

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



Wednesday, November 11, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at

[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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

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

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, November 10<sup>th</sup>, will be distributed to board members prior to the meeting:
  - online at <https://www.rideuta.com/Board-of-Trustees>
  - via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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|---|--|
| <b>1. Call to Order and Opening Remarks</b>   | <b>Chair Carlton Christensen</b>                               |
| <b>2. Safety First Minute</b>   | <b>Sheldon Shaw</b>  |
| <b>3. Consent</b><br>a. Approval of November 4, 2020 Board Meeting Minutes  | <b>Chair Carlton Christensen</b>                               |
| <b>4. Agency Report</b><br>a. December Change Day<br>b. Public Hearing– Tentative Budget 2021<br>c. Election Day Free Fare Report   | <b>Carolyn Gonot</b>   |
| <b>5. Contracts, Disbursements and Grants</b><br>a. Contract: Driver Barriers (Gillig LLC)<br>b. Change Order: Program Management Services Change Order #13 - Traction Power Substation (TPSS) Preliminary Design Drawings (WSP USA, Inc.)<br>c. Change Order: Program Management Services Change Order #14 - Update Financial Plan & Model (WSP USA, Inc.) | Eddy Cumins, Kyle Stockley<br>Mary DeLoretto<br>Mary DeLoretto |

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

Live Streaming: [https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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- d. Pre-Procurements Todd Mills
    - i. Snow Removal for Multiple Frontrunner and UVX Parking Lots
    - ii. Onboard Mobile Gateway
    - iii. Program Management Services Consultant
  - e. Grant Application: 2020 Pilot Program for Transit Oriented Development Planning Grant – Point of the Mountain Connections (FTA) Mary DeLoretto
- 6. Service and Fare Approvals Monica Morton**
- a. Fare Agreement: Ski Bus Agreement (Alta Lift Co.)
  - b. Fare Agreement: Ski Bus Agreement (Brighton Ski Resort)
  - c. Fare Agreement: Ski Bus Agreement (Snowbird Ski Resort, LLC)
  - d. Fare Agreement: Ski Bus Agreement (Solitude Mountain Ski Area, LLC)
- 7. Discussion Items**
- a. Low Income Fare Pilot Program Update Monica Morton,  
Kensey Kunkel
  - b. Draft 5-year Service Plan Mary DeLoretto,  
Laura Hanson
- 8. Other Business Chair Carlton Christensen**
- a. 2021 Tentative Budget Open House and Hearing: November 11, 2020 at 5:30 p.m.
  - b. Next Meeting: December 2, 2020 at 9:00 a.m.
- 9. Adjourn Chair Carlton Christensen**
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**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [calldredge@rideuta.com](mailto:calldredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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**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

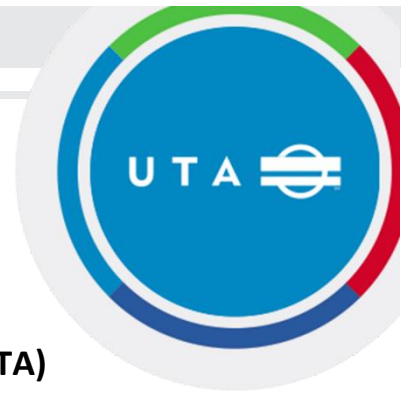


# MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** November 11, 2020

<b>SUBJECT:</b>	<b>Approval of November 4, 2020 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the November 4, 2020 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, November 4, 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 <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2020-11-04_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 4, 2020**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook

Also in attendance were Jeff Acerson (UTA board appointee awaiting Senate confirmation) 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 Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

A technical issue occurred at 9:03 a.m. and Chair Christensen called for a break to resolve it.

The meeting restarted at 9:20 a.m. Chair Christensen called the meeting to order a second time and Ms. Ostler re-read the electronic board meeting determination.

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

**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 September 30, 2020 Budget Work Session Meeting Minutes
- b. Approval of October 1, 2020 Budget Work Session Meeting Minutes
- c. Approval of October 2, 2020 Budget Work Session Meeting Minutes
- d. Approval of October 8, 2020 Budget Work Session Meeting Minutes
- e. Approval of October 28, 2020 Board Meeting Minutes

A motion to approve the consent agenda with a minor typographical correction to the October 8, 2020 Budget Work Session Meeting Minutes was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously.

**Agency Report.**

**UTA Ski Bus Outreach Efforts.** Carolyn Gonot, UTA Executive Director, was joined by Andrea Packer, UTA Communications Director; Lorin Simpson, UTA Regional General Manager – Salt Lake Business Unit; and James Larson, UTA Public Relations Specialist. Mr. Simpson spoke about agency objectives in managing concerns related to the COVID-19 pandemic and reviewed ski bus routes by county. Ms. Packer highlighted key messages and outlined operational and outreach tactics related to ski service.

Discussion ensued. Questions on additional safety measures, communications coordination, coordination with schools, bus capacity, and potential for implementing a reservation system were posed by the board and answered by staff.

**Bond Refunding.** Ms. Gonot was joined by Troy Bingham, UTA Comptroller. Mr. Bingham summarized the outcome of the recent bond refunding in which UTA realized a net present value savings of 9.3% and saved \$6.8 million over the lifespan of the bonds.

**2021 Budget Hearing and Open House.** Ms. Gonot invited the community to participate in a virtual open house on Tuesday, November 10, 2020 at 6:00 p.m. or in person at an open house on Wednesday, November 11, 2020 at 5:30 p.m. A public hearing will follow the open house on November 11 at 6:00 p.m. In addition to the open houses and public hearing, community members will have 30 days to review budget documents and submit comment on the 2021 budget through a variety of formats, including phone, e-mail, and the UTA website ([www.rideuta.com](http://www.rideuta.com)).

**Financial Report – September 2020.** Brad Armstrong, UTA Senior Manager of Budget & Financial Analysis, reviewed the financial report for September 2020, including the financial dashboard, passenger revenues, sales tax collections, sales tax revenues, revenue loss and Coronavirus Aid, Relief, and Economic Security (CARES) Act funding estimates, operating expense variance by mode, operating expense variance by type, and operating expense variance by chief officer.

Discussion ensued. Questions on impact of ridership trends on revenue and sales tax variance were posed by the board and answered by Mr. Armstrong.

**Investment Report – Third Quarter 2020.** Mr. Bingham summarized UTA’s investment yields and benchmark comparisons for the third quarter of 2020.

Discussion ensued. A question on inclusion of bond payments in PTIF funds was posed by the board and answered by Mr. Bingham.

## **Resolutions.**

**R2020-11-01 Resolution Approving the Third Amendment of the Authority’s 2020 Budget.** Mary DeLoretto, UTA Chief Service Development Officer, was joined by Mr. Bingham. Ms. DeLoretto explained the resolution, which amends the agency’s 2020 capital budget by reallocating funds to specific project budgets and reducing funds for projects that will be incorporated into the 2021 budget. She noted the changes outlined in the resolution were discussed in detail during the UTA board meeting held on October 28, 2020.

Ms. DeLoretto followed up on a question raised during the October 28, 2020 board meeting regarding the requirements related to the Sharp-Tintic project funds. Ms. DeLoretto indicated that according to the federal agreement that is currently in place, the funds do not need to be transferred to the Utah Department of Transportation and held in escrow but instead can be paid on an invoice basis.

A motion to approve R2020-11-01 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**R2020-11-02 Resolution Modifying the Authority’s Organizational Structure.** Ms. Gonot was joined by Kim Ulibarri, UTA Chief People Officer. Ms. Gonot recommended an organizational structure in which the Chief of Communications & Marketing will become the Chief of Planning & Engagement and a new chief office position, Chief of Enterprise Strategy, will be created. She also indicated the Public Relations & Marketing function will report directly to the Executive Director.

Discussion ensued. Chair Christensen mentioned the costs associated with the organizational changes are nominal.

A motion to approve R2020-11-02 was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

**R2020-11-03 Resolution Ratifying the Adoption of the Tentative 2021 Budget.** Ms. Gonot was joined by Bill Greene, UTA Chief Financial Officer. Mr. Greene summarized the resolution, which establishes a tentative budget for 2021. He noted a need to change the resolution exhibits contained in the meeting packet to correct computational errors and round revenues and expenditures.

A motion to approve R2020-11-03 with updated exhibits was made by Trustee Holbrook and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Holbrook and Chair Christensen.

### **Contracts, Disbursement, and Grants.**

**Contract: External Financial Auditor (Crowe, LLP).** Mr. Bingham requested the board approve a contract with Crowe, LLP for independent external auditing services. The contract term is three years with two one-year options. The total contract value (including options) is \$474,050.

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

**Contract: Light Rail Communications System Replacement (Woojin IS America, Inc.).** Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins asked the board to approve a contract with Woojin IS America, Inc. in the amount of \$2,947,477 to replace the communication system on 23 SD100 and 17 SD160 light rail vehicles.

Discussion ensued. Questions on the system flexibility and audio quality were posed by the board and answered by staff.

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



## Discussion Items.

**Mid-Valley Connector Capital Project with Funding Plan.** Chair Christensen noted representatives from Taylorsville City were in attendance, including Senator Wayne Harper, Mayor Kristie Overson, and John Taylor.

Ms. DeLoretto delivered a presentation on the Mid-Valley Connector project (a bus rapid transit project), including a project overview, history, funding plan, and schedule.

Senator Harper and Mayor Overson expressed strong support for the project.

Chair Christensen inquired about transit-oriented development opportunities in Taylorsville along the bus rapid transit route. The project's potential for competing for federal funds was also discussed.

**Wattsmart UTA Energy Plan.** Dan Locke, UTA Environmental Compliance Administrator, was joined by Hal Johnson, UTA Manager of Project Development & Systems Planning. Mr. Johnson highlighted shared objectives with Rocky Mountain Power and UTA's energy vision. Mr. Locke outlined the agency's energy goals, focus areas, grid resilience objectives, and Wattsmart application.

Discussion ensued. Questions on Rocky Mountain Power's involvement in hydrogen fueling, UTA's plans for retrofitting lighting on vehicles, power management at the Depot District facility, and emergency power accessibility were posed by the board and answered by staff.

## Other Business.

**Next Meeting:** The next meeting of the board will be on Wednesday, November 11, 2020 at 9:00 a.m.

**Adjournment.** The meeting was adjourned at 10:57 a.m. by motion.

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

*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/publicbody/940.html> for entire content.*

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

UNAPPROVED

## Appendix A

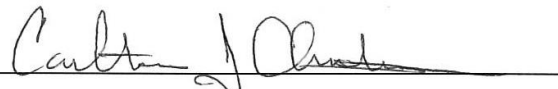
### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

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

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
  - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person 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 October 7, 2020, and is effective until midnight on November 6, 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 30 day of September, 2020.

