



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, May 24, 2023**

**9:00 AM**

**FrontLines Headquarters**

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The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

**For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.**

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Beth Holbrook
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of May 10, 2023 Board Meeting Minutes
6. **Reports**
  - a. Executive Director's Report Jay Fox
    - Team Award - Triennial Review Team
    - UTA Recognition - Ediri Oyake and Chris Charlesworth
    - UTA Recognition - Government Finance Officers Award (GFOA)
    - UTA Recognition - Upgraded Credit Rating from S&P
  - b. Financial Report - March 2023 Viola Miller  
Brad Armstrong  
David Hancock
  - c. Discretionary Grants Report Tracy Young  
Gregg Larsen

**7. Resolutions**

- a. R2023-05-02 - Resolution Approving the Title VI Service Equity Analysis for August 2023 Change Day
- Russ Fox  
Megan Waters  
Alex Beim

**8. Contracts, Disbursements and Grants**

- a. Contract: Head End Power Training Module (Wabtec Transportation Systems, LLC)
- Jared Scarbrough  
Kyle Stockley
- b. Contract: Toyota Sienna Minivans for Rideshare (Tony Divino Toyota)
- Jesse Rogers
- c. Contract: Funding Agreement for Provo Pedestrian Bridge TIGER Program Project (Utah Department of Transportation)
- David Hancock  
Travis Colledge
- d. Change Order: Rewards and Recognition Program Modification No. 4 - Contract Extension (Motivosity)
- Kim Shanklin
- e. Change Order: On-Call Systems Maintenance Contract Task Order #23-005 - Brake Cut-Out Valve Monitoring (Rocky Mountain Systems Services)
- Dean Hansen

**9. Service and Fare Approvals**

- a. Fare Agreement: Special Events Agreement (Utah Asian Festival)
- Kensey Kunkel  
Jay Haight
- b. Fare Agreement: Special Events Agreement (Utah Pride Center)
- Kensey Kunkel  
Jay Haight

**10. Discussion Items**

- a. 2022-2023 Benchmark Survey Report
- Steven Wright

**11. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, June 14th, 2023 at 9:00 a.m.

**12. Closed Session**

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

**13. Open Session**

Chair Carlton Christensen

**14. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link-[https://rideuta.zoom.us/webinar/register/WN\\_5\\_d-cL1KTeqWm2iUdCFpcA](https://rideuta.zoom.us/webinar/register/WN_5_d-cL1KTeqWm2iUdCFpcA) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, May 23rd will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**THROUGH:** Jana Ostler, Board Manager  
**FROM:** Jana Ostler, Board Manager

**TITLE:**

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**Approval of May 10, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the May 10, 2023, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday May 10, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/830933.html) <<https://www.utah.gov/pmn/sitemap/notice/830933.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

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**ATTACHMENTS:**

1. 2023-05-10\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, May 10, 2023**

**9:00 AM**

**FrontLines Headquarters**

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**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Kim Shanklin, UTA Chief People Officer, delivered a brief safety message.

**4. Public Comment**

**In-Person/Virtual Comment**

In person comment was given by Rone Tempest, who represented the Greater Avenues Community Council (GACC). Mr. Tempest said the GACC is requesting a curfew on pre-dawn and late-night buses on route 209 in The Avenues in Salt Lake City. Mr. Tempest referenced a video he had produced to capture sound issues and ridership on route 209 in The Avenues and asked for the link to be shared with the board. Mr. Tempest said he believes the sound issues are caused by the grade of the hills in The Avenues. He concluded by inviting UTA to attend a meeting on June 7, 2023, where mitigation can be proposed.

**Online Comment**

No online comment was received.

**5. Consent**

**a. Approval of April 26, 2023 Board Meeting Minutes**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

**6. Oath of Office**

a. **Oath of Office: Treasurer and Officer of the Board - Viola Miller**

The oath of office was administered to Viola Miller.

Following the oath, Ms. Miller made a few remarks on her new role with the agency.

7. **Reports**

a. **Executive Director's Report**

- **Team Award - Facilities Management Group**
- **FTA Rail Vehicle Replacement Program - Funding Selection**

**FTA Rail Vehicle Replacement Program - Funding Selection**

Jay Fox, UTA Executive Director, reported the agency recently received notice of a \$60 million grant award for rail vehicle replacement from the Federal Transit Administration (FTA). The grant will fund vehicle improvements that make the TRAX system fully accessible with level boarding for all riders. Mr. Fox thanked staff and Utah's federal delegation, and specifically Senator Mitt Romney, for their work in securing the grant.

**Team Award - Facilities Management Group**

Mr. Fox was joined by Cheryl Beveridge, UTA Chief Operating Officer, and Kevin Anderson, UTA Director of Maintenance Support. Mr. Fox indicated today is World Facilities Management Day. He recognized the facilities team for its work during an exceptionally challenging winter. He reported FrontRunner was 90% on time during the winter, which was due in large measure to facilities employees' work in keeping sidewalks and platforms clear.

Mr. Anderson thanked his team for their efforts during inclement weather, during natural disasters, and in their everyday responsibilities.

b. **Investment Report - First Quarter 2023**

Viola Miller, UTA Chief Financial Officer, was joined by Rob Lamph, UTA Assistant Treasurer. Mr. Lamph delivered the first quarter 2023 investment report. As of March 31, 2023, the combined yield for UTA's accounts was 3.991%. The agency's investments were underperforming against the federal funds rate benchmark but trending upward overall. Mr. Lamph concluded by stating growth trends are slowing.

Discussion ensued. Mr. Lamph said Chandler (UTA's investment portfolio manager) is following a strategy to take advantage of current return rates while planning for a potential recession.

c. **2022 Annual Transit-Oriented Communities and Real Estate Inventory Report**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, summarized the agency's real estate inventory, which consists of 2,378 acres of land, 824 parcels of

property, and 3,190 licenses or leases. He also discussed active transit-oriented development (TOD) projects and key statistics related to TOD, such as:

- Completed or under construction: 14 development phases
- Residential: 1,702 dwelling units (126 affordable)
- Office: 570,000 square feet
- Retail/commercial: 50,000 square feet
- Hotel: 192 rooms
- Private investment: \$537 million
- UTA capital investment: \$45.7 million
- UTA return on investment: \$49.2 million

He concluded by reviewing progress on station area planning efforts.

Discussion ensued. Questions on build-out rates for UTA-owned TOD property and surplus properties were posed by the board and answered by Mr. Drake.

## 8. Resolutions

### a. **R2023-05-01 - Resolution Approving Amendment Two to the Terms and Conditions of Employment for Executive Director Jay Fox**

Chair Christensen summarized the resolution, which 1) extends the employment of Mr. Fox to January 9, 2027, 2) adjusts the effective date for potential compensation increases to be consistent with the date of pay raises for other UTA administrative employees, and 3) authorizes a 4% merit increase effective January 10, 2023, recognizing Mr. Fox's 2022 performance.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

## 9. Contracts, Disbursements and Grants

### a. **Contract: Camera System Overhaul for TRAX and FrontRunner (Dell Marketing L.P.)**

Cody Steffensen, UTA Video Security Technician, requested the board approve a \$3,197,021.50 contract with Dell Marketing L.P. for video surveillance hardware on TRAX and FrontRunner vehicles.

Discussion ensued. Questions on installation plans, live feed potential, and completion timeline were posed by the board and answered by Mr. Steffensen.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**b. Contract: UTA Headquarters and Salt Lake Central Redevelopment Design Services (Skidmore, Owings & Merrill LLP. "SOM")**

Mr. Drake was joined by Sean Murphy, UTA Transit-Oriented Development Project Manager. Mr. Murphy requested the board approve a \$999,900 limited scope contract with Skidmore, Owings & Merrill LLP (SOM) for design efforts for the redevelopment of the Salt Lake Central Station, including a new mixed-use structure for UTA's headquarters. The contract covers the first 10% of the design work, including programming and conceptual design renderings.

Discussion ensued during which the board expressed support for moving forward with this endeavor as outlined.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

**c. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-106 - 450 East Direct Fixation Double Crossover Procurement (Stacy and Witbeck, Inc)**

Jared Scarbrough, UTA Director of Capital Construction, was joined by Kyle Stockley, UTA Manager of Capital Vehicles. Mr. Stockley requested the board approve a \$1,670,773 change order to the contract with Stacy and Witbeck, Inc to procure a direct fixation double crossover needed for state of good repair work on the TRAX alignment at 450 East. The total contract value, including the change order, is \$28,116,305.

