-	-	-	-	1,449,442	-
99	FY21/22 - 5310 Funds - SL/WV	-	-	1,357,581	-	-	-	-	-	-	-	1,357,581	-
100	FY21/22 - 5310 Funds - O/L	-	-	778,753	-	-	-	-	-	-	-	778,753	-
101	FY21/22 - 5310 Funds - P/O	-	-	513,055	-	-	-	-	-	-	-	513,055	-
102	FY23/24 - 5310 Funds - SL/WV	-	-	-	-	-	-	1,412,427	-	-	-	1,412,427	-
103	FY23/24 - 5310 Funds - O/L	-	-	-	-	-	-	810,215	-	-	-	810,215	-
104	FY23/24 - 5310 Funds - P/O	-	-	-	-	-	-	533,782	-	-	-	533,782	-
105	5310 Admin Funds	280,142	-	294,522	-	306,420	-	-	-	-	-	881,084	-
106	Capital Planning/Env Analysis	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
107	Mid-Valley Connector	3,000,000	-	18,200,000	-	48,000,000	-	10,000,000	-	-	0	79,200,000	-
108	FrontRunner Double Tracking	2,500,000	-	25,000,000	-	12,500,000	-	-	-	-	0	40,000,000	-
109	Green Line Reconfiguration	1,200,000	200,000	-	-	-	-	-	-	-	0	1,200,000	200,000
110	Central Corridor Transit	1,500,000	101,550	1,500,000	101,550	-	-	-	-	-	0	3,000,000	203,100
111	Warm Springs upgrades/exp	1,738,000	1,738,000	-	-	-	-	8,923,000	8,923,000	-	0	10,661,000	10,661,000
112	Gap filler on FR stations	1,000,000	1,000,000	-	-	-	-	-	-	-	0	1,000,000	1,000,000
113	Historic Utah Southern Rail Trail	-	-	-	-	-	-	300,000	-	-	0	300,000	-
114	Mt Ogden Admin Bldg expansion	235,000	235,000	-	-	-	-	-	-	-	0	235,000	235,000
115	Tooele Bus Facility	967,751	-	-	-	-	-	-	-	-	0	967,751	-
116	Clearfield FR Station Trail	1,739,817	89,817	-	-	-	-	-	-	-	0	1,739,817	89,817
117	Operator Shack at Univ Med EOL	175,000	175,000	-	-	-	-	-	-	-	0	175,000	175,000
118	Provo-Orem BRT	3,010,967	3,010,967	-	-	-	-	-	-	-	0	3,010,967	3,010,967
119	Sandy Parking Structure	4,204,174	1,419,921	-	-	-	-	-	-	-	0	4,204,174	1,419,921
120	MOW Building - OK	350,000	350,000	-	-	-	-	-	-	-	0	350,000	350,000
121	New FLHQ Space Planning	45,000	45,000	-	-	-	-	-	-	-	0	45,000	45,000
122	Light Rail Seat Replacement	4,154,000	4,154,000	-	-	-	-	-	-	-	0	4,154,000	4,154,000
123	5310 Ogden/Layton Funds	60,000	-	-	-	-	-	-	-	-	0	60,000	-
124	Passenger Info Improvements	1,459,743	98,743	-	-	-	-	-	-	-	0	1,459,743	98,743
125	Capital Contingency	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	10,000,000
	Total Capital Development Projects	176,880,521	69,572,476	155,914,486	53,491,547	90,361,259	12,997,238	131,930,123	26,934,099	8,273,039	4,336,439	563,359,428	167,331,800

Total Overall Capital Budget	255,618,785	146,078,056	230,138,424	120,412,086	187,990,327	98,236,686	233,575,605	126,179,581	105,432,314	99,095,714	1,012,755,455	590,002,124
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Summary by Category	2021 Proposed Budget	Total UTA Funds	2022 Proposed Budget	Total UTA Funds	2023 Proposed Budget	Total UTA Funds	2024 Proposed Budget	Total UTA Funds	2025 Proposed Budget	Total UTA Funds	5-Year Proposed Budget	Total 5-yr UTA Funds
Information Technology	16,060,000	14,888,000	4,324,000	4,324,000	5,774,000	5,774,000	10,993,000	10,993,000	2,715,000	2,715,000	39,866,000	38,694,000
Safety & Security	1,046,000	772,000	936,000	936,000	756,000	756,000	756,000	756,000	700,000	700,000	4,194,000	3,920,000
Revenue Service Vehicles & white fleet	22,558,619	22,558,619	32,957,163	26,417,543	56,299,793	47,260,173	56,648,832	56,648,832	56,200,000	56,200,000	224,664,407	209,085,167
Vehicles - Rehab/Repair	12,798,645	12,011,961	15,031,775	14,267,996	13,899,275	10,549,275	13,685,150	11,285,150	15,581,775	13,181,775	70,996,620	61,296,157
Facilities Maintenance	2,650,000	2,650,000	3,600,000	3,600,000	2,350,000	2,350,000	2,600,000	2,600,000	4,350,000	4,350,000	15,550,000	15,550,000
Rail Maintenance Projects	23,625,000	23,625,000	17,375,000	17,375,000	18,550,000	18,550,000	16,962,500	16,962,500	17,612,500	17,612,500	94,125,000	94,125,000
Airport LRT	7,000,000	7,000,000	-	-	-	-	-	-	-	-	7,000,000	7,000,000
Depot District	32,400,124	20,000,000	31,200,000	25,000,000	2,500,000	-	-	-	-	-	66,100,124	45,000,000
Ogden/Weber BRT	52,580,513	1,630,513	37,029,004	4,800,000	5,202,996	729,546	-	-	-	-	94,812,513	7,160,059
TIGER First/Last Mile Projects	13,170,900	80,617	1,655,000	-	-	-	-	-	-	-	14,825,900	80,617
Northern Utah Cnty Dbl Track	9,000,000	9,000,000	-	-	-	-	-	-	-	-	9,000,000	9,000,000
Midvalley BRT	3,000,000	-	18,200,000	-	48,000,000	-	10,000,000	-	-	-	79,200,000	-
Davis-SLC Connector	300,000	300,000	7,500,000	4,000,000	-	-	100,000,000	10,000,000	-	-	107,800,000	14,300,000
Other Capital Projects	59,428,984	31,561,346	60,330,482	19,691,547	34,658,263	12,267,692	21,930,123	16,934,099	8,273,039	4,336,439	184,620,891	84,791,124
Total Overall Capital Budget	255,618,785	146,078,056	230,138,424	120,412,086	187,990,327	98,236,686	233,575,605	126,179,581	105,432,314	99,095,714	1,012,755,455	590,002,124

62	Red Light Signal Enforcement									-	-
	Rail Systems Total	13,475,000	6,500,000	-	-	-	-	-	-	6,975,000	13,475,000
	Total Asset Management	61,632,264	9,500,000	786,684	18,005,720	-	6,690,210	-	-	26,649,650	60,845,580
	Capital Development Projects	2021 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds	
63	Airport Station Relocation	7,000,000	7,000,000							-	7,000,000
64	3300/3500 South MAX Exp/Optimization	-								-	-
65	Depot District	32,400,124	19,000,000	9,900,124		2,500,000	1,000,000			-	20,000,000
66	Ogden/Weber State University BRT	52,580,513	1,630,513	42,500,000		2,200,000		6,250,000		-	1,630,513
67	TIGER Program of Projects	13,170,900		5,200,903				7,889,380		80,617	80,617
68	Box Elder Right of Way Preservation	1,000,000								1,000,000	1,000,000
69	Weber Cnty CR ROW Preservation	1,000,000						1,000,000		-	-
70	Signal Pre-emption Projects w/UDOT	250,000						250,000		-	-
71	Queue Cutter Projects with UDOT	250,000						250,000		-	-
72	Point of Mountain AA/EIS	2,500,000		2,000,000						500,000	500,000
73	Office Equipment Reserve	100,000								100,000	100,000
74	Positive Train Control	2,500,000								2,500,000	2,500,000
75	Northern Utah County Double Track	9,000,000	9,000,000							-	9,000,000
76	Bus Stop Imp System-Wide ADA	1,000,000		800,000						200,000	200,000
77	Bus Stop Imp/signage - SL County	2,500,000					2,500,000			-	2,500,000
78	UTA ADA Bus Stop Imp Utah Cnty	-								-	-
79	Wayfinding Signage	650,000								650,000	650,000
80	Operator Restrooms System-Wide	400,000	80,000	320,000						-	80,000
81	Operator Restrooms - SL County	200,000					200,000			-	200,000
82	650 South Station	2,000,000						2,000,000		-	-
83	Davis-SLC Community Connector	300,000	300,000							-	300,000
84	Sharp-Tintic Rail Connection	2,309,867		2,040,647		214,417		14,455		40,348	40,348
85	North Temple EOL (SLC CMAQ grant)									-	-
86	U of U EOL									-	-
87	Fort Union EOL	3,000,000					3,000,000			-	3,000,000
88	5600 W/4500 S EOL	3,000,000					3,000,000			-	3,000,000
89	Meadowbrook Expansion	2,600,000					2,600,000			-	2,600,000
90	FR Business Plan									-	-
91	Layton FrontRunner Parking Garage	-								-	-
92	FR Snow Melt System Replacement	50,000								50,000	50,000
93	MSP220-5310	250,000		190,000				50,000		10,000	10,000
94	MSP221-5310	100,000		75,000				20,000		5,000	5,000
95	MSP222-5310	140,000		104,000				28,000		8,000	8,000
96	FY19/20 - 5310 Funds - SLWV	3,357,034		2,260,904				1,096,130		-	-
97	FY19/20 - 5310 Funds - O/L	1,884,227		1,296,929				587,298		-	-
98	FY19/20 - 5310 Funds - P/O	1,268,262		854,438				413,824		-	-
99	FY21/22 - 5310 Funds - SLWV									-	-
100	FY21/22 - 5310 Funds - O/L									-	-
101	FY21/22 - 5310 Funds - P/O									-	-
102	FY23/24 - 5310 Funds - SLWV									-	-
103	FY23/24 - 5310 Funds - O/L									-	-
104	FY23/24 - 5310 Funds - P/O									-	-
105	5310 Admin Funds	280,142		280,142						-	-
106	Capital Planning/Env Analysis	500,000								500,000	500,000
107	Mid-Valley Connector	3,000,000				1,800,000		1,200,000		-	-
108	FrontRunner Double Tracking	2,500,000				2,500,000				-	-
109	Green Line Reconfiguration	1,200,000						1,000,000		200,000	200,000
110	Central Corridor Transit	1,500,000		1,398,450						101,550	101,550
111	Warm Springs upgrades/exp	1,738,000	1,738,000							-	1,738,000
112	Gap filler on FR stations	1,000,000								1,000,000	1,000,000
113	Historic Utah Southern Rail Trail									-	-
114	Mt Ogden Admin Bldg expansion	235,000								235,000	235,000
115	Tooele Bus Facility	967,751		967,751						-	-
116	Clearfield FR Station Trail	1,739,817		1,650,000						89,817	89,817
117	Operator Shack at Univ Med EOL	175,000								175,000	175,000
118	Provo-Orem BRT	3,010,967	3,010,967							-	3,010,967
119	Sandy Parking Structure	4,204,174		300,000				2,484,253		1,419,921	1,419,921
120	MOW Building - OK	350,000								350,000	350,000
121	New FLHQ Space Planning	45,000								45,000	45,000
122	Light Rail Seat Replacement	4,154,000								4,154,000	4,154,000
123	5310 Ogden/Layton Funds	60,000		60,000						-	-
124	Passenger Info Improvements	1,459,743		1,361,000						98,743	98,743
125	Capital Contingency	2,000,000								2,000,000	2,000,000
	Total Capital Development Projects	176,880,521	41,759,480	73,560,288	-	9,214,417	12,300,000	24,533,340	-	15,512,996	69,572,476
	Total Overall Capital Budget	255,618,785	51,259,480	75,792,972	28,305,720	9,214,417	18,990,210	24,533,340	-	47,522,646	146,078,056
	Summary by Category	2021 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds	
	Information Technology	16,060,000	-	1,172,000	10,300,000	-	-	-		4,588,000	14,888,000
	Safety & Security	1,046,000	-	274,000	-	-	-	-		772,000	772,000
	Revenue Service Vehicles & white fleet	22,558,619	3,000,000	-	18,005,720	-	-	-		1,552,899	22,558,619
	Vehicles - Rehab/Repair	12,798,645	-	786,684	-	-	6,690,210	-		5,321,751	12,011,961
	Facilities Maintenance	2,650,000	-	-	-	-	-	-		2,650,000	2,650,000
	Rail Maintenance Projects	23,625,000	6,500,000	-	-	-	-	-		17,125,000	23,625,000
	Airport LRT	7,000,000	7,000,000	-	-	-	-	-		-	7,000,000
	Depot District	32,400,124	19,000,000	9,900,124	-	2,500,000	1,000,000	-		-	20,000,000
	Ogden/Weber BRT	52,580,513	1,630,513	42,500,000	-	2,200,000	-	6,250,000		-	1,630,513
	TIGER First/Last Mile Projects	13,170,900	-	5,200,903	-	-	-	7,889,380		80,617	80,617
	Northern Utah Cnty Dbl Track	9,000,000	9,000,000	-	-	-	-	-		-	9,000,000
	Midvalley BRT	3,000,000	-	-	-	1,800,000	-	1,200,000		-	-
	Davis-SLC Connector	300,000	300,000	-	-	-	-	-		-	300,000
	Other Capital Projects	59,428,984	4,828,967	15,959,261	-	2,714,417	11,300,000	9,193,960	-	15,432,379	31,561,346
	Total Overall Capital Budget	255,618,785	51,259,480	75,792,972	28,305,720	9,214,417	18,990,210	24,533,340	-	47,522,646	146,078,056

	Rail Systems Total	12,625,000	9,500,000	-	-	-	-	-	3,125,000	12,625,000
	Total Asset Management	68,963,938	11,750,000	7,303,399	23,492,167	-	7,181,775	-	19,236,597	61,660,539
	Capital Development Projects	2022 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
63	Airport Station Relocation	-							-	-
64	3300/3500 South MAX Exp/Optimization								-	-
65	Depot District	31,200,000	25,000,000	3,700,000		2,500,000			-	25,000,000
66	Ogden/Weber State University BRT	37,029,004	4,800,000	30,000,000		2,229,004			-	4,800,000
67	TIGER Program of Projects	1,655,000		1,050,000				605,000	-	-
68	Box Elder Right of Way Preservation	4,000,000							4,000,000	4,000,000
69	Weber Cnty CR ROW Preservation	3,000,000							3,000,000	3,000,000
70	Signal Pre-emption Projects w/UDOT	250,000						250,000	-	-
71	Queue Cutter Projects with UDOT	250,000						250,000	-	-
72	Point of Mountain AA/EIS	3,000,000		1,000,000		1,500,000			500,000	500,000
73	Office Equipment Reserve	100,000							100,000	100,000
74	Positive Train Control	801,808							801,808	801,808
75	Northern Utah County Double Track	-							-	-
76	Bus Stop Imp System-Wide ADA	1,000,000		800,000					200,000	200,000
77	Bus Stop Imp/signage - SL County	1,575,000					1,575,000		-	1,575,000
78	UTA ADA Bus Stop Imp Utah Cnty								-	-
79	Wayfinding Signage	1,250,000		200,000					1,050,000	1,050,000
80	Operator Restrooms System-Wide	750,000	150,000						600,000	750,000
81	Operator Restrooms - SL County								-	-
82	650 South Station	-							-	-
83	Davis-SLC Community Connector	7,500,000	4,000,000					3,500,000	-	4,000,000
84	Sharp-Tintic Rail Connection	6,479,832		5,724,593		601,499		40,551	113,189	113,189
85	North Temple EOL (SLC CMAQ grant)								-	-
86	U of U EOL								-	-
87	Fort Union EOL								-	-
88	5600 W/4500 S EOL								-	-
89	Meadowbrook Expansion								-	-
90	FR Business Plan								-	-
91	Layton FrontRunner Parking Garage	-							-	-
92	FR Snow Melt System Replacement	5,000,000							5,000,000	5,000,000
93	MSP220-5310								-	-
94	MSP221-5310								-	-
95	MSP222-5310								-	-
96	FY19/20 - 5310 Funds - SL/WV	479,576		322,986				156,590	-	-
97	FY19/20 - 5310 Funds - O/L	269,175		185,276				83,899	-	-
98	FY19/20 - 5310 Funds - P/O	181,180		122,063				59,117	-	-
99	FY21/22 - 5310 Funds - SL/WV	1,357,581		1,357,581					-	-
100	FY21/22 - 5310 Funds - O/L	778,753		778,753					-	-
101	FY21/22 - 5310 Funds - P/O	513,055		513,055					-	-
102	FY23/24 - 5310 Funds - SL/WV								-	-
103	FY23/24 - 5310 Funds - O/L								-	-
104	FY23/24 - 5310 Funds - P/O								-	-
105	5310 Admin Funds	294,522		294,522					-	-
106	Capital Planning/Env Analysis	500,000							500,000	500,000
107	Mid-Valley Connector	18,200,000				12,000,000		6,200,000	-	-
108	FrontRunner Double Tracking	25,000,000		15,000,000		10,000,000			-	-
109	Green Line Reconfiguration								-	-
110	Central Corridor Transit	1,500,000		1,398,450					101,550	101,550
111	Warm Springs upgrades/exp								-	-
112	Gap filler on FR stations								-	-
113	Historic Utah Southern Rail Trail								-	-
114	Mt Ogden Admin Bldg expansion								-	-
115	Tooele Bus Facility	-							-	-
116	Clearfield FR Station Trail								-	-
117	Operator Shack at Univ Med EOL								-	-
118	Provo-Orem BRT								-	-
119	Sandy Parking Structure								-	-
120	MOW Building - OK								-	-
121	New FLHQ Space Planning								-	-
122	Light Rail Seat Replacement								-	-
123	5310 Ogden/Layton Funds								-	-
124	Passenger Info Improvements								-	-
125	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	155,914,486	33,950,000	62,447,279	-	28,830,503	1,575,000	11,145,157	17,966,547	53,491,547
	Total Overall Capital Budget	230,138,424	45,700,000	69,750,678	23,492,167	28,830,503	8,756,775	11,145,157	42,463,144	120,412,086
	Summary by Category	2022 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology	4,324,000	-	-	-	-	-	-	4,324,000	4,324,000
	Safety & Security	936,000	-	-	-	-	-	-	936,000	936,000
	Revenue Service Vehicles & white fleet	32,957,163	2,250,000	6,539,620	23,492,167	-	-	-	675,376	26,417,543
	Vehicles - Rehab/Repair	15,031,775	-	763,779	-	-	7,181,775	-	7,086,221	14,267,996
	Facilities Maintenance	3,600,000	-	-	-	-	-	-	3,600,000	3,600,000
	Rail Maintenance Projects	17,375,000	9,500,000	-	-	-	-	-	7,875,000	17,375,000
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	31,200,000	25,000,000	3,700,000	-	2,500,000	-	-	-	25,000,000
	Ogden/Weber BRT	37,029,004	4,800,000	30,000,000	-	2,229,004	-	-	-	4,800,000
	TIGER First/Last Mile Projects	1,655,000	-	1,050,000	-	-	-	605,000	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	18,200,000	-	-	-	12,000,000	-	6,200,000	-	-
	Davis-SLC Connector	7,500,000	4,000,000	-	-	-	-	3,500,000	-	4,000,000
	Other Capital Projects	60,330,482	150,000	27,697,279	-	12,101,499	1,575,000	840,157	17,966,547	19,691,547
	Total Overall Capital Budget	230,138,424	45,700,000	69,750,678	23,492,167	28,830,503	8,756,775	11,145,157	42,463,144	120,412,086

62	Red Light Signal Enforcement									
	Rail Systems Total	14,475,000	11,000,000	-	-	-	-	-	3,475,000	14,475,000
	Total Asset Management	91,099,068	14,000,000	12,389,620	43,510,173	-	7,699,275	-	13,500,000	78,709,448
	Capital Development Projects	2023 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
63	Airport Station Relocation	-							-	-
64	3300/3500 South MAX Exp/Optimization								-	-
65	Depot District	2,500,000				2,500,000			-	-
66	Ogden/Weber State University BRT	5,202,996	729,546	4,473,450					-	729,546
67	TIGER Program of Projects	-							-	-
68	Box Elder Right of Way Preservation	2,000,000							2,000,000	2,000,000
69	Weber Cnty CR ROW Preservation	-							-	-
70	Signal Pre-emption Projects w/UDOT	-							-	-
71	Queue Cutter Projects with UDOT	-							-	-
72	Point of Mountain AA/EIS	3,000,000				2,500,000			500,000	500,000
73	Office Equipment Reserve	100,000							100,000	100,000
74	Positive Train Control	-							-	-
75	Northern Utah County Double Track	-							-	-
76	Bus Stop Imp System-Wide ADA	1,000,000		800,000					200,000	200,000
77	Bus Stop Imp/signage - SL County	1,653,750					1,653,750		-	1,653,750
78	UTA ADA Bus Stop Imp Utah Cnty								-	-
79	Wayfinding Signage	1,350,000		200,000					1,150,000	1,150,000
80	Operator Restrooms System-Wide	750,000	150,000	600,000					-	150,000
81	Operator Restrooms - SL County	-							-	-
82	650 South Station								-	-
83	Davis-SLC Community Connector	-		-				-	-	-
84	Sharp-Tintic Rail Connection	798,093		705,073		74,084		4,994	13,942	13,942
85	North Temple EOL (SLC CMAQ grant)	-							-	-
86	U of U EOL								-	-
87	Fort Union EOL								-	-
88	5600 W/4500 S EOL								-	-
89	Meadowbrook Expansion								-	-
90	FR Business Plan								-	-
91	Layton FrontRunner Parking Garage	4,700,000		2,000,000				2,700,000	-	-
92	FR Snow Melt System Replacement	4,000,000							4,000,000	4,000,000
93	MSP220-5310								-	-
94	MSP221-5310								-	-
95	MSP222-5310								-	-
96	FY19/20 - 5310 Funds - SL/WV								-	-
97	FY19/20 - 5310 Funds - O/L								-	-
98	FY19/20 - 5310 Funds - P/O								-	-
99	FY21/22 - 5310 Funds - SL/WV								-	-
100	FY21/22 - 5310 Funds - O/L								-	-
101	FY21/22 - 5310 Funds - P/O								-	-
102	FY23/24 - 5310 Funds - SL/WV								-	-
103	FY23/24 - 5310 Funds - O/L								-	-
104	FY23/24 - 5310 Funds - P/O								-	-
105	5310 Admin Funds	306,420		306,420					-	-
106	Capital Planning/Env Analysis	500,000							500,000	500,000
107	Mid-Valley Connector	48,000,000		39,000,000		9,000,000			-	-
108	FrontRunner Double Tracking	12,500,000		5,000,000		7,500,000			-	-
109	Green Line Reconfiguration								-	-
110	Central Corridor Transit								-	-
111	Warm Springs upgrades/exp								-	-
112	Gap filler on FR stations								-	-
113	Historic Utah Southern Rail Trail								-	-
114	Mt Ogden Admin Bldg expansion								-	-
115	Tooele Bus Facility								-	-
116	Clearfield FR Station Trail								-	-
117	Operator Shack at Univ Med EOL								-	-
118	Provo-Orem BRT								-	-
119	Sandy Parking Structure								-	-
120	MOW Building - OK								-	-
121	New FLHQ Space Planning								-	-
122	Light Rail Seat Replacement								-	-
123	5310 Ogden/Layton Funds								-	-
124	Passenger Info Improvements								-	-
125	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	90,361,259	879,546	53,084,943	-	21,574,084	1,653,750	2,704,994	10,463,942	12,997,238
	Total Overall Capital Budget	187,990,327	14,879,546	65,474,563	45,510,173	21,574,084	9,353,025	2,704,994	28,493,942	98,236,686
	Summary by Category	2023 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology	5,774,000	-	-	2,000,000	-	-	-	3,774,000	5,774,000
	Safety & Security	756,000	-	-	-	-	-	-	756,000	756,000
	Revenue Service Vehicles & white fleet	56,299,793	3,000,000	9,039,620	43,510,173	-	-	-	750,000	47,260,173
	Vehicles - Rehab/Repair	13,899,275	-	3,350,000	-	-	7,699,275	-	2,850,000	10,549,275
	Facilities Maintenance	2,350,000	-	-	-	-	-	-	2,350,000	2,350,000
	Rail Maintenance Projects	18,550,000	11,000,000	-	-	-	-	-	7,550,000	18,550,000
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	2,500,000	-	-	-	2,500,000	-	-	-	-
	Ogden/Weber BRT	5,202,996	729,546	4,473,450	-	-	-	-	-	729,546
	TIGER First/Last Mile Projects	-	-	-	-	-	-	-	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	48,000,000	-	39,000,000	-	9,000,000	-	-	-	-
	Davis-SLC Connector	-	-	-	-	-	-	-	-	-
	Other Capital Projects	34,658,263	150,000	9,611,493	-	10,074,084	1,653,750	2,704,994	10,463,942	12,267,692
	Total Overall Capital Budget	187,990,327	14,879,546	65,474,563	45,510,173	21,574,084	9,353,025	2,704,994	28,493,942	98,236,686

62	Red Light Signal Enforcement								-	-
	Rail Systems Total	13,662,500	11,000,000	-	-	-	-	-	2,662,500	13,662,500
	Total Asset Management	89,896,482	12,500,000	2,400,000	54,798,832	-	8,103,375	-	12,094,275	87,496,482
	Capital Development Projects	2024 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
63	Airport Station Relocation	-							-	-
64	3300/3500 South MAX Exp/Optimization	-							-	-
65	Depot District	-							-	-
66	Ogden/Weber State University BRT	-							-	-
67	TIGER Program of Projects	-							-	-
68	Box Elder Right of Way Preservation	2,000,000							2,000,000	2,000,000
69	Weber Cnty CR ROW Preservation	-							-	-
70	Signal Pre-emption Projects w/UDOT	-							-	-
71	Queue Cutter Projects with UDOT	-							-	-
72	Point of Mountain AA/EIS	-							-	-
73	Office Equipment Reserve	100,000							100,000	100,000
74	Positive Train Control	-							-	-
75	Northern Utah County Double Track	-							-	-
76	Bus Stop Imp System-Wide ADA	1,000,000		800,000					200,000	200,000
77	Bus Stop Imp/signage - SL County	1,736,438					1,736,438		-	1,736,438
78	UTA ADA Bus Stop Imp Utah Cnty	364,261		339,600					24,661	24,661
79	Wayfinding Signage	1,500,000		200,000					1,300,000	1,300,000
80	Operator Restrooms System-Wide	750,000	150,000	600,000					-	150,000
81	Operator Restrooms - SL County	-							-	-
82	650 South Station	-							-	-
83	Davis-SLC Community Connector	100,000,000	10,000,000	70,000,000				20,000,000	-	10,000,000
84	Sharp-Tintic Rail Connection	-							-	-
85	North Temple EOL (SLC CMAQ grant)	-							-	-
86	U of U EOL								-	-
87	Fort Union EOL								-	-
88	5600 W/4500 S EOL								-	-
89	Meadowbrook Expansion								-	-
90	FR Business Plan								-	-
91	Layton FrontRunner Parking Garage	-							-	-
92	FR Snow Melt System Replacement								-	-
93	MSP220-5310								-	-
94	MSP221-5310								-	-
95	MSP222-5310								-	-
96	FY19/20 - 5310 Funds - SL/WV								-	-
97	FY19/20 - 5310 Funds - O/L								-	-
98	FY19/20 - 5310 Funds - P/O								-	-
99	FY21/22 - 5310 Funds - SL/WV								-	-
100	FY21/22 - 5310 Funds - O/L								-	-
101	FY21/22 - 5310 Funds - P/O								-	-
102	FY23/24 - 5310 Funds - SL/WV	1,412,427		1,412,427					-	-
103	FY23/24 - 5310 Funds - O/L	810,215		810,215					-	-
104	FY23/24 - 5310 Funds - P/O	533,782		533,782					-	-
105	5310 Admin Funds								-	-
106	Capital Planning/Env Analysis	500,000							500,000	500,000
107	Mid-Valley Connector	10,000,000		10,000,000					-	-
108	FrontRunner Double Tracking								-	-
109	Green Line Reconfiguration								-	-
110	Central Corridor Transit								-	-
111	Warm Springs upgrades/exp	8,923,000	8,923,000						-	8,923,000
112	Gap filler on FR stations								-	-
113	Historic Utah Southern Rail Trail	300,000		279,690				20,310	-	-
114	Mt Ogden Admin Bldg expansion								-	-
115	Tooele Bus Facility								-	-
116	Clearfield FR Station Trail								-	-
117	Operator Shack at Univ Med EOL								-	-
118	Provo-Orem BRT								-	-
119	Sandy Parking Structure								-	-
120	MOW Building - OK								-	-
121	New FLHQ Space Planning								-	-
122	Light Rail Seat Replacement								-	-
123	5310 Ogden/Layton Funds								-	-
124	Passenger Info Improvements								-	-
125	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	131,930,123	19,073,000	84,975,714	-	-	1,736,438	20,020,310	6,124,661	26,934,099
	Total Overall Capital Budget	233,575,605	31,573,000	87,375,714	62,798,832	-	9,839,813	20,020,310	21,967,936	126,179,581
	Summary by Category	2024 Proposed Budget	Bonds	Grants	Lease	State Funding	SL Cnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology	10,993,000	-	-	8,000,000	-	-	-	2,993,000	10,993,000
	Safety & Security	756,000	-	-	-	-	-	-	756,000	756,000
	Revenue Service Vehicles & white fleet	56,648,832	1,500,000	-	54,798,832	-	-	-	350,000	56,648,832
	Vehicles - Rehab/Repair	13,685,150	-	2,400,000	-	-	8,103,375	-	3,181,775	11,285,150
	Facilities Maintenance	2,600,000	-	-	-	-	-	-	2,600,000	2,600,000
	Rail Maintenance Projects	16,962,500	11,000,000	-	-	-	-	-	5,962,500	16,962,500
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	-	-	-	-	-	-	-	-	-
	Ogden/Weber BRT	-	-	-	-	-	-	-	-	-
	TIGER First/Last Mile Projects	-	-	-	-	-	-	-	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	10,000,000	-	10,000,000	-	-	-	-	-	-
	Davis-SLC Connector	100,000,000	10,000,000	70,000,000	-	-	-	20,000,000	-	10,000,000
	Other Capital Projects	21,930,123	9,073,000	4,975,714	-	-	1,736,438	20,310	6,124,661	16,934,099
	Total Overall Capital Budget	233,575,605	31,573,000	87,375,714	62,798,832	-	9,839,813	20,020,310	21,967,936	126,179,581