  
\_\_\_\_\_  
Carlton Christensen Chair of the Board of Trustees

## Appendix B

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

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**Received on November 2, 2020 from George Chapman:**

Comments to Board of Trustees meeting Nov 4

Most important bus stop amenity is a red curb 15 ft from stop and making sure bus stop is away from anything that interferes with the bus going the the curb.

I sent a picture last week that showed what happens when a bus stop is next to a pole or the bus stop sign is closer than 2 feet from the curb. Bus drivers are told to stay up to 4 feet from the curb!

Before spending money on bus stop amenities, prioritize the plans:

1 bus stop curbs painted red

2 bus stop away from poles trees and anything that stops bus from going to the curb

3 Shelter with roof wide enough to handle 10 riders waiting in the rain

On another note, since UTA is getting FTA assistance on the midvalley connector/BRT, when will UTA do an EIS?

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# 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:** November 11, 2020

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<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"><li>- December change day</li><li>- Public Hearing– Tentative Budget 2021</li><li>- Election Day Free Fare Report</li></ul>



## 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  
 Kyle Stockley, Vehicle Overhaul & Bus Support Manager

**BOARD MEETING DATE:** November 11, 2020

<b>SUBJECT:</b> Driver Barriers (Gillig LLC)		
<b>AGENDA ITEM TYPE:</b>	Expense Contract	
<b>RECOMMENDATION:</b>	Ratify a purchase order and associated disbursements previously executed as an emergency purchase with Gillig LLC for the order of 454 plastic driver barriers in the amount of \$498,750.	
<b>BACKGROUND:</b>	To better protect Operators from the COVID-19 pandemic, staff ordered 454 plastic driver barriers for the Gillig bus fleet. This purchase order was executed with Gillig LLC for the purchase of plastic driver barriers to help better protect UTA Operators from the spread of COVID-19. Adding the plastic driver barriers provided a clear physical barrier between operators and customers. Additionally, these barriers will provide a level of security not currently present.	
<b>DISCUSSION:</b>	<p>UTA staff wanted to inform the Board of the emergency purchase with Gillig LLC for the order of 454 plastic driver barriers in the amount of \$498,750. Although the pre-procurement went to the Board, the order was placed as an emergency sole-source purchase to provide more timely protection for our operators, and therefore did not go through the normal contract approval process.</p> <p>The initial order was for 420 barriers which have already been installed. UTA ordered an additional 34 barriers to outfit training buses and trolleys and to ensure an adequate number of spares. This purchase was approved as a sole source procurement with Gillig LLC. Gillig LLC is the original equipment manufacturer (OEM) and had a viable solution readily available to fit our buses with only minor modifications. This project is expected to be completed by November 2020.</p>	
<b>CONTRACT SUMMARY:</b>	Contractor Name: Gillig LLC	Contract Number: PO#16438
	Base Contract Effective Dates: 5/1/2020 - 11/30/2020	Extended Contract Dates: N/A

	Existing Contract Value: \$0	Amendment Amount: \$0
	New/Total Amount Contract Value: \$498,750	
	Procurement Method: Emergency Sole Source	Funding Sources: Federal
<b>ALTERNATIVES:</b>	N/A	
<b>FISCAL IMPACT:</b>	The project was covered by MSP246.	
<b>ATTACHMENTS:</b>	1) Purchase Order	



<b>GILLIG CORPORATION</b> <b>P.O. BOX 45569</b> <b>SAN FRANCISCO CA 94145-0569</b>		 <b>Utah Transit Authority</b> <i>An Equal Opportunity Employer</i>	PURCHASE ORDER NUMBER <b>OF</b>	<b>16438</b>
			<b>PO Number Must Appear On All Invoices And Shipments</b>	
			<b>VENDOR NUMBER</b> 1103769	<b>PO DATE</b> 5/1/2020
<b>SEND INVOICE TO:</b> <b>AP@RIDEUTA.COM</b> 669 W 200 S SLC, UT 84101	<b>SHIP TO:</b> <b>ATTENTION: RECEIVING</b> <b>3600 S 700 W</b> <b>Salt Lake City UT 84119</b>	<b>801-287-3008</b> <b>www.rideuta.com</b>	<b>ORDER TAKEN BY</b> Higgins, Jolene M	<b>FOB</b> Freight Pre-pay And Add
			<b>BUYER</b>	<b>PAGE NUMBER</b> 1 of 1

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 498,750.00      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
0	00008044	5/1/20	420 EA	82-91503-UTAH 40-6224.68912	Driver Barriers Covid 19 Gillg Buses	1095.0000	459,900.00
0	00008044	5/1/20	2 EA	82-91516-UTATROLLEY 40-6224.68912	Driver Barriers Covid 19 Trolley	1500.0000	3,000.00
0	00008044	5/1/20	2 EA	82-91503-UTATROLLEY 40-6224.68912	Driver Barriers Covid 19 Trolley	1500.0000	3,000.00
0	00008044	5/1/20	30 EA	82-91503-UTAH 40-6224.68912	Driver Barriers for Covid 19 Training Buses	1095.0000	32,850.00

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: January 2017, 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 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).



## 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:** November 11, 2020

<b>SUBJECT:</b>	<b>Program Management Services Change Order #13 - Traction Power Substation (TPSS) Preliminary Design Drawings (WSP USA, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	Change Order
<b>RECOMMENDATION:</b>	Approve change order and associated disbursements for WSP Program Management contract for the development of Preliminary Design Drawings for UTA's upcoming Traction Power Substation Rehabilitation Project in the amount of \$515,332.
<b>BACKGROUND:</b>	<p>On Tuesday evening, October 2, 2018, a catenary wire in downtown Salt Lake City that is used to carry power to UTA's TRAX system broke, fell onto a light rail train, and caused a minor explosion on the train. All catenary lines in the area were immediately shut down and halted all TRAX movement.</p> <p>After the timely repair of the catenary wire, an in-depth analysis of UTA's aging Traction Power SubStations (TPSS) and a load flow study was performed to determine potential problems with the TRAX power delivery system and possible solutions. Results of this study determined modifications will need to be made to the existing TPSS sites to carry the required power loads from the increased TRAX train traffic over the years.</p> <p>In order to make these required TPSS modifications, a Request for Proposals (RFP) needs to be advertised through UTA. This RFP will allow contractors to submit a plan, schedule, and price to make said modifications. However, before the RFP can be advertised, a preliminary set of plans and specifications needs to be prepared for the potential contractors to review. UTA will need assistance in preparing this preliminary plan set.</p>
<b>DISCUSSION:</b>	The preparation of a preliminary plan set for the TPSS modifications is within the scope of services of WSP's existing Program Management Services Contract and justification has been prepared and included with the change order. The knowledge WSP has gained of the TPSS/catenary power delivery problem UTA is experiencing is beneficial to performing these services. A change order will be made to the existing WSP contract for this support effort.

<b>CONTRACT SUMMARY:</b>	Consultant Name: WSP	Contract Number: 18-2741TP
	Base Contract Effective Dates: Mar 3, 2014-Mar 3, 2019	Extended Contract Dates: Mar 3, 2019-Mar 3, 2020 (Option year #1) Mar 3, 2020-Mar 3, 2021 (Option year #2)
	Existing Contract Value: \$23,534,278	Amendment Amount: \$515,332
	New/Total Amount Contract Value: \$24,049,610	
	Procurement Method: Currently under contract	Funding Sources: Local funds
<b>ALTERNATIVES:</b>	Advertise for an outside consultant to develop preliminary plans and specifications. Hiring another consultant to perform these services would require additional time, money, and UTA resources.	
<b>FISCAL IMPACT:</b>	The work will be funded under the TPSS Rehabilitation capital project budget for 2020	
<b>ATTACHMENTS:</b>	1) Change Order #13 2) Justification Memo 3) <a href="#">Link to 2020-02-12 BOT Packet which includes original contract</a>	

Utah Transit Authority  
 669 West 200 South  
 Salt Lake City, Utah 84101  
 Phone: (801) 741-8885  
 Fax: (801) 741-8892



CHANGE ORDER

No. 13

TITLE: Development of Preliminary Design Drawings for Traction Power Sub-Station Rehabilitation Project  
 PROJECT/CODE: SGR397 - TPSS Component Replacement  
 TO: WSP USA, Inc.  
 ATTN: Arpit Talati

DATE: 8/21/2020  
 This is a change order to CONTRACT No: UT13-064GL

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

WSP USA is in the process of performing a load flow study of the TRAX system of Salt Lake City, which includes simulations for normal and contingency operations for several train service plans. They include the normal peak period, special event operations for Football Games and for Extra School ridership, as well as service schedules without and with a planned future Black Line. The main objective of the study is to determine the appropriate parameters and ratings of the replacement substations for the 18 legacy traction power (TP) substations by Impulse Inc, as well as any upgrades to the TP dc distribution system, in order to meet the TP System's performance criteria. Preliminary results have determined that There is no need for new traction power sub-stations (TPSS) sites, the preliminary estimate is for all new substations to be rated at 2000 kW nominal, physical Size Factor for the New 2000 kW Rated Sub-stations can fit into the footprint of the old Impulse sub-stations, some of the positive dc feeders, especially some of those sized at 2-500 kcmil CU cables, will have to be replaced by new feeders of larger size and the Present 4000-Amp Rating of the DC Feeder Circuit Breakers is Adequate. This change order is for the cost to provide the RFP documents that will include design drawings, specifications, and calculations. For any of the additional improvement items that are planned to be incorporated such as the pole-mount disconnect switch to pad-mount conversion or feeder cable replacement will be included as preliminary drawings for this work and will be covered by the TPSS site plans to locate the new disconnect switch lineup and underground raceway plans to show the number of new cables that will be pulled through existing underground infrastructure and to confirm conduit fill and cable pull requirements can be met.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$515,332	Original Contract Sum:	\$2,889,187	Final Completion Date Prior to This Change:	3/3/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$20,645,091	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$23,534,278	Final Completion Date as of This Change Order:	3/3/2021
Total:	\$515,332	Net Change This Change Order:	\$515,332		
		Current Project Total:	\$24,049,610		

ACCEPTED:  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Arpit Talati  
 WSP USA, Inc.