Discussion ensued. Questions on state of good repair work and construction terminology were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

**d. Pre-Procurements**

- **Bi-Level Commuter Rail Vehicles**
- **Bi-Level Commuter Rail Car Overhaul**
- **Rail Vehicle Cleaning Services**
- **Clearfield FrontRunner Station Trail**
- **E-Voucher Phase 2**
- **Park & Ride Design Services**
- **UVX Design Services**

Troy Hamilton, UTA Procurement Manager, was joined by Mr. Stockley; Ben Adams, UTA Manager of Commuter Rail Vehicle Maintenance; Billy Patterson, UTA Assistant Manager of Commuter Rail Vehicle Maintenance; and Travis Colledge, UTA Project Manager III. Mr. Hamilton indicated the agency intends to procure the goods and/or services listed on the meeting agenda.

Discussion ensued. Questions on the bi-level commuter rail vehicle procurement type,

bi-level commuter rail vehicle ages (UTA-owned and new procurement), firms anticipated to bid on the cleaning services contract, inclusion of microbial cleaning services in the cleaning services contract, and asphalt installation at the Clearfield FrontRunner Station were posed by the board and answered by staff.

## 10. Budget and Other Approvals

### a. TBA2023-05-01 - 2022 Carryover Report Adjusting 2023 Expenditure Authority

Mary DeLoretto, UTA Chief Capital Services Officer, was joined by Ms. Miller, and Daniel Hofer, UTA Director of Capital Assets & Project Controls. Mr. Hofer reported the agency underspent its approved 2022 budget authority by approximately \$129.3 million. He requested the board approve a technical budget adjustment authorizing the carryforward of \$54.3 million from the 2022 budget authority to complete delivery of 2022 projects and support delivery of the 2023 capital budget. He indicated the remaining \$75 million will be reprogrammed, eliminated, or addressed in the 2024-2028 Five-Year Capital Plan.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this technical budget adjustment be approved. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:25 a.m.

The meeting reconvened at 10:34 a.m.

## 11. Discussion Items

### a. Escrow Substitution for the 2019 and 2021 Defeased Bond Escrows

Troy Bingham, UTA Comptroller, was joined by Ms. Miller and Brian Baker with Zions Bank Public Finance. Mr. Baker briefed the board on the opportunity to utilize an escrow substitution to produce savings for the agency between \$400,000-\$500,000 and described the steps required to complete the substitution.

Discussion ensued. Questions on escrow requirements, determination process, State and Local Government Series (SLGS) non-marketable Treasury securities, federal debt ceiling impacts, State Bonding Commission requirements, bond selection for the transaction, and substitution parameters were posed by the board and answered by Mr. Bingham and Mr. Baker.

### b. Bond Tender of Certain Taxable and Tax-Exempt Debt to Produce Debt Service Savings

Mr. Bingham was again joined by Ms. Miller and Mr. Baker. Mr. Baker explained the mechanics of a bond tender and said executing a bond tender of \$262.709 million on UTA's subordinated 2016, senior 2019B, and senior 2020B bonds would allow for a present value savings up to \$30.285 million. He also outlined the steps necessary for

transaction completion and reviewed indicative tender results.

Discussion ensued. Questions on call features, impact of current market interest rates, impact of federal interest rates, taxability of premiums to bondholders, transaction parameters, frequency of bond tender transactions, transaction withdrawal options, transaction timing, and impact on UTA's overall debt structure were posed by the board and answered by Mr. Bingham and Mr. Baker.

The trustees indicated their support but requested information about similar transactions with national transit agencies be shared in the presentation to the UTA Local Advisory Council (LAC).

**c. Draft Capital Budget Amendment #2 and Revision to 2023-2027 Capital Plan**

Ms. DeLoretto was joined by Ms. Miller, Ms. Shanklin, and Mr. Hofer. Mr. Hofer reviewed a draft capital budget amendment that modifies the 2023-2027 Five-Year Capital Plan to:

- Include two new projects (workforce/enterprise asset management and operator restrooms throughout the system)
- Modify several project budgets in the plan to absorb new project additions
- Move 2024 planned expenditures for the Transportation Investment Generating Economic Recovery (TIGER) program of projects in to the 2023 budget
- Increase 2023 budget authority by \$6.663 million

Discussion ensued. Questions on workforce management components, sewer line at Warm Springs, bus overhaul scope, and Jordan River Building 2 remodel were posed by the board and answered by staff.

**d. Draft Operating Budget Amendment #1 - Bargaining Contract and Administrative Market Rate Compensation Adjustments**

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Ms. Miller. Mr. Armstrong outlined a draft operating budget amendment that will:

- Increase budget expenses by \$7.74 million to adjust for additional wage and benefit expenses associated with the ratified collective bargaining agreement (CBA) with the Amalgamated Transit Union (ATU)
- Increase budget expenses by \$1.01 million to adjust for the impact of compensation changes to select administrative positions to reflect current labor market conditions
- Record changes to budget categories reflecting position moves between departments (no associated net increase)

Discussion ensued. The board recommended providing more detail on the CBA wage increases and information on the associated union vote in the presentation to the LAC.

e. **Davis-Salt Lake City Community Connector Update**

Patti Garver, UTA Manager of Environmental & Grant Services, was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, and Alex Beim, UTA Manager of Long-Range Strategic Planning. Ms. Garver described the Davis-Salt Lake City Community Connector, which is a 26-mile Bus Rapid Transit (BRT) line that will carry approximately 5,800 riders per day and run from the FrontRunner Farmington Station to the University of Utah at Research Park. The project, which has an estimated capital cost of \$75 million, is not yet fully funded and is currently in the midst of the locally preferred alternative (LPA) approval process.

Discussion ensued. Questions on station aesthetics, station standards, and route alignment were posed by the board and answered by staff.

The board suggested including historical context on the project, station standards, and a reference to the Transit Transportation Investment Fund (TTIF) as potential funding source in the presentation to the LAC.

**12. Other Business**

- a. Next Meeting: Wednesday, May 24th, 2023 at 9:00 a.m.

**13. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:45 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/830933.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/228?view\\_id=1&redirect=true&h=ea2e9beecc2e4bf9727db3a468c65a9e](https://rideuta.granicus.com/player/clip/228?view_id=1&redirect=true&h=ea2e9beecc2e4bf9727db3a468c65a9e).

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



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director

**TITLE:**

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**Executive Director's Report**

- Team Award - Triennial Review Team
- UTA Recognition - Ediri Oyake and Chris Charlesworth
- UTA Recognition - Government Finance Officers Award (GFOA)
- UTA Recognition - Upgraded Credit Rating from S&P

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

- Team Award - Triennial Review Team (Bill Greene, Tracy Young)
- UTA Recognition - Ediri Oyake and Chris Charlesworth (Cherryl Beveridge, Jaron Robertson, Tony Berger)
- UTA Recognition - Government Finance Officers Award (GFOA) - (Rob Lamph)
- UTA Recognition - Upgraded Credit Rating from S&P - (Bill Greene)



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/24/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Viola Miller, Chief Financial Officer  
Brad Armstrong, Director, Budget & Financial Strategy  
David Hancock, Director of Capital Development

**TITLE:**

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**Financial Report - March 2023**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The March 2023 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the March 2023 Monthly Financial Statements.

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**DISCUSSION:**

At the May 24 meeting, the Chief Financial Officer and Director of Budget & Financial Strategy will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Development will also review the status of capital projects and receive questions from the Board of Trustees.

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**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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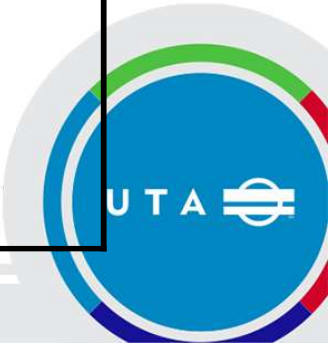
**ATTACHMENTS:**

- March 2023 Board Dashboard
- March 2023 Variance Report
- March 2023 Monthly Financial Statements

# Utah Transit Authority

Board Dashboard: March 31, 2023

Financial Metrics	Mar Actual	Mar Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
	Sales Tax (Feb '23 mm \$)	\$ 35.0	\$ 31.4	\$ 3.53	● 11.2%	\$ 70.5	\$ 65.5	\$ 4.98
Fare Revenue (mm)	\$ 3.5	\$ 3.0	\$ 0.53	● 17.6%	\$ 8.6	\$ 8.6	\$ (0.01)	● -0.1%
Operating Exp (mm)	\$ 33.5	\$ 33.8	0.34	● 1.0%	\$ 91.6	\$ 97.8	\$ 6.16	● 6.3%
Subsidy Per Rider (SPR)	\$ 10.43	\$ 11.09	\$ 0.66	● 6.0%	\$ 9.95	\$ 11.09	\$ 1.14	● 10.3%
UTA Diesel Price (\$/gal)	\$ 2.80	\$ 3.90	\$ 1.10	● 28.1%	\$ 3.21	\$ 3.90	\$ 0.69	● 17.6%
Operating Metrics	Mar Actual	Mar-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	2.87	2.71	0.2	● 5.9%	8.35	7.46	0.9	● 11.9%
Energy Cost by Type (Three Month Average)								
Diesel (Cost per Mile)					\$ 0.68			
Unleaded Gas (Cost per Mile)					\$ 0.93			
CNG (Cost per Mile)					\$ 0.88			
Bus Propulsion Power (Cost per Mile)					\$ 1.36			
TRAX Propulsion Power (Cost per Mile)					\$ 1.28			



SUBJECT: March Variance Analysis  
 FROM: CFO – Viola Miller  
 TO: Executive Director – Jay Fox

DATE: May 12, 2023

**Highlights**

Year to date UTA ridership is 14.9 percent above projections for 2023 and 11.9 percent above 2022 actual ridership for the same period.