	Rail Systems Total	10,962,500	500,000	-	-	-	-	-	10,462,500	10,962,500
	Total Asset Management	93,744,275	8,000,000	2,400,000	48,200,000	-	8,103,375	-	27,040,900	91,344,275
	Capital Development Projects	2025 Proposed Budget	Bonds	Grants	Lease	State Funding	SLCnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
63	Airport Station Relocation								-	-
64	3300/3500 South MAX Exp/Optimization	-							-	-
65	Depot District	-							-	-
66	Ogden/Weber State University BRT	-							-	-
67	TIGER Program of Projects	-							-	-
68	Box Elder Right of Way Preservation	-							-	-
69	Weber Cnty CR ROW Preservation	-							-	-
70	Signal Pre-emption Projects w/UDOT	-							-	-
71	Queue Cutter Projects with UDOT	-							-	-
72	Point of Mountain AA/EIS	-							-	-
73	Office Equipment Reserve	100,000.00							100,000	100,000.00
74	Positive Train Control	-							-	-
75	Northern Utah County Double Track	-							-	-
76	Bus Stop Imp System-Wide ADA	-							-	-
77	Bus Stop Imp/signage - SL County	1736439					1,736,439		0	1736439
78	UTA ADA Bus Stop Imp Utah Cnty	-							-	0
79	Wayfinding Signage	-							0	0
80	Operator Restrooms System-Wide	-							0	0
81	Operator Restrooms - SL County	-							0	0
82	650 South Station	-							0	0
83	Davis-SLC Community Connector	-							0	0
84	Sharp-Tintic Rail Connection	-							0	0
85	North Temple EOL (SLC CMAQ grant)	3,936,600		2,270,092				1,666,508	-	-
86	U of U EOL	-							0	0
87	Fort Union EOL	-							0	0
88	5600 W/4500 S EOL	-							0	0
89	Meadowbrook Expansion	-							0	0
90	FR Business Plan	-							0	0
91	Layton FrontRunner Parking Garage	0							0	0
92	FR Snow Melt System Replacement	0							0	0
93	MSP220-5310	-							-	-
94	MSP221-5310	-							-	-
95	MSP222-5310	-							-	-
96	FY19/20 - 5310 Funds - SLWV	-							-	-
97	FY19/20 - 5310 Funds - O/L	-							-	-
98	FY19/20 - 5310 Funds - P/O	-							-	-
99	FY21/22 - 5310 Funds - SLWV	-							-	-
100	FY21/22 - 5310 Funds - O/L	-							-	-
101	FY21/22 - 5310 Funds - P/O	-							-	-
102	FY23/24 - 5310 Funds - SLWV	-							-	-
103	FY23/24 - 5310 Funds - O/L	-							-	-
104	FY23/24 - 5310 Funds - P/O	-							-	-
105	5310 Admin Funds	-							-	-
106	Capital Planning/Env Analysis	500,000							500,000	500,000
107	Mid-Valley Connector	-							-	0
108	FrontRunner Double Tracking	-							-	0
109	Green Line Reconfiguration	-							-	0
110	Central Corridor Transit	-							-	0
111	Warm Springs upgrades/exp	-							-	0
112	Gap filler on FR stations	-							-	0
113	Historic Utah Southern Rail Trail	-							-	0
114	Mt Ogden Admin Bldg expansion	-							-	0
115	Tooele Bus Facility	-							-	0
116	Clearfield FR Station Trail	-							-	0
117	Operator Shack at Univ Med EOL	-							-	0
118	Provo-Orem BRT	-							-	0
119	Sandy Parking Structure	-							-	0
120	MOW Building - OK	-							-	0
121	New FLHQ Space Planning	-							-	0
122	Light Rail Seat Replacement	-							-	0
123	5310 Ogden/Layton Funds	-							-	0
124	Passenger Info Improvements	-							-	0
125	Capital Contingency	2,000,000							2,000,000	2,000,000
	Total Capital Development Projects	8,273,039	-	2,270,092	-	-	1,736,439	1,666,508	2,600,000	4,336,439
	Total Overall Capital Budget	105,432,314	8,000,000	4,670,092	48,700,000	-	9,839,814	1,666,508	32,555,900	99,095,714
	Summary by Category	2025 Proposed Budget	Bonds	Grants	Lease	State Funding	SLCnty 4th Qtr	Local Partners	UTA Other	Total UTA Funds
	Information Technology	2,715,000	-	-	500,000	-	-	-	2,215,000	2,715,000
	Safety & Security	700,000	-	-	-	-	-	-	700,000	700,000
	Revenue Service Vehicles & white fleet	56,200,000	7,500,000	-	48,200,000	-	-	-	500,000	56,200,000
	Vehicles - Rehab/Repair	15,581,775	-	2,400,000	-	-	8,103,375	-	5,078,400	13,181,775
	Facilities Maintenance	4,350,000	-	-	-	-	-	-	4,350,000	4,350,000
	Rail Maintenance Projects	17,612,500	500,000	-	-	-	-	-	17,112,500	17,612,500
	Airport LRT	-	-	-	-	-	-	-	-	-
	Depot District	-	-	-	-	-	-	-	-	-
	Ogden/Weber BRT	-	-	-	-	-	-	-	-	-
	TIGER First/Last Mile Projects	-	-	-	-	-	-	-	-	-
	Northern Utah Cnty Dbl Track	-	-	-	-	-	-	-	-	-
	Midvalley BRT	-	-	-	-	-	-	-	-	-
	Davis-SLC Connector	-	-	-	-	-	-	-	-	-
	Other Capital Projects	8,273,039	-	2,270,092	-	-	1,736,439	1,666,508	2,600,000	4,336,439
	Total Overall Capital Budget	105,432,314	8,000,000	4,670,092	48,700,000	-	9,839,814	1,666,508	32,555,900	99,095,714

	Rail Systems Total	65,200,000	38,500,000	-	-	-	-	-	26,700,000	65,200,000
	Total Asset Management	405,336,027	55,750,000	25,279,703	188,006,892	-	37,778,010	-	98,521,422	380,056,324
	Capital Development Projects	5-Year Proposed Budget	Total 5-yr Bond	Total 5-yr Grant	Total 5-yr Lease	Total 5-yr State	Total 5-yr SLCnty	Total 5-yr Local	Total 5-yr UTA Other	Total 5-yr UTA Funds
63	Airport Station Relocation	7,000,000	7,000,000	-	-	-	-	-	-	7,000,000
64	3300/3500 South MAX Exp/Optimization	-	-	-	-	-	-	-	-	-
65	Depot District	66,100,124	44,000,000	13,600,124	-	7,500,000	1,000,000	-	-	45,000,000
66	Ogden/Weber State University BRT	94,812,513	7,160,059	76,973,450	-	4,429,004	-	6,250,000	-	7,160,059
67	TIGER Program of Projects	14,825,900	-	6,250,903	-	-	-	8,494,380	80,617	80,617
68	Box Elder Right of Way Preservation	9,000,000	-	-	-	-	-	-	9,000,000	9,000,000
69	Weber Cnty CR ROW Preservation	4,000,000	-	-	-	-	-	1,000,000	3,000,000	3,000,000
70	Signal Pre-emption Projects w/UDOT	500,000	-	-	-	-	-	500,000	-	-
71	Queue Cutter Projects with UDOT	500,000	-	-	-	-	-	500,000	-	-
72	Point of Mountain AA/EIS	8,500,000	-	3,000,000	-	4,000,000	-	-	1,500,000	1,500,000
73	Office Equipment Reserve	500,000	-	-	-	-	-	-	500,000	500,000
74	Positive Train Control	3,301,808	-	-	-	-	-	-	3,301,808	3,301,808
75	Northern Utah County Double Track	9,000,000	9,000,000	-	-	-	-	-	-	9,000,000
76	Bus Stop Imp System-Wide ADA	4,000,000	-	3,200,000	-	-	-	-	800,000	800,000
77	Bus Stop Imp/signage - SL County	9,201,627	-	-	-	-	9,201,627	-	0	9,201,627
78	UTA ADA Bus Stop Imp Utah Cnty	364,261	-	339,600	-	-	-	-	24,661	24,661
79	Wayfinding Signage	4,750,000	-	600,000	-	-	-	-	4,150,000	4,150,000
80	Operator Restrooms System-Wide	2,650,000	530,000	1,520,000	-	-	-	-	600,000	1,130,000
81	Operator Restrooms - SL County	200,000	-	-	-	-	200,000	-	-	200,000
82	650 South Station	2,000,000	-	-	-	-	-	2,000,000	-	-
83	Davis-SLC Community Connector	107,800,000	14,300,000	70,000,000	-	-	-	23,500,000	-	14,300,000
84	Sharp-Tintic Rail Connection	9,587,792	-	8,470,313	-	890,000	-	60,000	167,480	167,480
85	North Temple EOL (SLC CMAQ grant)	3,936,600	-	2,270,092	-	-	-	1,666,508	-	-
86	U of U EOL	-	-	-	-	-	-	-	-	-
87	Fort Union EOL	3,000,000	-	-	-	-	3,000,000	-	-	3,000,000
88	5600 W/4500 S EOL	3,000,000	-	-	-	-	3,000,000	-	-	3,000,000
89	Meadowbrook Expansion	2,600,000	-	-	-	-	2,600,000	-	-	2,600,000
90	FR Business Plan	-	-	-	-	-	-	-	-	-
91	Layton FrontRunner Parking Garage	4,700,000	-	2,000,000	-	-	-	2,700,000	-	-
92	FR Snow Melt System Replacement	9,050,000	-	-	-	-	-	-	9,050,000	9,050,000
93	MSP220-5310	250,000	-	190,000	-	-	-	50,000	10,000	10,000
94	MSP221-5310	100,000	-	75,000	-	-	-	20,000	5,000	5,000
95	MSP222-5310	140,000	-	104,000	-	-	-	28,000	8,000	8,000
96	FY19/20 - 5310 Funds - SLWV	3,836,610	-	2,583,890	-	-	-	1,252,720	-	-
97	FY19/20 - 5310 Funds - O/L	2,153,402	-	1,482,205	-	-	-	671,197	-	-
98	FY19/20 - 5310 Funds - P/O	1,449,442	-	976,501	-	-	-	472,941	-	-
99	FY21/22 - 5310 Funds - SLWV	1,357,581	-	1,357,581	-	-	-	-	-	-
100	FY21/22 - 5310 Funds - O/L	778,753	-	778,753	-	-	-	-	-	-
101	FY21/22 - 5310 Funds - P/O	513,055	-	513,055	-	-	-	-	-	-
102	FY23/24 - 5310 Funds - SLWV	1,412,427	-	1,412,427	-	-	-	-	-	-
103	FY23/24 - 5310 Funds - O/L	810,215	-	810,215	-	-	-	-	-	-
104	FY23/24 - 5310 Funds - P/O	533,782	-	533,782	-	-	-	-	-	-
105	5310 Admin Funds	881,084	-	881,084	-	-	-	-	-	-
106	Capital Planning/Env Analysis	2,500,000	-	-	-	-	-	-	2,500,000	2,500,000
107	Mid-Valley Connector	79,200,000	-	49,000,000	-	22,800,000	-	7,400,000	-	-
108	FrontRunner Double Tracking	40,000,000	-	20,000,000	-	20,000,000	-	-	-	-
109	Green Line Reconfiguration	1,200,000	-	-	-	-	-	1,000,000	200,000	200,000
110	Central Corridor Transit	3,000,000	-	2,796,900	-	-	-	-	203,100	203,100
111	Warm Springs upgrades/exp	10,661,000	10,661,000	-	-	-	-	-	-	10,661,000
112	Gap filler on FR stations	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000
113	Historic Utah Southern Rail Trail	300,000	-	279,690	-	-	-	20,310	-	-
114	Mt Ogden Admin Bldg expansion	235,000	-	-	-	-	-	-	235,000	235,000
115	Tooele Bus Facility	967,751	-	967,751	-	-	-	-	-	-
116	Clearfield FR Station Trail	1,739,817	-	1,650,000	-	-	-	-	89,817	89,817
117	Operator Shack at Univ Med EOL	175,000	-	-	-	-	-	-	175,000	175,000
118	Provo-Orem BRT	3,010,967	3,010,967	-	-	-	-	-	-	3,010,967
119	Sandy Parking Structure	4,204,174	-	300,000	-	-	-	2,484,253	1,419,921	1,419,921
120	MOW Building - OK	350,000	-	-	-	-	-	-	350,000	350,000
121	New FLHQ Space Planning	45,000	-	-	-	-	-	-	45,000	45,000
122	Light Rail Seat Replacement	4,154,000	-	-	-	-	-	-	4,154,000	4,154,000
123	5310 Ogden/Layton Funds	60,000	-	-	-	-	-	-	-	-
124	Passenger Info Improvements	1,459,743	-	1,361,000	-	-	-	-	98,743	98,743
125	Capital Contingency	10,000,000	-	-	-	-	-	-	10,000,000	10,000,000
	Total Capital Development Projects	563,359,428	95,662,026	276,278,316	-	59,619,004	19,001,627	60,070,309	52,668,147	167,331,800
	Total Overall Capital Budget	1,012,755,455	151,412,026	303,004,019	208,806,892	59,619,004	56,779,637	60,070,309	173,003,569	590,002,124
	Summary by Category	5-Year Proposed Budget	Total 5-yr Bond	Total 5-yr Grant	Total 5-yr Lease	Total 5-yr State	Total 5-yr SLCnty	Total 5-yr Local	Total 5-yr UTA Other	Total 5-yr UTA Funds
	Information Technology	39,866,000	-	1,172,000	20,800,000	-	-	-	17,894,000	38,694,000
	Safety & Security	4,194,000	-	274,000	-	-	-	-	3,920,000	3,920,000
	Revenue Service Vehicles & white fleet	224,664,407	17,250,000	15,579,240	188,006,892	-	-	-	3,828,275	209,085,167
	Vehicles - Rehab/Repair	70,996,620	-	9,700,463	-	-	37,778,010	-	23,518,147	61,296,157
	Facilities Maintenance	15,550,000	-	-	-	-	-	-	15,550,000	15,550,000
	Rail Maintenance Projects	94,125,000	38,500,000	-	-	-	-	-	55,625,000	94,125,000
	Airport LRT	7,000,000	7,000,000	-	-	-	-	-	-	7,000,000
	Depot District	66,100,124	44,000,000	13,600,124	-	7,500,000	1,000,000	-	-	45,000,000
	Ogden/Weber BRT	94,812,513	7,160,059	76,973,450	-	4,429,004	-	6,250,000	-	7,160,059
	TIGER First/Last Mile Projects	14,825,900	-	6,250,903	-	-	-	8,494,380	80,617	80,617
	Northern Utah Cnty Dbl Track	9,000,000	9,000,000	-	-	-	-	-	-	9,000,000
	Midvalley BRT	79,200,000	-	49,000,000	-	22,800,000	-	7,400,000	-	-
	Davis-SLC Connector	107,800,000	14,300,000	70,000,000	-	-	-	23,500,000	-	14,300,000
	Other Capital Projects	184,620,891	14,201,967	60,453,839	-	24,890,000	18,001,627	14,425,929	52,587,530	84,791,124
	Total Overall Capital Budget	1,012,755,455	151,412,026	303,004,019	208,806,892	59,619,004	56,779,637	60,070,309	173,003,569	590,002,124



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications & Marketing Officer
PRESENTER(S): Megan Waters, Community Engagement Manager

BOARD MEETING DATE: December 2, 2020

SUBJECT:	R2020-12-03 Resolution Approving the Amended Charter for the Community Advisory Committee
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-12-03 Approving the Amended Charter for the Community Advisory Committee (previously Citizen's Advisory Board)
BACKGROUND:	The Citizen Advisory “Board” was formed as a result of SB174 in 2017. Since that time, the Citizen Advisory Board is no longer statutorily required, however UTA maintains the value of this committee and will continue to support its existence. Several updates have been made to the charter to align with the Committee on Accessible Transportation (CAT) and to better reflect how the committee has evolved over the past years.
DISCUSSION:	The Citizen Advisory Board will be reclassified to a “Committee” and be renamed to Community Advisory Committee (CAC). In addition to this change, the updates to the charter include revised language around the process for nominations and selection of committee members. Additionally, the Community Engagement Department will serve as the staff liaison to the CAC. The charter has also been updated to better outline member expectations regarding attendance and participation in quarterly meetings; expectations of officer positions; and revised procedural guidelines have been included. The proposed updates to the Charter have been discussed at multiple CAC meetings and reviewed with CAC members who support the Charter being presented to the Board for final approval.
ALTERNATIVES:	The Board can make modifications to the proposed committee charter
FISCAL IMPACT:	Funds to support these efforts are within the Community Engagement Department budget.
ATTACHMENTS:	1. Resolution R2020-12-03 including the Community Advisory Committee Charter

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE AMENDED CHARTER FOR THE COMMUNITY
ADVISORY COMMITTEE**

R2020-12-03

December 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; and

WHEREAS, the Bylaws of the Authority authorize the Board of Trustees ("Board") to create Board Committees; and

WHEREAS, the Board of Trustees of the Authority created the Citizens Advisory Board in 2017 ("Committee"); and

WHEREAS, the Board of Trustees desires to change the name of the Committee to the Community Advisory Committee ("CAC Committee") and amend its charter; and

WHEREAS, the purpose of the CAC Committee is to offer recommendations and assistance to UTA on public transit related initiatives throughout the Authority's service area; and

WHEREAS, the Board of Trustees of the Authority desires to adopt an amended Charter for the CAC Committee, attached as Exhibit A.

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

1. That the Board of Trustees hereby renames the Citizens Advisory Board to the Community Advisory Committee.
2. That the Board of Trustees hereby approves the amended Charter for the Community Advisory Committee, attached as Exhibit A.
3. That this Resolution and the Charter as approved shall remain in effect until amended or superseded by further resolution.

4. That this Resolution supersedes Resolution R2017-10-02.
5. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of December 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

COMMUNITY ADVISORY COMMITTEE CHARTER

CHARTER FOR THE
COMMUNITY ADVISORY COMMITTEE
UTAH TRANSIT AUTHORITY

Proposed to the UTA Board of Trustees for approval
December 2, 2020

I. Purpose

The Utah Transit Authority (“UTA”) has formed a Community Advisory Committee (“CAC”). The CAC is a standing, non-governing and non-decision making advisory committee which consists of up to 12 members. Members are individuals who represent the diversity of UTA’s transit district area and are regular users of UTA services. The advisory committee provides consumer advice and community perspective to inform UTA’s long-term strategic priorities and short-term customer experience decisions. The CAC will serve a key role in solicitation of public input and community engagement on public transit and related initiatives throughout the district area.

The CAC will be governed by this charter, as authorized and approved by the UTA Board of Trustees, and consistent with its role as an advisory committee to the Authority.

II. Membership

A. Member Composition.

1. UTA shall select up to twelve (12) members, with a minimum of nine (9) members, to serve on the CAC with membership representing the diversity of the public transit district area. The following criteria will be considered to ensure a diverse membership:
 - a. Geographic Area
 - b. Household Income
 - c. Gender
 - d. Age
 - e. Riders who both do and do not have access to alternative modes of transportation
 - f. Mode of Transit
 - g. Frequency of Use
 - h. Race and Ethnicity
2. UTA’s staff will monitor membership and ensure inclusion and representativeness to best serve the community and riding public.

B. Member Nomination.

1. The UTA staff will maintain a list of agencies from which potential members will be solicited as needed. This list will be updated and modified as needed.
2. When a CAC position becomes vacant, UTA staff will contact the nominating agencies and request nominees to serve on the CAC.
3. Nominees will be screened by UTA staff and current CAC members using eligibility and inclusion guidelines to ensure representativeness.

C. Membership Terms.

1. CAC members commit to serve one (1) two-year term.
2. CAC members may be appointed for a second consecutive two-year term subject to re-application, including mutual evaluation by the member and CAC committee members and a recommendation by the appointing agency.

3. Any resignations or vacancies will be filled using the nomination process as outlined in this charter.
4. Each CAC member is expected to participate in at least 75% of quarterly meetings annually and perform other assignments as directed by the CAC. Any members who do not attend at least 75% of the quarterly meetings annually will no longer be eligible for membership on the CAC and shall be replaced with another nominated candidate.
5. Terms of service will be staggered to the maximum extent possible.

III. Members' Authority, Duties, Responsibilities

- A. The CAC is a non-governing and non-decision making advisory committee organized to provide community insight and broad strategic input for UTA.
- B. The CAC shall bring forth community perspectives and priorities, as well as be presented with and discuss issues and opportunities. They will collaboratively identify possible implementation measures and provide recommendations, including but not limited to service, operations, and any concerns with the public transit district operations and functionality.
- C. The CAC will share feedback, community perspectives, advice and recommendations with the Staff Liaison.
- D. The Staff Liaison will relay the information received from the CAC to UTA management for discussion, consideration and possible implementation as may be appropriate.
- E. The CAC may also consider other issues or topics of common interest as needed, including topics provided by UTA management for which the agency is seeking consumer insight and advice.
- F. The Staff Liaison will report back to the CAC Committee the results of discussions, considerations and decisions by UTA management regarding any advice and recommendations received from the Committee.
- G. With the support of the Staff Liaison, the CAC members shall provide reports as necessary to the Board of Trustees regarding the committee at least once annually.
- H. CAC Committee may form subcommittees to gather and provide information on specific topics.

IV. CAC Officers

- A. The CAC officers include a Chair and a Vice Chair/Chair Elect.
- B. The CAC membership will nominate one (1) Chair and one (1) Vice Chair from among the twelve CAC members.
- C. The nominated candidates for Chair and Vice Chair will be voted on by the CAC membership. The candidates will be elected for each office by a plurality of votes by CAC members.
- D. The Chair will serve one (1) one-year term after which the Vice Chair/Chair Elect will take office as Chair for one (1) one-year term. A new Vice Chair/Chair Elect will then be nominated through the process described above.
- E. Should an officer not fulfill their duties, the Committee has the ability to recall the officer by two-thirds majority vote and select a replacement via the nomination process.

V. Officers' Duties

- A. Chair. The Chair shall:
 1. Coordinate development of agenda items with committee members for meetings of the CAC.
 2. Preside at and facilitate all meetings of the CAC.

3. Ensure that all feedback, information, advice and recommendations of the CAC are duly noted and/or transmitted to UTA management with the support of the UTA Staff Liaison.
4. Be the designated spokesperson on behalf of the CAC.
5. In partnership with the Vice Chair and UTA Staff Liaison, ensure equal voice and representation of all committee members in proceedings.
6. Perform other duties as directed by the CAC membership with concurrence of UTA management.

B. Vice Chair. The Vice Chair/Chair Elect shall:

1. Provide input and background on the development of agendas for meetings of the CAC.
2. Preside at and facilitate meetings of the CAC when the Chair is unavailable.
3. Support the Chair in ensuring that all feedback, information, advice, and recommendations of the CAC are duly noted and/or transmitted to the UTA management with the support of the UTA Staff Liaison.
4. In partnership with the Chair and UTA Staff Liaison, ensure equal voice and representation of all committee members in proceedings.
5. Perform other duties as directed by the CAC membership with concurrence of UTA management.

VI. UTA Staff Liaison

- A. A UTA staff representative (“Staff Liaison”) will work directly with the CAC.
- B. The Staff Liaison shall attend CAC meetings and consult with the CAC.
- C. The Staff Liaison may engage other UTA staff or delegate assignments as necessary, but the Staff Liaison is the primary point of contact for UTA and will maintain all responsibility for management, direction and oversight of the CAC.
- D. The Staff Liaison will be responsible for all correspondence with CAC members including but not limited to working with the committee to prepare meeting agendas, recording and sharing meeting minutes, arranging for meeting space as necessary.
- E. The Staff Liaison will be responsible to provide timely reports and feedback to the CAC on all subjects, tasks and projects with which the CAC has been asked to engage.
- F. The UTA Executive Director or their designee will meet with the CAC at least one (1) time annually to share an update on the state of UTA with the committee.

VII. Board of Trustees Liaison

- A. The UTA Staff Liaison will invite members of the UTA Board of Trustees to attend all full CAC meetings. The specific Board member who will attend meetings will be determined based on Board member schedules and will be coordinated by the Director of Board Governance, or his or her designee. Board members who attend CAC meetings are encouraged to share information regarding Board activities or decisions which may be of interest to members of the CAC.

VIII. Meetings

- A. Open Meetings. While the CAC is not a Public Body covered by the Utah Open and Public Meetings Act, (UCA 54-4-2016), all CAC meetings will be held as open and public meetings as described in Section IX(B) below.
- B. Electronic Attendance at Meetings.
 1. At the election of the Chair and Vice Chair, CAC meetings may be held electronically via digital means which allow for both video and audio participation by all participants. Under normal circumstances, an anchor

location with at least one CAC member on site is required. Votes during electronic meetings shall be by roll call voice vote.

2. Pursuant to UCA 52-4-207(4) (Utah Open Meetings Act) an anchor location is not required if the CAC Chair accomplishes the following:
 - a. Makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;
 - b. States in the written determination described above the facts upon which the determination is based;
 - c. Includes in the public notice for the meeting, and reads at the beginning of the meeting, the information described in (a) and (b) above; and
 - d. Includes in the public notice information on how a member of the public may view or make a comment at the meeting.
- C. Location. When held in-person, CAC meetings will be held at the UTA Offices located at 669 West 200 South in Salt Lake City.
- D. Schedule.
 1. The CAC shall meet at least once per quarter in open, public meetings. The schedule shall include regular meetings.
 2. Additional meetings may be scheduled upon the approval of the majority of CAC members present.
 3. If a CAC member agrees to do so, the member may attend additional UTA meetings at the request of the Staff Liaison to work with UTA staff to provide input on specific projects.
- E. Agendas.
 1. The UTA Staff Liaison will work with the CAC Chair and Vice-Chair to prepare and send a proposed agenda to members at least two weeks prior to the next scheduled meeting.
 2. Members may request additional items within the CAC's province to be placed on the agenda up to five working days before a scheduled meeting. Revised agendas will be provided at least 24 hours prior to the meeting.
- F. Rules of Order.
 1. Business of the CAC shall be transacted in accordance with *Roberts Rules of Order, Newly Revised* as modified in Appendix 1: Community Advisory Committee Processes.
- G. Quorum.
 1. A majority (51%) of all current CAC members must be present to constitute a quorum for a committee meeting to commence.
 2. No business of the CAC shall be transacted except at a meeting at which a quorum is present.
- H. Minutes.
 1. The Staff Liaison to the CAC, or designee, will prepare minutes of each meeting. A draft of the minutes will be sent to the CAC members in a timely manner following the meeting.
 2. Corrections to the minutes will be accepted at the next meeting by a motion.
- I. Format. Every effort will be made to have all documents, including agendas, minutes, and handouts provided in the appropriate and requested alternate format as requested

by any CAC member. The alternate format will be provided at least three days prior to a meeting.

Appendix 1

Community Advisory Committee Processes

Membership Composition

1. General priorities for inclusive representation have been outlined. Nominating agencies will be identified with diversity, equity, and inclusion principles in mind and asked to nominate individuals to participate in this committee who can represent diverse perspectives of Utah communities.

Membership Nomination

1. Nominating agencies will be identified with the inclusion goals in mind. The list of agencies will be re-visited and updated periodically.
2. The nominating agencies will receive a description of the committee and goals and will be asked to nominate an individual who will represent a sector of the riding community.

Membership Terms

1. If a member wishes to apply for a second two-year term, re-application will consist of that member writing to the Staff Liaison to express interest and participating in a mutual evaluation with the CAC membership regarding the member's interests, relevant experience, and commitment. (For example, if a member who joined as a student is no longer a student or no longer rides UTA, re-evaluation of the contributions of the member will be considered.) Additionally, a recommendation from the members' nominating agency will be requested.
2. Terms of service will be staggered to the maximum extent possible. Some natural staggering is expected to occur. The original CAC members will be offered an additional one-year term until 2021, in order to stagger current members exit after new members are on-boarded. New members will be the first cohort to implement the newly adopted 2-year term format.

Members' Authority, Duties, Responsibilities

1. The CAC will determine when a formal recommendation is appropriate.
2. Subcommittee formation is within the authority of the CAC Membership and processes will be developed as needed.

CAC Officers

1. Nominations for CAC officer positions will be taken via survey of members once per year. Selection of officer positions will be determined by secret ballot by a plurality of members.
2. In the event a Vice Chair cannot fulfill the duties of Chair, nominations will be taken to fill both officer positions.

Meetings - Rules of Order

1. **Purpose.**
To provide for an efficient and orderly committee meeting given the nature and function of the CAC.
 - a. **Specific Purpose:** to allow each member of the CAC to express their feedback, advice and other information regarding public opinion and perceptions which will be

Appendix 1

recorded in formal meeting minutes and provided to UTA Management. To facilitate the making of a recommendation from the CAC to UTA Management or the Board of Trustees.

- b. **Outside the Purpose:** to pass resolutions or make formal decisions.
- c. **Note:** The procedures outlined here serve as guidelines to the CAC Chair and Vice Chair; officers may use their discretion in the application of the rules of order. The intent is not to stifle discussion or contributions, but to ensure each member is able to participate fully and equitably.

2. Procedure.

- a. Chair, or in the absence of Chair, Vice Chair, calls the meeting to order.
- b. Roll call is taken by CAC staff support.
- c. Minutes from prior meeting are read aloud.
- d. Motion is made to approve the minutes.
- e. Minutes are approved.
- f. Public Comment is invited.
- g. Chair introduces agenda and requests that Committee members adhere to the agenda.
 - (i) Agenda item #1 is opened.
 - (ii) Comment and feedback is invited for Agenda item #1.
 - (iii) Agenda item #1 is closed when no Committee member wishes to provide additional comment or input and the Chair determines that all Committee members have been given sufficient opportunity to comment.
 - (iv) Each Agenda item is opened for comment and input, then closed by the Chair.
 - (v) Committee members are called upon by raise of hand. Each member who wishes to comment shall be given the opportunity before any member is called upon a second time.
 - (vi) At any time during the comment, feedback, and recommendation period, a member may make the following motions:

Motion	Second Required?	Vote Needed
Move to reconsider prior agenda item.	Yes	Majority
Move to postpone a matter until a subsequent meeting.	Yes	Majority
Move to the previous question (end discussion of a particular item).	Yes	Majority
Point of Order.	No	Chair
Move to recess.	Yes	Majority
Move to adjourn.	Yes	3 Plus Second
Point of Information.	No	
Objection to consideration of a particular matter.	Yes	Majority
Move to suspend rules and consider a matter out of order.	Yes	3 Plus Second
Point of Privilege.	No	Chair

Appendix 1

Move to formulate a formal recommendation.*	Yes	Majority
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**Recommendation information – to be used when the committee deems it necessary to formally recommend specific action on a proposed initiative.*

(vii) Once all agenda items have been opened for comment, received comment, and closed, the Chair shall close the discussion and comment period.