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Grey Turner  
 Project Manager <\$10,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Manjeet Ranu  
 Director of Capital Projects <\$50,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Mary DeLoretto  
 Chief Service Dev Officer <\$100,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Vicki Woodward  
 Procurement

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Michael Bell  
 Legal Review

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Carolyn M. Gonot  
 Executive Director >\$100,000



Change Order Summary Worksheet  
Previously Authorized Changes

Contract	UT13-064GL PB
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$2,889,187	
1	11/21/2014	\$2,288,471	\$5,177,658	2015 Contract Extension
2	3/20/2015	(\$383,054)	\$4,794,604	Deductive Change Order for 2014 remaining contract amount
3	12/18/2015	\$4,297,976	\$9,092,580	2016 Contract Extension
4	3/18/2016	(\$128,577)	\$8,964,003	Deductive Change Order for 2015 Remaining Contract Amount
5	12/16/2016	\$4,415,361	\$13,379,364	2017 Contract Extension
6	4/21/2017	(\$973,056)	\$12,406,308	Deductive Change Order for 2016 Remaining Contract Amount
7	12/15/2017	\$4,711,673	\$17,117,981	Year Five Contract Scope and Budget for 2018
8	2/16/2018	(\$173,983)	\$16,943,998	Deductive Change Order for 2017 Remaining Contract Amount
9	12/21/2018	\$3,999,316	\$20,943,314	One Year Contract Extension with 2019 Scope and Budget
10	3/15/2019	(\$399,286)	\$20,544,028	Deductive Change Order for 2018 Remaining Contract Amount
11	2/12/2020	\$3,997,717	\$24,541,745	One Year Contract Extension with 2020 Scope and Budget
12	3/20/2020	(\$1,007,467)	\$23,534,278	Deductive Change Order for 2019 Remaining Contract Amount
Total to Date		\$ 20,645,091		

TPSS REHAB PRELIMINARY DESIGN DRAWINGS						
No.	Drawing Title	No. of Sheets	Hour/Sheet	Subtotal Hours	LOE	Burdened Cost
1	COVER SHEET	1	20	20	\$1,510	\$3,549
2	TRACTION POWER NOTES	1	20	20	\$1,510	\$3,549
3	ABBREVIATIONS	1	20	20	\$1,510	\$3,549
4	LAYOUT AND ELECTRICAL SYMBOLS	1	20	20	\$1,510	\$3,549
5	DEVICE TABLE	1	20	20	\$1,510	\$3,549
6	CONSTRUCTION STAGING TPSS REHAB WORK TASKS TYPICAL TPSS	1	40	40	\$3,020	\$7,097
7	MASTER SINGLE LINE DIAGRAMS	4	40	160	\$12,080	\$28,388
8	METER AND RELAY SINGLE LINE DIAGRAM DEMOLITION PLAN-EXISTING TPSS	1	40	40	\$3,020	\$7,097
9	12.47 kV AC CIRCUIT BREAKER CONTROL SCHEMATICS TYPICAL TRACTION POWER FACILITY CONTROL RETROFIT	1	40	40	\$3,020	\$7,097
10	PLC LOGIC DIAGRAM TYPICAL TRACTION POWER FACILITY AC CIRCUIT BREAKER	1	40	40	\$3,020	\$7,097
11	825V DC CIRCUIT BREAKER CONTROL SCHEMATICS TYPICAL TRACTION POWER FACILITY DC FEEDER CIRCUIT BREAKER	1	40	40	\$3,020	\$7,097
12	PLC LOGIC DIAGRAM TYPICAL TRACTION POWER FACILITY DC FEEDER CIRCUIT BREAKER	1	40	40	\$3,020	\$7,097
13	GROUND PROTECTION SCHEMATIC DC SWITCHGEAR ENCLOSURES TYPICAL TPSS	1	40	40	\$3,020	\$7,097
14	SINGLE LINE DIAGRAM 125 V DC DISTRIBUTION SYSTEM TYPICAL TPSS	1	40	40	\$3,020	\$7,097
15	ELECTRICAL DEMOLITION PLAN TYPICAL TPSS	1	40	40	\$3,020	\$7,097
16	ELECTRICAL POWER PLAN TYPICAL TPSS	1	40	40	\$3,020	\$7,097
17	PANELBOARD SCHEDULE TYPICAL TPSS	1	40	40	\$3,020	\$7,097
18	CONTROL AND ANUNCIATOR PANEL GENERAL ARRANGEMENT TYPICAL TPSS	1	40	40	\$3,020	\$7,097
19	DC ISOLATION CABINET MODIFICATIONS TYPICAL TRACTION POWER SUBSTATION	1	40	40	\$3,020	\$7,097
20	DEMOLITION PLAN EXISTING TPSS SRJ14	1	40	40	\$3,020	\$7,097
21	DEMOLITION DETAILS EXISTING TPSS SRJ14	1	40	40	\$3,020	\$7,097
22	SITE LAYOUT PLAN TPSS SRJ14 RETROFIT	1	40	40	\$3,020	\$7,097
23	TPSS EQUIPMENTARRANGEMENT PLAN TYPICAL TPSS	1	40	40	\$3,020	\$7,097
24	TPSS EQUIPMENT ARRANGEMENT PLAN TPSS 300 S	1	40	40	\$3,020	\$7,097
25	TPSS EQUIPMENT REMOVAL PLAN TYPICAL TPSS	1	40	40	\$3,020	\$7,097
26	TPSS EQUIPMENT REMOVAL PLAN TPSS 300 S	1	40	40	\$3,020	\$7,097
27	EXISTING FOUNDATION PLAN TYPICAL PREFAB TPSS DC FEEDER PENETRATIONS	2	40	80	\$6,040	\$14,194
28	RACEWAY ROUTING PLAN TYPICAL PREFAB TPSS	2	40	80	\$6,040	\$14,194
29	RACEWAY ROUTING SECTIONS TYPICAL PREFAB TPSS	2	40	80	\$6,040	\$14,194
30	RACEWAY ROUTING PLAN TPSS 300S	2	40	80	\$6,040	\$14,194
31	RACEWAY ROUTING SECTIONS TPSS 300S	2	40	80	\$6,040	\$14,194
32	UNDERGROUND RACEWAY AND CABLE PLANS	18	20	360	\$27,180	\$63,873
33	SCADA I/O LISTING TYPICAL TRACTION POWER FACILITY	1	40	40	\$3,020	\$7,097
34	CONTROL AND ANNUNCIATOR PANEL HMI - OVERVIEW DISPLAY TYPICAL TRACTION POWER FACILITY	1	40	40	\$3,020	\$7,097
35	CONDUIT / CABLE TRAY SCHEDULE TYPICAL TPSS	4	40	160	\$12,080	\$28,388
36	EQUIPMENT ENCLOSURE STATIC SIGNAGE	1	40	40	\$3,020	\$7,097
37	DUCT BANK DETAILS TYPICAL TPSS	1	40	40	\$3,020	\$7,097
38	825 V DC CABLE TERMINATION DETAILS	1	40	40	\$3,020	\$7,097
39	DEMOLITION DETAILS REMOVAL OF DC POSITIVE AND RETURN CABLES	1	40	40	\$3,020	\$7,097
40	PAD MOUNT DISCONNECT SWITCH INSTALLATION DETAILS TYPICAL TPSS	1	40	40	\$3,020	\$7,097
41	NEGATIVE RETURN CONNECTIONS AND DETAILS TYPICAL TPSS	1	40	40	\$3,020	\$7,097
42	COMMUNICATIONS CABINET CCA LAYOUT DETAILS	1	40	40	\$3,020	\$7,097
43	TYPICAL ACCESS CONTROL SYSTEM EQUIPMENT DETAILS	1	40	40	\$3,020	\$7,097
44	TYPICAL CCTV SYSTEM CAMERA MOUNTING DETAILS	1	40	40	\$3,020	\$7,097
45	ACCESS CONTROL AND CCTV BLOCK DIAGRAM TYPICAL SUBSTATION	1	40	40	\$3,020	\$7,097
46	FIBER CONNECTION OVERVIEW IMPULSE N-S LINE	1	40	40	\$3,020	\$7,097
47	COMMUNICATIONS SYSTEM BLOCK DIAGRAM TYPICAL SUBSTATION	1	40	40	\$3,020	\$7,097
48	COMMUNICATIONS AND INTERCONNECTION DIAGRAM TYPICAL TPSS	1	40	40	\$3,020	\$7,097
	<b>Design Drawing Total</b>	<b>76</b>		<b>2580</b>	<b>\$194,790</b>	<b>\$457,757</b>
<b>CONTRACT SPECIFICATIONS</b>						
	RFP Procurement Specs		80	80	\$7,000	\$16,450
	General Conditions		80	80	\$7,000	\$16,450
	Div 34		120	120	\$10,500	\$24,675
<b>DESIGN CALUCULATIONS</b>						
	Feeder Ampacity Calculations (Part of Load Flow Study)		160	160	\$16,000	\$37,600
	Preliminary Coordination Study		240	240	\$24,000	\$56,400
	Preliminary Cable Fill and Cable Pull		120	120	\$9,000	\$21,150
	<b>Design Drawings, contract specifications, and design calculation Total</b>					<b>\$515,332</b>

**Labor Classification**

Lead Engineer	Rate	75
Senior Engineer		100
CADD Technician		60



## 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:** November 11, 2020

<b>SUBJECT:</b>		<b>Program Management Services Change Order #14 - Update Financial Plan &amp; Model (WSP USA, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	Change Order	
<b>RECOMMENDATION:</b>	Approve change order and associated disbursements for WSP’s Program Management contract for assistance in updating UTA’s Financial Plan and Model in the amount of \$258,000.	
<b>BACKGROUND:</b>	As required by FTA guidelines, UTA must produce a financial plan as part of the documentation for the application for numerous programs. Capital and operating costs for each project are developed and then combined into the long-range financial plan for UTA. UTA is continually updating the plan and is requiring assistance in developing a more refined model.	
<b>DISCUSSION:</b>	<p>In preparation of the future capital and operating budgets and potential large-scale UTA projects, an updated financial plan and model will help to clearly state UTA’s financial position and define cost impacts of changing service levels, state of good repair projects, financial and economic conditions, and future capital development. UTA is requesting assistance from WSP to update the current financial plan and develop a model to assist with financial planning forecasting and funding strategies.</p> <p>This Financial Planning Services task order is covered under Scope of Services Task 7.0 of the Program Management Services Contract that UTA currently has with WSP. The approval of this change order will allow WSP to provide a financial model, support financial plans for federal projects, and train staff in the use of the model.</p>	
<b>CONTRACT SUMMARY:</b>	Consultant Name: WSP USA Inc.	Contract Number: 18-2741TP
	Base Contract Effective Dates: Mar 3, 2014-Mar 3, 2019	Extended Contract Dates: Mar 3, 2019-Mar 3, 2020 (Option year #1) Mar 3, 2020-Mar 3, 2021 (Option year #2)