Preliminary revenues YTD had a positive variance of \$11.6 million and operational expenses are \$6.2 million under budget.

Actual February 2023 Sales Tax revenues are \$35.0 million or 11.2 percent above budget. Year to date 2023 Sales Tax revenues is \$4.9 million above budget or 7.6 percent above budget and 2.8 percent, \$1.92 million above same period in 2022. (Note: UTA Sales Tax revenues are reported by the State with a one-to-two-month lag with current month numbers reflecting an accrued estimate).

Diesel fuel cost in March 2023 was 28.1 percent lower than budget. March 2023 diesel fuel cost averaged \$2.80 versus March 2022 average price of \$3.99. 2023 year to date diesel average price is \$3.21 compared to budget diesel price of \$3.90.

**2023 ANALYSIS**

**Ridership**

*(Comparison of Year-To-Date 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)*

**UTA System Ridership  
 YTD March 2023**

YTD	Mar 2023 Actual	Mar 2023 Forecast	Mar 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
<b>Bus</b>	4,455,143	3,938,307	3,813,278	641,866	516,836	16.8%	13.1%
<b>Salt Lake</b>	2,736,244	2,308,890	2,447,039	289,205	427,355	11.8%	18.5%
<b>Ogden</b>	746,079	845,748	588,927	157,152	(99,669)	26.7%	-11.8%
<b>Timp</b>	972,821	783,669	777,312	195,508	189,151	25.2%	24.1%
<b>Light Rail</b>	2,469,252	2,339,683	2,572,357	(103,105)	129,569	-4.0%	5.5%
<b>FrontRunner</b>	861,294	574,792	682,209	179,085	286,502	26.3%	49.8%
<b>Micro Transit <sup>1</sup></b>	91,970	73,774	33,315	58,655	18,196	176.1%	24.7%
<b>Paratransit</b>	207,895	168,238	184,188	23,707	39,657	12.9%	23.6%
<b>Van Pool</b>	267,463	173,349	176,407	91,056	94,114	51.6%	54.3%
<b>Total Ridership</b>	8,353,018	7,268,143	7,461,754	891,263	1,084,875	11.9%	14.9%

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership 2023 year to date was 8.4 million compared to YTD ridership forecast of 7.3 million (14.9 percent above forecast). This amounted to 891,000 trips (11.9 percent) higher than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 861,000 passengers YTD 2023 compared to a ridership forecast of 575,000 (49.8 percent above forecast). This figure is approximately 26.3 percent higher than 2022 ridership of 682,000.<sup>1</sup>

TRAX ridership YTD in 2023 was 5.5 percent above the 2023 forecast with 130,000 more riders than projected. This is 4.0 percent lower than 2022 ridership of 2.57 million riders.

Bus ridership YTD in 2023 was 4.46 million as compared to a forecast of 3.94 million (13.1 percent above forecast) and higher than 2022 ridership of 3.81 million (16.8 percent).

Paratransit/Flex YTD 2023 ridership was above 2023 forecast of 168,000 by 23.6 percent, with UTA providing 208,000 trips. This is 12.9 percent higher than 2022 ridership of 184,000.

Microtransit YTD ridership in 2023 is above forecast by 18,000 or 24.7 percent. Microtransit started south Davis County and Tooele County service in August of 2022, so YTD March 2022 values are not comparable.

Van Pool ridership YTD for 2023 was 268,000 versus a forecast of 173,000, which is 54.3 percent above forecast. 2023 ridership is 51.6 percent higher than in 2022.

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<sup>1</sup> Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

## Operating Financial Results March 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
<b>Revenue</b>										
\$ 44.2	\$ 43.5	\$ 42.1	\$ 1.4	3.4%	Sales Tax (Mar accrual)	\$ 101.1	109.0	\$ 107.6	\$ 1.4	1.3%
3.0	3.5	3.0	0.5	17.6%	Fares	28.5	8.6	8.6	(0.0)	-0.1%
110.0	-	-	-	0.0%	Federal	130.6	-	-	-	0.0%
1.4	10.2	1.8	8.4	474.8%	Other *	30.1	15.5	5.3	10.2	192.2%
<b>\$ 158.5</b>	<b>\$ 57.2</b>	<b>\$ 46.9</b>	<b>\$ 10.4</b>	<b>22.1%</b>	<b>TOTAL REVENUE</b>	<b>\$ 290.3</b>	<b>\$ 133.1</b>	<b>\$ 121.5</b>	<b>\$ 11.6</b>	<b>9.6%</b>
<b>Expense</b>										
\$ 15.5	\$ 16.0	\$ 15.7	\$ (0.2)	-1.6%	Salary/Wages	\$ 42.0	\$ 45.2	\$ 46.6	\$ 1.3	2.9%
7.0	7.1	7.8	0.7	8.8%	Fringe Benefits	20.3	21.3	23.6	2.3	9.8%
2.0	3.7	3.3	(0.4)	-12.7%	Services	5.5	7.8	9.0	1.2	13.8%
0.9	2.0	2.0	0.0	1.9%	Parts	3.0	6.2	5.8	(0.4)	-6.2%
4.2	3.0	3.1	0.1	3.4%	Fuel	6.1	8.4	9.1	0.7	8.1%
0.7	1.7	0.5	(1.2)	-235.1%	Utilities	1.7	3.0	1.6	(1.5)	-96.0%
1.1	0.9	2.2	1.3	59.0%	Other	2.6	2.6	5.1	2.5	48.9%
(0.4)	(0.9)	(1.0)	0.1	-11.0%	Capitalized Cost	(0.8)	(2.8)	(2.9)	0.1	-3.3%
<b>\$ 31.0</b>	<b>\$ 33.5</b>	<b>\$ 33.6</b>	<b>\$ 0.2</b>	<b>0.5%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 80.4</b>	<b>\$ 91.6</b>	<b>\$ 97.8</b>	<b>\$ 6.2</b>	<b>6.3%</b>
\$ 6.9	\$ 6.9	\$ 6.7	\$ (0.2)	-3.1%	Debt Service	\$ 20.5	\$ 20.2	\$ 20.0	\$ (0.2)	-1.0%
<b>\$ 120.7</b>	<b>\$ 16.9</b>	<b>\$ 6.6</b>	<b>\$ 10.3</b>	<b>156.8%</b>	<b>Contrib. Capital/Reserves</b>	<b>\$ 121.0</b>	<b>\$ 21.3</b>	<b>\$ 3.7</b>	<b>\$ 17.6</b>	<b>471.8%</b>

\*Does not include Sale of Assets Favorable/(Unfavorable)

\*Does not include Sale of Assets Favorable/(Unfavorable)

### Revenue

#### Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a one to two-month delay. The results shown above (from March financial statements) reflect accrued sales tax revenues through March.

As shown above, 2023 sales tax revenues (including accruals for March in the financial statements) were \$109 million, slightly above budget. Actual sales tax year-over-year growth in February 2023 for almost all counties in UTA's service Actual sarea appear to have dropped from double-digit growth rates that we have seen in prior periods.

#### Fare Revenue

Year-to-date passenger revenue was slightly below budget in March, with total fare revenue of \$8.6 million compared to a budget of \$8.6 million. The small negative variance can be attributed to the impact and timing of matching payments by UTA for terms of the Paratransit fare agreement with the State of Utah.

#### Federal Operating Revenue

Year-to-date Federal revenues were budgeted at \$0 million in recognition of delays related to labor issues impacting the award of federal grants. Federal operating revenues will be recognized when delays in grant approvals and processing are completed, which may take several additional months.

### Other Revenue

Other revenue sources were \$10.2 million or 192.2% above budget. Higher than budgeted investment revenue, driven by higher rates of return on investments than expected, was \$10.4 million above budget. There were small negative variances that made up the difference in lease and fee revenues.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns on a cash basis to exceed budgeted targets for 2023.

### **Expenditures**

Operating expenses year-to-date through March were under budget by \$6.2 million or 6.3 percent. The explanation of the underrun is described below along with adjusted expectations when taking delays into account.