(viii) Next meeting is announced.

(ix) Motion to adjourn.

3. Electronic Meetings.

At the election of the Chair and Vice Chair, CAC meetings may be held electronically via Zoom, Microsoft Teams, WebEx, or other digital means which allows for both video and audio participation by all participants. An anchor location is normally required except when the requirements of UCA 52-4-207(4) are met as described in Section IX (B) (2) of the CAC Charter. Votes during electronic meetings shall be by roll call voice vote.

4. Guidelines.

- a. The agenda will be followed to the maximum extent practical in order to keep the meeting moving forward.
- b. Each member of the Committee should speak to every agenda item.
- c. The flow of the meeting will be controlled by only allowing members to speak once they have raised their hand and been recognized.
- d. All members will have the opportunity to speak once before anyone is allowed to speak a second time.
- e. Point of order will be called if the discussion or comments get off track from the agenda.
- f. Courtesy and respect will be shown by each member.
- g. Motions and points of order as outlined above shall be followed.
- h. CAC membership may elect to hold additional meetings, including a longer-format retreat style meeting for planning purposes, etc.

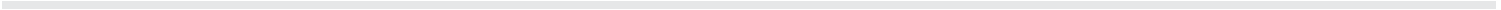
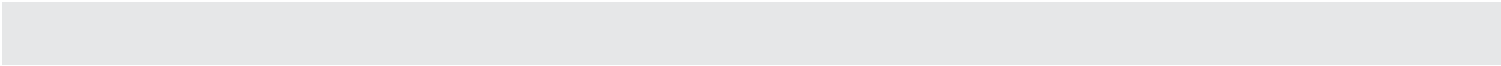


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	R2020-12-04 – Resolution Adopting the 2021 Eco Pass Fare Structure of the Agency
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2020-12-04 Adopting the 2021 ECO Pass Fare Structure of the Agency
BACKGROUND:	The Utah Public Transit District Act (Utah Code 17B-2a-801) empowers the Board of Trustees to fix the fares charged to riders of the Authority’s transit services. UTA Board Policy 4.1 – Fares, adopted by the Board of Trustees on July 7, 2019, empowers the Board to set base fares for transit services, including those for the Authority’s ECO Pass program.
DISCUSSION:	<p>On October 21, 2020, the UTA Board of Trustees approved resolution R2020-10-02 Adopting the Fare Rates and Types of Fare Media of the Agency. The Board’s actions to adopt this resolution rescinded the reduced fare agreements adopted in resolution R2018-06-07, including ECO Pass Programs.</p> <p>At this meeting, UTA staff will present a new resolution for the Board’s approval of UTA’s 2021 ECO Pass Fare Structure. This resolution will adopt the ECO Pass Fare Structure of the Agency (Exhibit A), including the associated contract template (Exhibit B).</p> <p>Contracts that are over \$200,000 in revenue but remain within the parameters set forth in Exhibit A and B of the resolution will also be approved to execute. Lastly, this resolution will allow the Authority to make concessions to existing ECO Pass Agreements for the reduction in ridership due to the ongoing COVID-19 pandemic.</p>
ALTERNATIVES:	Not approve or amend the resolution
FISCAL IMPACT:	The ECO pass program will generate an estimated \$3.2 million in 2021. This is \$3.2 million less than the estimated 2020 ECO pass revenues of \$6.4 million. The revenue loss is due to COVID-19 impacts. It should be noted that the \$3.2 million in 2021 ECO pass revenue is \$600,000 more than the projections in the Board adopted Tentative



	2021 Budget. This increase in revenue is the result of updated assumptions and refined estimates.
ATTACHMENTS:	1) R2020-12-04 Adopting the ECO Pass Fare Structure of the Agency

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING THE 2021 ECO PASS FARE STRUCTURE OF THE
AGENCY**

R2020-12-04

December 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 (“the Act”);

WHEREAS, the Act Empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Policy also empowered the Board of the Authority to set base fares for transit services, including those for the Authority’s ECO Pass program; and

WHEREAS, due to the ongoing COVID-19 pandemic, the Authority has had to make some concessions to existing ECO Pass Agreements due to reduced ridership; and

WHEREAS, the Board of the Authority desires to set a new fare structure for the ECO Pass Program for the year 2021.

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

1. That the ECO Pass Fare Structure of the Authority is hereby adopted in the same form as attached as Exhibit A.
2. That the standard ECO Pass Contract is hereby adopted in substantially the same form as attached as Exhibit B.
3. That any 2021 ECO Pass Agreement above \$200,000 that falls within the parameters set forth in Exhibits A and B is hereby adopted.

4. That any ECO Pass agreement that falls outside of the parameters set forth in Exhibit A and B be brought to the Board of the Authority for approval and adoption, regardless of the dollar value of the contract.
5. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff and counsel, that are necessary or appropriate to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 2nd day of December 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5F3257B1CF024B9

Legal Counsel

Exhibit A
(ECO Pass Fare Structure)

Exhibit A: Programs and Pricing

Table 1: Eco Pass Agreement

Program	Price	Notes	Minimum Requirements	Service Level
Annual Preferred	\$330	Annual price per person	100 passes or 100% employee participation; whichever is greater	Premium
Annual Select	\$599	Annual price per person	30 pass purchase minimum	Premium
Monthly	\$59	Monthly price per person	10 pass purchase minimum per month (\$590)	Premium
Daily	\$6.40	Price per day, per card used	\$500 per month minimum	Premium

In recognition of the impacts of COVID-19 on the region and UTA pass partners, if a partner participated in the Annual Preferred and/or Annual Select Pass Program for the contract year 2020, that partner may choose to participate in the following programs for the contract year 2021 at a discounted rate:

- Annual Preferred: \$275/ year per pass
- Annual Select Pass Program: \$499/year per pass for the contract year 2021

Minimum requirements and service level as listed above apply.

Exhibit B
(ECO Pass Standard Agreement)

ECO PASS AGREEMENT
2021

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of _____, 2021 (the “Effective Date”) by and between, _____, the (“Administrator”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an “ECO Pass Program” or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA’s ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit “A” – Pass Program Account Setup and Exhibit “B” – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

DEFINITIONS

1.1. The term “**Authorized Services**” means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2. The term “**Authorized User**” means Administrator’s employees who have been issued a Pass in compliance with this Agreement.

1.3. The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

1.4. The term “**Qualified Employee**” means (a) an employee who is employed on a full-time,

part-time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

TERMS AND CONDITIONS

2.1. TERM. This Agreement shall be in effect from Effective Date through December 31, 2021.

2.2. FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3. NON-TRANSFERRABLE. A Pass is not transferable.

2.4. MINIMUM NUMBER OF PASSES.

2.4.1. Annual Preferred Passes. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each Qualified Employee. An Administrator must have one-hundred (100) or more Qualified Employees to participate in this program.

2.4.2. Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of thirty (30) Annual Select Passes.

2.4.3. Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of ten (10) Monthly Passes.

2.4.4. Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$500 worth of Daily Passes each month.

2.4.5. Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users, Administrator agrees to purchase similarly subsidized paratransit passes for travel to and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5. ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6. ACTIVATING PASSES.

2.6.1. Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be

activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

- 2.6.2. Monthly Passes.** UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.
- 2.7. PAYMENT FOR PASSES.** Administrator shall pay the amount stated on Exhibit “A” for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.
- 2.7.1. Annual Passes.** UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.
- 2.7.2. Monthly Passes.** UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month or a minimum of ten (10) Passes, whichever is greater. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.7.3. Daily Passes.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$500.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.8. PURCHASES OF ADDITIONAL PASSES.** Administrator may purchase additional Passes by making a request through <https://ecopass.rideuta.com>. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional

Passes.

- 2.9. ISSUING REPLACEMENT PASSES.** Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.
- 2.10. COST OF REPLACEMENT PASSES TO ADMINISTRATOR.** UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.
- 2.11. COST OF REPLACEMENT PASSES TO AUTHORIZED USERS.** Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.
- 2.12. RESTRICTIONS ON CHARGES TO AUTHORIZED USERS.** Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.
- 2.13. SECURITY TERMS.** Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.
- 2.14. DEACTIVATING PASSES.** Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.
- 2.15. CONFISCATION OF PASSES.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
- 2.16. GUARANTEED RIDE HOME.** In order to accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in

the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.16.1 For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed by the Administrator's pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required time period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

2.16.2 For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

MISCELLANEOUS

- 3.1 THIRD PARTY INTERESTS.** Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 3.2 ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 3.3 COSTS AND ATTORNEY’S FEES.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal.
- 3.4 NOTICES.** All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

If to Administrator:

If to UTA:

Sponsor: _____
 ATTN: _____
 Address: _____
 Address 2: _____
 City, State, Zip _____
 Email: _____

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

- 3.5 INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.
- 3.6 NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of

race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101).

- 3.7 DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non- defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.
- 3.8 SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 3.9 AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 3.10 INDEMINIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 3.11 GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 3.12 WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

ADMINISTRATOR:

_____ Date
By:
Title:

_____ Date
By:
Title:

_____ Date
By:
Title:

Approved As To Form:

UTA Legal Counsel

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EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: _____
 Address: _____

 City, State, _____
 Zip: _____

Section 2: Contact Information

Contact
 Name: _____
 Title: _____
 Phone: _____
 Email: _____

Section 3: Designated Transit Coordinator *(For additional Coordinators' please submit names and email addresses to efcooperations@rideuta.com)*

Contact
 Name: _____
 Title: _____
 Phone: _____
 Email: _____

Section 4: Billing Information

Accounts
 Payable
 Contact: _____
 Title: _____
 Phone: _____
 Email: _____

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)
ACH <input type="checkbox"/>
Wire <input type="checkbox"/>
Check <input type="checkbox"/>

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Fill out the following information and select a pass program

_____	_____	_____
Number of Passes	Preferred Start Month	Total Contract Value

Annual Preferred (\$330)

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 100 employees and all employees must receive a pass to use

Monthly Equivalent	X	Months in Contract	=	Prorated Amount	X	Number of Passes	=	Total Contract Value
\$27.50		_____		_____		_____		_____

Annual Select (\$599)

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 30 passes

Monthly Equivalent	X	Months in Contract	=	Prorated Amount	X	Number of Passes	=	Total Contract Value
\$49.92		_____		_____		_____		_____

Monthly (\$59)

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 10 passes each month

Monthly Equivalent	X	Months in Contract	=	Prorated Amount	X	Number of Passes	=	Total Contract Value
\$59		_____		_____		_____		_____

Daily (\$6.40)

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$500, whichever is greater.

Monthly Equivalent*	X	Months in Contract	=	Prorated Amount	X	Number of Passes	=	Total Contract Value
\$128.00		_____		_____		_____		_____

*based on 20 days of use at \$6.40 each day

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Bill Greene, Chief Finance Officer

BOARD MEETING DATE: December 2, 2020

SUBJECT: R2020-12-05 – Resolution Authorizing the Financing of Transit Vehicles Through Equipment Lease-Purchase Agreements; and Related Matters

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Resolution R2020-12-05 Authorizing the Financing of Transit Vehicles Through Equipment Lease-Purchase Agreements; and Related Matters

BACKGROUND: The 2020 budget included the use of lease financing to acquire buses, paratransit vehicles, vans, and bus validators in the total amount of \$30,340,470. In its meeting of February 12, 2020, the Board of Trustees passed Resolution 2020-02-01 which declared UTA’s intent to reimburse itself for certain capital expenditures up to this same amount.

Due to economic upheavals caused by the Covid-19 pandemic, several manufacturers have been unable to maintain the same production levels. Vehicles deliveries have slowed across the industry with many UTA vehicle delivery dates moved from 2020 into 2021. The chart below indicates expected 2020 deliveries as well as deliveries now expected in 2021.

Vehicle/Equipment Replacement	Number Ordered	Budgeted Amount	2020 Delivery	2021 Delivery	2020 Lease Amount
Buses	46	\$23,598,570	20	26	9,530,000
Paratransit	30	2,949,120	25		2,090,000
Vanpool vans	50	1,292,780	35		970,000
Bus validators (50%)		<u>2,500,000</u>			<u>0</u>
Totals	126	\$30,340,470	80		12,590,000

DISCUSSION: To provide the lease financing for the 2020 vehicles, UTA issued an RFP for 14-year and 6-year lease financing on July 01, 2020. Three financing firms responded. Two of three responses were deemed unresponsive. In addition, the bus validators procurement has been delayed as it is under review as part of the overall fare collection system. Results of the RFP, and the recommended awards are given in the chart below.

Lease Term	Recommended Vendor	Amount	Interest Rate	Highest Interest Rate	Responses Received
14 years	JPMorgan Chase	\$9,530,000	1.547%	1.547%	1
6 years	JPMorgan Chase	\$3,060,000	1.015%	1.015%	1

The resolution grants the authority to the Executive Director, Treasurer and Comptroller of the Authority to take all necessary steps to execute the lease-purchase agreements with an aggregate principal amount of not more than \$12,590,000, and to bear interest at a rate not to exceed 2.5%.

ALTERNATIVES:

The Board of Trustees may decide to seek financing for the budgeted leasing amount or reject award for one or all of the lease terms.

FISCAL IMPACT:

The Transit Financial Plan (TFP) had projected lease rates of 3.9%, so this agreement will result in lower lease expense going forward than previously projected.

ATTACHMENTS:

1) Resolution R2020-12-05

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY (THE "AUTHORITY") AUTHORIZING THE FINANCING OF TRANSIT VEHICLES THROUGH EQUIPMENT LEASE-PURCHASE AGREEMENTS; AND RELATED MATTERS

R2020-12-05

December 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; and

WHEREAS, the Board of Trustees (the "Board") of the Authority has authority to enter into lease agreements to provide for the financing of certain equipment; and

WHEREAS, in order to finance the acquisition and installation of certain vehicles, equipment and other capital costs to be used by the Authority for the benefit of its public transit system (the "Project"), the Board finds and determines that it is necessary and in the best interests of the Authority to authorize the appropriate officials of the Authority to, from time to time, enter into two Equipment Lease-Purchase Agreements (each a "Lease-Purchase Agreement" and collectively, the "Lease Purchase Agreements"); and

WHEREAS, there has been presented to the Board at this meeting a form of the Lease-Purchase Agreements; and

WHEREAS, in order to allow the Authority flexibility in timing the execution of the Lease-Purchase Agreements and to minimize costs to the Authority, the Board desires to grant to the Treasurer, Comptroller, or Executive Director of the Authority (each a "Designated Officer") the authority to, from time to time: (a) select the lessor for the Lease-Purchase Agreement; and (b) approve the principal amounts, interest rates, terms, description of equipment, and other pricing terms; and the Board desires to authorize any two of the Designated Officers to execute a finalized version of each Lease-Purchase Agreement; and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Lease-Purchase Agreements, and to authorize and approve all actions to be taken by the Authority in connection with the execution of the above documents and the financing of the Project.

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Utah Transit Authority, as follows:

Section 1. Terms defined in the foregoing recitals shall have the same meaning when used in the body of this Resolution.

Section 2. For the purpose of providing funds to be used for the financing of the Project, the Board hereby authorizes any two of the Designated Officers of the Authority to, from time to time, enter into Lease-Purchase Agreements all within the parameters set forth in Section 4 hereof. The execution of the Lease-Purchase Agreements shall be subject to the final advice of counsel for the Authority.

Section 3. The form of Lease-Purchase Agreements substantially as presented to this meeting and attached hereto as ExhibitA-1 and A-2 are hereby authorized, approved and confirmed. All terms and provisions of each Lease-Purchase Agreement are hereby incorporated in this Resolution. The Designated Officers of the Authority are hereby authorized to approve the final terms for each Lease-Purchase Agreement and the Designated Officers may execute and deliver each Lease-Purchase Agreement in substantially the same form and with substantially the same content as the form of the Lease-Purchase Agreements presented at this meeting for and on behalf of the Authority with final terms as may be established for each Lease-Purchase Agreement within the parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers of the Authority are hereby authorized to specify and agree as to the final principal amounts, interest rates, terms, description of equipment, and other pricing terms with respect to each Lease-Purchase Agreement for and on behalf of the Authority and any changes thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the parameters set by this Resolution, with such approval to be conclusively established by the execution of each Lease-Purchase Agreement by the Designated Officers.

Section 4. In order to finance the Project, the Board hereby finds and determines that it is in the best interests of the Authority and residents within the Authority, for the Authority to, from time to time, enter into lease arrangements with substantially the same provisions of each Lease-Purchase Agreement, with an aggregate principal amount for the Lease Purchase Agreements of not more than \$12,590,000, to bear interest at an interest rate of not to exceed 2.5% per annum, to include a term not to exceed 14 years for each Lease Purchase Agreement, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The Designated Officers may approve and execute Lease-Purchase Agreements, within the parameters described herein, from time to time, at any time during the two years following adoption of this Resolution.

Section 5. The Designated Officers are authorized to make any alterations, changes or additions to the Lease-Purchase Agreements or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States or to the agreement with the lessor.

Section 6. Any of the Designated Officers are hereby authorized and directed to execute and deliver for and on behalf of the Board and the Authority any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 7. On February 12, 2020, the Treasurer signed on behalf of the Authority, an intention and reasonable expectation of the Authority to use proceeds of tax-exempt Lease-Purchase Agreements to reimburse itself for expenditures for costs of the Project. The Lease-Purchase Agreements are to be executed and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The Board hereby ratifies this prior reimbursement intent.

Section 8. The Designated Officers are hereby authorized to take all action necessary or reasonably required by the Lease-Purchase Agreements to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 9. As permitted by Section 17B-1-102(3) of the Utah Code, the Board hereby elects to not treat the Lease Purchase Agreements as a bond for purposes of Utah Code Title 11, Chapter 14, Local Government Bonding Act or Title 11, Chapter 27, Utah Refunding Bond Act.

Section 10. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 11. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 12. This Resolution shall become effective immediately upon its adoption.

Approved and adopted this 2nd day of December 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-1

EQUIPMENT LEASE-PURCHASE AGREEMENT 1

EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement dated as of December 2, 2020, together with all amendments or supplements thereto (collectively, the “Lease”) by and between JPMorgan Chase Bank, N.A, a corporation organized under the laws of State of Delaware (“Lessor”), and the Utah Transit Authority (the “Lessee”), a public transit district existing under the laws of the State of Utah:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISING CLAUSE; TITLE; SECURITY

Section 1.1 Agreement to Lease. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the Equipment (defined below), to have and to hold for the Term (defined below) of this Lease.

Section 1.2 Title. During the Term of this Lease, title to the Equipment will be transferred to, vested and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4 and further subject to Lessee’s right to exercise the Option provided in Article V hereof. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessee, who by this Lease appoints Lessor its irrevocable attorney in fact solely for the purpose of taking such action as is necessary to so transfer title to the Equipment to Lessor. Lessor at all times will have reasonable access to the Equipment during regular business hours for the purpose of inspection, alteration, and repair.

Section 1.3 Security. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in (i) the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment, (ii) any moneys and investments held from time to time in the Escrow Account and (iii) any and all proceeds of the foregoing. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected as provided in Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Equipment.

This Lease does not create any pledge of or lien on the revenues of the Lessee, including without limitation, the revenues pledged to any of its bonds, notes or other indebtedness and nothing in this Lease shall be construed to limit the ability of the Lessee to issue bonds, notes or other indebtedness secured by its revenues or any of its assets other than a lien on the Equipment.

ARTICLE II

DEFINITIONS

In addition to the terms defined in Article I hereof, the terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Acquisition Amount” means \$3,060,000. The Acquisition Amount represented by the Lessee to be sufficient, together with other funds (if any) that are legally available, for the purpose to acquire and install the Equipment.

“Code” means the Internal Revenue Code of 1986 as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” shall mean the date when Lessee’s obligation to make payments commences hereunder and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Equipment” shall mean the property which Lessor is leasing to Lessee described generally in Appendix A attached hereto and as may be more fully described in each draw under the Escrow Agreement.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successor and assigns.

“Escrow Agreement” means an Escrow and Account Control Agreement (2020 – 6 Year) in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Taxability” has the meaning assigned in Section 6.1(h).

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V and attached Appendix B.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Taxable Rate” means _____%.

“Tax Certificate” means the Tax Certificate to be executed by the Lessee in connection with this Lease, and attached thereto as Appendix E.

“Tax-Exempt Rental Payments” means Rental Payments related to this Lease, the interest portion of which is excludable from gross income for federal income tax purposes.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessee purchased the Equipment.

ARTICLE III

LEASE TERM

Section 3.1 Commencement. The Term of this Lease shall commence as of the Commencement Date.

Section 3.2 Duration of Lease; Nonappropriation; Nonsubstitution. The Term of this Lease will continue until midnight on the last day of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for successive additional periods of one year coextensive with Lessee’s fiscal year as set forth in Appendix B (the “Renewal Terms”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment (an “Event of Nonappropriation”) for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

If this Lease is terminated by Lessee due to an Event of Nonappropriation, the Lessee agrees not to purchase, lease or rent personal property to perform the same function or functions as those performed by the Equipment for a period of one hundred eighty (180) days succeeding such termination; provided, however, that these restrictions shall not be

applicable if illegal or unenforceable under Utah law (as to which no opinion is expressed by Lessee or Lessee's counsel).

Section 3.3 Termination. This Lease will terminate upon the earliest to occur of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease wherein an Event of Nonappropriation has occurred resulting in a lack of funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) upon the payment of all rental payments and all other amounts due hereunder.

Section 3.4 Return of Equipment Upon Termination. Upon termination of this Lease pursuant to Section 3.3(a) or (c), Lessee shall return the Equipment, freight and insurance prepaid, at Lessee's expense to a location designated by the Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof. In the event that Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession and the Rental Payments through the earlier of (i) actual repossession by Lessors or (ii) 30 days from the date of termination of this Lease. Lessee's obligations under the provisions of this Section are subject to and payable solely from funds appropriated for such purpose.

Section 3.5 Delivery and Installation. Delivery and Installation specifics for the Equipment shall be performed in a reasonable and customary manner.

Section 3.6 Draw Down of Funds into Escrow Account. Upon closing of this Lease, the Lessor shall deposit \$3,060,000.00 into the Escrow Account.

Section 3.7 Acceptance Certificate. Upon delivery of all the Equipment for use by the Lessee, the Lessee shall deliver the Acceptance Certificate in substantially the form of Appendix D hereto.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1 Amount. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms the Rental Payments on the dates and in the amounts set forth in Appendix B. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at Lessor's address set forth in Section 11.4 or to such other person or entity or at such other

place as Lessor may from time to time designate by at least thirty (30) days advance written notice to Lessee.

Section 4.2 Portion of Rental Payments Attributable to Interest. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Appendix B.

Section 4.3 No Right to Withhold. Notwithstanding any dispute between Lessee, Lessor, or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction. The obligation of Lessee to pay Rental Payments hereunder during the Original Term and any Renewal Term is absolute and unconditional and shall not be abated for any reason, subject to the right of the Lessee to terminate this lease at the conclusion of the Original Term or any Renewal Term due to an Event of Nonappropriation.

Section 4.4 Rental Payments to Constitute a Current Obligation of the Lessee. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of the laws of the State of Utah or any section of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general credit of the Lessee or any revenues or assets of Lessee to the payment of the Rental Payments, or the interest thereon, and this Lease shall not obligate the Lessee to apply any other money to the Rental Payments or any interest thereon.

ARTICLE V

PURCHASE OF EQUIPMENT

Section 5.1 Option Purchase Price. On and after December 2, 2021, the Lessee shall have the option (the "Option") to purchase the Equipment from Lessor at a price equal to the Option Purchase Price (as set forth on Appendix B), plus accrued and unpaid interest (if any) and any rental payments due on the date of purchase.

Section 5.2 Manner of Exercise of Option. To exercise the Option, Lessee must deliver to Lessor written notice specifying the date on which the related Equipment is to be purchased, which notice must be delivered to Lessor at least thirty (30) days prior to the date of purchase specified therein. At the closing of the Option and upon payment of the Option Purchase Price, Lessor will deliver to Lessee all documents necessary to clear and release any related lien, encumbrance or security interest created by or arising through Lessor or this Lease

Section 5.3 Conditions of Exercise of Option. Lessee may purchase the Equipment pursuant to the Option only if Lessee is not in default in the payment of Rental Payments, in accordance with the provisions of this Lease (or has remedied any defaults).

Section 5.4 Termination Purchase. Upon the expiration of the Term of the Lease as stated in Section 3.3(d) and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased all of the Equipment (without the payment of additional sums and without any notice required by Section 5.2) and shall be vested with all rights and title to all of the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section 5.4, it shall deliver to Lessee the documents specified in Section 5.2.

ARTICLE VI

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE AND LESSOR

Section 6.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a public transit district, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. To the knowledge of the undersigned, there is no litigation or other proceeding challenging in any way Lessee's authority to execute this Lease and perform its obligations hereunder. To the knowledge of the undersigned, the execution and delivery of this Lease by Lessee and the performance of Lessee's obligations hereunder does not conflict with or constitute a breach of or default under, (with or without notice or lapse of time), any other instrument to which Lessee is a part.

(c) All procedures and requirements, including any public bidding requirements, required to be met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease have been met and all Rental Payments and other payment obligations will be paid out of funds legally available for such purpose.

(d) The letter attached to this Lease as Appendix C is a true opinion of Lessee's counsel.

(e) Lessee will use and service the Equipment in accordance with Vendor's written instructions, if any, provided to Lessee.

(f) During the Term of this Lease, the Lessee shall comply with the Tax Certificate, if any, and the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(g) Equipment related to Tax-Exempt Rental Payments shall be used solely by Lessee (except as otherwise permitted by the Code) and shall not be subject to any direct or indirect private business use or to make any loans.

(h) Lessee agrees that it will not take any action that would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes. Upon the occurrence of an Event of Taxability with respect to this Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the interest rate described herein shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving the interest component at the Taxable Rate. For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Lease becoming includible for federal income tax purposes in Lessor's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under this Lease has become includable in the gross income of Lessor for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

(i) With relation to Tax-Exempt Rental Payments, this Lease constitutes neither (i) a private activity bond, as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") nor (ii) an arbitrage bond, as defined in Section 148 of the Code.

(j) For Tax-Exempt Rental Payments, the obligations of Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(k) With relation to Tax-Exempt Rental Payments, in compliance with Section 149(e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate (form attached as Appendix F).

(l) The Lessee covenants and certifies to and for the benefit of the Lessor that no use will be made of any of the proceeds of the issuance and sale of the Lease or any funds or accounts of the Lessee which may be deemed to be available proceeds of the Lease, pursuant to Section 148 of the Code, and applicable Treasury Regulations (promulgated or proposed) thereunder, which use, if it had been reasonably expected on the date of issuance of the Lease, would have caused the Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Lessee obligates itself to comply throughout the term of the Lease with the requirements of Section 148 of the Code and the Treasury Regulations proposed or promulgated thereunder as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Lessee further represents and covenants that, with the exception of two leases similar to this Lease entered into by Lessee and Lessor simultaneous with the execution of this Lease, no federal tax exempt bonds or other federal tax exempt evidences of indebtedness of the Lessee have been or will be issued, sold or delivered pursuant to a common plan of finance with this Lease within a period beginning 15 days prior to the pricing of the Lease and ending 15 days following the delivery of the Lease. Additional representations and covenants of the Lessee with respect to matters governed by the Code and Treasury Regulations relating to the Tax-Exempt Rental Payments, including without limitation Treasury Regulations Sections 1.148-1 through 1.148-11, Section 1.149 and Sections 1.150-1 and 1.150-2, will be set forth in the Tax Certificate attached hereto.

(m) With relation to Tax-Exempt Rental Payments, no portion of the proceeds of this Lease will be used to refund any other obligation.

(n) With relation to Tax-Exempt Rental Payments, except for capital expenditures (i) contemplated by the Declaration of Official Intent attached hereto as Appendix G and (ii) paid after the date of the Declaration of Official Intent (or within 60 days prior to the date thereof), no proceeds of this Lease will be used to reimburse amounts expended prior to the closing date described herein.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted

to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations.

(q) The Lessee shall have available for the Lessor's inspection a copy of its audited financial statements within two hundred (200) days of its fiscal year end, unless due to circumstances reasonably outside of its control said statements cannot be completed within two hundred (200) days. In such event, unless reasonably agreed to otherwise by Lessor, audited financial statements shall be made available within two-hundred-twenty (220) days of its fiscal year end.

(r) Lessee has not directly or indirectly caused to be created any lien or encumbrance on the Equipment except the security interest granted in Section 1.3 of this Lease.

Section 6.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(i) During the Term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor or through Lessor, except upon the occurrence of the events described in Section 3.3 (a) and (c) of this Lease.

(ii) Lessee has ordered the Equipment and Lessor shall lease the same to Lessee as herein provided, Lessor's role being the facilitation of the financing of the Equipment for the Lessee. FOR PURPOSE OF THIS LEASE AND OF ANY PURCHASE OF THE EQUIPMENT EFFECTED UNDER THIS LEASE, LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT IN ANY RESPECT, AND ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT IN THE EQUIPMENT, OR BY ANY USE OF THE EQUIPMENT, WHATSOEVER. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and authorizes Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “Event of Default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within fifteen (15) days of the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 20 days (10 days in the case of a failure to comply with Section 10.2 hereof) after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(d) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to an Event of Nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof and Section 10.2 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God (which shall not include pandemics); strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of

the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; landslides; earthquakes; fires; storms; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment or by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 3.4 hereof and Lessor may sell, lease or otherwise dispose of the Equipment;
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account;
- (c) Terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and
- (d) With or without terminating this Lease, declare all Rental Payments due during the Original Term or Renewal Term in effect on the date of the default to be immediately due and payable whereupon such Rental Payments shall be due and payable, but solely from legally available funds appropriated for such purpose.