	Existing Contract Value: \$24,049,610	Amendment Amount: \$258,000
	New/Total Amount Contract Value: \$24,307,610	
	Procurement Method: Currently under contract	Funding Sources: Local funds
<b>ALTERNATIVES:</b>	Advertise RFP for outside consultant to develop Plan and Model. However, this scope is part of the Program Management Services contract with WSP.	
<b>FISCAL IMPACT:</b>	Funds for this work will come from the Executive Director's operating budget.	
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1) Change Order</li> <li>2) <a href="#">Link to 2020-02-12 BOT Packet which includes original contract</a></li> </ol>	



Utah Transit Authority  
 669 West 200 South  
 Salt Lake City, Utah 84101  
 Phone: (801) 741-8885  
 Fax: (801) 741-8892



CHANGE ORDER

No. 14

TITLE: Update UTA's Financial Plan and Model  
 PROJECT/CODE: MUL2014 - Multi Year Prof Services Contracts  
 TO: WSP USA, Inc.  
 ATTN: Arpit Talati

DATE: 10/16/2020  
 This is a change order to  
 CONTRACT No: UT13-064GL

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

This change order is for WSP to provide assistance to UTA in financial planning services for the preparation of the future capital and operating budgets and potential large-scale UTA projects, an updated financial plan and model will help to clearly state UTA's financial position and define cost impacts of changing service levels, state of good repair projects, financial and economic conditions, and future capital development. UTA is requesting assistance and support from WSP to help UTA update the current financial plan and develop a model to assist with financial planning forecasting and funding strategies.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$258,000	Original Contract Sum:	\$2,889,187	Final Completion Date Prior to This Change:	3/3/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$21,160,423	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$24,049,610	Final Completion Date as of This Change Order:	3/3/2021
Total:	\$258,000	Net Change This Change Order:	\$258,000		
		Current Project Total:	\$24,307,610		

ACCEPTED:

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

Arpit Talati  
 WSP USA, Inc.

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Grey Turner  
 Project Manager <\$10,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Manjeet Ranu  
 Director of Capital Projects <\$50,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Mary DeLoretto  
 Chief Service Dev Officer <\$100,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Vicki Woodward  
 Procurement

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Michael Bell  
 Legal Review

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Carolyn M. Gonot  
 Executive Director >\$100,000



Change Order Summary Worksheet  
Previously Authorized Changes

Contract UT13-064GL PB

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$2,889,187	
1	11/21/2014	\$2,288,471	\$5,177,658	2015 Contract Extension
2	3/20/2015	(\$383,054)	\$4,794,604	Deductive Change Order for 2014 remaining contract amount
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4	3/18/2016	(\$128,577)	\$8,964,003	Deductive Change Order for 2015 Remaining Contract Amount
5	12/16/2016	\$4,415,361	\$13,379,364	2017 Contract Extension
6	4/21/2017	(\$973,056)	\$12,406,308	Deductive Change Order for 2016 Remaining Contract Amount
7	12/15/2017	\$4,711,673	\$17,117,981	Year Five Contract Scope and Budget for 2018
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9	12/21/2018	\$3,999,316	\$20,943,314	One Year Contract Extension with 2019 Scope and Budget
10	3/15/2019	(\$399,286)	\$20,544,028	Deductive Change Order for 2018 Remaining Contract Amount
11	2/12/2020	\$3,997,717	\$24,541,745	One Year Contract Extension with 2020 Scope and Budget
12	3/20/2020	(\$1,007,467)	\$23,534,278	Deductive Change Order for 2019 Remaining Contract Amount
13	8/21/2020	\$515,332	\$24,049,610	Prepare and provide the RFP Documents for Traction Power Sub-Stations Replacements
Total to Date		\$ 21,160,423		



October 7, 2020

Ms. Carolyn M. Gonot  
Executive Director  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101

**RE: WSP Proposal to Provide Financial Planning Augmentation and Support Services - Updated**

Dear Ms. Gonot:

WSP USA is eager to assist the Utah Transit Authority (UTA) in its efforts to develop a financial model and prepare a financial plan, as a task order under WSP's program management contract. We propose to leverage existing financial modeling tools and prior financial planning documentation to streamline the development of proposed deliverables. Working closely with UTA staff, we will assist in the development of a financial model in a timely and cost-effective manner. This letter includes our proposed scope, schedule, and budget.

Appendix A presents a detailed Scope of Services and Appendix B presents a detailed cost proposal.

**Proposed Services**

Our proposal includes the following services:

- 1. Develop UTA Financial Model:** WSP will assist UTA in the development of a financial model for UTA's agency-wide capital and operating sources and uses. The financial model will implement FAST (Flexible, Appropriate, Structured, Transparent) Modeling Standards to facilitate model auditing and modifications by multiple persons. Our team will use UTA agency-wide data in the financial model to produce cash flow projections. This task includes development of an estimate of UTA's financial capacity to fund and finance the current system. This task will also examine UTA's financial capacity to support additional capital projects and consider strategies to resolve any projected funding shortfalls. *(Anticipated timeframe: November 2020 to January 2021)*
- 2. Document UTA Agency-wide Financial Plan:** WSP will assist and support UTA in preparation of a draft UTA agency-wide financial plan demonstrating UTA's capacity to fund/finance UTA's capital programs and fund O&M of UTA bus, bus rapid transit (BRT), light rail, commuter rail, streetcar, vanpool, and paratransit services. Deliverables will include the draft project and agency-wide financial plan report and a financial sensitivity analysis. *(Anticipated timeframe: December 2020 to February 2021)*
- 3. Financial Modeling Training:** WSP will assist and support in providing training for UTA staff pertaining to the newly developed financial model (Task 1), including a financial model user guide and a one-day training session. *(Anticipated timeframe: February 2021)*
- 4. Optional Task: Develop Operating and Maintenance (O&M) Cost Model:** Connetics Transportation Group (CTG), as a sub-consultant to WSP, will be responsible for developing an Excel spreadsheet O&M cost model that can be used by UTA staff for estimating costs for future service changes, corridor projects, and as input for financial planning efforts. *(Anticipated timeframe: November 2020 through January 2021)*

A specific approach to each of these tasks is included in Appendix A.

**Proposed Budget**

WSP proposes to perform Tasks 1 through 4 on a time and materials basis for the not to exceed amount of \$258,000. The budget includes approximately \$190,400 in WSP labor costs for Tasks 1 through 3, \$64,300 in CTG labor costs for Optional Task 4, and other direct costs for both firms of approximately \$3,300. The proposed budget, including estimated hours by person by task, is included in Appendix B.



**Proposed Schedule**

WSP anticipates updating the financial model from November 2020 through February 2021. The table below summarizes the anticipated timeframes of each of the proposed tasks:

<b>TASK</b>	<b>TIMEFRAME</b>
<b>TASK 1: UPDATE UTA FINANCIAL MODEL</b>	<i>November 2020 to January 2021</i>
<b>TASK 2: DOCUMENT UTA AGENCY-WIDE FINANCIAL PLAN</b>	<i>December 2020 to February 2021</i>
<b>TASK 3: FINANCIAL MODELING TRAINING</b>	<i>February 2021</i>
<b>OPTIONAL TASK 4: DEVELOP O&amp;M COST MODEL</b>	<i>November 2020 to January 2021</i>

We appreciate the opportunity to provide this proposal and look forward to assisting UTA with financial planning services. If you have any questions regarding this proposal, please contact the proposed project manager Nathan Macek at (202) 365-2927 or [nathan.macek@wsp.com](mailto:nathan.macek@wsp.com).

Best Regards,

**WSP**

Matthew E. Carter  
WSP Project Manager

CC: Nathan Macek, WSP Director, Project Development & Finance, Advisory Services, U.S.  
Grey Turner, UTA Sr Program Mgr, Engineering Project Development  
Dana Meier, WSP Area Manager

Attachments:

- Appendix A: Proposed Scope of Services
- Appendix B: Proposed Budget



## **Appendix A: Proposed Scope of Services**

WSP USA, supported by Connetics Transportation Group (CTG), proposes the following Scope of Services:

### **Task 1: Develop UTA Financial Model**

WSP will assist and support in the development of a financial model to forecast UTA's capital and O&M needs. This task includes the following subtasks:

- Task 1.1: Data Collection
- Task 1.2: Develop Financial Model

#### **Task 1.1: Data Collection**

WSP will work closely with UTA staff to collect the data and assumptions necessary to construct the financial model. WSP will collect agency-wide capital and operating sources and uses data for use in the financial model. Data to be collected over the period of this task will include UTA capital sources and uses, operations and maintenance (O&M) cost models, operation plans, ridership forecasts, and fare revenue data and other UTA agency-wide sources and uses of funds data as needed.

#### **Task 1.2: Develop Financial Model**

WSP will assist and support in the development of an agency-wide financial model to forecast the capital and O&M sources and uses over a 20-year period. The model will be capable of dynamically testing different program and project delivery strategies, funding and financing approaches, and scenario alternatives. We will develop a model that facilitates rapid development and review of additional scenarios, provides a clean user interface, flexibly supports data and analytical approaches, summarizes key evaluation metrics, and offers printable and exportable outputs. Our model will be user-friendly, incorporating functions that will allow UTA staff to evaluate scenarios on a "real time" basis against several financial performance metrics.

WSP uses a FAST (Flexible, Appropriate, Structured, and Transparent) modeling standard which advocates transparent model structure and clear, crisp modeling style. An additional tenant of the FAST standard is that tables and graphics for reporting purposes are contained in sheets separate from model calculations.

#### ***Task 1 Deliverables:***

- UTA financial model

### **Task 2: Document UTA Agency-wide Financial Plan**

WSP will assist in the documentation of an agency-wide financial plan. The financial plan report will be prepared for UTA internal purposes. This task includes the following subtasks:

- Task 2.1: Draft Operating & Maintenance Financial Plan
- Task 2.2: Draft Capital Financial Plan
- Task 2.3: Draft Financial Plan Report

#### **Task 2.1: Draft Operating & Maintenance Financial Plan**

WSP will assist in the documentation of a Draft Operating & Maintenance Financial Plan to demonstrate the financial capacity to fund O&M of UTA's bus, BRT, light rail, commuter rail, vanpool and paratransit services. As described in the proposed schedule, the time from for this subtask will be December 2020 to February 2021.

#### **Task 2.2: Draft Capital Financial Plan**

WSP will assist in the documentation of a Draft Capital Financial Plan to demonstrate the financial capacity to fund/finance UTA's capital programs. As described in the proposed schedule, the time from for this subtask will be December 2020 to February 2021.



### **Task 2.3: Draft Financial Plan Report**

The outcomes of Tasks 2.1 and 2.2 will be compiled in a draft UTA Agency-wide financial report that will be developed under this subtask. As described in the proposed schedule, the time frame for this subtask will be December 2020 to February 2021.

WSP will also assist in preparing a sensitivity analysis that examines financial plan performance given changes in inflation, interest rates, project costs, ridership, grant funding levels and timing, market response to fare increases, or other variables. UTA may apply the findings of this analysis to plan and mitigate risks to the financial plan.