#### Salary and Wages

Year-to-date salary and wages were \$1.3 million or 2.9 percent under budget, primarily due to vacancies. The positive variance would have been higher but for overtime costs driven by NBA Allstar weekend in February and labor shortages (primarily in operator labor) as discussed below.

#### Overtime

Overtime was \$1.52 million over budget year to date, relative to a total overtime budget of \$2.59 million.

Year-to-date operator overtime was \$890,000 or 52.2 percent over budget. Salt Lake Bus was over budget by \$527,000, Ogden by \$199,000, Light Rail by \$29,000, Riverside by \$47,000 and Timpanogos by \$72,000 with smaller differences elsewhere. This situation is primarily a function of business units use of overtime to compensate for operator shortages with impacts from higher overtime rates paid during NBA All Star Weekend as well.

Non-operator (primarily Bargaining maintenance) year to date overtime was \$632,000 (71.4 percent) over budget. Asset Management overtime was over budget by \$181,000 (121.0 percent) with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category (regular wages were \$582,000 under budget). Also contributing was Salt Lake Bus maintenance at \$132,000 (96.7 percent above budget but reg wages under budget by \$95,000), Commuter Rail at \$64,000 (114.0 percent above budget), Public Safety at \$99,000 (\$34,000 budget) and Ogden Maintenance at \$72,000 (427.2% above budget). Other smaller amounts contributed to the balance.

### Fringe

Year-to-date fringe benefit expenses were under budget by \$2.3 million (9.8 percent) primarily due to the impact of vacancies discussed above.

### Vacancies

UTA's vacancy rate is 9.2 percent year to date at the end of March versus a vacancy rate of 8.2 percent the end of December 2022. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

### Non-Labor Summary

Year-to-date, non-labor categories were a net \$2.6 million favorable primarily due to positive variances of \$1.2 million in Services, \$700,000 in Fuel, and \$2.5 million in Other, with negative offsets in Parts \$(400,000) and \$(150,000) in Utilities.

### Services

Services were favorable by \$1.2 million (13.8 percent) due to:

- Information Systems (under \$56,000 or 5.1 percent). Primarily caused by lower spending on projects than expected due to delays in implementation and delays in billing for services.  
Paratransit (under \$149,000 or 44.1 percent). Associated primarily with impacts of accrual adjustments for outsourced paratransit services and delays in invoicing.
- Legal (under \$238,000 or 100%). Attorney General billings for January, February, and March have not yet been approved for payment but will be processed and included in the April update.
- Capital Development (under \$149,000 or 55.1%). Lower expenses in professional technical services (\$76,000) and special studies (\$73,000).
- Microtransit (under \$706,000 or 34%). Amount has dropped from January's balance and expectations are that they should be close to budget by the end of the April.
- Communications (under \$69,000 or 61.8%). Budgeted amounts are expected to be incurred later in the year than originally planned.
- Balance of items spread across other groups in organization.

### Parts

Year-to-date, Parts were over budget by \$400,000 (on a \$5.8 million budget). The largest contributing operating unit was Commuter Rail at \$425,000 over budget (54.2 percent), with smaller amounts being both over and under budget in other operating units. Commuter Rail indicates they have been replacing higher cost components (14 traction motors) at a rate which is much higher than experience would have indicated.

### Fuel and Power

Year-to-date, fuel and power expenses were about \$700,000 under budget. Diesel fuel expenses were \$1.2 million under budget and CNG fuel was \$213,000 over planned spend. Additionally, diesel gallon usage was under budget by 74,000 gallons. Propulsion power

was over budget \$393,000 but is expected to normalize by the end of May.

Other

Year-to-date Other expense has a positive variance of \$2.5 million or 48.9 percent.

Insurance related expense was \$967,000 under budget, 30.3 percent. Training, travel, and Other Miscellaneous expenses were under budget \$455,000, or 48.1 percent.

Supplies and related supplies expense were \$192,000 under budget, or 69.5 percent.

The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

Year-to-date Utility expenses were \$1.5 million or 96.0 percent higher than budget. Primary cause of this variance is directly related to January's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355 percent in one month. Since then, prices have declined, with the latest information showing April costs to approximately \$12 MMBtu. In addition, Summit Energy has some delayed invoicing from January and February. The Facilities group has also experienced additional Utility charges related directly to the extraordinary winter weather in March.

Capitalized Cost

Year-to-date Capitalized Cost are slightly under budget, with small amounts associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller's office and Operations.

**March 2023 Results**

**Ridership**

(Comparison of March 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

**UTA System Ridership  
March 2023**

MTD	Mar 2023	Mar 2023	Mar 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
<b>Bus</b>	1,542,765	1,422,610	1,369,121	173,644	120,156	12.7%	8.4%
<b>Salt Lake</b>	947,319	830,207	879,716	67,604	117,112	7.7%	14.1%
<b>Ogden</b>	254,609	302,567	212,198	42,411	(47,957)	20.0%	-15.9%
<b>Timp</b>	340,837	289,836	277,208	63,629	51,001	23.0%	17.6%
<b>Light Rail</b>	820,053	871,354	944,062	(124,008)	(51,301)	-13.1%	-5.9%
<b>FrontRunner</b>	299,627	234,400	248,844	50,783	65,227	20.4%	27.8%
<b>Micro Transit <sup>1</sup></b>	34,410	30,085	14,121	20,289	4,325	143.7%	14.4%
<b>Paratransit</b>	76,051	65,525	71,049	5,002	10,526	7.0%	16.1%
<b>Van Pool</b>	95,016	58,443	59,887	35,129	36,573	58.7%	62.6%
<b>Total Ridership</b>	<b>2,867,923</b>	<b>2,682,418</b>	<b>2,707,083</b>	<b>160,840</b>	<b>185,505</b>	<b>5.9%</b>	<b>6.9%</b>

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

March’s total ridership was 2.9 million, which was 185,000 above forecast (6.9 percent), This was 161,000 (5.9 percent) higher than in 2022.

Frontrunner carried 299,000 passengers in March compared to a ridership forecast of 234,000 (27.8 percent higher). This figure is 20.4 percent higher than 2022 ridership of 249,000.<sup>2</sup>

TRAX ridership in March was down 5.9 percent from the March forecast of 871,000 riders. This is 13.1 percent below March 2022 ridership of 944,000 riders.

Bus ridership in March was 174,000 higher as compared to a forecast of 1.4 million (8.4 percent higher) and 12.7 percent higher than 2022 ridership of 1.37 million. <sup>3</sup>

Paratransit/Flex ridership was above March forecast of 66,000 by 16.1 percent, with UTA providing 76,000 trips. This is 7.0 percent higher than 2022 ridership for the same period.

Microtransit ridership in March was above forecast by 20,000 or 14.4 percent. Microtransit started South Davis County and Tooele County service in August of 2022, March 2022 values are not comparable.

<sup>2</sup> Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

<sup>3</sup> March 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

Vanpool ridership for March was 95,000 versus a forecast of 58,000, which is 62.6 percent above forecast. Ridership is 58.7 percent higher than the same month in 2022.

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
					<b>Revenue</b>					
\$ 44.2	\$ 43.5	\$ 42.1	\$ 1.4	3.4%	Sales Tax (Mar accrual)	\$ 101.1	109.0	\$ 107.6	\$ 1.4	1.3%
3.0	3.5	3.0	0.5	17.6%	Fares	28.5	8.6	8.6	(0.0)	-0.1%
110.0	-	-	-	0.0%	Federal	130.6	-	-	-	0.0%
1.4	10.2	1.8	8.4	474.8%	Other *	30.1	15.5	5.3	10.2	192.2%
<b>\$ 158.5</b>	<b>\$ 57.2</b>	<b>\$ 46.9</b>	<b>\$ 10.4</b>	<b>22.1%</b>	<b>TOTAL REVENUE</b>	<b>\$ 290.3</b>	<b>\$ 133.1</b>	<b>\$ 121.5</b>	<b>\$ 11.6</b>	<b>9.6%</b>
					<b>Expense</b>					
\$ 15.5	\$ 16.0	\$ 15.7	\$ (0.2)	-1.6%	Salary/Wages	\$ 42.0	\$ 45.2	\$ 46.6	\$ 1.3	2.9%
7.0	7.1	7.8	0.7	8.8%	Fringe Benefits	20.3	21.3	23.6	2.3	9.8%
2.0	3.7	3.3	(0.4)	-12.7%	Services	5.5	7.8	9.0	1.2	13.8%
0.9	2.0	2.0	0.0	1.9%	Parts	3.0	6.2	5.8	(0.4)	-6.2%
4.2	3.0	3.1	0.1	3.4%	Fuel	6.1	8.4	9.1	0.7	8.1%
0.7	1.7	0.5	(1.2)	-235.1%	Utilities	1.7	3.0	1.6	(1.5)	-96.0%
1.1	0.9	2.2	1.3	59.0%	Other	2.6	2.6	5.1	2.5	48.9%
(0.4)	(0.9)	(1.0)	0.1	-11.0%	Capitalized Cost	(0.8)	(2.8)	(2.9)	0.1	-3.3%
<b>\$ 31.0</b>	<b>\$ 33.5</b>	<b>\$ 33.6</b>	<b>\$ 0.2</b>	<b>0.5%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 80.4</b>	<b>\$ 91.6</b>	<b>\$ 97.8</b>	<b>\$ 6.2</b>	<b>6.3%</b>
\$ 6.9	\$ 6.9	\$ 6.7	\$ (0.2)	-3.1%	Debt Service	\$ 20.5	\$ 20.2	\$ 20.0	\$ (0.2)	-1.0%
<b>\$ 120.7</b>	<b>\$ 16.9</b>	<b>\$ 6.6</b>	<b>\$ 10.3</b>	<b>156.8%</b>	Contrib. Capital/Reserves	<b>\$ 121.0</b>	<b>\$ 21.3</b>	<b>\$ 3.7</b>	<b>\$ 17.6</b>	<b>471.8%</b>