Any amount realized upon a sale, lease or other disposition of the Equipment or from the exercise of any other remedies hereunder shall be applied as follows:

First: To pay all reasonable expenses of the repossession and/or disposition of the Equipment;

Second: To the payment of all principal (using for this purpose the Option Purchase Price) and interest (accrued to the date of payment) owing Lessor hereunder, and

Third: Any excess shall be returned to Lessee as an overpayment of rent hereunder.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 No Deficiency Judgment. Anything in this Lease to the contrary notwithstanding, the remedies of Lessor hereunder shall be limited to repossession and disposal of the Equipment and no judgment for any deficiency or any other amounts owing hereunder shall be entered against Lessee except with respect to the Rental Payments due during the Original Term or Renewal Term in effect on the date of the default, but then solely from legally available funds appropriated for such purpose.

Section 7.5 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

PAYMENT OF TAXES, FEES, PERMITS, AND UTILITY SERVICES

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 Permits. Lessee will obtain all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 Utilities. Lessee will pay all charges for fuel, water, steam, electricity, light, heat, power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

USE, REPAIRS, ALTERATIONS, AND LIENS

Section 9.1 Use; Personal Property. Lessee has not (or, as applicable, will not) install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure. Lessee shall comply with all license and copyright requirements of any software used in connection with the Equipment.

Section 9.2 Repairs. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 Alterations. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such miscellaneous equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease, restores the Equipment to its function and manner of operation in existence prior to the installation of such miscellaneous equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment which may be removed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 Liens. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

INDEMNIFICATION, INSURANCE, AND DAMAGE TO OR DESTRUCTION OF
THE EQUIPMENT

Section 10.1 Indemnification. Lessee shall, to the extent permitted by law, indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, to the extent caused by Lessee's negligence in the use, operation, ownership or possession of the Equipment, including claims for property damage, personal injury or wrongful death, and excluding any claims, liabilities, damages and expenses arising out of the negligent acts or omissions of Lessor. Lessee is a governmental entity under the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement may be construed as a waiver of any rights or defenses otherwise applicable to Lessee pursuant to the Act. Indemnification is limited to the amounts established in Section 63G-7-604 of the Act.

Section 10.2 Insurance. Lessee shall, at its sole discretion, either self-insure or maintain at all times during the Lease Term comprehensive general liability and property damage insurance with respect to the Lessee's operation or possession of the Equipment. The comprehensive general liability insurance limits shall be not less than the maximum limits for judgments provided for under the Governmental Immunity Act of Utah as set forth in Utah Code Ann. 63G-7-101 et seq, or any successor act, (such limits to be automatically increased as the related limits provided by State law are increased). In no event will the property insurance limits be less than the replacement cost with equipment of like kind and quality. Lessee shall furnish to Lessor a certificate of insurance or, if Lessee has self-insured, a letter or certificate regarding such self-insurance to be sent to _____.

Section 10.3 Damage to or Destruction of the Equipment. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent of insurance proceeds (including self-insurance) and legally available funds repair or replace (at the Lessee's sole discretion), the same at Lessee's cost within a reasonable time after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement or if sufficient amounts are not available, such proceeds will be paid to Lessor to the extent of the then remaining principal balance of the related Rental Payments of this Lease plus accrued interest to the date of payment. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Assignment and Sublease by Lessee. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment or the title thereto such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 Assignment by Lessor. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) written notice of any such assignment, transfer or other disposition is given to Lessee at least ten (10) days prior thereto (except that any assignment of this Lease at the time of execution thereof may be made by written notice at the time of execution); and (2) prior to any such assignment, transfer or other disposition, the name, address and the Federal Tax I.D. number of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease. Lessor shall pay all costs of such transfer and shall be responsible for notice to Lessee and provision to Lessee of the name, address and Federal Tax I.D. number of the assignee. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof. Lessor will not be required to provide notice of assignment of a lease if the lease is assigned to its parent company or any wholly owned subsidiary of the parent company and Lessor agrees that it will still service the assigned Lease.

Section 11.3 Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or fails to satisfy any representations, covenant, warranty, or obligation under this Lease, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation on Lessee's behalf, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon at a rate of the interest rate then in effect on this Lease plus 5% or the maximum amount permitted by law, whichever is less, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 Addresses. All notices to be given under this Lease will be made in writing and mailed by registered or certified mail, return receipt requested, (a) if to Lessee, at the Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101, Attention: Treasurer, and if to Lessor, at 1125 17th Street, Suite 300, Denver, Colorado 80202, Attention: David May, until either Lessee or Lessor gives written notice to the other specifying a different address. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and

(d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed.

Section 11.5 Manner of Payment. All payments by Lessee to Lessor hereunder will be made by check or fed wire transfer, or by other manner mutually acceptable to Lessor and Lessee.

Section 11.6 Nonwaiver. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 Severance Clause. Any provision in this Lease which is prohibited by law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 Amendments. This Lease may be amended only by a written document signed by Lessor and Lessee.

Section 11.10 Inurement. Subject to the restrictions in Sections 11.1 and 11.2 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 Governing Law. This Lease is governed by the laws of the State of Utah, without giving effect to any choice of laws rules.

Section 11.12 Prevailing Party. In the event an action or other proceeding is filed with respect to the rights and obligations of the parties to this Lease, any judgment rendered in such action or proceeding shall, to the extent permitted by law, include a sum for attorney's fees in favor of the prevailing party.

Section 11.13 Offset. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment.

Section 11.14 Interest. If any Rental Payment or other amount payable hereunder is not paid within 15 days of its due date, Lessee shall pay to Lessor, solely from and to the extent of legally available funds appropriated for such purpose, an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

Section 11.15 Nature of this Agreement. Lessor and Lessee agree that it is their intention that, (a) for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and (b) Lessor neither has nor will have any equity in the Equipment.

Section 11.16 Covenant Regarding Event of Taxability. Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth herein. An Event of Taxability shall occur upon the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

Section 11.17 Anti-Corruption Language.

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section, the following terms shall have the following meanings: “Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. “Person” means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. “Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions. “Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Section 11.18 Funding Conditions. Lessor shall have no obligation to fund any amounts under this Lease unless all reasonable conditions established by Lessor (“Funding Conditions”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the “Code”); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

Section 11.19 Offshoring. Certain services may be performed by Lessee or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lender deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

EXECUTED as of this December 2, 2020.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Carolyn Gonot
Title: Executive Director

By: _____
Name: William C. Greene
Title: Treasurer

LESSOR:
JPMORGAN CHASE BANK N.A.

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A-2

EQUIPMENT LEASE-PURCHASE AGREEMENT 2

EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement dated as of December 2, 2020, together with all amendments or supplements thereto (collectively, the “Lease”) by and between JPMorgan Chase Bank, N.A. a corporation organized under the laws of State of Delaware (“Lessor”), and the Utah Transit Authority (the “Lessee”), a public transit district existing under the laws of the State of Utah:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEMISING CLAUSE; TITLE; SECURITY

Section 1.1 Agreement to Lease. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the Equipment (defined below), to have and to hold for the Term (defined below) of this Lease.

Section 1.2 Title. During the Term of this Lease, title to the Equipment will be transferred to, vested and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4 and further subject to Lessee’s right to exercise the Option provided in Article V hereof. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessee, who by this Lease appoints Lessor its irrevocable attorney in fact solely for the purpose of taking such action as is necessary to so transfer title to the Equipment to Lessor. Lessor at all times will have reasonable access to the Equipment during regular business hours for the purpose of inspection, alteration, and repair.

Section 1.3 Security. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in (i) the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment, (ii) any moneys and investments held from time to time in the Escrow Account and (iii) any and all proceeds of the foregoing. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected as provided in Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Equipment.

This Lease does not create any pledge of or lien on the revenues of the Lessee, including without limitation, the revenues pledged to any of its bonds, notes or other indebtedness and nothing in this Lease shall be construed to limit the ability of the Lessee to issue bonds, notes or other indebtedness secured by its revenues or any of its assets other than a lien on the Equipment.

ARTICLE II

DEFINITIONS

In addition to the terms defined in Article I hereof, the terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Acquisition Amount” means \$9,530,000.00. The Acquisition Amount represented by the Lessee to be sufficient, together with other funds (if any) that are legally available, for the purpose to acquire and install the Equipment.

“Code” means the Internal Revenue Code of 1986 as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” shall mean the date when Lessee’s obligation to make payments commences hereunder and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Equipment” shall mean the property which Lessor is leasing to Lessee described generally in Appendix A attached hereto and as may be more fully described in each draw under the Escrow Agreement.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successor and assigns.

“Escrow Agreement” means an Escrow and Account Control Agreement (2020 – 14 Year) in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Taxability” has the meaning assigned in Section 6.1(h).

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V and attached Appendix B.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Taxable Rate” means ____%.

“Tax Certificate” means the Tax Certificate to be executed by the Lessee in connection with this Lease, and attached thereto as Appendix E.

“Tax-Exempt Rental Payments” means Rental Payments related to this Lease, the interest portion of which is excludable from gross income for federal income tax purposes.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessee purchased the Equipment.

ARTICLE III

LEASE TERM

Section 3.1 Commencement. The Term of this Lease shall commence as of the Commencement Date.

Section 3.2 Duration of Lease; Nonappropriation; Nonsubstitution. The Term of this Lease will continue until midnight on the last day of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for successive additional periods of one year coextensive with Lessee’s fiscal year as set forth in Appendix B (the “Renewal Terms”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment (an “Event of Nonappropriation”) for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

If this Lease is terminated by Lessee due to an Event of Nonappropriation, the Lessee agrees not to purchase, lease or rent personal property to perform the same function or functions as those performed by the Equipment for a period of one hundred eighty (180) days succeeding such termination; provided, however, that these restrictions shall not be

applicable if illegal or unenforceable under Utah law (as to which no opinion is expressed by Lessee or Lessee's counsel).

Section 3.3 Termination. This Lease will terminate upon the earliest to occur of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease wherein an Event of Nonappropriation has occurred resulting in a lack of funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) upon the payment of all rental payments and all other amounts due hereunder.

Section 3.4 Return of Equipment Upon Termination. Upon termination of this Lease pursuant to Section 3.3(a) or (c), Lessee shall return the Equipment, freight and insurance prepaid, at Lessee's expense to a location designated by the Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof. In the event that Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession and the Rental Payments through the earlier of (i) actual repossession by Lessors or (ii) 30 days from the date of termination of this Lease. Lessee's obligations under the provisions of this Section are subject to and payable solely from funds appropriated for such purpose.

Section 3.5 Delivery and Installation. Delivery and Installation specifics for the Equipment shall be performed in a reasonable and customary manner.

Section 3.6 Draw Down of Funds into Escrow Account. Upon closing of this Lease, the Lessor shall deposit \$9,530,000.00 into the Escrow Account.

Section 3.7 Acceptance Certificate. Upon delivery of all the Equipment for use by the Lessee, the Lessee shall deliver the Acceptance Certificate in substantially the form of Appendix D hereto.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1 Amount. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms the Rental Payments on the dates and in the amounts set forth in Appendix B. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at Lessor's address set forth in Section 11.4 or to such other person or entity or at such other

place as Lessor may from time to time designate by at least thirty (30) days advance written notice to Lessee.

Section 4.2 Portion of Rental Payments Attributable to Interest. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Appendix B.

Section 4.3 No Right to Withhold. Notwithstanding any dispute between Lessee, Lessor, or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction. The obligation of Lessee to pay Rental Payments hereunder during the Original Term and any Renewal Term is absolute and unconditional and shall not be abated for any reason, subject to the right of the Lessee to terminate this lease at the conclusion of the Original Term or any Renewal Term due to an Event of Nonappropriation.

Section 4.4 Rental Payments to Constitute a Current Obligation of the Lessee. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of the laws of the State of Utah or any section of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general credit of the Lessee or any revenues or assets of Lessee to the payment of the Rental Payments, or the interest thereon, and this Lease shall not obligate the Lessee to apply any other money to the Rental Payments or any interest thereon.

ARTICLE V

PURCHASE OF EQUIPMENT

Section 5.1 Option Purchase Price. On and after December 2, 2021, the Lessee shall have the option (the "Option") to purchase the Equipment from Lessor at a price equal to the Option Purchase Price (as set forth on Appendix B), plus accrued and unpaid interest (if any) and any rental payments due on the date of purchase.

Section 5.2 Manner of Exercise of Option. To exercise the Option, Lessee must deliver to Lessor written notice specifying the date on which the related Equipment is to be purchased, which notice must be delivered to Lessor at least thirty (30) days prior to the date of purchase specified therein. At the closing of the Option and upon payment of the Option Purchase Price, Lessor will deliver to Lessee all documents necessary to clear and release any related lien, encumbrance or security interest created by or arising through Lessor or this Lease

Section 5.3 Conditions of Exercise of Option. Lessee may purchase the Equipment pursuant to the Option only if Lessee is not in default in the payment of Rental Payments, in accordance with the provisions of this Lease (or has remedied any defaults).

Section 5.4 Termination Purchase. Upon the expiration of the Term of the Lease as stated in Section 3.3(d) and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased all of the Equipment (without the payment of additional sums and without any notice required by Section 5.2) and shall be vested with all rights and title to all of the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section 5.4, it shall deliver to Lessee the documents specified in Section 5.2.

ARTICLE VI

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE AND LESSOR

Section 6.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a public transit district, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. To the knowledge of the undersigned, there is no litigation or other proceeding challenging in any way Lessee's authority to execute this Lease and perform its obligations hereunder. To the knowledge of the undersigned, the execution and delivery of this Lease by Lessee and the performance of Lessee's obligations hereunder does not conflict with or constitute a breach of or default under, (with or without notice or lapse of time), any other instrument to which Lessee is a part.

(c) All procedures and requirements, including any public bidding requirements, required to be met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease have been met and all Rental Payments and other payment obligations will be paid out of funds legally available for such purpose.

(d) The letter attached to this Lease as Appendix C is a true opinion of Lessee's counsel.

(e) Lessee will use and service the Equipment in accordance with Vendor's written instructions, if any, provided to Lessee.

(f) During the Term of this Lease, the Lessee shall comply with the Tax Certificate, if any, and the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(g) Equipment related to Tax-Exempt Rental Payments shall be used solely by Lessee (except as otherwise permitted by the Code) and shall not be subject to any direct or indirect private business use or to make any loans.

(h) Lessee agrees that it will not take any action that would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Tax-Exempt Rental Payments to be or to become ineligible for the exclusion from gross income of Lessor for federal income tax purposes. Upon the occurrence of an Event of Taxability with respect to this Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the interest rate described herein shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving the interest component at the Taxable Rate. For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Lease becoming includible for federal income tax purposes in Lessor's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under this Lease is includable in the gross income of Lessor; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under this Lease has become includable in the gross income of Lessor for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

(i) With relation to Tax-Exempt Rental Payments, this Lease constitutes neither (i) a private activity bond, as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") nor (ii) an arbitrage bond, as defined in Section 148 of the Code.

(j) For Tax-Exempt Rental Payments, the obligations of Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(k) With relation to Tax-Exempt Rental Payments, in compliance with Section 149(e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate (form attached as Appendix F).

(l) The Lessee covenants and certifies to and for the benefit of the Lessor that no use will be made of any of the proceeds of the issuance and sale of the Lease or any funds or accounts of the Lessee which may be deemed to be available proceeds of the Lease, pursuant to Section 148 of the Code, and applicable Treasury Regulations (promulgated or proposed) thereunder, which use, if it had been reasonably expected on the date of issuance of the Lease, would have caused the Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Lessee obligates itself to comply throughout the term of the Lease with the requirements of Section 148 of the Code and the Treasury Regulations proposed or promulgated thereunder as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Lessee further represents and covenants that, with the exception of two leases similar to this Lease entered into by Lessee and Lessor simultaneous with the execution of this Lease, no federal tax exempt bonds or other federal tax exempt evidences of indebtedness of the Lessee have been or will be issued, sold or delivered pursuant to a common plan of finance with this Lease within a period beginning 15 days prior to the pricing of the Lease and ending 15 days following the delivery of the Lease. Additional representations and covenants of the Lessee with respect to matters governed by the Code and Treasury Regulations relating to the Tax-Exempt Rental Payments, including without limitation Treasury Regulations Sections 1.148-1 through 1.148-11, Section 1.149 and Sections 1.150-1 and 1.150-2, will be set forth in the Tax Certificate attached hereto.

(m) With relation to Tax-Exempt Rental Payments, no portion of the proceeds of this Lease will be used to refund any other obligation.

(n) With relation to Tax-Exempt Rental Payments, except for capital expenditures (i) contemplated by the Declaration of Official Intent attached hereto as Appendix G and (ii) paid after the date of the Declaration of Official Intent (or within 60 days prior to the date thereof), no proceeds of this Lease will be used to reimburse amounts expended prior to the closing date described herein.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted

to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations.

(q) The Lessee shall have available for the Lessor's inspection a copy of its audited financial statements within two hundred (200) days of its fiscal year end, unless due to circumstances reasonably outside of its control said statements cannot be completed within two hundred (200) days. In such event, unless reasonably agreed to otherwise by Lessor, audited financial statements shall be made available within two-hundred-twenty (220) days of its fiscal year end.

(r) Lessee has not directly or indirectly caused to be created any lien or encumbrance on the Equipment except the security interest granted in Section 1.3 of this Lease.

Section 6.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(i) During the Term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor or through Lessor, except upon the occurrence of the events described in Section 3.3 (a) and (c) of this Lease.

(ii) Lessee has ordered the Equipment and Lessor shall lease the same to Lessee as herein provided, Lessor's role being the facilitation of the financing of the Equipment for the Lessee. FOR PURPOSE OF THIS LEASE AND OF ANY PURCHASE OF THE EQUIPMENT EFFECTED UNDER THIS LEASE, LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT IN ANY RESPECT, AND ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFICIENCY, OR DEFECT IN THE EQUIPMENT, OR BY ANY USE OF THE EQUIPMENT, WHATSOEVER. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and authorizes Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “Event of Default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within fifteen (15) days of the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 20 days (10 days in the case of a failure to comply with Section 10.2 hereof) after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(d) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to an Event of Nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof and Section 10.2 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God (which shall not include pandemics); strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of

the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; landslides; earthquakes; fires; storms; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment or by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 3.4 hereof and Lessor may sell, lease or otherwise dispose of the Equipment;

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account;

(c) Terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) With or without terminating this Lease, declare all Rental Payments due during the Original Term or Renewal Term in effect on the date of the default to be immediately due and payable whereupon such Rental Payments shall be due and payable, but solely from legally available funds appropriated for such purpose.

Any amount realized upon a sale, lease or other disposition of the Equipment or from the exercise of any other remedies hereunder shall be applied as follows:

First: To pay all reasonable expenses of the repossession and/or disposition of the Equipment;

Second: To the payment of all principal (using for this purpose the Option Purchase Price) and interest (accrued to the date of payment) owing Lessor hereunder, and

Third: Any excess shall be returned to Lessee as an overpayment of rent hereunder.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 No Deficiency Judgment. Anything in this Lease to the contrary notwithstanding, the remedies of Lessor hereunder shall be limited to repossession and disposal of the Equipment and no judgment for any deficiency or any other amounts owing hereunder shall be entered against Lessee except with respect to the Rental Payments due during the Original Term or Renewal Term in effect on the date of the default, but then solely from legally available funds appropriated for such purpose.

Section 7.5 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

PAYMENT OF TAXES, FEES, PERMITS, AND UTILITY SERVICES

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 Permits. Lessee will obtain all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 Utilities. Lessee will pay all charges for fuel, water, steam, electricity, light, heat, power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

USE, REPAIRS, ALTERATIONS, AND LIENS

Section 9.1 Use; Personal Property. Lessee has not (or, as applicable, will not) install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure. Lessee shall comply with all license and copyright requirements of any software used in connection with the Equipment.

Section 9.2 Repairs. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 Alterations. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such miscellaneous equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease, restores the Equipment to its function and manner of operation in existence prior to the installation of such miscellaneous equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment which may be removed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 Liens. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

INDEMNIFICATION, INSURANCE, AND DAMAGE TO OR DESTRUCTION OF
THE EQUIPMENT

Section 10.1 Indemnification. Lessee shall, to the extent permitted by law, indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, to the extent caused by Lessee's negligence in the use, operation, ownership or possession of the Equipment, including claims for property damage, personal injury or wrongful death, and excluding any claims, liabilities, damages and expenses arising out of the negligent acts or omissions of Lessor. Lessee is a governmental entity under the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement may be construed as a waiver of any rights or defenses otherwise applicable to Lessee pursuant to the Act. Indemnification is limited to the amounts established in Section 63G-7-604 of the Act.

Section 10.2 Insurance. Lessee shall, at its sole discretion, either self-insure or maintain at all times during the Lease Term comprehensive general liability and property damage insurance with respect to the Lessee's operation or possession of the Equipment. The comprehensive general liability insurance limits shall be not less than the maximum limits for judgments provided for under the Governmental Immunity Act of Utah as set forth in Utah Code Ann. 63G-7-101 et seq, or any successor act, (such limits to be automatically increased as the related limits provided by State law are increased). In no event will the property insurance limits be less than the replacement cost with equipment of like kind and quality. Lessee shall furnish to Lessor a certificate of insurance or, if Lessee has self-insured, a letter or certificate regarding such self-insurance to be sent to _____.

Section 10.3 Damage to or Destruction of the Equipment. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent of insurance proceeds (including self-insurance) and legally available funds repair or replace (at the Lessee's sole discretion), the same at Lessee's cost within a reasonable time after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement or if sufficient amounts are not available, such proceeds will be paid to Lessor to the extent of the then remaining principal balance of the related Rental Payments of this Lease plus accrued interest to the date of payment. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Assignment and Sublease by Lessee. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment or the title thereto such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 Assignment by Lessor. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) written notice of any such assignment, transfer or other disposition is given to Lessee at least ten (10) days prior thereto (except that any assignment of this Lease at the time of execution thereof may be made by written notice at the time of execution); and (2) prior to any such assignment, transfer or other disposition, the name, address and the Federal Tax I.D. number of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease. Lessor shall pay all costs of such transfer and shall be responsible for notice to Lessee and provision to Lessee of the name, address and Federal Tax I.D. number of the assignee. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof. Lessor will not be required to provide notice of assignment of a lease if the lease is assigned to its parent company or any wholly owned subsidiary of the parent company and Lessor agrees that it will still service the assigned Lease.

Section 11.3 Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or fails to satisfy any representations, covenant, warranty, or obligation under this Lease, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation on Lessee's behalf, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon at a rate of the interest rate then in effect on this Lease plus 5% or the maximum amount permitted by law, whichever is less, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 Addresses. All notices to be given under this Lease will be made in writing and mailed by registered or certified mail, return receipt requested, (a) if to Lessee, at the Utah Transit Authority, 669 West 200 South, Salt Lake City, Utah 84101, Attention: Treasurer, and if to Lessor, at 1125 17th Street, Suite 300, Denver, Colorado 80202, Attention: David May, until either Lessee or Lessor gives written notice to the other specifying a different address. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and

(d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed.

Section 11.5 Manner of Payment. All payments by Lessee to Lessor hereunder will be made by check or fed wire transfer, or by other manner mutually acceptable to Lessor and Lessee.

Section 11.6 Nonwaiver. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 Severance Clause. Any provision in this Lease which is prohibited by law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 Amendments. This Lease may be amended only by a written document signed by Lessor and Lessee.

Section 11.10 Inurement. Subject to the restrictions in Sections 11.1 and 11.2 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 Governing Law. This Lease is governed by the laws of the State of Utah, without giving effect to any choice of laws rules.

Section 11.12 Prevailing Party. In the event an action or other proceeding is filed with respect to the rights and obligations of the parties to this Lease, any judgment rendered in such action or proceeding shall, to the extent permitted by law, include a sum for attorney's fees in favor of the prevailing party.

Section 11.13 Offset. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment.

Section 11.14 Interest. If any Rental Payment or other amount payable hereunder is not paid within 15 days of its due date, Lessee shall pay to Lessor, solely from and to the extent of legally available funds appropriated for such purpose, an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

Section 11.15 Nature of this Agreement. Lessor and Lessee agree that it is their intention that, (a) for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and (b) Lessor neither has nor will have any equity in the Equipment.

Section 11.16 Covenant Regarding Event of Taxability. Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth herein. An Event of Taxability shall occur upon the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

Section 11.17 Anti-Corruption Language.

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section, the following terms shall have the following meanings: “Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. “Person” means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. “Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions. “Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Section 11.18 Funding Conditions. Lessor shall have no obligation to fund any amounts under this Lease unless all reasonable conditions established by Lessor (“Funding Conditions”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the “Code”); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

Section 11.19 Offshoring. Certain services may be performed by Lessee or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lender deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

EXECUTED as of this December 2, 2020.

LESSEE:
UTAH TRANSIT AUTHORITY

By: _____
Name: Carolyn Gonot
Title: Executive Director

By: _____
Name: William C. Greene
Title: Treasurer

LESSOR:
JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

DRAFT



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT: Software Maintenance Agreement (Oracle JD Edwards/Mythics)			
AGENDA ITEM TYPE:	Expense Contract		
RECOMMENDATION:	Approve purchase and associated disbursements for Oracle JD Edwards software maintenance from Mythics for 5 years in the amount of \$1,030,862.78.		
BACKGROUND:	<p>The Oracle JD Edwards ERP system is used by all UTA Business Units for Payroll, Accounts Receivable, Accounts Payable, General Ledger, Procurement, Inventory Management, Asset Management, Maintenance Work Orders, Human Resources, among other modules.</p> <p>UTA expects to be utilizing this system for the next five plus years. Any research, procurement, and conversion to a new ERP would be greater than this five-year contract.</p>		
DISCUSSION:	<p>Mythics (Oracle reseller under Utah State Contract, AR867) will resell the Oracle JD Edwards software maintenance from Oracle for 5 years at a fixed price of \$206,172.55 per year. The total value of contract is \$1,030,862.78. Purchasing the annual maintenance from Oracle instead of through Mythics would incur an annual rate increase.</p> <p>This contract has a total value of \$1,030,862.78 and removes annual rate increase for the contract time-period, which is normally an increase of 3% to 5% per year.</p> <p>Total savings over the 5-year period without annual increases will be approximately \$73,478.25. The contract timeframe is 1/1/2021 through 12/25/2025 billed on a quarterly basis in arrears. This expense is currently budgeted in the 5-year OPEX budget in Technology under Contract Services and is not a new expense.</p>		
CONTRACT SUMMARY:	<table border="0"><tr><td>Contractor Name: Mythics</td><td>Contract Number: UTA Contract: 20-03386 Utah State Contract: AR867</td></tr></table>	Contractor Name: Mythics	Contract Number: UTA Contract: 20-03386 Utah State Contract: AR867
Contractor Name: Mythics	Contract Number: UTA Contract: 20-03386 Utah State Contract: AR867		

	<p>Base Contract Effective Dates: First year – 1/1/2021 to 12/31/2021 Second year – 1/1/2022 to 12/31/2022 Third year - 1/1/2023 to 12/31/2023 Fourth year - 1/1/2024 to 12/31/2024 Fifth year - 1/1/2025 to 12/31/2025</p>	<p>Extended Contract Dates:</p>
	<p>New/Total Amount Contract Value: \$1,030,862.78 (\$206,172.55 annually)</p>	
	<p>Procurement Method: Utah State Contract: AR867</p>	<p>Funding Sources: OPEX</p>
<p>ALTERNATIVES:</p>	<ul style="list-style-type: none"> - Renew with Oracle directly for higher current one-year rate with annual % increase. (Not recommended) - Acquire and convert to a new ERP solution. (Not recommended) 	
<p>FISCAL IMPACT:</p>	<p>Net saving over the five-year period is \$73,478.25. This is an annual budget item for Technology Contracted Services (5200.50353).</p>	
<p>ATTACHMENTS:</p>	<ol style="list-style-type: none"> 1) Purchase Order 2) Mythics quote for JDE software maintenance 3) Link to Utah State Contract: AR867 	



Utah: AR867

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Victoria Pirrone
Phone: (757) 233-8073
Fax: (757) 412-1060
Email: vpirrone@mythics.com

Company Name: Utah Transit Authority
Contact: Jason Allred
Email: JAllred@rideuta.com
Phone Number:

Quote Number: UTA 102020 FY21
Prepared On: October 26, 2020
Valid Through: December 31, 2020

DUNS #: 013358002
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34
NAICS: 51210

Please include this reference on a valid PO: This PO incorporates the terms of Mythics quote number UTA 102020 FY21 including the Utah: AR867 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
1	14488188	JD Edwards EnterpriseOne Accounts Payable	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
2	14488188	JD Edwards EnterpriseOne Accounts Receivable	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
3	14488188	JD Edwards EnterpriseOne Advanced Pricing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
4	14488188	JD Edwards EnterpriseOne Advanced Stock Valuation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
5	14488188	JD Edwards EnterpriseOne Agreement Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
6	14488188	JD Edwards EnterpriseOne Bulk Stock Inventory	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
7	14488188	JD Edwards EnterpriseOne Capital Asset Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
8	14488188	JD Edwards EnterpriseOne Configurator	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
9	14488188	JD Edwards EnterpriseOne Content Builder	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
10	14488188	JD Edwards EnterpriseOne Contract and Service Billing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
11	14488188	JD Edwards EnterpriseOne Fixed Asset Accounting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
12	14488188	JD Edwards EnterpriseOne Foundation - Address Book	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
13	14488188	JD Edwards EnterpriseOne Foundation - Order Processing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
14	14488188	JD Edwards EnterpriseOne Foundation - Work Order	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.70
15	14488188	JD Edwards EnterpriseOne General Ledger	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
16	14488188	JD Edwards EnterpriseOne HCM Foundation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
17	14488188	JD Edwards EnterpriseOne Human Resources Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
18	14488188	JD Edwards EnterpriseOne Inventory Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
19	14488188	JD Edwards EnterpriseOne Manufacturing - ETO Foundation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
20	14488188	JD Edwards EnterpriseOne Manufacturing - PDM	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
21	14488188	JD Edwards EnterpriseOne Manufacturing - Shop Floor	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
22	14488188	JD Edwards EnterpriseOne Procurement and Subcontract Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
23	14488188	JD Edwards EnterpriseOne Project Costing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
24	14488188	JD Edwards EnterpriseOne Quality Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
25	14488188	JD Edwards EnterpriseOne Real Estate Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
26	14488188	JD Edwards EnterpriseOne Requirements Planning	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69