#### ***Task 2 Deliverables:***

- Draft Project and Agency-wide Financial Plan Report
- Financial sensitivity analysis

### **Task 3: Financial Modeling Training**

WSP will assist in providing hands-on training for UTA staff pertaining to the newly developed financial model (Task 1). This task includes the following subtasks:

- Task 3.1: Financial Model Guidebook
- Task 3.2: One-Day Training Session

#### **Task 3.1: Financial Model User Guide**

A Financial Model User Guide will be developed and delivered to UTA staff. The User Guide will include an overview of the financial modeling technique used to develop the model, including worksheet and cell formatting guide; a narrative description of the data flow and the model underlying assumptions. The User Guide will also detail procedures for running and updating the model, including an overview of any visual basic macros resident in the model.

#### **Task 3.2: One-Day Training Session**

WSP will deliver a training session to identified UTA staff. The training will include a review of the User Guide and guidance on how to perform future updates to the model in-house. The training shall consist of a one-day in-person or virtual training session with UTA staff.

#### ***Task 3 Deliverables:***

- Financial model user guide
- Training session

### **Optional Task 4: Develop Operating and Maintenance (O&M) Cost Model**

CTG proposes to assist in the development of an Excel spreadsheet O&M cost model that can be used by UTA staff for estimating costs for future service changes (e.g., proposed bus changes associated with a mark-up), corridor projects and as input for financial planning efforts. The model will be structured to provide incremental and fully-allocated unit costs for use in determining future cost estimates. Each line item cost will be assigned to one or more driving supply variables. Costs that are shared across modes (e.g., administrative costs) will be allocated to modes. The modes proposed in the cost model are consistent with those specified in UTA's 2020 Budget document and are as follows:

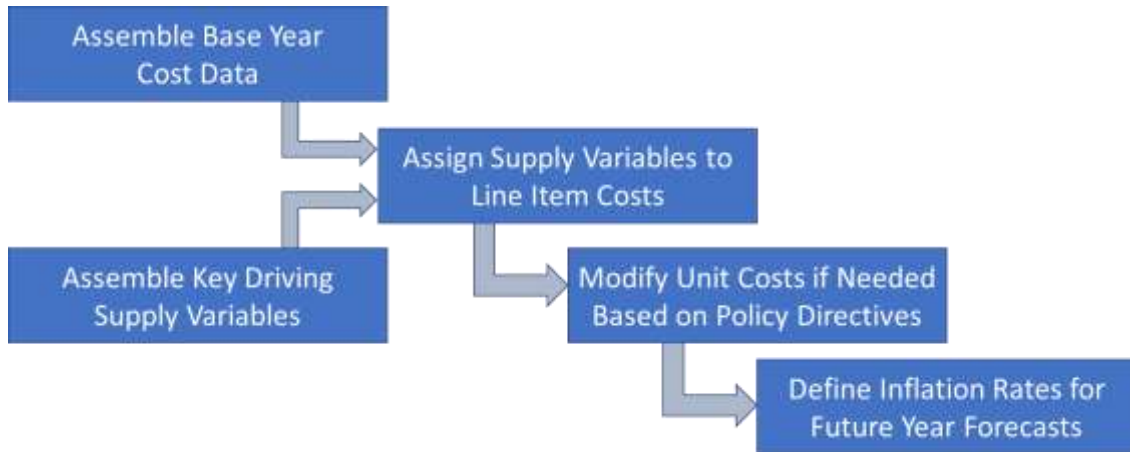
- Bus
- Light Rail
- Commuter Rail
- Paratransit
- Vanpool/Rideshare



Costs to be distributed across modes are associated with the following expense categories in the 2020 Budget document:

- Operations Support
- General and Administrative
- Salt Lake City Service (unallocated)

The following figure illustrates the general cost estimation process that will be reflected in the UTA O&M cost model.



#### **Task 4.1: Kick-off and Base Year Data Collection/Model Structure Definition**

CTG will meet with UTA to confirm that development of the O&M cost model meets UTA's objectives. The first step in developing the O&M cost model is collecting base year data. We propose to utilize UTA's most current available expense data (2018 or 2019, whichever is the most recent available). UTA's 2020 Budget document provides insight regarding UTA's departmental and cost center structure. It is assumed that general ledger actual expenses are readily available in this format and in electronic format. It will also be necessary to collect corresponding base year service data (e.g., vehicle hours, miles by mode). We propose to structure the cost model in a manner consistent with UTA's existing budget structure, with costs defined by division, cost center and object code (e.g., labor, fringe benefits, services). Base year data and model structure will be discussed on a project kick-off call with key UTA staff. Specific requirements will also be discussed as part of that call (e.g., FTE calculations, new modes). After collection of cost and service data, CTG will prepare a brief Tech Memo that outlines proposed cost model structure.

#### **Task 4.2: Supply Variable Assignments**

The next step is determining appropriate cost driver assignments. As an example, bus-hours are typically used as a means to estimate bus operator labor costs. CTG will prepare initial supply variable assignments for each line item cost. Included in this effort will be modal allocation splits (e.g., percent of admin-related costs to be assigned to each mode). Supply variables may also reflect break-outs of statistics (e.g., standard vs. articulated bus miles). After preparing this initial list of assignments, we shall host a half day virtual workshop with key UTA staff for review of these assignments. We suggest UTA identify key staff for inclusion in this workshop (e.g., operational staff representing each mode). After completion of this workshop, CTG will prepare a brief Tech Memo that documents agreed-upon supply variable assignments and modal allocations.

#### **Task 4.3: Cost Model Development**

At this stage in the project, CTG will begin building the cost model. series of tabs may be created that summarizes base year and scenario costs by division and department and summarizes aggregate unit costs by supply variable (incremental and fully-allocated unit costs). CTG proposes developing the cost model with a series of spreadsheets. The first spreadsheet will likely consist of input factors. This will be where the user enters various



input statistics to obtain an O&M cost estimate. The next several spreadsheets will consist of the cost calculations. It is anticipated that there will be one spreadsheet for each cost center/division. Each spreadsheet will consist of tables that identify base year costs for each cost item, driving variable assignments, resulting driving variable unit costs and cost projections. Initial proposed driving variable assignments will be based on a review of the 2009 cost model. Other worksheets in the cost model file will provide summary tables and charts, including roll-ups of costs by driving variable and by grouped object class that is consistent with the inflation factor grouped object classes, and resulting unit costs.

#### **Task 4.4: Inflation Factors**

CTG will work with UTA to determine appropriate inflation factors that are to be incorporated in the cost model. Potential factors could be defined for:

- Represented labor wages
- Represented labor fringe benefits
- Non-Represented labor wages
- Non-Represented fringe benefits
- Fuel
- Utilities
- All other non-labor expenses

#### **Task 4.5: New Modes/New Expenses**

UTA may desire to have the model incorporate new modes and/or expenses not currently incurred by the agency. As an example, UTA presently operates BRT, which does not appear to be defined as a unique mode in the 2020 Budget. If desired, the cost model can be set up in a manner to allow for future separation of cost estimates for BRT. New expense items can also be incorporated in the model. For example, UTA may wish to incorporate inclusion of electric buses in future year scenarios. This will require discussion/agreement of line item costs to be adjusted for new expenses such as electric buses.

#### **Task 4.6: Cost Model Review**

After completion of the draft cost model, CTG will host a virtual workshop to jointly review the cost model. Comments provided by UTA will be incorporated for completion of a final version of the cost model.

#### **Task 4.7: Documentation and Training**

Once the cost model is reviewed and accepted by UTA, CTG will assist in preparing a final Tech Memo that describes the process used to develop the model, cost driver assignments, cost model structure, application of the model and the process for updating the cost model with new base year data. This task also reserves hours to conduct one on-line training sessions with UTA staff.

#### **Task 4.8: O&M Cost Model Scenarios**

This task is included in the event that UTA desires CTG to run scenarios applying the O&M cost model. The hours associated with this task is based on running approximately three scenarios (may be more or less depending on level of effort required to develop scenarios). This task assumes no more than 20 hours of time applied towards for calculating supply variable statistics for input into the cost model.





**Appendix B: Proposed Budget**

WSP Staff	Role	Labor Rate	Overhead	Facilities Cost of		Billing Rate
				Capital	Fee	
Nathan Macek	Task Manager	113.13	134.60%	0.40%	11%	295.04
Elizabeth Neely	Senior Financial Analyst	69.88	134.60%	0.40%	11%	182.26
Omar Farroukh	Financial Analyst	59.94	134.60%	0.40%	11%	156.32
Elyssa Gensib	Junior Financial Analyst	47.40	134.60%	0.40%	11%	123.63
Madeleine Yi	Junior Financial Analyst	41.16	134.60%	0.40%	11%	107.35
Louis Alcorn	Junior Financial Analyst	49.76	134.60%	0.40%	11%	129.78
To be named	Project Accountant	46.06	134.60%	0.40%	11%	120.12

WSP Staff	Role	Billing Rate	Task 1: Develop	Task 2:	Task 3: Financial	Project	Total Hours	Labor Budget
			UTA Financial	Document UTA	Modeling			
			Model	Agency-wide	Training			
Nathan Macek	Task Manager	295.04	32	40	26	40	138	40,715.26
Elizabeth Neely	Senior Financial Analyst	182.26	62	68	32	-	162	29,526.05
Omar Farroukh	Financial Analyst	156.32	167	64	44	-	275	42,987.70
Elyssa Gensib	Junior Financial Analyst	123.63	40	20	18	-	78	9,643.13
Madeleine Yi	Junior Financial Analyst	107.35	230	40	60	-	330	35,426.44
Louis Alcorn	Junior Financial Analyst	129.78	120	80	36	-	236	30,629.11
To be named	Project Accountant	120.12	-	-	-	12	12	1,441.45
			<b>651</b>	<b>312</b>	<b>216</b>	<b>52</b>	<b>1,231</b>	<b>190,369.13</b>

CTG Staff	Role	Billing Rate	Optional Task:	Total Hours	Labor Budget
			Develop O&M		
			Cost Model		
S. Rosales	Principal	205.1	28	28	5,742.80
J. Baker	Principal	205.1	180	180	36,918.00
T. Malhorta	Planner II	94.84	228	228	21,623.52
			<b>436</b>	<b>436</b>	<b>64,284.32</b>

WSP		
Labor Total		190,369.13
Direct Expenses Total		3,130.87
<b>Total Directs and Labor</b>		<b>193,500.00</b>

CTG		
Labor Total		64,284.32
Direct Expenses Total		215.68
<b>Total Directs and Labor</b>		<b>64,500.00</b>

<b>Grand Total</b>		<b>258,000.00</b>
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## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** November 11, 2020