\*Does not include Sale of Assets Favorable/(Unfavorable)

\*Does not include Sale of Assets Favorable/(Unfavorable)

## Revenue

For the month of March, sales tax revenues were \$43.5 million. Farebox revenue was 17.6% above budget, primarily related to the recognition of prepaid fare pass revenue.

There were no Federal payments recorded for the month as the formula grants are pending due to grant processing delays and delays related to labor issues. Once these grants are approved, UTA will be able draw down an estimated \$55 million in accrued eligible operational expenses dating back to 2022 and \$24 million in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$8.4 million variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

## Expenditures

The March expense variance of \$200,000 or 0.5 percent below budget is driven by negative variances in Wage costs of \$200,000 due to the payment of annual increases retroactively from January. An underspend of \$400,000 in Fringe expense is related to the Agency’s vacancies. A over spend in Service of \$400,000 due to timing of services/invoices and a \$100,000 of underspend in Fuel due to lower than budgeted pricing also contributed to the positive variance. Other Expenses were below budget by \$1.3 million were related to the agency’s contingency and insurance positive variances.

*Comments on notable impacts to the variance are as follows:*

Salary: \$200,000 over budget. In March the annual administrative salary increases (retroactively to January 1<sup>st</sup>) were processed accounting for an overspend in March. However, salaries year to date are under budget.

Parts: Basically, at budget for the month of March. Commuter Rail spending on parts was \$100,000 over budgeted plan but offset by an underspend in Light Rail of \$151,000. Other small variances in smaller amounts were experienced in other operating units.

Services: \$400,000 spend over budget, 12.7 percent over plan. Much of the overspend for the month was within the Training & Development group directly related to the timing of payments for training materials. This timing difference between actual and budget should be resolved by the end of the second quarter. IT in March was over budget by \$200,000 primarily due to budget timing of software and software related licensing.

Fuel/Power: Slightly under budget \$100,000 (3.4 percent), driven by a higher lingering CNG cost from the large price increase in January and February, \$224,000 over budget. This has been offset by lower diesel and fuel expenses, \$307,000 under budget.

Utilities: Over budget by 235 percent (\$1.2 million), primarily due to costs associated with the heavy and persistent winter weather and delayed invoicing from Summit Energy for CNG from January and February. Mostly related to platform heating, building heating, and lingering impact of the spike in the cost of natural gas.

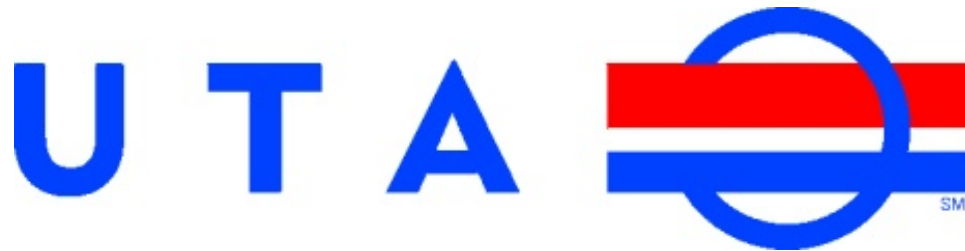
Capitalized Cost: \$0.1 million under budget (11.0 percent variance) for March. Most of this variance is associated with Light Rail and Fleet Engineering. Accounting's continued work with Light Rail and Asset Management has helped this area to have more timely and accurate reporting.

# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

March 31, 2023



KEY ITEM REPORT  
(UNAUDITED)  
As of March 31, 2023

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (9,152,507)	\$ (9,164,921)	\$ (12,414)	0%
2 Operating Expenses	91,643,108	97,556,462	5,913,354	6%
3 Net Operating Income (Loss)	(82,490,601)	(88,391,541)	5,900,940	7%
4 Capital Revenue	(5,395,435)	(64,037,375)	(58,641,940)	-92%
5 Capital Expenses	21,971,361	79,749,250	57,777,889	72%
6 Net Capital Income (Loss)	(16,575,927)	(15,711,875)	(864,052)	-5%
7 Sales Tax	(109,045,194)	(107,599,079)	1,446,115	1%
8 Other Revenue	(14,902,063)	(4,718,500)	10,183,563	216%
9 Debt Service	20,157,286	19,967,078	(190,208)	-1%
10 Sale of Assets	1,914,862	-	(1,914,862)	
11 Net Non-Operating Income (Loss)	101,875,109	92,350,501	9,524,608	10%
12 Contribution to Cash Balance	<u>\$ 2,808,581</u>	<u>\$ (11,752,915)</u>	<u>\$ 14,561,497</u>	<u>-124%</u>
13 Amortization	2,911,467			
14 Depreciation	34,701,330			
15 Total Non-cash Items	<u>\$ 37,612,797</u>			

STATISTICS

RIDERSHIP

2022 Actual	March 2023	March 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	2,867,923	2,707,083	160,840	8,353,018	7,461,753	891,265

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 91,643,108
18 Less: Passenger Revenue	(8,572,007)
19 Subtotal	83,071,101
20 Divided by: Ridership	÷ 8,353,018
21 Subsidy per Rider	<u>\$ 9.95</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of March 31, 2023

BALANCE SHEET

	<u>3/31/2023</u>	<u>3/31/2022</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 13,770,698	\$ 73,613,006
2 Investments (Unrestricted)	526,547,184	380,633,901
3 Investments (Restricted)	158,639,985	152,641,061
4 Receivables	93,077,499	76,347,993
5 Receivables - Federal Grants	3,872,754	30,562,929
6 Inventories	40,750,579	33,111,383
7 Prepaid Expenses	997,452	1,159,754
8 <b>TOTAL CURRENT ASSETS</b>	<b><u>\$ 837,656,151</u></b>	<b><u>\$ 748,070,027</u></b>
9 Property, Plant & Equipment (Net)	2,923,430,353	2,899,038,203
10 Other Assets	115,430,334	145,332,708
11 <b>TOTAL ASSETS</b>	<b><u>\$ 3,876,516,838</u></b>	<b><u>\$ 3,792,440,938</u></b>
12 Current Liabilities	\$ 65,813,522	\$ 81,447,683
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,397,695,181	2,411,061,460
16 Net Investment in Capital Assets	733,307,729	684,902,953
17 Restricted Net Position	127,886,160	62,714,065
18 Unrestricted Net Position	461,171,760	455,531,180
19 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,876,516,838</u></b>	<b><u>\$ 3,792,440,938</u></b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
20 2018 Bond Proceeds	30,950	\$ 9,179,071
21 2019 Bond Proceeds	3,106,405	60,289,657
22 Debt Service Interest Payable	75,104,432	51,117,921
23 Risk Contingency Fund	24,058,804	8,045,886
24 Catastrophic Risk Reserve Fund	1,113,009	1,100,912
25 Box Elder County ROW (sales tax)	3,001,921	1,600,610
26 Utah County 4th Qtr (sales tax)	10,141,689	1,767,485
27 Amounts held in escrow	42,082,775	19,539,519
28 <b>TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 158,639,985</u></b>	<b><u>\$ 152,641,061</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	45,616,000	45,616,000
32 Debt Reduction Reserve	29,999,991	30,000,000
33 <b>TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 159,732,991</u></b>	<b><u>\$ 151,879,000</u></b>
34 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 318,372,976</u></b>	<b><u>\$ 304,520,061</u></b>

## SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of March 31, 2023

## REVENUE &amp; EXPENSES

	ACTUAL Mar-23	ACTUAL Mar-22	YTD 2023	YTD 2022
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,549,619)	\$ (3,017,245)	\$ (8,572,007)	\$ (7,360,967)
2 Advertising Revenue	(193,500)	(180,000)	(580,500)	(540,000)
3 <b>TOTAL OPERATING REVENUE</b>	<u>\$ (3,743,119)</u>	<u>\$ (3,197,245)</u>	<u>\$ (9,152,507)</u>	<u>\$ (7,900,967)</u>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 11,117,294	\$ 11,847,538	\$ 31,693,394	\$ 29,807,335
5 Commuter Rail	2,502,491	2,932,177	7,373,672	6,165,067
6 Light Rail	3,503,161	3,096,455	10,436,945	9,296,899
7 Maintenance of Way	1,713,835	1,652,316	5,493,780	4,698,515
8 Paratransit Service	2,404,740	2,387,496	6,307,438	6,159,752
9 RideShare/Van Pool Services	389,605	262,242	809,790	559,960
10 Microtransit	787,893	453,195	1,539,928	1,268,378
11 Operations Support	6,649,357	5,048,515	17,315,331	13,665,073
12 Administration	4,397,182	3,308,256	10,672,830	8,817,811
13 Non-Departmental	-	-	-	-
14 <b>TOTAL OPERATING EXPENSE</b>	<u>\$ 33,465,558</u>	<u>\$ 30,988,190</u>	<u>\$ 91,643,108</u>	<u>\$ 80,438,790</u>
15 <b>NET OPERATING (INCOME) LOSS</b>	<u>\$ 29,722,439</u>	<u>\$ 27,790,945</u>	<u>\$ 82,490,601</u>	<u>\$ 72,537,823</u>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	(9,018,961)	(120,643)	(12,182,922)	(234,545)
17 Sales Tax Revenue <sup>1</sup>	(43,519,568)	(44,163,991)	(109,045,194)	(101,115,882)
18 Other Revenue	(950,884)	(1,036,073)	(2,719,141)	(2,740,133)
19 Fed Operations/Preventative Maint. Revenue	-	(109,959,377)	-	(109,959,377)
20 Bond Interest	6,258,972	6,537,639	18,776,915	19,612,915
21 Bond Interest UTCT	148,357	152,434	445,071	457,301
22 Bond Cost of Issuance/Fees	1,950	30,600	1,950	30,600
23 Lease Interest	455,985	137,852	933,350	417,480
24 Sale of Assets	(79,374)	(44,541)	1,914,862	(52,540)
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<u>\$ (46,703,523)</u>	<u>\$ (148,466,100)</u>	<u>\$ (101,875,109)</u>	<u>\$ (193,584,181)</u>
26 <b>CONTRIBUTION TO RESERVES</b>	<u>\$ 16,981,084</u>	<u>\$ 120,675,155</u>	<u>\$ 19,384,508</u>	<u>\$ 121,046,358</u>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(339,686)	121,633	(1,019,056)	364,898
28 Bond Refunding Cost Amortization	1,242,598	137,093	3,727,795	411,279
29 Future Revenue Cost Amortization	67,576	67,476	202,728	202,728
30 Depreciation	11,557,699	11,620,691	34,701,330	34,716,831
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<u>\$ 12,528,187</u>	<u>\$ 11,946,893</u>	<u>\$ 37,612,797</u>	<u>\$ 35,695,736</u>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of March 31, 2023

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL Mar-23	BUDGET Mar-23	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,549,619)	\$ (3,019,654)	\$ 529,965	18%
2 Advertising Revenue	(193,500)	(193,500)	-	0%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,743,119)</b>	<b>\$ (3,213,154)</b>	<b>\$ 529,965</b>	<b>16%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 11,117,294	11,746,383	\$ 629,089	5%
5 Commuter Rail	2,502,491	2,528,162	25,671	1%
6 Light Rail	3,503,161	3,828,273	325,112	8%
7 Maintenance of Way	1,713,835	1,813,888	100,053	6%
8 Paratransit Service	2,404,740	2,330,900	(73,840)	-3%
9 RideShare/Van Pool Services	389,605	332,910	(56,695)	-17%
10 Microtransit	787,893	766,024	(21,869)	-3%
11 Operations Support	6,649,357	5,124,709	(1,524,648)	-30%
12 Administration	4,397,182	5,085,461	688,279	14%
13 Non-Departmental	-	-	-	
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,465,558</b>	<b>\$ 33,556,710</b>	<b>\$ 91,152</b>	<b>0%</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 29,722,439</b>	<b>\$ 30,343,556</b>	<b>\$ 621,117</b>	<b>2%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (9,018,961)	\$ (605,000)	\$ 8,413,961	1391%
17 Sales Tax Revenue	(43,519,568)	(42,073,452)	1,446,116	3%
18 Other Revenue	(950,884)	(969,500)	(18,616)	-2%
19 Fed Operations/Preventative Maint. Revenue	-	-	-	
20 Bond Interest	6,258,972	6,258,972	-	0%
21 Bond Interest UTCT	148,357	148,357	-	0%
22 Bond Cost of Issuance/Fees	1,950	16,050	14,100	88%
23 Lease Interest	455,985	235,778	(220,207)	-93%
24 Sale of Assets	(79,374)	-	79,374	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (46,703,523)</b>	<b>\$ (36,988,795)</b>	<b>\$ 9,714,728</b>	<b>26%</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 16,981,084</b>	<b>\$ 6,645,239</b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)  
As of March 31, 2023

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE
	Mar-23	Mar-23	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>			
1 Board of Trustees	\$ 281,644	\$ 262,250	\$ (19,394)
2 Executive Director	425,327	530,245	104,918
3 Chief Communication Officer	394,257	442,472	48,215
4 Chief Planning and Engagement Officer	1,344,016	1,432,652	88,636
5 Chief Finance Officer	1,418,820	1,467,612	48,792
6 Chief Operating Officer	25,491,175	25,133,580	(357,595)
7 Chief People Officer	1,519,661	1,196,807	(322,854)
8 Chief Development Officer	512,275	737,049	224,774
9 Chief Enterprise Strategy Officer	2,078,383	2,354,043	275,660
10 Non-Departmental	-	-	-
11 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 33,465,558</b>	<b>\$ 33,556,710</b>	<b>\$ 91,152</b>

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE
	Mar-22	Mar-22	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>			
12 Board of Trustees	\$ 705,974	\$ 786,750	\$ 80,776
13 Executive Director	1,129,356	1,481,435	352,079
14 Chief Communication Officer	932,219	985,666	53,447
15 Chief Planning and Engagement Officer	3,179,764	4,151,837	972,073
16 Chief Finance Officer	3,470,264	4,295,894	825,630
17 Chief Operating Officer	72,249,622	74,393,977	2,144,355
18 Chief People Officer	3,650,406	3,105,729	(544,677)
19 Chief Development Officer	1,335,088	2,195,147	860,059
20 Chief Enterprise Strategy Officer	4,990,415	6,160,027	1,169,612
21 Non-Departmental	-	-	-
22 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 91,643,108</b>	<b>\$ 97,556,462</b>	<b>\$ 5,913,354</b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of March 31, 2023

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Mar-22	Mar-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (8,572,007)	\$ (8,584,421)	\$ (12,414)	0%
2 Advertising Revenue	(580,500)	(580,500)	-	0%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (9,152,507)</b>	<b>\$ (9,164,921)</b>	<b>\$ (12,414)</b>	<b>0%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 31,693,394	\$ 34,235,800	\$ 2,542,406	7%
5 Commuter Rail	7,373,672	7,663,483	289,811	4%
6 Light Rail	10,436,945	11,132,291	695,346	6%
7 Maintenance of Way	5,493,780	5,324,460	(169,320)	-3%
8 Paratransit Service	6,307,438	6,695,467	388,029	6%
9 RideShare/Van Pool Services	809,790	998,730	188,940	19%
10 Microtransit	1,539,928	2,298,072	758,144	33%
11 Operations Support	17,315,331	15,261,646	(2,053,685)	-13%
12 Administration	10,672,830	13,946,513	3,273,683	23%
13 Non-Departmental	-	-	-	
14 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 91,643,108</b>	<b>\$ 97,556,462</b>	<b>\$ 5,913,354</b>	<b>6%</b>
15 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 82,490,601</b>	<b>\$ 88,391,541</b>	<b>\$ 5,900,940</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
16 Investment Revenue	\$ (12,182,922)	\$ (1,810,000)	\$ 10,372,922	573%
17 Sales Tax Revenue	(109,045,194)	(107,599,079)	1,446,115	1%
18 Other Revenue	(2,719,141)	(2,908,500)	(189,359)	-7%
19 Fed Operations/Preventative Maint. Revenue	-	-	-	
20 Bond Interest	18,776,915	18,776,916	1	0%
21 Bond Interest UTCT	445,071	461,121	16,050	3%
22 Bond Cost of Issuance/Fees	1,950	16,050	14,100	88%
23 Lease Interest	933,350	712,991	(220,359)	-31%
24 Sale of Assets	1,914,862	-	(1,914,862)	
25 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (101,875,109)</b>	<b>\$ (92,366,551)</b>	<b>\$ 9,508,558</b>	<b>10%</b>
26 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 19,384,508</b>	<b>\$ 3,975,010</b>		