27	14488188	JD Edwards EnterpriseOne Sales Order Entry	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
28	14488188	JD Edwards EnterpriseOne Sales Order Processing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
29	14488188	JD Edwards EnterpriseOne Service Management Foundation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
30	14488188	JD Edwards EnterpriseOne Technology Foundation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
31	14488188	JD Edwards EnterpriseOne Technology Foundation Upgrade	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
32	14488188	JD Edwards EnterpriseOne Us Payroll	1/1/2021	12/31/2025	1	Software Update License & Support	\$ 49,785.69
33	14488188	JD Edwards Solution Named Users	1/1/2021	12/31/2025	99999	Software Update License & Support	\$ 49,785.69
34	14488188	Jd Edwards World Accounts Payable	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
35	14488188	Jd Edwards World Accounts Receivable	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
36	14488188	Jd Edwards World Address Book	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
37	14488188	Jd Edwards World Advanced Forecasting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
38	14488188	Jd Edwards World Advanced Pricing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
39	14488188	Jd Edwards World Advanced Stock Valuation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
40	14488188	Jd Edwards World Agreement Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
41	14488188	Jd Edwards World Base Configurator	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
42	14488188	Jd Edwards World Bulk Stock Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
43	14488188	Jd Edwards World Capacity Planning	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
44	14488188	JD Edwards World Case Foundation Environment/Tool Kit	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
45	14488188	Jd Edwards World Cash Basis Accounting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
46	14488188	Jd Edwards World Computer Assisted Design	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
47	14488188	Jd Edwards World Computer Operations	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
48	14488188	Jd Edwards World Contract Billing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
49	14488188	Jd Edwards World Conversion Programs	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
50	14488188	Jd Edwards World Documentation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
51	14488188	Jd Edwards World Dream Writer	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
52	14488188	Jd Edwards World EDI	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
53	14488188	Jd Edwards World Electronic Burst & Bind	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
54	14488188	JD Edwards World Enterprise Facility Planning	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
55	14488188	JD Edwards World FASTR	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
56	14488188	JD Edwards World Financial Planning & Budgeting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
57	14488188	Jd Edwards World Financial Reporting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
58	14488188	Jd Edwards World Fixed Assets	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
59	14488188	Jd Edwards World General Ledger	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
60	14488188	Jd Edwards World Human Resources Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
61	14488188	JD Edwards World Inventory / OP Base	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -

62	14488188	Jd Edwards World Inventory Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
63	14488188	Jd Edwards World Multi-Currency - Base	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
64	14488188	Jd Edwards World Multi-Site Consolidations	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
65	14488188	JD Edwards World Plant And Equipment Maintenance Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
66	14488188	Jd Edwards World Procurement	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
67	14488188	Jd Edwards World Product Data Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
68	14488188	Jd Edwards World Project Change Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
69	14488188	Jd Edwards World Project Costing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
70	14488188	Jd Edwards World Quality Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
71	14488188	Jd Edwards World Real Estate Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
72	14488188	Jd Edwards World Requirements Planning	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
73	14488188	Jd Edwards World Sales Order Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
74	14488188	Jd Edwards World Security Officer	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
75	14488188	Jd Edwards World Shop Floor Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
76	14488188	Jd Edwards World Subcontract Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
77	14488188	Jd Edwards World Technical Aids	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
78	14488188	Jd Edwards World Technical Foundation	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
79	14488188	Jd Edwards World Time Accounting	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
80	14488188	JD Edwards World U.S. Payroll Processing	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
81	14488188	Jd Edwards World Warehouse Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
82	14488188	Jd Edwards World Work Order Management	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
83	14488188	Jd Edwards World World Writer	1/1/2021	12/31/2025	1	Software Update License & Support	\$ -
84	2567235	ORACLE SERVER V8 8.0	1/1/2021	12/31/2025	10	Software Update License & Support	\$ 14,080.61
85	21687904	JD Edwards EnterpriseOne One View Reporting for Capital Asset Management - Application User Perpetual	2/22/2021	2/21/2026	5	Software Update License & Support	\$ 3,009.75
86	21687904	JD Edwards EnterpriseOne One View Reporting for Financials - Application User Perpetual	2/22/2021	2/21/2026	5	Software Update License & Support	\$ 3,009.75
87	21687904	JD Edwards EnterpriseOne One View Reporting for Human Resources - Application User Perpetual	2/22/2021	2/21/2026	5	Software Update License & Support	\$ 3,009.75
88	21687904	JD Edwards EnterpriseOne One View Reporting for Payroll - Application User Perpetual	2/22/2021	2/21/2026	5	Software Update License & Support	\$ 3,009.75
89	21687904	JD Edwards EnterpriseOne One View Reporting for Procurement and Subcontract Management - Application User Perpetual	2/22/2021	2/21/2026	5	Software Update License & Support	\$ 3,009.75
90	21687904	JD Edwards EnterpriseOne One View Reporting Foundation - Application User Perpetual	2/22/2021	2/21/2026	10	Software Update License & Support	\$ 6,019.53
SULS SUBTOTAL							\$ 1,030,862.78

RECOMMENDED ON-DEMAND SERVICES:
 Ask me about our On-Demand Services

SUPPORT TOTAL		\$ 1,030,862.78
TOTAL (if also purchasing optional On-Demand services)		N/A

This quotation contains data that shall not be disclosed outside of Utah Transit Authority and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. Your order is subject to Mythics' acceptance.

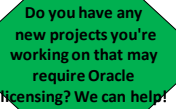
- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at <http://edelivery.oracle.com/>
- Support services are provided under Oracle's then current technical support policies located at <https://www.oracle.com/support/policies.html> and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Payment terms are Quarterly in Arrears

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote. Additional warranties are not accepted and considered to be null and void.

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This is not an exhaustive list, and additional terms may be identified for removal or non-application



Do you have any new projects you're working on that may require Oracle licensing? We can help!



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Emily Diaz, Financial Services Administrator
PRESENTER(S): Todd Mills, Sr Supply Chain Manager

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Merchant Services (Chase Paymentech)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Ratify the purchase order authorizing the Executive Director to execute a contract and associated disbursements with Chase Paymentech to become UTA's merchant service provider for all Ticket Vending Machines, through December 31, 2021 with an estimated contract value of \$329,500.
BACKGROUND:	<p>Since 2007, UTA has utilized TSYS, a third-party processor through Chase Paymentech, for merchant services. These services provide credit card processing at all UTA Ticket Vending Machines (TVMs).</p> <p>TSYS and Chase Paymentech cancelled their contract with each other effective September 30, 2020 leaving UTA without a merchant service vendor.</p> <p>The State of Utah holds a current contract with Chase Paymentech, which, per Utah Code, UTA was able to utilize, thereby expediting the procurement process and avoiding an interruption in UTA's ability to accept credit card payment for fares.</p> <p>In 2021, UTA will issue an RFP seeking a five-year contract for Merchant services. The request before the Board on December 2, 2020 allows UTA to continue providing uninterrupted TVM access for its riders until an RFP can be developed and a new vendor can be selected through a competitive bid process.</p>
DISCUSSION:	<p>In late August, UTA was notified that the contract between the merchant service provider (Chase Paymentech) and merchant service processor (TSYS) was going to expire on September 30, 2020. These services provide credit card processing at all UTA TVMs.</p> <p>UTA attempted to extend the TSYS contract to avoid service interruption but was unsuccessful. This meant that beginning September 30, 2020, UTA would be unable to process credit cards at TVMs until a contract with a new merchant could be executed.</p>

	<p>In mid-September, UTA reached out to Chase Paymentech to determine if they had the technical capacity to seamlessly transition merchant services to ensure uninterrupted acceptance of credit cards at UTA TVMs . Chase Paymentech was able to quickly assume all merchant processing functions through an existing State of Utah contract (PD1896). The transition was seamless and completely successful and credit card transactions were not interrupted.</p> <p>The estimated cost for these services is \$329,500. This includes \$66,000 for 2020 and \$263,500 for 2021. Services include per transaction fee; payment brand assessment fee; payment brand network fee; and estimated interchange fees.</p>	
CONTRACT SUMMARY:	Contractor Name: Chase Paymentech	Contract Number: 20-03355 State Contract PD1896
	Base Contract Effective Dates: September 30, 2020-December 31, 2021 (if needed)	Extended Contract Dates: N/A
	Existing Contract Value: N/A	Amendment Amount: N/A
	New/Total Amount Contract Value: \$329,500	
	Procurement Method: State Contract	Funding Sources: UTA
ALTERNATIVES:	Credit cards would not be able to be processed. RFP for merchant services for 2021. Cash only.	
FISCAL IMPACT:	The project is approved and will implemented by state contract #PD1896	
ATTACHMENTS:	1. Purchase Order (with link to state contract)	

Paymentech LLC PO Box 809001 Dallas TX 75380-9001		 Utah Transit Authority <i>An Equal Opportunity Employer</i>		PURCHASE ORDER NUMBER	OG	16538
				PO Number Must Appear On All Invoices And Shipments		
SEND INVOICE TO:		SHIP TO:		VENDOR NUMBER	PO DATE	
AP@RIDEUTA.COM		ATTENTION: RECEIVING		1500716	10/21/2020	
669 W 200 S		3600 S 700 W		801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com	Burton, Amanda	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 329,500.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00008607	10/21/20	1 EA	5800.50353.90	Chase Merch Fees 2020 Troy Bingham	8000.0000	8,000.00
2	00008607	10/21/20	1 EA	5800.50353.90	Chase Merch Fees 2021 Troy Bingham	32000.0000	32,000.00
3	00008607	10/21/20	1 EA	5800.50353.90	Pmt Brand Assessment Fee 2020 Troy Bingham	2000.0000	2,000.00
4	00008607	10/21/20	1 EA	5800.50353.90	Pmt Brand Assessment Fees 2021 Troy Bingham	6500.0000	6,500.00
5	00008607	10/21/20	1 EA	5800.50353.90	Pmt Brand Network Fees 2020 Troy Bingham	6000.0000	6,000.00
6	00008607	10/21/20	1 EA	5800.50353.90	Pmt Brand Network Fees 2021 Troy Bingham	25000.0000	25,000.00
7	00008607	10/21/20	1 EA	5800.50353.90	Interchange Fees 2020 Troy Bingham	50000.0000	50,000.00
8	00008607	10/21/20	1 EA	5800.50353.90	Interchange Fees 2021 Troy Bingham	200000.0000	200,000.00

This PO is issued pursuant to the terms and conditions of the Utah State Cooperative Contract PD1896 with Chase Bank.
[www.https://statecontracts.utah.gov/Home/Search](http://statecontracts.utah.gov/Home/Search)

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.



J.P.Morgan

Schedule A to Merchant Agreement

Merchant: **Utah Transit Authority**

NAPFINSCHEDAICPTCN1F 202005

Assumptions			
Transaction related assumptions		Other assumptions	
Payment Transaction Sales Volume	\$3,850,000	Number of locations	1
Chase Sales Volume	\$0	Authorization / Capture %	105.0%
Average Transaction Amount	\$5.00	Chargebacks as % of Sales Transactions	0.0300%
Debit / EBT Transactions	0	Billing Frequency	Monthly
Conveyed Transactions	20,000		
Safetech Encrypted Items	1		
Target	MasterCard:	Public Sector	MUPS
Qualification	Visa:	CPS Retail 2 (Emerging Markets)	VCR2
Level:	Discover:	PSL Public Services - Core	D161

1. Transaction Processing Fees		
Chase Transaction Fees *	Discount Rate	Transaction Fee
Chase Debit Merchant Discount Rate (based on Total Sales) **	0.0900%	\$0.2570
Chase Credit Merchant Discount Rate (based on Sales minus Returns) **	1.9500%	\$0.1260
Chase PIN Debit Merchant Discount Rate (based on Total Sales)	N/A	N/A

* Applicable only to "Chase Transactions" as defined in the Agreement (i.e. Transactions processed over ChaseNet).

** In the event Merchant receives a Chargeback with respect to a Chase credit Transaction or Chase signature debit Transaction, Chase will rebate to Merchant the applicable Chase Transaction Fees set forth above (unless such Chargeback is reversed in Merchant's favor, in which case the applicable Chase Transaction Fees will be and remain payable by Merchant to Chase).

Payment Brand Interchange & any incremental discount rate % – MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. Payment Brand interchange rates can be accessed by visiting the Support & Resources section of Chase Merchant Service's website, and selecting "Interchange".	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	N/A
PIN Debit, PINLess Debit, and/or EBT Network Fees	All standard Debit Network Fees will be assessed
Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Payment Brand Assessments			Payment Brand Network Fees		
			Credit	Debit	
MasterCard	Credit transactions < \$1000 and all Debit transactions	0.130%	\$0.0195	\$0.0195	MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)
	Credit transactions > \$1000	0.140%			
Visa	Debit transactions	0.130%	\$0.0195	\$0.0155	Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)
	Credit transactions	0.140%			
Discover		0.130%	\$0.0395	\$0.0355	Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)
			\$0.0195	\$0.0195	Discover Data Usage Fee

Payment Brand Fees			
MC Connectivity Fee* (per Transaction and Authorization)	\$0.0014	VI Financial Transaction Fee	\$0.0018
MC Reporting & Infrastructure	\$0.0003	VI Reporting & Data Transfer	\$0.0002

*In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.

Customer initials		Please initial to acknowledge pg. 1 of the Schedule A pricing sheet
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Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	\$0.0300
PINLess Debit per transaction	N/A
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	\$0.0300
Visa per authorization	\$0.0300
Discover per authorization	\$0.0300
JCB per authorization	N/A
American Express per authorization	\$0.0300
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	\$0.0100
Encryption & Tokenization Fees	
Safetech Encryption per transaction	\$0.02000
Safetech Tokenization per transaction	N/A

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee ¹	N/A
Monthly Minimum Fee ²	\$25.00
Monthly Helpdesk Fee	N/A
Online Reporting Tool	N/A
Safetech Encryption ³	N/A

Periodic Fees	
Annual Fee	N/A
Payment Brand Fees	
Visa Fixed Acquirer Network Fee ⁴	Varies
MC Merchant Location Fee ⁵	\$1.25

Frame Relay: N/A

Setup Fee	N/A
Third Party Setup Fee	N/A

Monthly Fee	N/A
Third Party Monthly Fee	N/A

- 1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.
- 2 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.
- 3 – If Merchant obtains point of sale device(s) from Chase for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of \$10.90 per Verifone device; (b) a one-time fee of \$10.00 per Ingenico device; and (c) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Chase or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.
- 4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.
- 5 – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed quarterly based on the previous 3 months activity.

JPM Payments Platform			
JPM Payments Platform Transaction Fee	N/A	JPM Payments Platform Monthly Fee	N/A
JPM Payments Platform Setup Fee	N/A		

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	\$5.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.50	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	\$0.0500	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	\$25.00	Charged when Chase is unable to debit fees from your account

Customer initials DS TB Please initial to acknowledge pg. 2 of the Schedule A pricing sheet

3B. Per Request Fees: Charged every time you request one of the below items		
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee	\$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase.

Statement Type:	Resource Online	No Statement / No Recap	Statement Frequency:	N/A
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4. Payment Brand Fees – Per Incidence		
MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
Discover Network Authorization Fee	\$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	\$0.010	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	\$0.010	
MC Card Validation Code 2 Fee	\$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	\$0.030	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.03	
Visa Zero \$ Account Verification Fee	\$0.025	
MC Processing Integrity Fee Pre Authorization	\$0.045	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final Authorization is \$0.04
Final Authorization *	0.250%	
Visa Misuse of Authorization Fee	\$0.093	
Visa Zero Floor Limit Fee	\$0.20	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee – Credit	\$0.10	Charged on Visa transactions that do not meet qualification criteria for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee – Debit / Prepaid	\$0.10	
MC Ineligible Chargeback Blocking Fee	\$3.00	Charged when a fraud related Chargeback is blocked by MasterCard.
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	\$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.
Visa Global B2B Virtual Payment Service Fee	1.55%	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.
MC Humanitarian Program Fee	0.25%	Applies to transactions qualifying at the MasterCard Humanitarian Prepaid card interchange category. When this fee applies, other MC Payment Brand fees will be waived.
MC Freight Program Fee	#N/A	Applies to Freight transactions qualifying at the Freight Program interchange category.

5. Other Fees			
Fee Description	Amount	Fee Description	Amount

Customer initials DS TB Please initial to acknowledge pg. 3 of the Schedule A pricing sheet

Equipment Swap Fees		
Type	Description	Fee
Refund for Returned Equipment	A full refund will be provided on POS Terminals, Tablet Hardware and Tablet Accessories that are returned within ninety (90) days of purchase.	
Replacement Fee (swap)	In warranty POS Terminals, Tablet Hardware and Tablet Accessories ¹	\$50.00
Replacement Fee (swap)	Out of warranty POS Terminals, Tablet Hardware and Tablet Accessories: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	\$100 - \$1,000
Encryption Fee	Safetech	\$34.95
Late Fee	For all equipment returned late, or not returned	Up to \$1,000

¹\$50.00 swap fee applies to POS Terminals, Tablet Hardware, and Tablet Accessories that are in warranty at the time of the swap; provided that the POS Terminals are compliant with the latest Payment Card Industry standards and supported by CMS.

Amount payable upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Support & Resources section of Chase Merchant Service's website, and selecting "Interchange".

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

6. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application

Troy Bingham

Comptroller

Print Name

Title

DocuSigned by:

x 
Signature

September 14, 2020

Date

Please ensure you have initialed pages 1, 2 and 3



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
 Kevin Anderson, Facilities Maintenance Manager

BOARD MEETING DATE: December 2, 2020

SUBJECT: Snow Removal Services Extension (Roth Landscaping)		
AGENDA ITEM TYPE:	Expense Contract Change Order	
RECOMMENDATION:	Approve one-year option and authorize Executive Director to execute contract and associated disbursements with Roth Landscaping for snow removal services at 30 Salt Lake County locations in amount of \$150,687	
BACKGROUND:	<p>This three-year contract with two one-year options was executed in 2017 before the current UTA Board of Trustees were in place with a total five-year value of \$850,000. The scope of this contract is for snow removal services at 30 Salt Lake County locations. Properties include TRAX stations, park and ride lots, and the West Valley Intermodal Hub. Sidewalks leading to the train platforms are also included in the contract. Due to training requirements, UTA Facilities Maintenance employees will perform the snow removal tasks on the actual train platforms.</p> <p>The original contract was advertised via invitation for bid and was awarded to the lowest bidder. Performance of the contractor over the initial 36 month period has been excellent, and UTA Staff recommends extending the contract for one-year.</p>	
DISCUSSION:	UTA staff is requesting approval of one-year extension to existing contract with Roth Landscaping for snow removal services at 30 Salt Lake County locations in amount of \$150,687. To date, the total amount spent for the first three years is \$452,060, with the average annual expenditures of \$150,687 which is the estimated amount for the one-year extension. This amount obviously depends a great deal on the actual snow fall this winter season. The one year extension will bring the contract value to \$602,747. This will leave \$247,253 for the second year option on the five-year \$850,000 contract.	
CONTRACT SUMMARY:	Contractor Name: Roth Landscaping	Contract Number: 17-2384TB-1
	Base Contract Effective Dates: November 22, 2017 through November 30, 2020	Extended Contract Dates: November 30, 2020 through November 30, 2021

	Existing Contract Value: \$452,060	Amendment Amount: \$150,687
	New/Total Amount Contract Value: \$850,000 (\$607,747 + \$247,253 remaining)	
	Procurement Method: Invitation for Bid (IFB, Low Bid)	Funding Sources: Facilities 2021 Operating Budget
ALTERNATIVES:	Conduct another IFB for snow-removal services	
FISCAL IMPACT:	Included in the 2021 Facilities Operating budget	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Original Contract/RFP 2) Contract Extension 	



669 West 200 South

Salt Lake City, UT 84101

Roth Landscaping
Attn: Dayton Roth / Chris Roth
781 W 14600 S
Bluffdale, UT 84065

October, 20 2020

Contract Change Order CO1, 17-2483-2TB: Snow Removal Salt Lake Valley
Properties

1. Exercise Option to Extend Contract 17-2483-2TB through November 30, 2021.
Pricing and procedures remain unchanged.
2. All other terms and conditions remain unchanged.

Dave Hancock
Director of Asset Management

Carolyn M. Gonot
Executive Director

Mike Bell
UTA Legal Counsel





Part 1 - Project Specific Information

GENERAL OVERVIEW

A. CONTRACT PERFORMANCE PERIOD:

Contract performance will commence on or before October 1, 2017. Performance under this contract will be for a period of three (3) years with the possibility of two (2) one (1) year options.

B. OPTION TO EXTEND THE TERM OF THE CONTRACT:

UTA shall have the unilateral right, or option, to extend the term of the contract for two separate one (1) year periods. Proposers shall submit, with their original proposals, pricing for each option year. Option year pricing shall be provided separately and clearly identified as option year pricing (Bid Schedules attached). Failure to provide option year pricing separately may render the proposal non-responsive. UTA will provide a minimum thirty (30) calendar day notice on the exercise of options.

C. EVALUATION OF OPTIONS:

Except when it is determined not to be in UTA's best interest. UTA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of the options will not obligate UTA to exercise the option(s).

D. STATEMENT OF WORK (SOW):

The snow removal will be awarded by area. Do not push snow in parking lots unless there is more than 2 inches of snow fall. **If snow removal is done with 2 inches of snow or less on the ground WITHOUT being asked by a facility's Supervisor UTA will not pay for it.** Quote must include use of mechanical snow removal for sidewalks (NO SHOVELING BY HAND). Please quote parking lots per push and sidewalks by hour

E. SAFETY DATA SHEETS (SDS):

Any and all Material Safety Data Sheets (MSDS) applicable to any item or product called for under this proposal, or required for use on UTA property as a result of this proposal, must be submitted either with the contractor's proposal, or prior to the bid opening date under a separate cover letter, for approval. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval. A contractor's failure to submit an MSDS with their proposal may render their proposal non-responsive for that item.

MSDS's must be complete; products or materials will be approved or disapproved for use by UTA or on UTA property as a result of their review.



Part 2 – Procurement Process

BIDS

A. Submission Requirements.

1. Any alteration, interlineation, or erasure by the bidder in the form of the IFB documents as originally prepared by UTA may be treated as non-responsive. Conditional bids or those that take exception to the IFB documents or Specifications may be treated as non-responsive.
2. **Bid Submission.** Your bid must be received no later than the time and date set forth in the IFB Schedule. Bids received by UTA after the time and date specified will be considered non-responsive.
3. **Signatures.** Bids must be signed by a duly authorized official of the firm. Bids submitted by consortiums, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the consortium, joint venture, or team.
4. **Omissions from IFB.** Should UTA omit any item from this IFB that is necessary to a clear understanding of the work, or should it appear that various provisions are inconsistent or in conflict, then the Bidder shall request clarification from UTA before the Inquiry Deadline identified in IFB schedule.
5. **Unbalanced Bids.** Bids that, in the opinion of UTA, are unbalanced so that each item does not reasonably carry its own proportion of cost, or which contain inadequate or unreasonable prices for any item, may be rejected.
6. **Withdrawal of Bids.** A Bidder may withdraw its bid at any time prior to the bid opening by written, or email notice received in the office designated in the IFB not later than the exact time set for opening of bids.

B. Content Requirements.

1. All bids must include the signed Addenda acknowledgements, which should list all addenda received. Failure to provide this acknowledgement form or list addenda may cause the bid to be rejected as non-responsive.
2. All bids must include the completed forms and certifications, as applicable. All specifications of the vehicles need to be included.

C. Prices Quoted and Discrepancies.

All prices must be quoted at a firm price, FOB, Utah Transit Authority, 3600 South 700 West, Salt Lake City, Utah 84119, delivered to and

accepted by UTA. Where both the written word and numerical dollar amounts are reflected on the bid form, the written word amount is the amount that controls and that shall be publicly read. In cases of discrepancy between the unit price and the computed total price, the unit price alone will be considered as representing the Bidder's intention.

AWARD PROCESS

A. Evaluation Criteria.

Bids will be evaluated based on the responsive, responsible low Bidder, and vehicle specifications that are met.

UTA will investigate responsibility, responsiveness, cost, vehicle specifications, and price as necessary to determine whether a bidder is qualified. A bidder's failure to supply information promptly as requested by UTA pursuant to that investigation shall be grounds for disqualification and rejection of its bid.

In order for UTA to evaluate responsibility, consideration will be given to such matters as a bidder's/proposer's integrity, compliance with public policy, record of past performance and financial and technical resources.

In defining responsibility, the illustrative standards that a prospective contractor must meet include:

1. Having adequate financial resources to perform the contract, or ability to obtain them;
2. Being able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and governmental business commitments;
3. Having a satisfactory performance record;
4. Having a satisfactory record of integrity and business ethics;
5. Having the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to perform them;
6. Having the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
7. Being otherwise qualified and eligible to receive an award under applicable laws and regulations.

Further information from the bidder/proposer may be required in the special provisions.

B. Notifications to Unsuccessful Bidders.

1. Post-Award Notices. The Contract Buyer shall notify unsuccessful bidders in writing post-award.

C. One Responsive Bid is Received:

1. If UTA receives only one responsive bid, UTA reserves the right to negotiate this contract with the sole responsive bidder.

2. As a condition of UTA's entering into negotiations with the Bidder, and as a matter of continuing responsiveness to the IFB, the Bidder shall submit detailed cost and price data to UTA, and shall allow UTA to verify the data.
3. UTA will use the cost and price data to determine whether the bid price is fair and reasonable. UTA will not award the contract to the bidder if UTA determines that the bid price is not fair and reasonable, unless UTA and the bidder negotiate a price that is fair and reasonable.



Part 3 – Standard Terms of Solicitation

A. INSTRUCTIONS TO BIDDERS

1. Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

2. Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Proposals in accordance with this IFB may render the Bid unacceptable or non-responsive. UTA may, in its sole discretion, waive minor irregularities in a Bid that do not alter the quality or quantity of the information provided.

3. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), procurement information related to this procurement will not be made public until after execution of the Contract with the successful Bidder. Procurement information includes the Bids submitted by Bidders in response to this IFB and any accompanying documentation, as well as records maintained by UTA during the procurement process.

UTA will maintain a process to ensure confidentiality for the duration of this procurement. If the Bidder submits information in its Bid that it believes is "trade secret," the Proposer must follow the procedure set forth in Section 63G-2-309 of GRAMA.

Additionally, for ease of Bidd evaluation, UTA requests that each Bidder also follow the steps identified below:

- a) Clearly mark all trade secret information as such in its Bid at the time the Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder's determination that certain records are trade secret information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the trade secret information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no trade secret information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no trade secret information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Proposer agrees that this indemnification survives as long as the trade secret information is in possession of UTA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to UTA for the errant release of trade secret information by UTA under any circumstances.

4. Submitting Questions to UTA

Questions and Requests for changes to the IFB must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA's answers to timely questions will be posted on the SciQuest Q&A page.

5. Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals must be submitted with the Bid, and must be on Form Q (Part 5, Forms). Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA will only assess requests for approved equals if the price of the substitute product is lower than the price offered by other bidders for the product specified in the IFB.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

6. Addenda to the Invitation for Bids

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB which will be posted to SciQuest.

7. Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

8. Withdrawal of Bids

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

9. Cost of Bids

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

10. Examination of Invitation for Bids

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

11. Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

12. Disclosure of Organizational Conflict of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

13. No Collusion

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

A. SELECTION PROCESS

1. Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

2. UTA's Procurement Options

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Cancel the invitation for bids without awarding a contract.

3. Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive.

4. Responsibility

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

5. Checking References.

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

6. Requests for Clarification

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

B. PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-101 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service or by certified or registered mail, addressed as follows:

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Robert Biles, Procurement Officer
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

All protests must include:

- The name and address, and email address of the protester;

- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is subject to an administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees
c/o Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Board Coordinator
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



Part 4 – Contract Terms

For purposes of this Part 4, the term "Contractor" means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the "supplier", "vendor", "consultant", "bidder", "proposer", or some other term.

1. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: Utah law governs this contract. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

2. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

3. RECORDS ADMINISTRATION: The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor shall retain the those records for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to this contract, for audit, inspection, and monitoring of services. Such access must be during normal business hours, or by appointment.

4. CONFLICT OF INTEREST: Contractor states that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded this contract.

5. INDEPENDENT CONTRACTOR: Contractor is an independent Contractor, and as such has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for UTA, except as expressly set forth in this Contract. Compensation stated in this Contract is the total amount payable to the Contractor by UTA. The Contractor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for these contract goods or services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of the Contractor.

6. STANDARD OF CARE. Contractor shall perform any services to be provided under this Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

7. TERMINATION:

a. Termination for Convenience. UTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.

b. Termination for Default. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the UTA may terminate this contract for default. To terminate for default, UTA must serve a notice of termination on the Contractor describing the nature of the Contractor's default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by UTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, UTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. UTA may, in the case of a termination for default, allow the Contractor a period of time, to be determined by UTA, to cure the default (that period of time, the "Cure Period"). In such case, the notice of termination will state the time period in which cure is permitted and other conditions deemed appropriate by UTA. If Contractor fails to remedy the default to UTA's satisfaction within the Cure Period, UTA may immediately terminate the Contract for default. Termination for default will not preclude UTA from also pursuing all available remedies against Contractor and its sureties for the default.

8. SALES TAX EXEMPTION: The goods or services purchased by UTA under this contract are exempt from sales and use tax.

9. DELIVERY: Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage remains with Contractor until final inspection and acceptance, when responsibility will pass to UTA, except as to latent defects, fraud, and Contractor's warranty obligations.

10. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the UTA at times and places determined by the UTA. If UTA finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, UTA may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

11. INVOICING AND PAYMENT: The Contractor shall submit itemized invoices to UTA within 30 days of delivery of goods or services. The UTA contract number and/or purchase order number, along with the contract item number, must be listed on all invoices, freight tickets, and correspondence relating to the contract. Invoices for services or construction must indicate the time period covered by the invoice. The prices paid by UTA will be those prices listed in the contract. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.

12. WARRANTY: The Contractor warrants all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to UTA under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that UTA has relied on the Contractor's skill or judgment to consider when it advised UTA about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under this contract.

13. INDEMNIFICATION: Contractor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of the Contractor, its employees, subcontractors or volunteers, except to the extent caused by the negligent acts or omissions of UTA.

14. INSURANCE: Contractor shall carry insurance with policy limits no less than two million per occurrence and four million in the aggregate. Contractor shall provide proof of insurance to UTA and must add UTA as an additional insured with notice of cancellation.