<b>SUBJECT:</b>	<b>Pre-Procurements</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract Pre-Procurements</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
<b>DISCUSSION:</b>	<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"><li>• <b>Snow removal for multiple Frontrunner and UVX parking lots.</b> This is a procurement to establish snow removal contracts for the Frontrunner North, Frontrunner South, and UVX park-and-ride parking lots. UTA is charged for services as needed and pricing will be submitted on a per-service basis for each parking lot. Contracts will be awarded by geographic zone and selection will be based on lowest price. This will be a 3-year contract with two 1-year options for renewal. (Req. 8667, 8668, 8669)</li><li>• <b>Onboard Mobile Gateway.</b> This is a sole source procurement to establish a contract with Sierra Wireless for Onboard Mobile Gateway hardware and associated annual software maintenance fees. The Gateway provides the data path that allows UTA to connect to, communicate with, and monitor, different devices on the Buses. These devices include the Electronic Fare Collection (EFC), Automated Passenger Counter (APC), Onboard Cameras (SR4), Mobile Data Computer (MDC) and the Transit Management System (TMS). Currently the Gateway and the Airlink Mobility Manager has been integrated into all 700+ Buses, with plans to expand its use to the Trax &amp; Front Runner Cars. Sierra Wireless is the sole proprietor of this technology and replacement would require the purchase and installation of over 700 units, as well as software</li></ul>

configuration to enable a new gateway to work with our systems. This will be a 5-year contract and funding has been included in the submitted budget. (req. 8735)

- **Program Management Services Consultant.** This is a procurement to establish a contract with a firm for a Program Management Services Consultant (PMSC) to replace the current contract that expires in March 2021. UTA has been using the existing contract to supplement UTA staff to assist in managing projects as well as for specialized expertise the agency does not have in house. The consultant will assist UTA with the development, implementation, and general oversight of our Capital Program, which consists of both short-term and long-range transit related projects. The procurement will include required Federal clauses, terms, and conditions as some projects may include Federal funding. This will be a 3-year contract with two 1-year options for renewal. The procurement will be conducted as an RFP where contract award will be based on technical criteria in addition to price. (req. 8770)

# 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:** November 11, 2020

<b>SUBJECT:</b>	<b>2020 Pilot Program for Transit-Oriented Development Planning Grant – Point of the Mountain Connections</b>
<b>AGENDA ITEM TYPE:</b>	<b>Grant Application</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	The Federal Transit Administration (FTA) published a notice of funding opportunity for a Pilot Program for Transit Oriented Development Planning. Projects are for comprehensive planning work associated with a Capital Investment Grant (CIG) eligible capital project, new fixed guideway project or a core capacity improvement. The grant application was submitted 10/26/2020. The minimum match is 20%.
<b>DISCUSSION:</b>	<p>UTA plans to submit a grant application for the Pilot Program for Transit Oriented Development Planning for stations along the existing and UTA-owned railroad corridor in the Point of the Mountain area. UTA’s proposed project is to perform Economic/Market Analysis, Station Area Planning, and TOD code work for the area around existing and potential new UTA stations at Draper FrontRunner, The Point, Lehi FrontRunner, and the Hospital Site near Triumph Blvd in Lehi, all along the Point of the Mountain Transit Corridor.</p> <p>This grant request compliments the FY 2019 TOD planning grant that UTA was already selected to receive for work at the Highline Station, Gravel Pit Redevelopment Site, the North Lehi Station, and the Traverse Mountain.</p> <p>The grant requirements do not allow for TOD planning work to be done in a single project station area. Activities should not include activities reimbursable under a Federal Transit Administration capital grant. To be eligible for these funds, enough planning work on the corridor should already be complete to have chosen a mode and preliminary station locations. The transit corridor planning effort being conducted with partners will determine the mode that will eventually be needed in the corridor.</p>
<b>ALTERNATIVES:</b>	If the grant is not pursued station area planning will be delayed until other funding sources have been identified.

<b>FISCAL IMPACT:</b>	The grant request will be \$500,000 and as per grant requirements the minimum total project match is \$125,000 with a total cost of \$625,000. The Point of the Mountain State Land Authority committed \$50K for in-kind match. Lehi City committed \$10K. Private Partners Boyer/Gardner and STACK both committed \$5K. UTA will be providing \$55,000 of match unless other partners are identified.
<b>ATTACHMENTS:</b>	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:** November 11, 2020

<b>SUBJECT:</b>	<b>Ski Bus Agreement Approval (Alta Lift Co.)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Fares Contract</b>
<b>RECOMMENDATION:</b>	Authorize the Ski Bus Agreement with Alta Lift Co. for the 2020-2021 Ski Season.
<b>BACKGROUND:</b>	<p>Utah Transit Authority and Alta Lift Co. (“Alta”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, Alta and UTA have contracted together to provide transit service to employees and ski pass holders.</p> <p>In the most recent ski season, 2019-20, Alta entered into a Ski Bus Agreement with UTA. UTA invoiced Alta based on the monthly ridership counts using UTA’s Electronic Fare Collection (“EFC”) ridership counting system (“Pay per Trip”). The agreement allows Alta’s authorized users to ride transit service in Big and Little Cottonwood Canyons, as well as routes that connect to Ski Bus. Alta paid \$3.60 per Authorized User boarding which was a 20% discount of the public ski fare of \$4.50.</p>
<b>DISCUSSION:</b>	<p>In the spirit of Alta and UTA’s working relationship, UTA will be partnering with Alta in a one-year Ski Bus Agreement for the 2020-21 Ski Season. Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, UTA and Alta have agreed that the 2020-21 contract will be based on the same Pay per Trip method used in the 2019-20 contract.</p> <p>All of Alta’s season pass holders and employees will receive an electronic fare card to ride transit service in Big and Little Cottonwood Canyons and routes that connect to Ski Bus. Alta will be billed monthly using EFC counts. On December 1, 2020 the new UTA Fare Policy will go into effect. This will increase the rate from \$4.50 to \$5.00 per trip. Alta will pay UTA \$4.00 per authorized user boarding which is a 20% discount of the new public ski fare.</p> <p>Ski Service in the Cottonwood Canyons will start on November 29, 2020 and is currently slated to run through April 2021.</p>

	Alta and UTA have also agreed to enter into discussions for a five-year contract for service with the stated goal of reaching an agreement in the first quarter of 2021.				
<b>CONTRACT SUMMARY:</b>	Contractor Name: Alta Lift Co.	Contract Number: Alta Lift Co.: 20-F0150			
	Base Contract Effective Dates: November 15, 2020 through April 30, 2021	Extended Contract Dates: N/A			
	Total Amount Contract Value (2020-21):				
	<table border="1"> <thead> <tr> <th>Low Contract Revenue</th> <th>High Contract Revenue</th> </tr> </thead> <tbody> <tr> <td>\$64,000</td> <td>\$79,000</td> </tr> </tbody> </table>		Low Contract Revenue	High Contract Revenue	\$64,000
Low Contract Revenue	High Contract Revenue				
\$64,000	\$79,000				
	Procurement Method: N/A	Funding Sources: N/A			
<b>ALTERNATIVES:</b>	Do not authorize the Ski Bus Agreement and forego \$64,000-79,000 in contract revenue.				
<b>FISCAL IMPACT:</b>	<p>For the 2019-20 Ski Season, UTA received \$64,000 in contract revenue from Alta. It is estimated that without the shutdown of service in March because of Covid-19, revenue could have been as high as \$79,000.</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 \$64,000-\$79,000. This revenue also takes into account the fare increase on Ski bus. It does not take into account revenue loss due to service being suspended partially or fully.</p>				
<b>ATTACHMENTS:</b>	1) Contract				

**SKI BUS AGREEMENT  
ALTA SKI LIFTS COMPANY  
2020-2021**

THIS AGREEMENT is made this 15<sup>TH</sup> of November, 2020, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **ALTA SKI LIFTS COMPANY**, a Utah corporation, ("Administrator").

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

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

- 1. **TERM.** This Agreement shall begin on date stated above and end April 30, 2021.
- 2. **AUTHORIZED USERS.** Administrator's season pass holders, and employees shall be Authorized Users under this Agreement.
- 3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- 4. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- 5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.



6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com) or by indicating on the Administrator’s bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.
  
7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$4.00 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$5.00. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.
  - A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request
  
8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
  
9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis
  
10. **REPORTING**
  - A. **Partner Website.** The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time:
    - (1) Ridership- parameters include a date range with trip counts by Pass number or

service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the 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](http://www.tap2rideuta.com) by selecting “reports.”

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

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

If to:

Administrator:	<u>Alta Ski Lifts Company</u>	Utah Transit Authority:
Name:	<u>Pete Kelly</u>	Kensey Kunkel
Address:	<u>PO Box 8007</u>	669 West 200 South
	<u>Alta, Utah 84092</u>	Salt Lake City, Utah 84101
Phone:	<u>801-799-2264</u>	801-741-8806
Email:	<u>pete@alta.com</u>	kkunkel@rideuta.com

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

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

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

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

**ALTA SKI LIFTS COMPANY**

**UTAH TRANSIT AUTHORITY**

By:

By:

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

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

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

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

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

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

Approved As To Form:

By:

DocuSigned by:  
*Mike Bell*  
70E39A415BA44F0...  
\_\_\_\_\_  
UTA Legal Council

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

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

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



## 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:** November 11, 2020

<b>SUBJECT:</b>	<b>Ski Bus Agreement Approval (Brighton Ski Resort)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Fares Contract</b>
<b>RECOMMENDATION:</b>	Authorize the Ski Bus Agreement with Brighton Ski Resort for the 2020-2021 Ski Season.
<b>BACKGROUND:</b>	<p>Utah Transit Authority and Brighton Ski Resort (“Brighton”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, Brighton and UTA have contracted together to provide transit service to employees and ski pass holders.</p> <p>In the most recent ski season, 2019-20, Brighton entered into a Ski Bus Agreement with UTA. UTA invoiced Brighton based on the monthly ridership counts using UTA’s Electronic Fare Collection (“EFC”) ridership counting system (“Pay per Trip”). The agreement allows Brighton’s authorized users to ride transit service in Big and Little Cottonwood Canyons, as well as routes that connect to Ski Bus. Brighton paid \$3.60 per Authorized User boarding which was a 20% discount of the public ski fare of \$4.50.</p>
<b>DISCUSSION:</b>	<p>In the spirit of Brighton and UTA’s working relationship, UTA will be partnering with Brighton in a one-year Ski Bus Agreement for the 2020-21 Ski Season. Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, UTA and Brighton have agreed that the 2020-21 contract will be based on the same Pay per Trip method used in the 2019-20 contract.</p> <p>All of Brighton’s season pass holders and employees will receive an electronic fare card to ride transit service in Big and Little Cottonwood Canyons, and routes that connect to Ski Bus. Brighton will be billed monthly using EFC counts. On December 1, 2020 the new UTA Fare Policy will go into effect. This will increase the rate from \$4.50 to \$5.00 per trip. Brighton will pay UTA \$4.00 per authorized user boarding which is a 20% discount off the new public ski fare.</p> <p>Ski Service in the Cottonwood Canyons will start on November 29, 2020 and is currently slated to run through April 2021.</p>