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 4,496,403	\$ 92,249,000	4.9%
2 INFORMATION TECHNOLOGY	863,415	17,690,000	4.9%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	929,091	12,441,000	7.5%
4 CAPITAL PROJECTS	3,199,351	108,062,000	3.0%
5 STATE OF GOOD REPAIR	3,108,138	51,309,000	6.1%
6 DEPOT DISTRICT	5,285,991	12,001,000	44.0%
7 OGDEN/WEBER STATE BRT	3,222,444	14,785,000	21.8%
8 TIGER	866,530	10,460,000	8.3%
9 TOTAL	<u>\$ 21,971,361</u>	<u>\$ 318,997,000</u>	6.9%
<b>REVENUES</b>			
10 GRANT	\$ 3,473,455	\$ 120,700,000	2.9%
11 STATE CONTRIBUTION	494,175	19,338,000	2.6%
12 LEASES (PAID TO DATE)	-	41,755,000	0.0%
13 BONDS	-	62,847,500	0.0%
14 LOCAL PARTNERS	1,427,804	11,509,000	12.4%
15 UTA FUNDING	16,575,927	62,847,500	26.4%
16 TOTAL	<u>\$ 21,971,361</u>	<u>\$ 318,997,000</u>	6.9%

As of March 31, 2023

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Mar-23	Mar-22	2023	2022
<b>UTA</b>				
Fully Allocated Costs	33,465,555	30,986,190	91,643,107	80,438,790
Passenger Farebox Revenue	3,549,620	3,017,245	8,572,007	7,360,967
Passengers	2,867,923	2,707,083	8,353,018	7,461,753
Farebox Recovery Ratio	10.6%	9.7%	9.4%	9.2%
Actual Subsidy per Rider	\$10.43	\$10.33	\$9.95	\$9.79
<b>BUS SERVICE</b>				
Fully Allocated Costs	16,536,070	15,941,804	45,417,726	40,736,865
Passenger Farebox Revenue	1,399,136	1,548,908	3,889,481	3,479,841
Passengers	1,542,765	1,369,121	4,455,143	3,813,278
Farebox Recovery Ratio	8.5%	9.7%	8.6%	8.5%
Actual Subsidy per Rider	\$9.81	\$10.51	\$9.32	\$9.77
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	8,806,094	7,372,867	23,976,930	20,673,005
Passenger Farebox Revenue	591,765	569,578	1,622,554	1,576,324
Passengers	820,053	944,062	2,469,252	2,572,356
Farebox Recovery Ratio	6.7%	7.7%	6.8%	7.6%
Actual Subsidy per Rider	\$10.02	\$7.21	\$9.05	\$7.42
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,913,983	4,095,561	12,001,699	9,705,030
Passenger Farebox Revenue	386,604	372,107	1,100,228	1,108,725
Passengers	299,627	248,844	861,294	682,209
Farebox Recovery Ratio	9.9%	9.1%	9.2%	11.4%
Actual Subsidy per Rider	\$11.77	\$14.96	\$12.66	\$12.60
<b>MICROTRANSIT</b>				
Fully Allocated Costs	876,259	520,546	1,763,896	1,427,610
Passenger Farebox Revenue	45,965	16,979	107,053	26,410
Passengers	34,410	14,121	91,970	33,315
Farebox Recovery Ratio	5.2%	3.3%	6.1%	1.8%
Actual Subsidy per Rider	\$24.13	\$35.66	\$18.02	\$42.06
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,594,124	2,508,857	6,779,154	6,658,857
Passenger Farebox Revenue	789,495	84,934	868,623	387,451
Passengers	76,051	71,049	207,895	184,188
Farebox Recovery Ratio	30.4%	3.4%	12.8%	5.8%
Actual Subsidy per Rider	\$23.73	\$34.12	\$28.43	\$34.05
<b>RIDESHARE</b>				
Fully Allocated Costs	739,026	546,554	1,703,702	1,237,424
Passenger Farebox Revenue	336,654	424,738	984,068	782,217
Passengers	95,016	59,887	267,463	176,407
Farebox Recovery Ratio	45.6%	77.7%	57.8%	63.2%
Actual Subsidy per Rider	\$4.23	\$2.03	\$2.69	\$2.58

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-23	Mar-22	2023	2022
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$16,536,070	\$15,941,804	\$45,417,726	\$40,736,865
Light Rail Service	\$8,806,094	\$7,372,867	\$23,976,930	\$20,673,005
Commuter Rail Service	\$3,913,983	\$4,095,561	\$12,001,699	\$9,705,030
Microtransit	\$876,259	\$520,546	\$1,763,896	\$1,427,610
Paratransit	\$2,594,124	\$2,508,857	\$6,779,154	\$6,658,857
Rideshare	\$739,026	\$546,554	\$1,703,702	\$1,237,424
<b>UTA</b>	<b>\$33,465,555</b>	<b>\$30,986,190</b>	<b>\$91,643,107</b>	<b>\$80,438,790</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,399,136	\$1,548,908	\$3,889,481	\$3,479,841
Light Rail Service	\$591,765	\$569,578	\$1,622,554	\$1,576,324
Commuter Rail Service	\$386,604	\$372,107	\$1,100,228	\$1,108,725
Microtransit	\$45,965	\$16,979	\$107,053	\$26,410
Paratransit	\$789,495	\$84,934	\$868,623	\$387,451
Rideshare	\$336,654	\$424,738	\$984,068	\$782,217
<b>UTA</b>	<b>\$3,549,620</b>	<b>\$3,017,245</b>	<b>\$8,572,007</b>	<b>\$7,360,967</b>
<b>PASSENGERS</b>				
Bus Service	1,542,765	1,369,121	4,455,143	3,813,278
Light Rail Service	820,053	944,062	2,469,252	2,572,356
Commuter Rail Service	299,627	248,844	861,294	682,209
Microtransit	34,410	14,121	91,970	33,315
Paratransit	76,051	71,049	207,895	184,188
Rideshare	95,016	59,887	267,463	176,407
<b>UTA</b>	<b>2,867,923</b>	<b>2,707,083</b>	<b>8,353,018</b>	<b>7,461,753</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	8.5%	9.7%	8.6%	8.5%
Light Rail Service	6.7%	7.7%	6.8%	7.6%
Commuter Rail Service	9.9%	9.1%	9.2%	11.4%
Microtransit	5.2%	3.3%	6.1%	1.8%
Paratransit	30.4%	3.4%	12.8%	5.8%
Rideshare	45.6%	77.7%	57.8%	63.2%
<b>UTA</b>	<b>10.6%</b>	<b>9.7%</b>	<b>9.4%</b>	<b>9.2%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$9.81	\$10.51	\$9.32	\$9.77
Light Rail Service	\$10.02	\$7.21	\$9.05	\$7.42
Commuter Rail Service	\$11.77	\$14.96	\$12.66	\$12.60
Microtransit	\$24.13	\$35.66	\$18.02	\$42.06
Paratransit	\$23.73	\$34.12	\$28.43	\$34.05
Rideshare	\$4.23	\$2.03	\$2.69	\$2.58
<b>UTA</b>	<b>\$10.43</b>	<b>\$10.33</b>	<b>\$9.95</b>	<b>\$9.79</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of March 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	73,495,239	45,737,249	\$ 27,757,990	-	-	-
3 Warranty Recovery	1,907,725	1,907,725	-	-	-	-
4 Build America Bond Subsidies	5,288,515	785,525	785,525	\$ 785,525	\$ 2,931,940	-
5 Product Sales and Development	2,286,207	952,404	1,046,707	15,720	17,490.00	\$ 253,886
6 Pass Sales	(30,909)	165,924	(11,197)	49,158	-	(234,794)
7 Property Management	166,035	35,913	(630)	15,892	68,369	46,491
8 Vanpool/Rideshare	93,276	48,999	24,982	2,010	6,942	10,343
9 Salt Lake City Agreement	567,405	567,405	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	5,022,702	-	5,022,702	-	-	-
12 Other	4,281,304	4,281,304	-	-	-	-
13 <b>Total</b>	<b>\$ 96,950,253</b>	<b>\$ 58,355,202</b>	<b>\$ 34,626,079</b>	<b>\$ 868,305</b>	<b>\$ 3,024,741</b>	<b>\$ 75,926</b>