15. PATENTS, COPYRIGHTS, ETC.: Contractor will release, defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from the Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

16. ENVIRONMENTAL RESPONSIBILITY: UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its activities, products, or services might affect UTA's ability to maintain the obligation of the EMS. A partial list of these activities, products or services is available at the UTA website www.rideuta.com. If UTA determines that the activities, products, or services under this Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents.

The Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

17. PUBLIC INFORMATION: Contractor acknowledges that the contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for this contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

19. WRITTEN AMENDMENTS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto.

20. ASSIGNMENT: Contractor shall not assign, sell, or transfer any interest in this Contract without the express written consent of UTA.

21. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

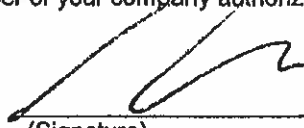
22. WAIVER: Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of this Contract.

23. ENTIRE AGREEMENT: The Contract of which these UTA Standard Contract Terms are a part, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of this Contract prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of this Contract.

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the RFP (including any amendments), for the price set forth on Contractor's Price Proposal Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Roth Landscapes Services
(Contractor's Name)


(Signature)

781 W 14600 S
Bluffdale, UT 84065

Michael John Marcus
(Print Name)

(Contractor's Address)

Operations Manager Landscape Maintenance.
(Title)

27-4404900
(Contractor's EIN)

11/22/17
(Date)

C. UTA'S ACCEPTANCE


By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the RFP, including any amendments, and Contractor's Proposal. No additional contractual documents are necessary. In the event of a conflict between the RFP and Contractor's Proposal, the terms of the RFP shall govern. The effective date of the Contract is the date of the last signature on this page.


Paul Edwards
Director of Assets Management


Jerry Benson
President / CEO

1/5/17
(Date)

1-5-18
(Date)


Approved as to Form
UTA Legal Counsel



November 22, 2017

Roth Landscaping
Attn: MJ Macias
3644 West Pioneer Road
Ogden, UT 84404

NOTICE OF CONTRACT AWARD

Contract 17-2384-2TB is hereby awarded to your firm for Snow Removal per the attached Price Schedule. This award is based on the proposal you submitted against our request for Proposal (RFP) 17-2384TB. Contract performance will be for the period of November 22, 2017 through November 30, 2020. Those items awarded under this Contract are per the attached Price Schedule.

This Notice constitutes the Contract Award and Issuance of the Notice to Proceed for Contract 17-2384-2TB. The Contract is being processed and a copy will be forwarded for your file once the appropriate signatures are obtained. All documentation and invoicing should reference the Contract number and line item on the contract.

Feel free to contact me at 801-287-3052 if you have any questions. Thank you for supporting the Utah Transit Authority.

Trent Blair
Contract Buyer

Attach: 17-2129TB Price Schedule



**PRICE SCHEDULE
ATTACHMENT 2**

AREA 2	Roth
MURRAY CENTRAL	
PARKING AREA	\$680.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$970.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

MURRAY NORTH	
PARKING AREA	\$285.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$575.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

MEADOWBROOK TRAX	
PARKING AREA	\$440.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$730.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

MILLCREEK	
PARKING AREA	\$340.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$630.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

CENTRAL POINT	
PARKING AREA	\$180.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$470.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

BALL PARK	
PARKING AREA	\$305.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$595.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

DECKER LAKE	
PARKING AREA	\$310.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$600.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

WEST VALLEY HUB	
PARKING AREA	\$240.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$530.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

P&R Lot 3900 S	
PARKING AREA	\$165.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$455.00

ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

BRT P&R 5600 W	
PARKING AREA	\$365.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
<u>TOTAL</u>	\$655.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

AREA 3	Roth
BINGHAM JCT	
PARKING AREA	\$295.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
<u>TOTAL</u>	\$585.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

HISTORIC GARDNER	
PARKING AREA	\$210.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
<u>TOTAL</u>	\$500.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

WEST JORDAN CITY CNTR	
PARKING AREA	\$265.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
<u>TOTAL</u>	\$555.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

SUGAR FACTORY RD	
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PARKING AREA	\$295.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
TOTAL	\$585.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

JORDAN VALLEY	
PARKING AREA	\$175.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
TOTAL	\$465.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

4800 W BINGHAM	
PARKING AREA	\$235.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
TOTAL	\$525.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

5600 W BINGHAM	
PARKING AREA	\$330.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
TOTAL	\$620.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

SOUTH JORDAN PKWY	
PARKING AREA	\$295.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	\$240/Ton
TOTAL	\$585.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

DAYBREAK	
PARKING AREA	\$365.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$655.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

10351 SO JORDAN GATEWAY	
PARKING AREA	\$240.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$530.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

12997 S DRAPER	
PARKING AREA	\$145.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$435.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

AREA 4

Roth

9400 SOUTH DRAPER	
PARKING AREA	\$280.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$570.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

DRAPER TOWN CENTER	
PARKING AREA	\$330.00

SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$620.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

KIMBALLS LANE	
PARKING AREA	\$235.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$525.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

CRESCENT VIEW	
PARKING AREA	\$225.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$515.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

SANDY CIVIC CNTR	
PARKING AREA	\$365.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$655.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

HISTORIC SANDY	
PARKING AREA	\$225.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
TOTAL	\$515.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

MIDVALE CENTER	
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PARKING AREA	\$310.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
<u>TOTAL</u>	\$600.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

MIDVALE FORT UNION	
PARKING AREA	\$350.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
<u>TOTAL</u>	\$640.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36

FASHION PLACE	
PARKING AREA	\$310.00
SIDEWALKS (PER HR)	\$50/\$65
DE-ICING (PER TON)	<u>\$240/Ton</u>
<u>TOTAL</u>	\$600.00
ROCK SALT	\$0.12/lb
ICE MELT	\$0.36



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: December 2, 2020

SUBJECT:	TDX 3.0 Upgrade – Light Rail and Commuter Rail (Modern Communication Systems)
AGENDA ITEM TYPE:	Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute change order and associated disbursements with Modern Communication Systems (MCS) to update UTA’s existing TDX train dispatching software for both Light Rail and Commuter Rail systems in the amount of \$3,408,261.
BACKGROUND:	MCS (now Modern Railway Systems) is the owner and developer of the TDX software. This is a sole source three-year contract. The contract began in December 2019 and will expire in December 2022. This request is to exercise an option in the contract to upgrade UTA’s TDX software. The suggested upgrades will provide additional safety measures while dispatching trains, managing work permits and maintenance activities in and around UTA’s Light Rail and Commuter Rail systems. This upgrade includes the integration of the Traction Power and electrification information to be utilized within the Light Rail dispatch office. This upgrade also includes an update to UTA’s Traction Power Supervisory Control and Data Acquisition (SCADA) system. The upgrade will also reduce the labor burden for Positive Train Control (PTC) reporting by automating and consolidating data processing tasks.
DISCUSSION:	<p>UTA Staff is requesting approval of a change order with MCS to update UTA’s existing TDX train dispatching software for both Light Rail and Commuter Rail systems in the amount of \$3,408,261. Additional details regarding the project are as follows:</p> <p>Commuter Rail TDX Upgrade from v2 to v3</p> <p>The v3 upgrade for the FrontRunner TDX system will utilize the recently updated servers at Warm Springs Rail Sever Center. The new software for FrontRunner will have the ability to perform forms-based functions and integration. The PTC project has required extensive manhours to input, review, clean, process and submit data to the FRA. The intent of v3 of TDX at FrontRunner will be to automate and significantly reduce the number of labor hours required to analyze data for PTC reporting.</p>

	<p>Light Rail TDX Upgrade from v1 to v3</p> <p>The v3 upgrade for the Light Rail TDX system will update all existing servers with industry standard application and database servers. The existing servers have been in service for multiple years and have had a history of hard drive and other failures. The new software for Light Rail will have the ability to perform forms-based functions and integration. This upgrade will also integrate electrification information from the Traction Power and Overhead Catenary System (OCS). This will allow the dispatchers to see real-time status of the electrification system on Light Rail. UTA will also be replacing the aging TPSS SCADA system with this new TDX software. UTA’s existing SCADA system only accommodates approximately two thirds of UTA’s Traction Power substations and does not have any OCS information currently. This upgrade will integrate every Traction Power substation and all available OCS data in the new SCADA system. This upgrade includes the hardware and configuration changes required to bring the existing Siemens TPSS locations SCADA information into the TDX 3.0 server.</p> <p>This upgrade will also introduce new safety features for dispatchers and Maintenance of Way workers. Permits will be handled and executed through TDX, thus ensuring that all permits are linked to the correct work zone. This will help mitigate close-call and incidents along the FrontRunner and TRAX alignments.</p>	
<p>CONTRACT SUMMARY:</p>	<p>Contractor Name: Modern Communication Systems</p>	<p>Contract Number: 19-3174</p>
	<p>Base Contract Effective Dates: December 1, 2019 to December 31, 2022</p>	<p>Extended Contract Dates:</p>
	<p>Existing Contract Value: \$1,213,446</p>	<p>Amendment Amount: \$3,408,261</p>
	<p>New/Total Amount Contract Value: \$4,621,707</p>	
	<p>Procurement Method: Sole Source</p>	<p>Funding Sources: Capital Budget (SGR403)</p>
<p>ALTERNATIVES:</p>	<p>Continue using current software without the modern safety and permitting features provided by V3.</p>	
<p>FISCAL IMPACT:</p>	<p>The budget for this project has been accounted for in 2021 UTA Capital SGR budget.</p>	
<p>ATTACHMENTS:</p>	<p>1) Contract 2) Link to original contract in Board meeting packet for 12/18/2019</p>	

November 10, 2020

Modern Communications Systems Inc.
8201 Southpark Ln, Ste 200
Littleton, CO 80210

ATTENTION: Ben Martinez
bmartinez@modcommsystems.com

(Sent via email only)

RE: Change Order No. 1 to UTA Contract 19-03174 - Front Runner and TRAX TDX Version 3 Upgrades & Siemens Substation TDX Interface Upgrades

Contract Modification No. 1

Dear Mr. Martinez,

The purpose of this letter is to modify the current TDX Contract 19-031074 between Modern Railway and Utah Transit Authority (UTA) dated December 1, 2019 (“the Contract”) as described below and also to mutually acknowledge the commencement of the second option period under the Contract. :

1. The Contractor is hereby authorized to perform the work described in Contractor’s October 22, 2020 Proposal described as “Version 3 Upgrades & Siemens Substation TDX Interface Upgrades” and as described in the UTA Statement of Work Prepared by UTA Systems Engineering dated 10/16/2020 and described as TDX 3.0 Upgrade - Scope of Work. In the event of a conflict between UTA’s SOW and the Contractor’s proposal, UTA’s SOW will prevail.
2. All work under this Modification No. 1 shall be accomplished for the firm fixed price of \$3,408,261.00.
3. The period of performance shall be from December 3, 2020 to December 31, 2021.
4. UTA and Contractor acknowledge that the Parties will begin the 2nd option period of performance under the Contract which begins on December 1, 2020 and ends on December 1, 2021.

All other terms and conditions of this Contract not affected by paragraphs 1 through 4 above shall continue in full force and effect.


If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Carolyn M. Gonot
Executive Director

By: _____ Date: _____
Eddy Cummins
Chief Operating Officer

MODERN COMMUNICATIONS SYSTEMS INC.

By:  _____ Date: 11/13/20
Paul Rieger, President

Approved as to form and content

Michael Bell
Assistant Attorney General
UTA Counsel

TDX 3.0 Upgrade - Scope of Work

Scope Overview

UTA seeks to upgrade the existing TDX software on all office systems for both TRAX and Frontrunner. Additional hardware will be upgraded, as well. The existing TRAX system will upgrade from TDX version 1.0 to version 3.0. The existing Frontrunner system will upgrade from TDX version 2.0 to version 3.0. The new system must be fully configured, designed, tested, commissioned and deployed by the contractor. Existing fiber infrastructure will be utilized for communication. However, new modules and network switches may be required. The contractor will be required to update the TDX Human Factor Analysis (HFP) and the PTC Safety Plan (PTCSP) documents for Frontrunner.

The new system must:

- Be fully integrated with the existing Siemens traction power systems and must display traction power status (energized/deenergized).
- Be configured to easily accept new TPSS sites. 50 TPSS sites in total.
- Include addition reporting capabilities.
 - Reports to be customized per discussion with UTA and the contractor.
 - Separate reports will be needed for TRAX and Frontrunner.
- Include TDX data backup and storage (database).
- Include an additional workstation installed in the MOW area with full TPSS controls.
 - This unit to replace existing SCADA. Should have near equivalent control capabilities as the current SCADA system.
- Include detailed personnel training.
- Comply with PTC regulations and not affect the safety of all train movements.

Software Licensing

All software to be procured, installed and integrated by contractor:

Description		Trax		FrontRunner
Redundant Database	2	SQL Server 2019 Standard - Clustered	2	SQL Server 2019 Standard - Clustered
Report Database	1	SQL Server 2019 Standard	1	SQL Server 2019 Standard
Combined Server	1	SQL Server 2019 Standard	0	
Virtual SAN data store	2	SIOS DataKeeper – Cluster Edition	2	SIOS DataKeeper – Cluster Edition
TDX WorkStations	7	TDX WorkStations	4	TDX WorkStations
TDX Servers	2	TDX Servers including modules:	2	TDX Servers including modules:
		TPSS module		E-ATC modules
		Train Tracking		Train Tracking
		Forms Based Dispatch		Forms Based Dispatch
		Playback		Playback
		Scheduler		Scheduler
		Reporting		Reports
		Remote Notification		Remote Notification

Hardware

All hardware to be procured, installed and integrated by contractor:

Description	Qty	Trax	QTY	FrontRunner
HP DL360GEN10 4110 1P 8SFF SOLN SVR 1U rack server (or later generation) each with:				
- HD Type (see type & quantities below):				
1. HPE Mixed Use - Multi Vendor - solid state drive - 480 GB - SATA 6Gb/s				
2. HPE Read Intensive - Multi Vendor - solid state drive - 960 GB - SATA 6Gb/s				
- OS WIN SVR ESSENTIALS 2019 SGL OLP 1 LIC				
	2	Database Servers	2	Database Servers
	8	HD Type 1.	8	HD Type 1.
	2	Application Servers	0	(existing)
	4	HD Type 1.	4	HD Type 1.
	1	Report & Util Server	1	Report & Util Server
	2	HD Type 1.	2	HD Type 1.
	6	HD Type 2.	6	HD Type 2.
	1	Combined warm standby	0	NA
	2	HD Type 1.	0	NA
		Spares		Spares
	1	HD Type 1.	1	HD Type 1.
	1	HD Type 2.	1	HD Type 2.
KVM and required cables				
	1	KVM		(existing)
HP – Z420 Workstation Class (or later generation) each with:				
- 512 GB SATA 2.5" SSD				
- 16 GB Memory				
- Intel Xeon processor: Intel® Xeon® E5-1603 v4 (2.8 GHz, 10 MB cache, 4 cores)				
- Windows 10 Pro or later				
- 5 Monitors for each WS: HP EliteDisplay E243i 24-inch Monitor				
- Required Peripherals: Mouse, Keyboard				
	6	Workstations		(existing)
	1	Workstation (TPS) w/ 1 Monitor		
	1	Spare WS	1	Spare WS

Considerations

- UTA out of service working windows are typically Midnight to 04:00 a.m.
- TPSS communication integration will be a joint effort between UTA, the TDX contractor and possibly an additional sub-contractor.



8201 Southpark Lane
Suite 200
Littleton, CO 80120
(303) 534-0866

www.modrailsystems.com

October 22th, 2020

RE: Change Order Proposal to UTA Contract 19-03174 for FrontRunner and TRAX TDX Version 3 Upgrades & Siemens Substation TDX Interface Upgrades

MODERN Railway Systems (MRS) herein referred to as MODERN is pleased to provide this proposal for upgrading the UTA TDX software to TDX v3 for both TRAX and FrontRunner deployments.

A. MRS Scope of Work for TDX V3 System upgrade

MODERN will configure, deploy, test, and commission their TDX v3 system to replace UTA's TRAX TDX v1 system and the FrontRunner TDX v2 system. MODERN, through interactive sessions with UTA, will recreate UTA's alignment on both systems, configure form templates, and develop reports that are mutually agreeable to both parties. MODERN will test all field points to bring the new TDX v3 system to operational status. This proposal includes enabling traction power for the TRAX system based on the currently available connected and communicating TPSS sites. The Traction Power module will be fully functionally and ready to accept additional points from TPSS sites when UTA has those available, given that they meet the TDX parameters for communication, indication and control aspects. We have outlined our base assumptions, clarifications, and exclusions for this pricing below and attached.

- MODERN will be point testing all points and will have personnel in the field point testing back to the headend.
- MODERN will provide a one-year warranty on materials only. The warranty on software will be addressed using the existing Master Service Agreement (MSA) contract which provides UTA enhancements, releases, fixes, and issue resolution for their currently licensed software.
- The Traction Power module for the TRAX v3 systems is contingent upon TDX being able to communicate with the traction power protocol and network.
- On the TRAX system, UTA will provide to MODERN all TPSS points (Controls and Indications) that are currently available on the currently connected and communicating TPSS sites.
- For any traction power substations unable to communicate outside the plan for Siemens substations, the TDX logic will be modified to allow for uninterrupted operational use. TDX will be configured in an initial state for the additional UTA substations.
- Existing network infrastructure on both rail networks and the UTA administrative networks is assumed to be adequate and secured for all features requested by UTA. Any required modifications will be provided by UTA.
- The TDX upgrade for TRAX will be capable of receiving redundant connections from field systems. Currently, several field systems do not have redundant connections at either JRSC or Midvale. This network deficiency can be addressed and resolved with UTA and MODERN under the existing MSA contract separate from the TDX upgrade project.
- Hardware costs are based upon current (Q3 2020) pricing. Should hardware costs escalate, additional costs may be incurred.
 - For TRAX and FrontRunner, a listing of standard reports are outlined in the attached SDD for each system. Additional reports beyond what is listed are available at an additional cost. Reports are configurable by UTA by someone proficient in SQL with an understanding of the TDX data.



- The graphics will appear similar to existing graphics, but some difference should be expected.
- This proposal assumes that new TDX v3 software, with associated SQL database, will be installed on new MODERN-furnished GEN 10 HP DL 360 or equivalent servers (See SDD for listing of new equipment included):
 - 2 New TDX Application Servers for TRAX
 - 2 New SQL Servers for TRAX
 - 1 New report and utility server for TRAX
 - 1 New combined warm standby server for TRAX
 - 2 New SQL Servers for FrontRunner
 - 1 New report and utility server for FrontRunner
 - Additional equipment as defined in the SDD
- This proposal is based upon the current alignment configuration.
- MODERN will be supplying the TDX Scheduler module for both Frontrunner and TRAX to automatically identify trains, display their on-time status and allow UTA to pre-assign train crew and consist schedules.
- The attachment SDD contains a listing of the forms that are included for each system. More are available at an additional cost.
- This proposal is based upon currently known SCADA points for Wayside locations.
- This proposal includes only the functionality and features specified in the Software Description Document (SDD).
- Based on current knowledge of working windows on FrontRunner and TRAX, this estimate assumes working windows will be Midnight to 4 a.m. Monday through Sunday. We understand that work on FrontRunner can be done from the end of revenue service Saturday to beginning of revenue service Monday. Once the project schedule is defined, MODERN will work collaboratively with UTA to identify additional testing windows.
- Training will be provided for new functions and features of the version 3 package.
- Updated TDX Human Factor Analysis (HFA) documentation for FrontRunner.
- All FRA PTC Safety Plan support and all FRA PTC regression test plans.

B. Siemens Substation TDX Interface Upgrades

MODERN will have a dedicated subcontractor (Champion) under them to perform the upgrade to the existing Siemens S7-300 PLC systems with new Siemens PLC model that will support the communications to the new TDX SCADA system and provide ethernet communications. The proposal includes up-front engineering services (programming, drawings, documentation) for the first I-Hub system. Additional systems will not need this up-front engineering, as the work can be reused with the additional systems. Champion will also add services for the Disconnect Switch Status additions to each site. The network connection for the substations will be added to the I-Hub and Sugar House stations. The USU interface will be added to the I-Hub station. This proposal is based on meetings with Utah Transit Authority and email request to combine previous proposals and scope, as referenced in the table below.



# of TPSS (31)	Configuration of Siemens TPSS	PLC Upgrade with TDx SCADA integration	Add connection to SCADA	Disconnect Switch Status	USU Project Labor
1	I-Hub (1st Task)	Yes	Yes	Yes	Yes
28	28 Siemens Substations (2nd Task)	Yes	N/A	Yes	N/A
2	Sugar House 1 & 2 substations (3rd Task)	Yes	Yes	Yes	N/A

- Engineering study to gather info on the existing Siemens PLC program, verify hardware specifications, and review the existing drawings.
- Functional Requirements Specification (FRS) to outline the following technical requirements:
 - I/O List
 - IO Mapping for TDX communications
 - Networking details
 - Data Mapping (for USU integration)
 - Details for integration of the disconnect switch status
 - High-level overview of office testing to verify Modbus communications with TDX system
 - High-level overview of on-site support
- Siemens S7-1500 PLC configuration will be provided for converting the existing Step 7 logic to TIA Portal for the new S7-1500 PLC. Additional logic will be added for the Modbus functions to communicate with the TDX system. The Modbus functions will need to map all IO signals to be sent to/from the TDX system. The IO signals and programming will be added for the disconnect switch status.
- Siemens graphic configuration will be provided for modifying one (1) existing graphic to add the disconnect switch status. Champion will develop new graphics using UTA's existing shape library and graphic standards.
- Design and Drawings to create new Siemens S7-1500 IO schematics, rack layout, and network architecture diagrams. The drawings will be created using AutoCAD software. Electronic copies will be provided to UTA upon completion of design (PDF and DWG).
- Training – Champion will provide custom training for their facility personnel in understanding the Siemens PLC and HMI systems. To provide UTA staff with greater insight into the specified control systems, UTA will allocate resources for a training program covering these systems.
 - Training will include how to maintain, operate, and reconfigure the communication and control equipment of the UTA substations. Champion will demonstrate the control system with emphasis on Siemens PLC operation and Communications.
 - Champion's familiarity with UTA's existing system and Siemens experience, allow our engineers to provide an optimal training syllabus paired with the insightful guidance.



- Champion will work with Siemens to provide demo stations to be used for the PLC training session, if available.
- Champion will provide technical training for up to 10 attendees during two (2) 8-hour day sessions (16 total on-site hours) for the Substation Controls Upgrade project at the UTA facility.
- Factory Acceptance Testing – 1 day (8 hours) is allotted for acceptance testing at UTA’s Salt Lake City, UT facility. The FAT will consist of testing a new S7-1500 PLC (demo) with the TDX SCADA system to verify the Modbus communications prior to installation of the first system.
- Site Acceptance Testing Procedure – A Site Acceptance Testing (SAT) procedure will be developed and issued for approval prior to on-site support. The SAT procedure will outline on-site and testing activities.
- On-site Support – has been allotted for on-site commissioning of each system, including portal-to-portal travel. Champion will remove the existing S7-300 PLC rack and install the new S7-1500 PLC rack. The existing IO wiring will be reused for the new PLC. Champion will provide new wiring and terminate the disconnect switch status on the IO modules. Champion will provide IO checks and basic function testing of the system. New fiber optic connections will be made inside the substation buildings for the I-Hub and Sugarhouse stations.
- On-site Support for TDX –has been allotted per site for on-site checkout support for the TDX system at each of the 31 substation sites, including portal-to-portal travel. Champion will support MODERN with the checkout of the onsite points through to the new TDX system for their validation requirements. Champion assumes that the substation upgrades to the new Siemens S7-1500 PLC will be completed prior to the TDX checkout.

Champion will provide the materials listed below for each substation PLC upgrade.

Supplied Materials			
Item	Manufacturer	Description	Quantity
1	Siemens	S7-1500 CPU 1516-3 PN/DP	1
2	Siemens	S7-1500 Mounting Rail	1
3	Siemens	S7-1500 Digital Input Module	2
4	Siemens	S7-1500 Digital Output Module	1
5	Siemens	S7-1500 Analog Input Module	1
6	Siemens	S7-1500 Memory Card, 4MB	1
7	MISC	Wire, Labels, etc.	AR
8*	Red Lion	FlexEdge Networking Gateway	1

*NOTE: The Red Lion gateway is needed only for the I-Hub station for the USU interface.

Some substations may not have existing ethernet communications and may require a new ethernet switch or fiber-to-ethernet convertor. Those items would be added and configured as extra for those substations. See below for the list of hardware needed for the (3) sites.



Champion will provide the materials listed below will be used for the I-Hub and Sugarhouse substations (3 total) that are not currently connected to the fiber optic network:

Supplied Materials			
Item	Manufacturer	Description	Quantity
1	Red Lion	Ethernet Switch, FO connection, 5-port or equal	1
2	MISC	Fiber Optic Patch Cable	1
3	MISC	Ethernet Cables	AR
4	MISC	Wire, Labels, etc.	AR

Champion will provide the software listed below to UTA:

Supplied Materials			
Item	Manufacturer	Description	Quantity
1	Siemens	DIGSI4 Software and license	1
2			

- The proposal does not include upgrading the existing Siemens HMIs. If required, additional labor and hardware will be needed at an additional cost.
- The new PLCs will communicate with the existing Profibus networks as before. This Profibus network and equipment will not be upgraded for this project.
- Champion assumes that the PLC and HMI programs for the 31 substations are the same. If major differences are found between sites, additional labor may be needed for the upgrades
- Champion will remove the old Siemens S7-300 PLC hardware and replace with the new S7-1500 hardware.
- The existing field wiring for IO will be reused for the upgrade.
- The existing dry-contact for disconnect switch status is to be used for the PLC inputs.
- Champion assumes that the existing S7-300 PLC systems have spare IO for the new disconnect switch inputs.
- Champion will provide lunch and training materials for each training session at UTA's facility.
- Factory Acceptance Testing (FAT) at UTA's Salt Lake City, UTA facility is included as part of the proposed solution for the I-Hub system.
- This FAT will serve as a proof of concept test for the S7-1500 communications to the TDx system.
- An allotment of time for Site Acceptance Testing (SAT) services for testing and on-site commissioning of the system is included. modifications for manufacturer price increases.
- The scope of supply for the PLCs is limited to the specifications listed in the proposed solutions of this proposal.
- UTA shall provide control system design documents for review and critique and complete any needed modifications to the final design. UTA shall provide original native formats of any required documentation or drawings (e.g. Excel, AutoCAD, etc.) for modification.
- Champions standard warranty is 6 months for their services, and they will pass the manufacturer's warranty to UTA for all equipment provided. The manufacturer warranty period varies based on



the manufacturer/brand and then elapsed time from when purchased to system acceptance. Extended warranty for Champion services can be requested for an additional fee. Some manufacturer warranties can also be extended, and it is suggested that UTA explore these options after system acceptance.

C. Commercial Clarifications

1. MODERN has **INCLUDED** Sales Tax on Material.
2. MODERN has **INCLUDED** Standard Insurances.
3. MODERN has **EXCLUDED** a Payment and Performance Bond.
4. MODERN has **INCLUDED** freight to the job site.
5. MODERN has **EXCLUDED** any SBE or DBE participation.
6. MODERN has **INCLUDED** TDX Upgrade Spare Parts. See attached Software Description Document (SDD) for spares list on material supplied by MODERN.
7. Pricing for this proposal is good for 30 days. After 30 days material may be subject to cost adjustments from manufacturers.

D. Schedule

1. MODERN will receive the notice to proceed by October 31, 2020.
2. TDX upgrade work is anticipated to be substantially completed by November 30, 2021
3. Champion work will be substantially complete by end of 2nd quarter of 2021

E. General Proposal Assumptions:

- MODERN and Champion will need to have uninterrupted, unimpeded access for all testing work. UTA will provide all needed access keys to gain access to secured areas. UTA will provide Roadway Worker Protection for all testing activities by MODERN, and UTA will provide a TPSS escort.
- As the provider of system integration services, MODERN and Champion's scope of responsibility as defined in this proposal is limited to the individual controls of the system only. The overall performance and design of the process, machine, or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in this proposal or scopes of work.
- Under this proposal, MODERN and Champion are not responsible for electrical or mechanical adjustments, changes, or replacements to existing equipment required to progress the process into a production status
- UTA will provide a representative authorized to act as the UTA Traction Power Substation (TPSS) expert to on behalf with respect to this project. This representative should have a working knowledge of the machinery or process which is addressed in this proposal and is knowledgeable in the process operation and control system installation during all TPSS activities.
- UTA understands the inherent risks associated with performing logic changes or downloads to a control processing unit (CPU), either single or redundant, during any live process or active production for which the process or production is controlled directly or indirectly by the CPU being edited. Depending on the logic being edited or the CPU being stopped completely



(either intentionally or accidentally), these risks may vary from loss of production and profits, to equipment damage and potential injury or death. If UTA is not willing to assume these risks during a live process or active production, then UTA shall schedule Champion's work during a safe period such as an outage or turn-around.

- This proposal is based on the laws and regulations in effect as of the bid date. As of the date of this proposal, certain markets providing essential labor and materials to the project may experience significant, industry-wide economic fluctuation during the performance of the project due to the COVID-19 pandemic that may impact price, availability and delivery time frames. Although the existence of the COVID-19 pandemic is known, the length and extent of its continuing impacts are not, nor are its impact on future availability, cost and productivity of labor, materials, equipment and supplies, and accessibility of the project site. Thus, the COVID-19 pandemic will be considered a Force Majeure Event if conditions deviate from that known at the time of proposal.

F. Work excluded with this scope:

1. See Attachment A for a list of our General Exclusions.

G. PRICING

a. TDX Upgrade Total Price \$2,735,292

- This price is contingent upon both systems being done at the same time due to efficiencies and sharing of efforts. Billing for this line item will be by an agreed to schedule of values and project scope milestones.

b. Champion Siemens Substation Total Price \$ \$672,969

- Billing for this line item will be by an agreed to schedule of values and project scope milestones.

We appreciate this opportunity and look forward to helping make this project successful. If you have any questions, please do not hesitate to contact me.

Best regards,

A handwritten signature in blue ink, appearing to read "Ben Martinez", is written over a light blue circular stamp.

Ben Martinez
Director of Business Development
MODERN Railway Systems
bmartinez@modcommsystems.com

Attachments:

- A. Exclusions B. Software Description Document



ATTACHMENT A **EXCLUSIONS**

This **Attachment A** is to be incorporated with the quote from MODERN (Contractor) for the UTA TDX v3 upgrade & Champion Siemens TPSS work (Project) for UTA (Owner).