	Brighton and UTA have also agreed to enter into discussions for a five-year contract for service with the stated goal of reaching an agreement in the first quarter of 2021.				
<b>CONTRACT SUMMARY:</b>	Contractor Name: Brighton Ski Resort	Contract Number: Brighton Resort LLC: 20-F0148			
	Base Contract Effective Dates: November 15, 2020 through April 30, 2021	Extended Contract Dates: N/A			
	Total Amount Contract Value (2020-21):				
	<table border="1"> <thead> <tr> <th>Low Contract Revenue</th> <th>High Contract Revenue</th> </tr> </thead> <tbody> <tr> <td>\$109,000</td> <td>\$134,000</td> </tr> </tbody> </table>		Low Contract Revenue	High Contract Revenue	\$109,000
Low Contract Revenue	High Contract Revenue				
\$109,000	\$134,000				
	Procurement Method: N/A	Funding Sources: N/A			
<b>ALTERNATIVES:</b>	Do not authorize the Ski Bus Agreement and forego \$109,000-134,000 in contract revenue.				
<b>FISCAL IMPACT:</b>	<p>For the 2019-20 Ski Season, UTA received \$109,000 in contract revenue from Brighton. It is estimated that without the shutdown of service in March because of Covid-19, revenue could have been as high as \$134,000.</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 \$109,000-\$134,000. This revenue also takes into account the fare increase on Ski bus. It does not take into account revenue loss due to service being suspended partially or fully.</p>				
<b>ATTACHMENTS:</b>	1) Contract				

**SKI BUS AGREEMENT  
BRIGHTON SKI RESORT  
2020-2021**

THIS AGREEMENT is made this 15<sup>TH</sup> day of November, 2020, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **BRIGHTON SKI RESORT**, a Utah corporation, ("Administrator") .

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

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

- 1. **TERM.** This Agreement shall begin on date stated above and end April 30, 2021.
- 2. **AUTHORIZED USERS.** Administrator's season pass holders, and employees shall be Authorized Users under this Agreement.
- 3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- 4. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- 5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.



6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com) or by indicating on the Administrator’s bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.
  
7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$4.00 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$5.00. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.
  - A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request
  
8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
  
9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis
  
10. **REPORTING**
  - A. **Partner Website.** The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time:
    - (1) Ridership- parameters include a date range with trip counts by Pass number or

service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the 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](http://www.tap2rideuta.com) by selecting “reports.”

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

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

If to:

Administrator:	<u>Brighton Ski Resort</u>	Utah Transit Authority:
Name:	<u>Randy Doyle</u>	Kensey Kunkel
Address:	<u>302 S Brighton Loop Rd</u>	669 West 200 South
	<u>Brighton, UT 84121</u>	Salt Lake City, Utah 84101
Phone:	<u></u>	801-741-8806
Email:	<u>rdoyle@brightonresort.com</u>	kkunkel@rideuta.com

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

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

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

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

**BRIGHTON SKI RESORT**

**UTAH TRANSIT AUTHORITY**

By:

By:

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

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

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

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

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

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

Approved As To Form:

By:

DocuSigned by:  
*Mike Bell*  
\_\_\_\_\_  
70E33A415BA44F6...  
UTA Legal Council

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

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

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



## 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:** November 11, 2020

<b>SUBJECT:</b>	<b>Ski Bus Agreement Approval (Snowbird Ski Resort, LLC)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Fares Contract</b>
<b>RECOMMENDATION:</b>	Authorize the Ski Bus Agreement with Snowbird Ski Resort, LLC. for the 2020-2021 Ski Season
<b>BACKGROUND:</b>	<p>Utah Transit Authority and Snowbird Ski Resort LLC. (“Snowbird”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, Snowbird and UTA have contracted together to provide transit service to employees and ski pass holders.</p> <p>In the most recent ski season, 2019-2020, Snowbird entered into a Ski Bus Agreement with UTA, and UTA invoiced Snowbird based on the monthly ridership counts using UTA’s Electronic Fare Collection (“EFC”) ridership counting system (“Pay per Trip”). The agreement allows Snowbird’s authorized users to ride transit service in Big and Little Cottonwood Canyons, as well as routes that connect to Ski Bus. Snowbird paid \$3.60 per Authorized User boarding which was a 20% discount of the public ski fare of \$4.50.</p>
<b>DISCUSSION:</b>	<p>In the spirit of Snowbird and UTA’s working relationship, UTA will be partnering with Snowbird in a one-year Ski Bus Agreement for the 2020-21 Ski Season. Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, UTA and Snowbird have agreed that the 2020-21 contract will be based on the same Pay per Trip method used in the 2019-20 contract.</p> <p>All of Snowbird’s season pass holders and employees will receive an electronic fares card to be used to ride transit service in Big and Little Cottonwood Canyons, and routes that connect to Ski Bus. Snowbird will be billed monthly using EFC counts. On December 1, 2020 the new UTA Fare Policy will go into effect. This will increase the rate from \$4.50 to be \$5.00 per trip. Snowbird will pay to UTA \$4.00 per authorized user boarding which is a 20% discount of the new public ski fare.</p> <p>Ski Service in the Cottonwood Canyons will start on November 29, 2020 and is currently slated to run through April 2021.</p>

	Snowbird and UTA have also agreed to enter into discussions for a five-year contract for service with the stated goal of reaching an agreement in the first quarter of 2021.				
<b>CONTRACT SUMMARY:</b>	Contractor Name: Snowbird Ski Resort, LLC	Contract Number: Snowbird Ski Resort, LLC: 20-F0147			
	Base Contract Effective Dates: November 15, 2020 through April 30, 2021	Extended Contract Dates: N/A			
	Total Amount Contract Value (2020-21):				
	<table border="1"> <thead> <tr> <th>Low Contract Revenue</th> <th>High Contract Revenue</th> </tr> </thead> <tbody> <tr> <td>\$218,000</td> <td>\$269,000</td> </tr> </tbody> </table>		Low Contract Revenue	High Contract Revenue	\$218,000
Low Contract Revenue	High Contract Revenue				
\$218,000	\$269,000				
	Procurement Method: N/A	Funding Sources: N/A			
<b>ALTERNATIVES:</b>	Do not authorize the Ski Bus Agreement with Snowbird and forego \$218,000-269,000 in contract revenue.				
<b>FISCAL IMPACT:</b>	<p>For the 2019-20 Ski Season, UTA received \$218,000 in contract revenue from Snowbird. It is estimated that without the shutdown of service in March because of Covid-19, revenue could have been as high as \$265,000.</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 \$218,000-\$269,000. This revenue also takes into account the fare increase on Ski bus. It does not take into account revenue loss due to service being suspended partially or fully.</p>				
<b>ATTACHMENTS:</b>	1) Contract				

**SKI BUS AGREEMENT  
SNOWBIRD RESORT LLC  
2020-2021**

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

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

- 1. **TERM.** This Agreement shall begin on date stated above and end April 30, 2021.
- 2. **AUTHORIZED USERS.** Administrator's season pass holders, and employees shall be Authorized Users under this Agreement.
- 3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- 4. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- 5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.



6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com) or by indicating on the Administrator’s bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.
  
7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$4.00 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$5.00. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.
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9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis
  
10. **REPORTING**
  - A. **Partner Website.** The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time:
    - (1) Ridership- parameters include a date range with trip counts by Pass number or

service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the 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](http://www.tap2rideuta.com) by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
  - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
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  - E. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
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13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

If to:

Administrator:	<u>SNOWBIRD RESORT LLC</u>	Utah Transit Authority:
Name:	<u>Dave Cowley</u>	Kensey Kunkel
Address:	<u>3165 E. Millrock Dr. #150</u>	669 West 200 South
	<u>Holladay, Utah 84121</u>	Salt Lake City, Utah 84101
Phone:	<u>(801)947-7920</u>	801-741-8806
Email:	<u>dcowley@snowbird.com</u>	kkunkel@rideuta.com

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

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

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

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

**SNOWBIRD RESORT LLC**

**UTAH TRANSIT AUTHORITY**

By:

By:

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

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

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

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

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

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

Approved As To Form:

By:

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*Mike Bell*  
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UTA Legal Council

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Signature                      Date

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

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



## 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:** November 11, 2020

<b>SUBJECT:</b>	<b>Ski Bus Agreement Approval (Solitude Mountain Ski Area, LLC)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Fares Contract</b>
<b>RECOMMENDATION:</b>	Authorize the Ski Bus Agreement with Solitude Mountain Ski Area, LLC for the 2020-2021 Ski Season.
<b>BACKGROUND:</b>	<p>Utah Transit Authority and Solitude Mountain Ski Area (“Solitude”) have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For the past 20 plus years, Solitude and UTA have contracted together to provide transit service to employees and ski pass holders.</p> <p>In the most recent ski season, 2019-2020, Solitude entered into a Ski Bus Agreement with UTA, and UTA invoiced Solitude based on the monthly ridership counts using UTA’s Electronic Fare Collection (“EFC”) ridership counting system (“Pay per Trip”). The agreement allows Solitude’s authorized users to ride transit service in Big and Little Cottonwood Canyons, as well as routes that connect to Ski Bus. Solitude paid \$3.60 per Authorized User boarding which was a 20% discount of the public ski fare of \$4.50.</p>
<b>DISCUSSION:</b>	<p>In the spirit of Solitude and UTA’s working relationship, UTA will be partnering with Solitude in a one-year Ski Bus Agreement for the 2020-21 Ski Season. Due to the unusual and uncertain conditions caused by the COVID-19 pandemic, UTA and Solitude have agreed that the 2020-21 contract will be based on the same Pay per Trip method used in the 2019-20 contract.</p> <p>All of Solitude’s season pass holders and employees will receive an electronic fares card to be used to ride transit service in Big and Little Cottonwood Canyons, and routes that connect to Ski Bus. In addition, Solitude will provide all Ikon Pass Holders an electronic fare card to be used for this same service in Big and Little Cottonwood Canyons, and routes that connect to ski bus. Solitude will be billed monthly using EFC counts. On December 1, 2020 the new UTA Fare Policy will go into effect. This will increase the rate from \$4.50 to be \$5.00 per trip. Solitude will pay to UTA \$4.00 per authorized user boarding which is a 20% discount of the new public ski fare.</p>