1. All costs for railroad support staff
2. DBE participation
3. Railroad Protective Insurance
4. All Communication headend support
5. All costs for any train operations, train operators, engineers, and maintainers to support any testing and in-service placement of crossings and signal system
6. All permits and associated fees
7. PE Stamping
8. All field work or installation outside of Control and Indication testing
9. Testing of power including utility drops, transformers, emergency generators, and automatic transfer switches
10. Maintenance of the alignment and protection of railroad operations
11. Electromagnetic Compatibility and Interface (EMI) Program, including but not limited to design, testing, measurements, monitoring and/or mitigation
12. All public information (PI), community relations, media relations, and associated requirements
13. Temporary power including, but not limited to, generators, fuel, existing utility relocation, etc
14. Railroad flaggers and signal maintainers
15. Onsite Safety and Quality Control/Assurance personnel
16. Third party testing
17. Wayside signal equipment (switch machines, signals, circuit controllers), layouts, and designs
18. Any field equipment modifications or additions
19. Network and Cyber Security software and hardware
20. Any modification of existing system documentation not included in the scope of work
21. Anything not included in the Software Description Document
22. Materials or services to troubleshoot, repair, or replace field devices are not included in this proposal.
It is assumed that all field devices are in good working order.
23. Materials, including hardware, software, or licensing, outside the scope of this proposal.
24. Schematic and/or drawing updates outside the supplied system
25. Contracting for electrical or mechanical in-plant services.
26. Anything not specifically stated or called out in the proposal.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Pre-Procurement
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 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">• <i>On-Call Infrastructure Maintenance Contract.</i> This is a procurement to contract with a firm to provide on-call maintenance and construction support for UTA's ongoing State of Good Repair (SGR) projects of infrastructure assets. A similar procurement was brought before the board on September 23rd, which was specifically for grade crossing replacements, rail replacement work, rail maintenance, and concrete rehabilitation and replacement. This procurement is specifically for infrastructure projects such as train control modifications and improvements, traffic signal integration, traction power, overhead catenary systems, stray electrical-current mitigation, and other rail systems support items. This contract will be for a base term of 3 years, plus two one-year options for renewal. Funding for this contract is included in the SGR budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored, in addition to price. (Req. 8737)



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
Ryan Taylor, Coordinated Mobility Manager

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Public Transportation COVID-19 Research Demonstration Grant Program – E-Vouchers (Federal Transit Administration)
AGENDA ITEM TYPE:	Grant Application
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	<p>The Federal Transit Administration (FTA) published a notice of funding opportunity for the Public Transportation COVID-19 Research Demonstration Grant Program on October 5, 2020. Eligible projects will demonstrate innovative solutions to improve the operational efficiencies of transit systems and enhance mobility for their communities in four major areas: (1) Vehicle, facility, equipment and infrastructure cleaning and disinfection; (2) exposure mitigation measures; (3) innovative mobility such as contactless payments; and (4) measures that strengthen public confidence in transit services.</p> <p>UTA submitted a grant application on November 2, 2020 for the Electronic Voucher (E-Voucher) System Phase 2 Development project. This project is eligible under grant area 3, innovative mobility. No local match is required.</p>
DISCUSSION:	<p>The E-Voucher System project is to support human service organizations, seniors, people with disabilities, veterans, and low-income populations through electronic vouchers and payments for transportation services.</p> <p>The UTA Coordinated Mobility Department is completing Phase 1 development of an e-voucher system to be tested and deployed in early 2021 using FY 2018 funds awarded to UTA through FTA's Innovative Coordinated Access and Mobility program. This system replaces traditional paper voucher programs that are prevalent throughout all communities in the United States. This project will potentially benefit all paper voucher programs across the country including our current pilot programs.</p>

	<p>Phase 2 will include enhanced functionality for agencies, clients and drivers including functionality for commercial transportation options such as Transportation Network Companies (TNCs) and electronic public transit fare purchases.</p> <p>These enhancements will create opportunities of commercialization using the e-voucher application as a “software as a service” (SaaS) revenue model. This model could create a self-sustaining program.</p>
ALTERNATIVES:	If the grant were not pursued the e-voucher program would take longer to implement.
FISCAL IMPACT:	The grant request was for \$508,200. No match is required, but our application included UTA staff in-kind match of \$30,000 to support the total project cost of \$538,200. The in-kind match is estimated at 120 hours of time for the Coordinated Mobility Manager and 300 hours for the Coordinated Mobility Technical Specialist.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Ski Bus Agreement (SMHG Management/Powder Mountain)
AGENDA ITEM TYPE:	Service and Fare Approvals
RECOMMENDATION:	Authorize the Ski Bus Agreement with SMHG Management/Powder Mountain
BACKGROUND:	<p>Utah Transit Authority and SMHG Management/Powder Mountain (“the Resort”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, the resort and UTA have contracted together to provide transit service to employees and ski pass holders.</p> <p>For the 2019-20 ski season SMHG Management/Powder Mountain and UTA entered into a Ski Bus Agreement wherein the Resort partnered with UTA to fund a portion of the operating cost of the ski bus service. At the time, this was estimated to be 45 percent of UTA’s operating costs of the routes serving the Resort. In addition, the Resort received transit passes to be given to their authorized users which included employees and season pass holders.</p>
DISCUSSION:	<p>In the spirit of the Resort and UTA’s ongoing working relationship, UTA will be partnering with the SMHG/Powder Mountain in a Ski Bus Agreement. The Resort has agreed to enter a contract with UTA for the upcoming ski season (2020-21).</p> <p>Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, pricing for the 2020-21 season will remain the same as the 2019-20 Ski Season rate. Total revenue for the contract is estimated at \$57,500</p> <p>UTA and the Resort have agreed to include a Covid-19 clause, which can be found in paragraph five of the contract and will apply to this year’s agreement only. If limited service is warranted, or if service is temporarily suspended on the routes serving the Resort, then the base purchase price of the contract will be adjusted on a weekly basis in accordance with the reduced rate of service. This is outlined in Exhibit C (Covid-19 Service and Billing Adjustments).</p>

	UTA and the Resort will be negotiating a future multi-year agreement using a percentage of the full cost to operate the Ogden Ski Bus Routes.	
CONTRACT SUMMARY:	Contractor Name: SMHG Management/Powder Mountain	Contract Number: 20-F0151
	Base Contract Effective Dates: December 1, 2020 through April 30, 2021	Extended Contract Dates: N/A
	Total Amount Contract Value (2020-21): \$57,500	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not authorize the contract with the resorts and forego contract revenue of \$57,500	
FISCAL IMPACT:	\$57,500	
ATTACHMENTS:	1) Contract	

SKI BUS SERVICE AGREEMENT
SMHG Management LLC,
a Delaware limited liability company
“Powder Mountain”
2020-2021

This Ski Bus Service Agreement (this “Agreement”) is made effective the 1st day of December, 2020 (the “Effective Date”) by and between SMHG Management LLC, a Delaware limited liability company, whose notice address for purposes of this Agreement is P.O. Box 1119, Eden, Utah 84310 (hereinafter referred to as the “**Sponsor**”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“**UTA**”).

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits “A,” “B,” and “C”.

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

AGREEMENT:

1. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including April 30, 2021.
2. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.
3. Pass Recognized as Transit Fare. For the term of this Agreement, a pass issued to an authorized user under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as valid fare on UTA TRAX trains and

regular UTA buses connecting to Ski Bus Service provided the authorized user taps on and taps off. In the event the Sponsor desires to include additional authorized UTA services within this Agreement, the Sponsor may request in writing by emailing kkunkel@rideuta.com. The Sponsor acknowledges that adding additional authorized services to this Agreement may result in an increase in price to the base purchase price referenced in Exhibit B (the “Base Purchase Price”) and, in such case, the parties agree to renegotiate the financial terms of this Agreement in good faith based on actual costs incurred as a result of the additional services.

4. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B. Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.

- a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.
- b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

5. Covid-19.

- a. Service: Notwithstanding anything to the contrary set forth in Section 4, for the 2020/21 season contract only based upon the unforeseen circumstances of the Covid-19 pandemic: (i) the parties may jointly determine that limited service is warranted; or (ii) Sponsor may request service to be temporarily suspended. If the parties agree to reduce service or if Sponsor requests service to be temporarily suspended, then the Base Purchase Price will be adjusted on a weekly basis in accordance with the reduced rate of service.
- b. Billing: For Year 1, UTA will invoice Sponsor for service provided in the preceding month at the weekly Base Purchase Price multiplied against the total weeks or prorated weeks in the month as described in Exhibit C. UTA will invoice the Sponsor no later than the 8th day of each the month beginning in January 2021. Payment shall be due within thirty (30) days after the invoice date.

6. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.

7. Reporting
 - a. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting “reports.”
 - b. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - c. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - d. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.
 - e. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

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

9. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.
10. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.
11. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party may terminate this Agreement.
12. Attorney’s Fees. The defaulting party agrees to pay the non-defaulting party’s costs and reasonable attorney’s fees in the event such are incurred to enforce any of the provisions of this Agreement.
13. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.
14. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
15. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
16. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such

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

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

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

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

	<u>If to SMHG Management LLC</u>	<u>If to UTA:</u>
Sponsor:	<u>SMHG Management LLC</u>	Utah Transit Authority
ATTN:	<u>Mark Schroetel</u>	ATTN: Kensey Kunkel
Address:	<u>P.O. Box 119</u>	669 West 200 South
Address 2:	<u></u>	Salt Lake City, Utah 84101
City, State, Zip	<u>Eden, Utah 84310</u>	

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

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

(The remainder of this page intentionally left blank; signature page to follow)

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

UTAH TRANSIT AUTHORITY:

SMGH MANAGEMENT LLC:

Date
By:
Title:

Date
By: Mark Schroetel
Title: Authorized Signatory

Date
By:
Title:

Approved As To Form:

UTA Legal Counsel

EXHIBIT A
WEBER COUNTY
SKI SERVICE OPERATING PLAN 2020/21

A. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Powder Mountain Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Powder Mountain to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

B. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Transit Center
- Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
- Ben Lomond Hotel, Washington Blvd., North/South bound, Washington Blvd.
- Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
- 12th Street and Washington Blvd., East/West bound
- Wolf Creek Resort
- Powder Mountain Ski Resort

The stops are shown on Exhibit 1 hereto.

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

C. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Rainbow Gardens
- Eden Park and Ride

D. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

EXHIBIT 1

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To Powder Mountain

To Ogden Station

Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave	25th St & Washington	22nd St & Washington	12th St & Washington	Rainbow Gardens Park & Ride	Eden Powder Mountain Park & Ride	Moose Hollow Condominiums	Powder Mtn Ski Resort
700a	702a	704a	705a	707a	711a	715a	731a	738a	802a
730	732	735	736	738	742	747	804	811	840
830	832	835	836	838	842	847	904	911	940
1200p	1202p	1205p	1206p	1208p	1212p	1217p	1234p	1241p	110p
200	202	205	206	208	212	217	234	241	310
410	---	---	---	---	---	420	435	---	502

* -Trips run only on Peak Service Days.

DESTINATION TIMEPOINTS												
Powder Mtn Ski Resort	Powder Mtn Night Skiing Area	Moose Hollow Condominiums	Wolf Creek Drive	Moose Hollow	Eden Powder Mountain Park & Ride	Rainbow Gardens Park & Ride	12th St & Washington	22nd St & Washington Blvd	25th St & Washington	26th St & Grant Ave	24th St & Lincoln Ave	Ogden Station
130p	132p	152p	154p	159p	217p	222p	228p	230p	231p	233p	237p	
* 335	337	357	359	404	422	428	434	436	437	439	443	
* 515	517	537	539	544	602	608	614	616	617	619	623	
---	930	945	947	951	1006	1010	1014	1016	1017	1019	1023	

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

* -On Peak Service Days, these two trips will each be serviced by two buses because of expected high ridership.

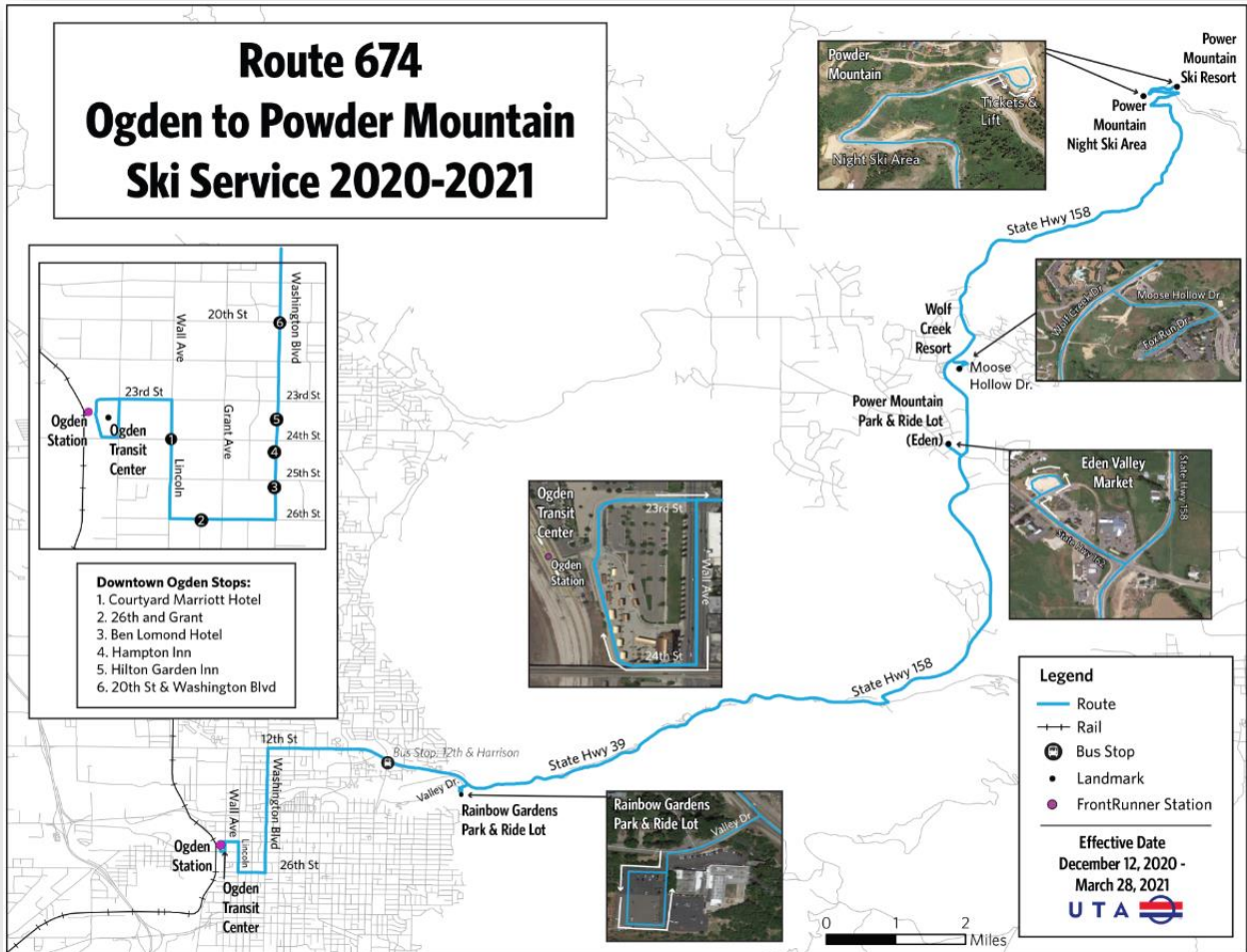


EXHIBIT B
BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	November 1, 2020- April 30, 2021	\$57,438

**EXHIBIT C
COVID-19 SERVICE
AND BILLING ADJUSTMENTS**

	Base Purchase Price	\$ 57,438
B	Weeks in The Ski Season	18
C	Weekly Base Purchase Price (A/B)	\$ 3,191

Service %	Weekly Base Purchase Price
100%	\$3,191
75%	\$2,393
50%	\$1,596
25%	\$798
0%	\$0

*The service percentage will be based on actual service % performed and may vary from percentages shown above



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Ski Bus Agreement (Snowbasin)
AGENDA ITEM TYPE:	Service and Fare Approvals
RECOMMENDATION:	Authorize the Ski Bus Agreement with Snowbasin Resort Company.
BACKGROUND:	<p>Utah Transit Authority and Snowbasin Resort Company (“the Resort”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, the resort and UTA have contracted together to provide transit service to Employees and Ski Pass holders.</p> <p>For the 2019-20 Ski Season, Snowbasin Resort Company and UTA entered into a Ski Bus Agreement wherein the Resort partnered with UTA to fund a portion of the operating cost of the ski bus service. At the time, this was estimated to be 45 percent of the operating costs of the routes serving the Resort. As part of the agreement, the Resort received transit passes to be given to their authorized users which included employees and season pass holders.</p>
DISCUSSION:	<p>In the spirit of Snowbasin and UTA’s working relationship, UTA will be partnering with the resort in a Ski Bus Agreement. The resort has agreed to enter a contract with UTA for the upcoming ski season (2020-21).</p> <p>Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, pricing for the 2020-21 season will remain the same as the 2019-20 Ski Season rate. Total revenue for the contract is estimated at \$46,300.</p> <p>UTA and the Resort have agreed to include a Covid-19 clause, which can be found in paragraph five of the contract and will apply to this year’s agreement only. If limited service is warranted, or if service is temporarily suspended on the routes serving the Resort, then the base purchase price of the contract will be adjusted on a weekly basis in accordance with the reduced rate of service. This is outlined in Exhibit C (Covid-19 Service and Billing Adjustments).</p>

	UTA and Snowbasin will be negotiating a future multi-year agreement using a percentage of the full cost to operate the Ogden Ski Bus Routes.	
CONTRACT SUMMARY:	Contractor Name: Snowbasin Resort Company	Contract Number: 20-F0152
	Base Contract Effective Dates: December 1, 2020 through April 30, 2021	Extended Contract Dates: N/A
	Total Amount Contract Value (2020-21): \$46,300	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not authorize the contract with the resorts and forego contract revenue of \$46,300.	
FISCAL IMPACT:	\$46,300	
ATTACHMENTS:	1) Contract	

SKI BUS SERVICE AGREEMENT
Snowbasin Resort Company
2020-2021

This Ski Bus Service Agreement (this “Agreement”) is made effective the 1st day of December, 2020 (the “Effective Date”) by and between Snowbasin Resort Company, whose notice address for purposes of this Agreement is 3925 Snow Basin Rd, Huntsville, Ut 84317 (hereinafter referred to as the “**Sponsor**”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“**UTA**”).

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits “A,” “B,” and “C”.

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

AGREEMENT:

1. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including April 30, 2021.
2. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.
3. Pass Recognized as Transit Fare. For the term of this Agreement, a pass issued to an authorized user under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as valid fare on UTA TRAX trains and regular UTA buses connecting to Ski Bus Service provided the authorized user taps on and taps off. In the event the Sponsor desires to include additional authorized UTA services

within this Agreement, the Sponsor may request in writing by emailing kkunkel@rideuta.com. The Sponsor acknowledges that adding additional authorized services to this Agreement may result in an increase in price to the base purchase price referenced in Exhibit B (the “Base Purchase Price”) and, in such case, the parties agree to renegotiate the financial terms of this Agreement in good faith based on actual costs incurred as a result of the additional services.

4. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B. Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.
 - a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.
 - b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

5. Covid-19.
 - a. Service: Notwithstanding anything to the contrary set forth in Section 4, for the 2020/21 season contract only based upon the unforeseen circumstances of the Covid-19 pandemic: (i) the parties may jointly determine that limited service is warranted; or (ii) Sponsor may request service to be temporarily suspended. If the parties agree to reduce service or if Sponsor requests service to be temporarily suspended, then the Base Purchase Price will be adjusted on a weekly basis in accordance with the reduced rate of service.
 - b. Billing: For Year 1, UTA will invoice Sponsor for service provided in the preceding month at the weekly Base Purchase Price multiplied against the total weeks or prorated weeks in the month as described in Exhibit C. UTA will invoice the Sponsor no later than the 8th day of each the month beginning in January 2021. Payment shall be due within thirty (30) days after the invoice date.

6. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated,

altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.

7. Reporting

- a. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting “reports.”
- b. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
- c. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- d. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.
- e. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

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

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

10. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.
11. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party may terminate this Agreement.
12. Attorney’s Fees. The defaulting party agrees to pay the non-defaulting party’s costs and reasonable attorney’s fees in the event such are incurred to enforce any of the provisions of this Agreement.
13. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.
14. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
15. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
16. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

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

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

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

If to Snowbasin Resort Company:

If to UTA:

Sponsor: Snowbasin Resort Company
 ATTN: _____
 Address: 3925 Snow Basin Rd.
 Address 2: _____
 City, State, Zip Huntsville, Ut 84317

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

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

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

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

UTAH TRANSIT AUTHORITY:

SNOWBASIN RESORT COMPANY:

Date
By:
Title:

Date
By:
Title:

Date
By:
Title:

Approved As To Form:

UTA Legal Counsel

EXHIBIT A
WEBER COUNTY
SKI BUS SERVICE-OPERATING PLAN 2020/21

A. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Snowbasin to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

B. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Transit Center
- Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
- Ben Lomond Hotel, Washington Blvd., North/South bound, Washington Blvd.
- Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
- 12th Street and Washington Blvd., East/West bound
- Lakeside Village Properties
- Snowbasin Ski Resort

The stops are shown on Exhibit 1 hereto.

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

C. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Rainbow Gardens

D. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

EXHIBIT 1

675

To Snowbasin

To Ogdén Station

Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave	25th St & Washington	23rd St & Washington Blvd	12th St & Washington	Rainbow Gardens Park & Ride	Lakeside Resort (Huntsville)	Snowbasin Ski Resort
605a	607a	609a	610a	612a	616a	622a	638a	700a
700	703	705	706	708	713	719	737	759
738	741	743	744	746	751	757	815	837
900	903	905	906	908	913	919	937	959

* -Trips run only on Peak Service Days.

Snowbasin Ski Resort	Lakeside Resort (Huntsville)	Rainbow Gardens Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington	26th St & Grant Ave	24th St & Lincoln Ave	Ogden Station
320p	338p	356p	402p	408p	410p	411p	414p	418p
445	503	521	527	533	535	536	539	543
530	548	606	612	618	620	621	624	628

* -On Peak Service Days, these two trips will each be serviced by two buses because of expected high ridership.

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

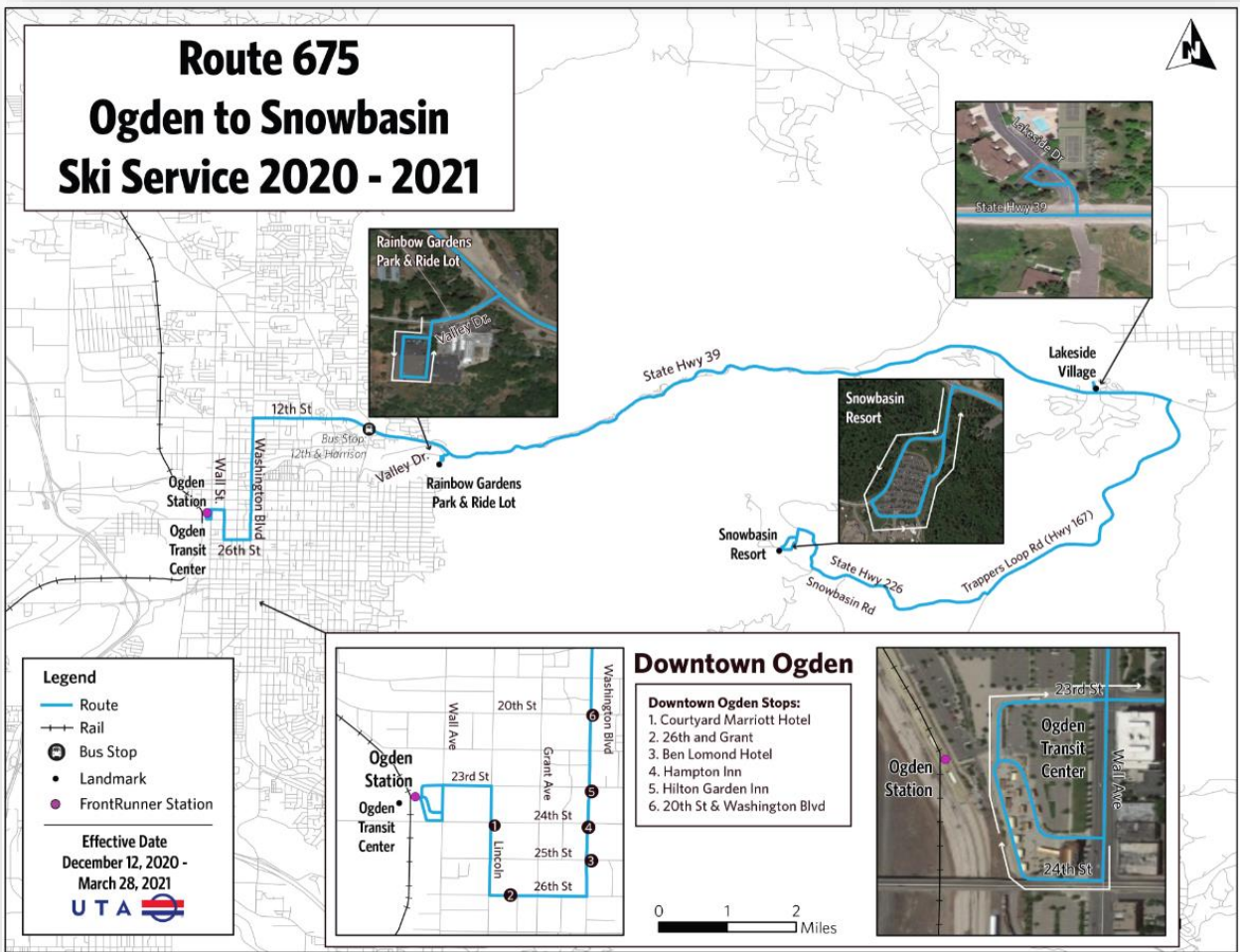


EXHIBIT B
BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	November 1, 2020- April 30, 2021	\$46,296

**EXHIBIT C
COVID-19 SERVICE
AND BILLING ADJUSTMENTS**

	Base Purchase Price	\$ 46,296
B	Weeks in The Ski Season	18
C	Weekly Base Purchase Price (A/B)	\$ 2,572

Service %	Weekly Base Purchase Price
100%	\$2,572
75%	\$1,929
50%	\$1,286
25%	\$643
0%	\$0

*The service percentage will be based on actual service % performed and may vary from percentages shown above



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Ski Bus Agreement Approval (Sundance Mountain Resort)
AGENDA ITEM TYPE:	Service and Fare Approvals
RECOMMENDATION:	Authorize the Ski Bus Agreement with Sundance Mountain Resort.
BACKGROUND:	<p>Utah Transit Authority and Sundance Mountain Resort (“Sundance”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service and reduce congestion and improve the quality of air and the environment. For the past 20 plus years, Sundance and UTA have contracted together to provide transit service to Employees and Season Pass holders.</p> <p>For the 2019-20 Ski Season, Sundance and UTA entered into a Ski Bus Agreement wherein UTA invoiced Sundance based on the monthly ridership counts using UTA’s Electronic Fare Collection (“EFC”) ridership counting system (“Pay per Trip.”) This agreement allowed authorized users to ride transit service in Provo Canyon, in addition to other UTA services that connect to the Ski Bus serving the Resort. Sundance paid \$3.60 per Authorized User boarding, which was a 20% discount off the public ski fare of \$4.50.</p>
DISCUSSION:	<p>In the spirit of Sundance and UTA’s working relationship, UTA will be partnering with Sundance in a Ski Bus Agreement for the 2020-21 Ski Season. Pricing for the contract will be a set amount and is based upon the estimated revenue that would have been received in the 2019-20 contract if the Pandemic would have not caused service to be cancelled. Total revenue for the 2020-21 contract is \$7,300.</p> <p>UTA and Sundance Mountain Resort have agreed to include a Covid-19 clause, which can be found in paragraph 5 of the contract. If limited service is warranted or if service is temporarily suspended on the route servicing Sundance Mountain Resort, then the base purchase price of the contract will be adjusted on a weekly basis in accordance with the reduced rate of service. This is outlined in Exhibit C: Covid-19 Service and Billing Adjustments.</p>

CONTRACT SUMMARY:	Contractor Name: Sundance Mountain Resort	Contract Number: 20-F0153
	Base Contract Effective Dates: December 1, 2020 through April 30, 2021	Extended Contract Dates: N/A
	Total Amount Contract Value (2020-21): \$7,300	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not approve the contract with Sundance Mountain Resort and forego revenue received through the contract.	
FISCAL IMPACT:	\$7,300	
ATTACHMENTS:	1) Contract	

SKI BUS SERVICE AGREEMENT
Sundance Mountain Resort
2020-2021

This Ski Bus Service Agreement (this “Agreement”) is made effective the 1st day of December, 2020 (the “Effective Date”) by and between **SUNDANCE MOUNTAIN RESORT**, whose notice address for purposes of this Agreement is Sundance Resort (hereinafter referred to as the “**Sponsor**”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“**UTA**”).

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits “A,” “B,” and “C”.

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

AGREEMENT:

1. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including April 30, 2021.
2. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Sundance Mountain Resort based on needs of Sundance Mountain Resort and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.
3. Pass Recognized as Transit Fare. For the term of this Agreement, a pass issued to an authorized user under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as valid fare on UTA TRAX trains and regular UTA buses connecting to Ski Bus Service provided the authorized user taps on and taps off. In the event the Sponsor desires to include additional authorized UTA services

within this Agreement, the Sponsor may request in writing by emailing kkunkel@rideuta.com. The Sponsor acknowledges that adding additional authorized services to this Agreement may result in an increase in price to the base purchase price referenced in Exhibit B (the “Base Purchase Price”) and, in such case, the parties agree to renegotiate the financial terms of this Agreement in good faith based on actual costs incurred as a result of the additional services.

4. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B. Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.
 - a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.
 - b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

5. Covid-19.
 - a. Service: Notwithstanding anything to the contrary set forth in Section 4, for Year 1 of the contract only based upon the unforeseen circumstances of the Covid-19 pandemic: (i) the parties may jointly determine that limited service is warranted; or (ii) Sponsor may request service to be temporarily suspended. If the parties agree to reduce service or if Sponsor requests service to be temporarily suspended, then the Base Purchase Price will be adjusted on a weekly basis in accordance with the reduced rate of service.
 - b. Billing: For Year 1, UTA will invoice Sponsor for service provided in the preceding month at the weekly Base Purchase Price multiplied against the total weeks or prorated weeks in the month as described in Exhibit C. UTA will invoice the Sponsor no later than the 8th day of each the month beginning in January 2021. Payment shall be due within thirty (30) days after the invoice date.

6. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated,

altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is a Sponsor-provided card, UTA will return it to Sponsor.

7. Reporting

- a. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting “reports.”
- b. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
- c. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- d. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.
- e. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

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

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

10. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.
11. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party may terminate this Agreement.
12. Attorney’s Fees. The defaulting party agrees to pay the non-defaulting party’s costs and reasonable attorney’s fees in the event such are incurred to enforce any of the provisions of this Agreement.
13. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.
14. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
15. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
16. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

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

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

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

If to Sundance Mountain Resort:

If to UTA:

Sponsor: Sundance Mountain Resort
 ATTN: Bryan Kindred
 Address: 8841 North Alpine Loop Rd
 Address 2: _____
 City, State, Zip Sundance, Utah 84604
 Email: bryan@sundance-utah.com

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

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

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

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

UTAH TRANSIT AUTHORITY:

SUNDANCE MOUNTAIN RESORT:

_____ Date
By:
Title:

_____ Date
By:
Title:

_____ Date
By:
Title:

Approved As To Form:

UTA Legal Counsel

EXHIBIT A
SKI SERVICE 2020/21
Page 1

Route

Utah County Ski Bus Service operates in both directions along the route shown on the attached map between University Place in Orem and Sundance Mountain Resort.

Stops

The ski bus service stops at the following locations, which are shown on the attached map:

- University Place
- Orem Palisade Park and Ride
- Sundance Mountain Resort

Park and Ride Lot

The ski bus service stops at the following park and ride lot:

- Orem Palisade Park and Ride

Buses

The ski bus service will primarily use buses designed for ski services, but UTA reserves the right to use any bus deemed appropriate for the service.

EXHIBIT A
SKI SERVICE 2020/21
Page 2

880 Sundance Ski Service

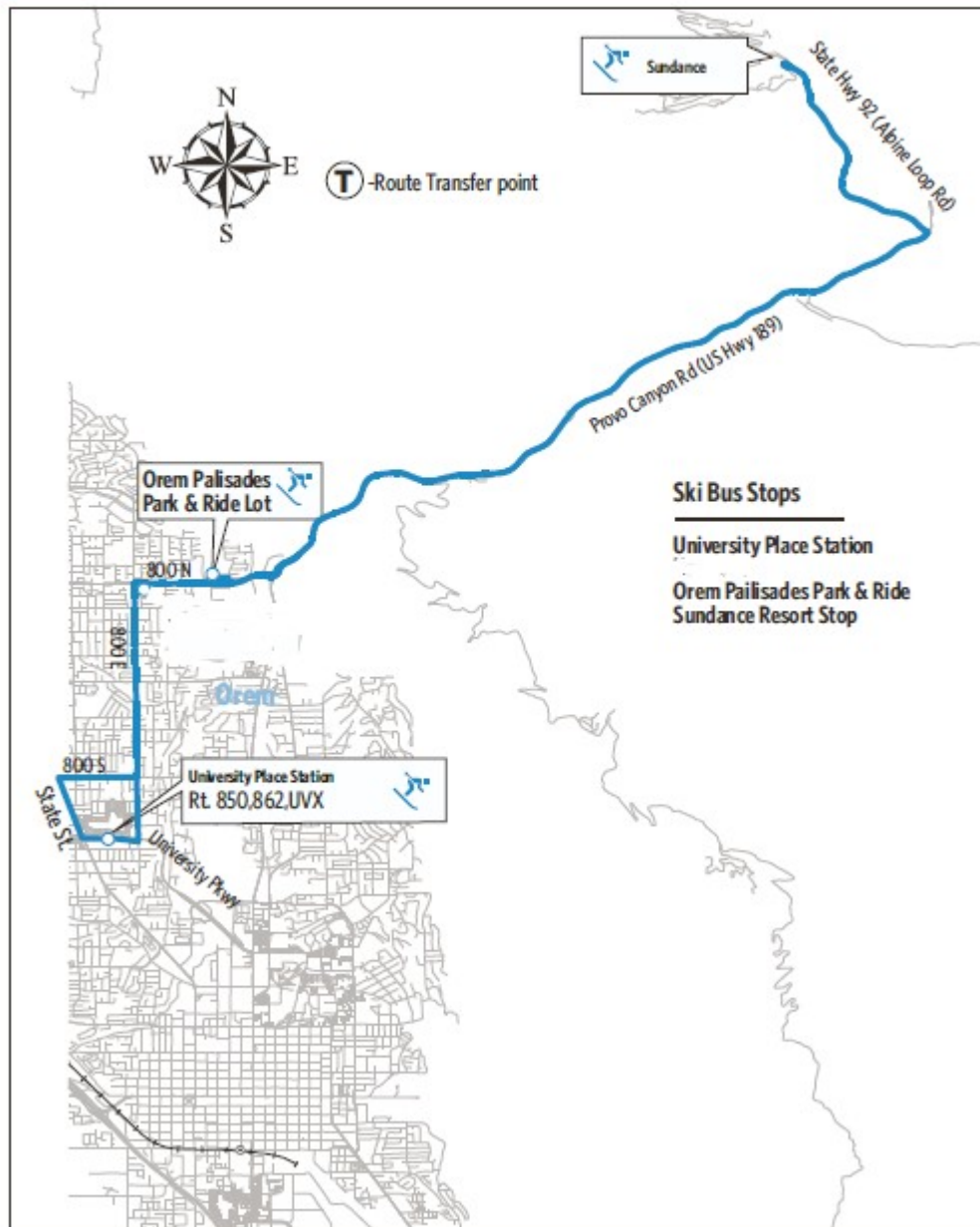


EXHIBIT B
BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	December 1, 2020- April 30, 2021	\$7,297

**EXHIBIT C
COVID-19 SERVICE
AND BILLING ADJUSTMENTS**

	Base Purchase Price	\$ 7,297
B	Weeks in The Ski Season	18
C	Weekly Base Purchase Price (A/B)	\$ 405

Service %	Weekly Base Purchase Price
100%	\$405
75%	\$304
50%	\$203
25%	\$101
0%	\$0

*The service percentage will be based on actual service % performed and may vary from percentages shown above



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT: Ski Bus Agreement (Davis County)		
AGENDA ITEM TYPE:	Service and Fare Approvals	
RECOMMENDATION:	Authorize the Ski Bus and Service Agreement with Davis County	
BACKGROUND:	Utah Transit Authority and Davis County have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the 2019-20 ski season, Davis County entered into a Ski Bus and Service Agreement with UTA. This included three (3) 1-year options to renew the contract. This agreement allowed Davis County to partner with UTA to fund a portion of the operating cost of the ski bus service between Layton FrontRunner Station and Snowbasin Ski Resort. As part of the agreement, UTA provided 500 electronic fare card (“EFC”) passes for Snowbasin Employees and Season Pass Holders to use on Ogden Ski Bus Service. Total revenue received for the 2019-20 Ski Season was \$82,025.	
DISCUSSION:	<p>UTA and Davis County have agreed to renew the contract terms found in section one of the contract for the 2020-21 Ski Season. This is the first renewal option that Davis County has exercised (two remain). Davis County will fund a portion of the operating cost of the ski bus service between Layton FrontRunner Station and Snowbasin Ski Resort. UTA will provide 500 EFC Passes to be used by Resort Employees and Season Pass Holders on Ogden Ski Bus Service.</p> <p>Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, pricing for this renewal option will remain the same as the 2019-20 Ski Season rate. The contract renewal amount for Davis County will be \$82,025.</p>	
CONTRACT SUMMARY:	Contractor Name: Davis County	Contract Number: Davis County: 19-03181-A1
	Base Contract Effective Dates: December 14, 2019-March 29, 2020	Extended Contract Dates: December 12, 2020-March 28, 2021

	Total Amount Contract Value (2020-21): \$82,025	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not authorize the Ski Bus Service Agreement with Davis County and forego \$82,025 in contract revenue	
FISCAL IMPACT:	\$82,025	
ATTACHMENTS:	1) Contract Amendment	

**RENEWAL AMENDMENT 1
SKI BUS SERVICE AND PASS DISTRIBUTION AGREEMENT**

This amendment no. 1 is effective on the 12th day of December , 2020 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **DAVIS COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as “County”. (Hereinafter the “Parties”).

Whereas, the Parties entered into a Ski Bus Service and Pass Distribution Agreement identified as UTA Contract No 19-03181 (hereinafter the “Agreement”) with an effective date of December 14, 2019 for bus service between Layton FrontRunner Station and Snowbasin Ski Resort and also for distribution of certain Electronic Fare Card Transit Passes; and

Whereas, the Parties desire to renew the Agreement for an additional one year term from December 12, 2020 until March 28, 2021,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional one year term from December 12, 2020 through March 28, 2021.
2. The amount to be paid by County shall remain the same (\$82,025.00)
3. The Days of Service shall be adjusted as described below:
UTA shall provide Service for 107 days (74 regular days and 33 peak days) beginning on December 12, 2020 and ending on March 28, 2021.
4. The terms and conditions of Fares or issuance of EFC Transit Passes shall be changed as follows:
UTA shall charge passengers using the Service its new standard ski bus fare of \$5.00 for each one-way trip, an increase of 50 cents over last season’s fare.

Except as set forth in this Amendment, the remainder of the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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

UTAH TRANSIT AUTHORITY

DAVIS COUNTY

_____ Date _____
Eddy Cumins
Chief Operating Officer

_____ Date _____
Lorene Miner Kamalu, Chair
Board of Davis County Commissioners

_____ Date _____
Andres Colman
Regional General Manager, Ogden BU

ATTEST

_____ Date _____
Curtis Koch
Davis County Clerk/Auditor

Approved as to form:

UTA Legal Counsel
Michael Bell



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT: Ski Bus Agreement (Morgan County)		
AGENDA ITEM TYPE:	Service and Fare Approvals	
RECOMMENDATION:	Authorize the Ski Bus Service Agreement with Morgan County	
BACKGROUND:	Utah Transit Authority and Morgan County have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. In the most recent ski season, 2019-20, Morgan County entered into a Ski Bus Service Agreement with UTA that included two (2) one-year options to renew the contract. The Ski Service Agreement allowed the County to partner with UTA to fund a portion of the operating cost of the ski bus service between Layton FrontRunner Station and Snowbasin Ski Resort. The service passes through the town of Mountain Green located in Morgan County. Morgan County desired that a UTA bus stop be established in Mountain Green and UTA accommodated this request. For the 2019-20 ski season, Morgan County paid UTA \$6,881.	
DISCUSSION:	<p>UTA and Morgan County have agreed to renew the contract terms found in paragraph one of the original contract for the 2020-21 Ski Season. This is the first renewal option that the county has exercised (one remains). Morgan County will continue to fund a portion of the operating cost of the ski bus service between Layton FrontRunner Station and Snowbasin Ski Resort. In addition, UTA will continue to provide a bus stop in Mountain Green.</p> <p>Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, pricing for this renewal option will remain the same as the 2019-20 Ski Season rate. Morgan County has agreed to pay to UTA \$6,881.</p>	
CONTRACT SUMMARY:	Contractor Name: Morgan County	Contract Number: Morgan County: 19-03182-A1
	Base Contract Effective Dates: December 14, 2019-March 29, 2020	Extended Contract Dates: December 12, 2020-March 28, 2021

	Total Amount Contract Value (2020-21): \$6,881	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not authorize the Ski Bus Service Agreement with Morgan County and forego \$6,881 in contract revenue	
FISCAL IMPACT:	\$6,881	
ATTACHMENTS:	1) Contract Amendment	

**RENEWAL AMENDMENT 1
SKI BUS SERVICE AGREEMENT**

This amendment no. 1 is effective on the 12th day of December , 2020 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **MORGAN COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as “County”. (Hereinafter the “Parties”).

Whereas, the Parties entered into a Ski Bus Service and Pass Distribution Agreement (hereinafter the “Agreement”) with an effective date of December 14, 2019 for bus service between Layton FrontRunner Station and Snowbasin Ski Resort; and

Whereas, the Parties desire to renew the Agreement for an additional one year term from December 12, 2020 until March 28, 2021,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional one year term from December 12, 2020 through March 28, 2021.

2. The amount to be paid by County shall be increased as described below:

No Changes (\$6,881.00)

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

UTA shall provide Service for 107 days (74 regular days and 33 peak days) beginning on December 12, 2020 and ending on March 28, 2021.

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

No Changes

5. The terms and conditions of Fares or issuance of EFC Transit Passes shall be changed as follows:

UTA shall charge passengers using the Service its new standard ski bus fare of \$5.00 for each one-way trip, an increase of 50 cents over last seasons fare.

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

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

UTAH TRANSIT AUTHORITY

MORGAN COUNTY

_____ Date _____

Eddy Cumins
Chief Operating Officer

_____ Date _____

By:
Title:

_____ Date _____

Andres Colman
Regional General Manager, Ogden BU

Approved as to form:

UTA Legal Counsel
Michael Bell



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Ski City Super Pass Agreement (Visit Salt Lake)
AGENDA ITEM TYPE:	Service and Fare Approvals
RECOMMENDATION:	Authorize the Ski City Super Pass Agreement with Visit Salt Lake
BACKGROUND:	<p>Visit Salt Lake, a Utah non-profit corporation, markets a Ski City Super Pass (“Super Pass”) to multiple tourism entities in the Salt Lake City area. The Super Pass is redeemable by the holder for an all-day ticket at: Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort.</p> <p>Entities promoting tourism sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake reimburses UTA for transit usage by the Super Pass holders monthly during the ski season. Visit Salt Lake is responsible for designing, producing, marketing, and distributing the Super Pass that includes UTA’s Electronic Fare Collection “EFC” information within each pass. The Super Pass is only distributed to Providers and is not directly sold to the public.</p> <p>To streamline the distribution process, patrons purchasing a Super Pass will first receive a voucher confirmation. This confirmation is valid fare on ski bus service and connecting UTA service for a single, initial trip to a resort. Once at a resort, Vouchers shall be exchanged for an EFC Pass.</p>
DISCUSSION:	<p>In the spirit of Visit Salt Lake and UTA’s working relationship, UTA will be partnering with Visit Salt Lake in a Ski City Super Pass Agreement for the 2020-21 Ski Season. Entities promoting tourism will continue to sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake will reimburse UTA for transit usage by the Super Pass holders monthly during the ski season.</p> <p>On December 1, 2020 the new UTA Fare Policy will go into effect. This will increase the ski bus rate from \$4.50 to be \$5.00. Visit Salt Lake will pay to UTA a daily rate of \$8.00 per day, per card tapped, which is a 20% discount off the round-trip ski bus fare. UTA and Visit Salt Lake have historically partnered together to offer a UTA transit pass to tourists upon purchase of the Ski City Super Pass .</p>

CONTRACT SUMMARY:	Contractor Name: Visit Salt Lake	Contract Number: 20-F0162
	Base Contract Effective Dates: December 2, 2020 through April 30, 2021	Extended Contract Dates: N/A
	Existing Contract Value:	Amendment Amount:
	Total Amount Contract Value (2020-21): \$15,000-\$17,000	
	Procurement Method: N/A	Funding Sources: N/A
ALTERNATIVES:	Do not approve the contract with Visit Salt Lake and forego revenue received through the contract.	
FISCAL IMPACT:	<p>For the 2019-20 ski season, UTA received \$15,000 in contract revenue from Visit Salt Lake. It is estimated that without the shutdown of service in March because of the Pandemic, revenue could have been as high as \$21,000.</p> <p>Considering the service capacity limits that have been implemented on Ski Bus, and a possible decline in ridership because of the Pandemic, total revenue for the 2020-21 ski season is expected to be between \$15,000-\$17,000. This revenue also takes into account the fare increases on ski bus. It does not account for revenue loss due to service being suspended partially or fully.</p>	
ATTACHMENTS:	1) Contract	

**SKI CITY
SUPER PASS AGREEMENT
2020-2021**

This Ski City Super Pass Agreement ("Agreement") is made effective December 3, 2020 between **VISIT SALT LAKE**, a Utah non-profit corporation ("Visit Salt Lake" or "Administrator"), whose address is 40 South West Temple, Salt Lake City, Utah 84101 and **UTAH TRANSIT AUTHORITY** ("UTA"), a public transit district organized under the laws of the State of Utah.

RECITALS:

WHEREAS, Visit Salt Lake markets a Ski City Super Pass (the "Super Pass" or "Pass") to tour operators, hotels, property management companies, ski councils, travel agencies and other entities promoting tourism in the Salt Lake City area (collectively the "Providers");

WHEREAS, the Providers sell the Super Pass as part of travel packages or overnight lodging packages;

WHEREAS, the Super Pass is redeemable by the holder for an all-day ticket at Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort, all of which are served by UTA ski buses;

WHEREAS, Visit Salt Lake desires to include limited transit eligibility as part of the Super Pass, which will allow holders of the Super Pass to travel to the resorts via UTA TRAX and UTA ski buses without additional cost; and

WHEREAS, Visit Salt Lake will reimburse UTA for transit usage by Super Pass holders at the rate set forth below.

AGREEMENT:

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

1. **SUPER SKI PASS DESIGN AND DISTRIBUTION.** Visit Salt Lake shall be solely responsible for designing, producing, marketing, and distributing the Super Pass. The design of the Super Pass will include imbedding UTA's Electronic Fare Collection ("EFC") information within each Super Pass subject to the approval of UTA, which approval will not be withheld unreasonably. The Super Pass will be designed in a manner that will deter unauthorized reproduction or other fraud or abuse. Visit Salt Lake shall distribute the Super Pass only through the Providers and shall not market the Super Pass directly to the public.

2. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off.
3. **VOUCHER RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, UTA will also recognize a valid Ski City Super Pass Voucher Confirmation ("Voucher") printed or displayed on a mobile device as valid fare on the Ski Bus Service and connecting UTA service (FrontRunner, TRAX, Regular Bus or Streetcar) for a single, initial trip to a resort. Once at a resort, Vouchers shall be exchanged for a Pass. Vouchers are not valid fare on any Paratransit service or other special service.
4. **NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are "non-connecting service." It is the responsibility of the Administer to restrict use on these non-connecting services by notifying Authorized Users of services Passes are valid on. .
5. **HANDLING OF FARE MEDIA.** Visit Salt Lake shall not furnish, provide, assign, sell or resell, or otherwise transfer Super Pass or Voucher to any person who has not purchased or is not eligible to purchase a Super Pass. Issuance records for each issued Super Pass shall be maintained in a log for such purpose. Visit Salt Lake must maintain a log for all Passes issued. At all times during the term of this Agreement, Visit Salt Lake must be able, upon request of UTA, to account for all Passes under this Agreement. The obligation under the preceding sentence shall include: (a) Visit Salt Lake maintaining the unique identification number of each issued Super Pass and the corresponding person issued such Pass; and (b) Visit Salt Lake being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Visit Salt Lake at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.
6. **CONFISCATION OF SUPER PASS OR VOUCHER FOR UNAUTHORIZED USE.** UTA shall confiscate any Super Pass (without notice to Visit Salt Lake) or Voucher that UTA reasonably believes has been duplicated, altered, or misused. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters, or uses a Super Pass or Voucher in any unauthorized way.
7. **NON TRANSFERRABLE.** Super Passes and Vouchers are not transferrable.
8. **PAYMENT.**
 - A. **Monthly Payment.** UTA shall issue Administrator an invoice for actual Pass usage each month within five days after the month ends. Administrator agrees to pay \$8.00 per card used, per day, which is a 20% discount off two ski trips at \$5.00 each. Administrator shall pay UTA within thirty (30) days of the date of the invoice. Administrator is responsible for paying the full amount owed to UTA, regardless of

whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified above. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. In addition, UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

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

9. **REPORTING.**

- A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."
- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users' ridership on Ski Bus Service during the preceding month.
- C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
- D. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.

10. **SKI BUS ROUTES AND HOURS OF OPERATION.** The routes and hours for the operation of the ski buses and all other UTA transportation services shall be established by UTA from time to time in its sole discretion.

11. **TERM.** This Agreement shall be effective as of the date first set forth above and shall continue in full force terminating April 30, 2021

12. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing 30 days' written notice to the other party.
13. **NON-DISCRIMINATION.** Visit Salt Lake agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
14. **FORCE MAJEURE.** In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses.
15. **ATTORNEY'S FEES.** In the event of any action, proceedings, or litigation arising from default in performance of any of the provisions of this Agreement by either UTA or Visit Salt Lake, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs in connection with enforcement of this Agreement.
16. **WAIVER.** The waiver by either party of any of the covenants contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of UTA hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
17. **NOTICES.** Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

IF TO SPONSOR:

Sponsor: _____
ATTN: _____
Address: _____
Address 2: _____
City, State, Zip _____

IF TO UTA:

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

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

- 18. **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 19. **INDEMNIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 20. **ENTIRE AGREEMENT INTEGRATION.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between UTA and Visit Salt Lake, either oral or written between them regarding matters treated herein. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
- 21. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 22. **CHOICE OF LAW: VENUE.** This Agreement shall be governed in all respects by the laws of the State of Utah. Any claim or dispute arising out of this Agreement shall be resolved by a court located in Salt Lake County, Utah.

23. **OTHER INTERESTS.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

24. **PRIOR AGREEMENT.** This Agreement shall supersede, replace, and terminate all prior agreements between the parties.

IN WITNESS WHEREFOR, each of the parties has executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY:

VISIT SALT LAKE:

_____ Date
By:
Title:

_____ Date
By:
Title:

_____ Date
By:
Title:

Approved As To Form:

UTA Legal Counsel



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Megan Waters, Community Engagement Manager
Nichol Bourdeaux, Chief Communications & Marketing Officer

BOARD MEETING DATE: December 2, 2020

SUBJECT:	UTA Fall 2020 COVID-19 Rider Survey Report
AGENDA ITEM TYPE:	Discussion Item
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>In May 2020, UTA conducted a survey with UTA’s general ridership, as well as ECO pass partners, to better understand riders’ experiences on the system during COVID-19. Information provided as a result of this survey was valuable to UTA’s continued efforts to respond to the pandemic and consider the public’s priorities for transit service during COVID-19. In follow up to the spring survey and in efforts to include additional populations in the survey sample, UTA conducted a second rider survey in October 2020 to include educational pass (ED) partners, as well as ECO pass partners and the general ridership once again. The survey populations are not strictly comparable to the Spring survey and represent a subset of the population, not a representative sample of our entire ridership. UTA’s other surveys, including the On Board and the Benchmark Surveys, provide additional insights about our riders.</p>
DISCUSSION:	<p>This presentation contains summary findings from the October survey. There were over 2,000 responses from 115 unique zip codes on this Rider Survey. ECO and ED pass partners make up a large portion of the survey participants (58%). Survey participants represent both current and previous riders, providing us with a wide range of perspectives during COVID-19. We asked survey participants about their riding habits, ridership outlook, and UTA’s response to COVID-19. A comprehensive report will follow this summary report later this year or early next year as we finalize the qualitative analysis.</p>
ALTERNATIVES:	None
FISCAL IMPACT:	Funds to support these efforts are within the Community Engagement Department budget.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Low-Income Fare Pilot Program – Part 2
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion. The Board may take action to approve proposed pilot at this time.
BACKGROUND:	In January 2020, a first part of the Low-Income Pilot (Part 1) was approved by the Board of Trustees and is in place through June 30, 2021. The pilot offers a discount to all Human Services Organizations, provides new fare media and products, changes the distribution channels, creates a new application process, and includes other improvements. Since it was rolled out, the pilot has been very successful. Staff have been working to develop a Low-Income Pilot, Part 2, to offer a low income discount on fares purchased by the public.
DISCUSSION:	<p>Like the Low-Income Pilot, Part 1, a new Low-Income Fare Pilot, Part 2, is being created to revamp the current Horizon Pass Program. The current program offers a 50 percent discount off the regular monthly paper pass to customers that have a valid Horizon card. One way we will improve and revamp the current low-income pass program is by making it available to a larger group of customers that are not currently receiving a discount or subsidized fare.</p> <p>Below are the proposed parameters for the low-income fare pilot:</p> <ol style="list-style-type: none">1) Media: FAREPAY2) Discount: 50 percent3) Application Process: Online or customer service locations4) Qualification: UTA5) Distribution: Mail and customer service locations <p>A pilot is being pursued with the following objectives in mind:</p> <ul style="list-style-type: none">• Immediate assistance to low wage workers• Support economic recovery during COVID-19• Increase the use of electronic media• Support ridership initiatives

	<p>To assist in the administration of this pilot, UTA will create an online form and a database that will house key information necessary for renewals, lost cards, and pilot statistics. Staff will provide a presentation and solicit feedback on the pilot.</p>
<p>ALTERNATIVES:</p>	<p><u>Status Quo:</u> The Board adopted Fare Policy (UTA.02.03) includes the following policy values as guiding principles related to Low Income Fares:</p> <ul style="list-style-type: none"> • Equitable – Eliminates barriers that limit access to transportation for disadvantaged rider groups <p>Staff research indicates that a large segment of low income riders (50 percent) are not receiving a discount at this time – that is, they are paying full fare. Of this group of low income riders paying full fare, approximately 80 percent are low wage workers that are among the most transit dependent riders in the system.</p> <p>Maintaining the status quo would continue to exclude these low income, transit dependent workers from UTA’s low income fare programs, potentially disincen other low-income workers from using the System, and miss an opportunity to contribute to or accelerate the economic recovery of the Region.</p> <p>This pilot is the best alternative to help the largest number of low income riders that do not currently receive any discounts.</p>
<p>FISCAL IMPACT:</p>	<p>Providing a 50 percent discount as part of this pilot will impact current revenue but UTA expects the impact to be negligible. This pilot program is also expected to stimulate ridership and bring in more revenue from new riders.</p> <p>UTA will be using the pilot to refine its understanding and validate assumptions of revenue impacts.</p>
<p>ATTACHMENTS:</p>	<p>None</p>



MEMORANDUM TO THE BOARD

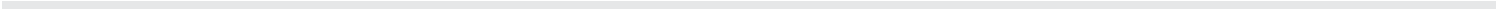
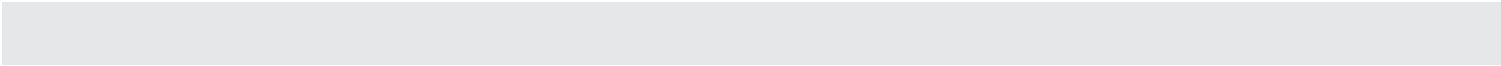
TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: December 2, 2020

SUBJECT:	Fare Capping Pilot Program
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion. The Board may take action to approve proposed pilot at this time.
BACKGROUND:	<p>UTA's prepaid, reloadable FAREPAY card launched in 2013 with a 20 percent promotional discount on local bus, TRAX and FrontRunner. In 2018 the discount was increased to 40 percent on local bus, keeping the 20 percent discount on TRAX and FrontRunner. The 40 percent discount on bus will convert back to 20 percent on 12/01/2020. The FAREPAY card has been a successful electronic fare media for UTA with the goal of making it easier and more convenient for customers to ride transit.</p> <p>The FAREPAY card is a reloadable card that a patron can add between \$5 and \$500 as stored value. Auto reloads, notifications, and card replacements for lost or stolen cards is available when the FAREPAY card is registered to a card holders account. The FAREPAY website allows customers to order a FAREPAY card or check their balance at any time. UTA partners with InComm to provide a wide network of retail outlets where patrons can purchase new cards or reload a card. The FAREPAY card is tapped on electronic readers upon boarding and alighting UTA service.</p> <p>The FAREPAY card is currently used by those that can't afford the high upfront cost of a monthly pass, by infrequent riders, and by patrons that want to take advantage of the current discount. The FAREPAY card is also utilized by corporate entities that want to assist their employees in riding transit but don't qualify or have a need for an ECO pass program.</p>
DISCUSSION:	In April 2020, the Fares Department sought and obtained executive approval to work with IT in developing fare capping functionality. The technology is close to being completed. UTA would like to pilot this technology on the FAREPAY card for a selected group of patrons.



	<p>Below are the proposed parameters for the fare capping program:</p> <ol style="list-style-type: none">1. Media: FAREPAY card2. Daily Cap: \$5 for regular service, \$2.50 reduced fare3. Regular Weekly Cap: \$20 for regular service, \$10 reduced fare4. Premium Weekly Cap: \$40 for premium service, \$20 reduced fare5. Excluded Services: Ski and Park City <p>Fare Capping offers many benefits that include:</p> <ul style="list-style-type: none">• Lower the upfront cost barriers to discount passes making them socially equitable• Provide riders with the best discount based on frequency of use• Convert current riders to the preferred fare media and receive tap data from these riders• Lower the daily and weekly transit expense of transit dependent riders• Encourage increased use of the transit system <p>To administer the pilot effectively, UTA will keep within the set parameters and offer the pilot to a controlled group of patrons. Staff will provide a slide presentation and solicit feedback on the proposed pilot. The presentation will review key elements of the pilot.</p>
ALTERNATIVES:	<p><u>Status quo:</u> The Board adopted Fare Policy (UTA.02.03) includes the following policy values as guiding principles:</p> <ul style="list-style-type: none">• Simple and Easy – The fare structure is simple and easy for riders to understand• Convenient – Fare payment maximizes the convenience of paying fares• Seamless – Fare payment facilitates seamless travel between all transportation modes• Flexible – Anticipates and implements innovative, cost-effective technology• Equitable – Eliminates barriers that limit access to transportation for disadvantaged rider groups• Efficient – Focuses on improved operational efficiency• Sustainable – Supports long-term financial planning and sustainable transit services <p>Maintaining status quo does not move the Agency in the desired direction articulated in the policy values or address opportunities to do so, as presented in the proposed pilot.</p> <p><u>Other alternatives:</u> Although there may be other ways to achieve the policy values outlined in the Fare Policy, this option meets the intent of all the guiding principles.</p>
FISCAL IMPACT:	UTA’s initial determination is that there is little to no fiscal impact. The pilot will be geared towards a relatively small test group and any discounts received by this small test



	group from fare capping would be roughly equal to the current 20 percent discount offered to FAREPAY card holders in the test group.
ATTACHMENTS:	None