	<p>Ski Service in the Cottonwood Canyons will start on November 29, 2020 and is currently slated to run through April 2021.</p> <p>Solitude and UTA have also agreed to enter into discussions for a five-year contract for service with the stated goal of reaching an agreement in the first quarter of 2021.</p>					
<b>CONTRACT SUMMARY:</b>	<p>Contractor Name: Solitude Mountain Ski Area, LLC</p>	<p>Contract Number: Solitude Mountain Ski Area, LLC: 20-F0149</p>				
	<p>Base Contract Effective Dates: November 15, 2020 through April 30, 2021</p>	<p>Extended Contract Dates: N/A</p>				
	<p>Total Amount Contract Value (2020-21):</p> <table border="1" data-bbox="418 726 1172 810"> <thead> <tr> <th>Low Contract Revenue</th> <th>High Contract Revenue</th> </tr> </thead> <tbody> <tr> <td>\$258,000</td> <td>\$318,000</td> </tr> </tbody> </table>		Low Contract Revenue	High Contract Revenue	\$258,000	\$318,000
	Low Contract Revenue	High Contract Revenue				
\$258,000	\$318,000					
<p>Procurement Method: N/A</p>	<p>Funding Sources: N/A</p>					
<b>ALTERNATIVES:</b>	<p>Do not authorize the Ski Bus Agreement and forego \$258,000-318,000 in contract revenue.</p>					
<b>FISCAL IMPACT:</b>	<p>For the 2019-20 Ski Season, UTA received \$258,000 in contract revenue from Solitude. It is estimated that without the shutdown of service in March because of Covid-19, revenue could have been as high as \$313,000.</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 \$258,000-\$318,000. This revenue also takes into account the fare increase on Ski bus. It does not take into account revenue loss due to service being suspended partially or fully.</p>					
<b>ATTACHMENTS:</b>	<p>1) Contract</p>					

**SKI BUS AGREEMENT  
SOLITUDE MOUNTAIN SKI AREA, LLC  
2020-2021**

THIS AGREEMENT is made this 15 day of November, 2020, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SOLITUDE MOUNTAIN SKI AREA, LLC**, a Utah corporation, ("Administrator").

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

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

- 1. **TERM.** This Agreement shall begin on date stated above and end April 30, 2021.
- 2. **AUTHORIZED USERS.** Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.
- 3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- 4. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- 5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner



trains connecting to Ski Bus Service when the Authorized User taps on and taps off.

6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com) or by indicating on the Administrator’s bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import specifications, the Administrator agrees to pay full fare for use of those services.
  
7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$4.00 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$5.00. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.
  - A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request
  
8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
  
9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis
  
10. **REPORTING**
  - A. **Partner Website.** The Authority agrees to provide the following information to

Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the 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](http://www.tap2rideuta.com) by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
  - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
  - D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee, season pass-holder, or IKON). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
  - E. Ikon Pass Data. Administrator agrees to provide a list of Ikon pass numbers to the Authority no later than November 1. The Authority Agrees to activate all Ikon passes to be valid as transit fare for the term of this agreement.
  - F. 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.
  - G. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

- 13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- 15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	<u>Solitude Mountain Ski Area, LLC</u>	Utah Transit Authority:
Name:	<u>Kim Mayhew</u>	Kensey Kunkel
Address:	<u>12000 Big Cottonwood Canyon Road</u>	669 West 200 South
	<u>Brighton, Utah 84121</u>	Salt Lake City, Utah 84101
Phone:	_____	801-741-8806
Email:	<u>k.mayhew@solitudemountainresort.com</u>	kkunkel@rideuta.com

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

- 16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
- 17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
- 18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions

required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

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

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

**SOLITUDE MOUNTAIN SKI AREA**

**UTAH TRANSIT AUTHORITY**

By:

By:

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

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

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

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

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

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

Approved As To Form:

By:

DocuSigned by:  
*Mike Bell*  
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\_\_\_\_\_  
UTA Legal Council

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

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

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



## 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:** November 11, 2020

**SUBJECT:** Low Income Fare Pilot Program Update

**AGENDA ITEM TYPE:** Informational item for discussion

**DISCUSSION:**

On January 15, 2020, the Board of Trustees approved the formation of a Low Income Fare Pilot Program (“Program” or “Pilot”). Prior to the launch of this program, UTA had a Homeless Program in place to serve the homeless population. The program allows Pre-Qualified Organizations to purchase transit passes at a discount, then provide the passes to the people they serve at no cost to the end user. Organizations can purchase two pass types at a 75% discount off the public fare pricing schedule. Those pass types are:

- Day Pass- \$1.60
- 30-Day Pass- \$21

Passes are in the form of an Electronic Fare Card and are valid on regular UTA services. For partners who utilize Frontrunner, the board approved the use of the UTA Farepay Card for premium service. These specific Farepay cards are programmed to give the qualified user a 75% discount off his/her one-way fare.

On December 1, the new UTA Fare Policy will go into place, updating the price of the public regular monthly pass to be \$85 and the day pass to be \$5. This means that the price of the pilot’s 30-day pass will increase from \$21 to \$21.25, and the price of the pilot’s single day pass will decrease to be \$1.25 instead of \$1.60.

Since the pilot’s implementation, UTA has successfully onboarded 51 organizations to the program and provided nearly 19,000 passes to these various entities. The UTA Fares and Grant’s teams recently applied to receive \$25,000 in UCAIR Grant Funds. If awarded, the funds will be used to onboard additional pilot partners who could not previously participate in the Low Income Pilot Program due to financial restrictions, as well as to incentivize new partners to sign up for the pilot. The UCAIR grant funds are slated to be awarded by December 1.

Recent feedback from current pilot partners suggests, the pass types available and the price point at which they can be purchased have enabled UTA’s pilot partners to

	<p>provide transit passes to the clients they serve with ease. In turn, the end user or rider feels enabled to use the UTA system. Additional feedback shows that the unforeseen nature of the Pandemic has slowed the pilot partner's ability to administer not only their core services, but also the ability for them to administer this new transit benefit. Despite UTA providing a substantial number of transit passes to our new pilot partners, there have only been 3,300 distinct users and a total of 31,000 trips as of October 1, 2020. However, this is expected to increase as we move through the pandemic and the need for people to travel increases.</p> <p>The pilot program is slated to end on June 30, 2021. During the next 7 months of the program, the fares department will continue to onboard new partners and seek ways to improve the program based on customer feedback. The success of this pilot suggests that the Low Income Fare Pilot Program should be transitioned to a permanent part of UTA's pass program suite. This will require a formal Title VI analysis, public outreach, and approval by the UTA Board of Trustees.</p>
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	This is a mid-project update. Final fiscal impact figures will be available at the end of the pilot.
<b>ATTACHMENTS:</b>	None



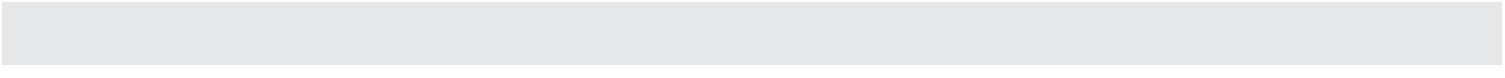
## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** November 11, 2020

<b>SUBJECT:</b>	<b>Draft Five-Year Service Plan</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	<p>In the 2018 General Session of the Utah State Legislature, SB 136 revised the governance of the Utah Transit Authority and added statutory requirements for service plans to be developed by the authority at least every two and one-half years. The statute requires the Local Advisory Council to review, approve and recommend the service plan to the Board of Trustees for their adoption.</p> <p>UTA's Board of Trustees Policy 3.2, Service Planning Implementation outlines a process for the development of a Five-Year Service Plan, which will guide the development and implementation of specific service changes. The policy identifies points at which the Local Advisory Council and Board of Trustees will approve the Five-Year Service Plan and therefore meet the requirements of the legislation.</p> <p>UTA staff has been working over the past two years to develop a Five-Year Service Plan. This work began with the UTA Service Choices effort, through which we engaged over 3,500 members of the public on the topic of how UTA should prioritize its bus service resources. A draft plan that responded to this feedback was about ready to be released for public comment in March, exactly when the coronavirus pandemic and recession hit. This caused UTA to pause and reconsider the draft plan considering revised financial projections and changing travel and ridership patterns.</p> <p>UTA staff has worked quickly to develop a revised Five-Year Service Plan that adapts to the current conditions in our agency and region.</p>
<b>DISCUSSION:</b>	<p>The Draft Five-Year Service Plan is a dynamic roadmap for UTA's near-term service planning. The plan itself is a snapshot in time. It reflects UTA's intended service plan based on the best information available. Each proposed concept in this plan is subject to change based on further review and analysis, available resources, operational feasibility, or other unforeseen circumstances.</p>





	<p>Developed during the COVID-19 pandemic, this plan:</p> <ul style="list-style-type: none"><li>• Seeks to align UTA’s service network with new projections of <b>available revenue</b>;</li><li>• Aims to achieve <b>higher ridership</b> long-term by aligning service with emerging travel patterns; and</li><li>• Works to <b>strengthen customer confidence</b> in UTA by ensuring that public transit is available when and where people need it.</li></ul> <p>In addition to the operations planning process described above, every two years UTA planners will update this plan to reflect changes in local land use patterns, demographics, new technologies, and to align with current UTA financial and labor resources.</p> <p>This Five-Year Service Plan is based on seven Guiding Framework elements:</p> <ol style="list-style-type: none"><li>1. System-Wide Planning</li><li>2. Core Routes Network</li><li>3. All-Day Service</li><li>4. Longer Hours</li><li>5. Innovative Transit Solutions &amp; New Technologies</li><li>6. Preparing for Future Projects</li><li>7. Service Choices</li></ol> <p>This Draft Five-Year Service Plan will be presented to the Board of Trustees for their input, and then reviewed with the Local Advisory Council at their meeting on November 18<sup>th</sup>. Feedback from the Board and Local Advisory Council will be incorporated and then the plan will be made available for public review and comment. This comment period will remain open until the Local Advisory Council and Board of Trustees review a final plan for approval in February 2021.</p> <p>Following approval of the Five-Year Service Plan, UTA will engage with local stakeholders and riders to refine the concepts presented in this plan to ensure we meet the needs of the community. Before implementation, every service change concept in this plan will be further analyzed and refined through UTA’s regular Change Day process, which includes additional public engagement, civil rights Title VI analysis, and operational considerations.</p>
<b>ALTERNATIVES:</b>	For informational purposes only.
<b>FISCAL IMPACT:</b>	This Five-Year Service Plan is not a prescriptive list of service changes, but rather serves as a guiding document. Therefore, there is no fiscal impact associated with the plan.
<b>ATTACHMENTS:</b>	None