**Percentage Due by Aging**

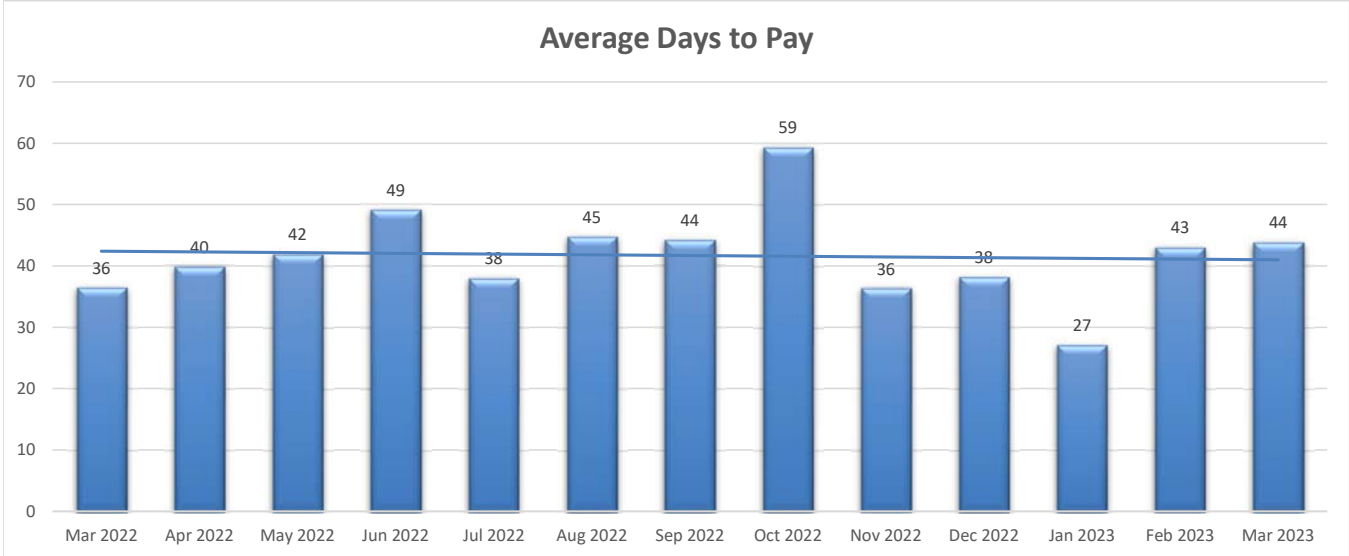
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	62.2%	37.8%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	14.9%	14.9%	14.9%	55.4%	0.0%
18 Product Sales and Development	41.7%	45.8%	0.7%	0.8%	11.1%
19 Pass Sales	-536.8%	36.2%	-159.0%	0.0%	759.6%
20 Property Management	21.6%	-0.4%	9.6%	41.2%	28.0%
21 Vanpool/Rideshare	52.5%	26.8%	2.2%	7.4%	11.1%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	0.0%	100.0%	0.0%	0.0%	0.0%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 <b>Total</b>	<b>60.2%</b>	<b>35.7%</b>	<b>0.9%</b>	<b>3.1%</b>	<b>0.1%</b>

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM MARCH 1, 2023 THROUGH MARCH 31, 2023  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
21-03415JH AC INVERTERS	8/12/2021	KIEPE ELECTRIC LLC	373411	3/1/2023	506,750.00
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	894098	3/1/2023	452,108.57
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894099	3/1/2023	534,254.60
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	894100	3/1/2023	2,765,204.14
17-2455JH LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC.	894191	3/8/2023	392,183.00
A02767 MEDICAID SEED MONEY TO STATE	7/10/2019	DEPT OF HEALTH AND HUMAN SERVICES	894192	3/8/2023	490,338.28
20-3382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	894193	3/8/2023	560,242.04
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894194	3/8/2023	582,396.08
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/9/2023	319,038.69
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/9/2023	319,038.69
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/9/2023	971,702.20
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/9/2023	971,702.20
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	894266	3/15/2023	278,471.78
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894267	3/15/2023	319,092.67
18-25920AB SPOT-PRICE NATURAL GAS	5/9/2018	SUMMIT ENERGY LLC	894268	3/15/2023	738,113.37
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	894269	3/15/2023	1,456,600.83
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	3/16/2023	218,555.25
21-3531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	3/16/2023	815,159.80
18-25920AB SPOT-PRICE NATURAL GAS	5/9/2018	SUMMIT ENERGY LLC	894296	3/22/2023	421,640.82
18-2789TP ONSITE WELLNESS CLINIC	10/25/2018	CAREATC INC.	894356	3/22/2023	369,498.11
19-03043BM SALT LAKE COUNTY MICROTANSIT	7/2/2019	VIA TRANSPORTATION INC	894357	3/22/2023	505,173.19
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894358	3/22/2023	531,354.92
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	3/23/2023	324,592.85
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	3/23/2023	1,042,417.40
R2022-04-01		ROCKY MOUNTAIN POWER	374004	3/29/2023	491,712.04
20-03255 LIGHT RAIL COMMUNICATION UPGRADE	12/17/2020	WOOJIN IS AMERICA INC	894448	3/29/2023	210,854.90
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	894449	3/29/2023	226,967.51
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC.	894450	3/29/2023	273,868.43
22-03546VW APPRENTICESHIP TRAINING CURRICULUM	5/14/2022	XPAN INTERACTIVE USA INC.	894451	3/29/2023	551,980.86
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	894452	3/29/2023	747,113.54
R2022-04-02		SIEMENS MOBILITY INC.	894453	3/29/2023	858,674.70
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	894454	3/29/2023	1,816,948.10





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/24/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Tracy Young, Grants Director  
Gregg Larsen, Manager of Grant Services

**TITLE:**

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**Discretionary Grants Report**

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**AGENDA ITEM TYPE:**  
Discussion

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**RECOMMENDATION:**  
Information for discussion

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**BACKGROUND:**  
Since the January 2023 Board Presentation, two grants have been selected for award and 14 are in the approval and selection process.

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**DISCUSSION:**  
Tracy Young, UTA Grants Director, and Gregg Larsen, UTA Manager of Grant Services, will give an update on grants selected for award and grant submittals awaiting selection since January 2023.

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**ALTERNATIVES:**  
N/A

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**FISCAL IMPACT:**  
Local match for the awarded and requested grants will come from existing approved UTA capital project or operating budgets and project partner funds.

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**ATTACHMENTS:**

N/A



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 5/24/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russ Fox, Planning Director  
Megan Waters, Director of Community Engagement  
Alex Beim, Manager of Long Range and Strategic Planning

**TITLE:**

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**R2023-05-02 - Resolution Approving the Title VI Service Equity Analysis for August 2023 Change Day**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Title VI Equity Analysis

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**BACKGROUND:**

UTA has proposed five major changes for August Change Day 2023. Major changes, as defined by the authority, require an equity analysis be performed.

The analysis was performed in accordance with the Federal Transit Administration's (FTA) Circular 4702.1B, which outlines the Title VI requirements and guidelines for recipients of FTA funds. Title VI equity analyses are conducted to examine whether proposed changes to service negatively impact minority or low-income populations in a disproportionate way. The circular also requires any equity analysis be approved by UTA's governing entity.

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**DISCUSSION:**

The conclusion of the analysis showed a potential for three Title VI findings. However, all potential findings have substantial legitimate justification to proceed. Major changes are either mitigated by other service or are justified to proceed due to additional benefits of new service.

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**ALTERNATIVES:**

Any alternatives would delay the proposed changes and require another review of Title VI requirements.

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**FISCAL IMPACT:**

The proposed service changes are accounted for in the 2023 Operating Budget and are included in UTA's long-range financial plan.

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**ATTACHMENTS:**

- R2023-05-02 - Resolution Approving the Title VI Service Equity Analysis for August 2023 Change Day
- Exhibit A - August 2023 Service Equity Analysis (as an exhibit to the resolution)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE TITLE VI SERVICE EQUITY  
ANALYSIS FOR AUGUST 2023 CHANGE DAY**

R2023-05-02

May 24, 2023

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

WHEREAS, the Board of Trustees of the Authority (the “Board”), in keeping with the Federal Transit Administration’s requirements for public transit agencies and the Civil Rights Act of 1964 has considered and reviewed the Service Equity Analysis of the August 2023 Change Day (“Title VI Equity Analysis”) prepared by Authority staff; and

WHEREAS, the Board has desires to approve the Title VI Service Equity Analysis.

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

1. That the Title VI Service Equity Analysis prepared by Authority staff, a copy of which is attached hereto as Exhibit A, is hereby approved by the Authority.
2. That the Board hereby ratifies any and all actions taken by the Authority’s Executive Director, staff, and counsel in furtherance of and effectuating the intent of this Resolution.
3. That a copy of this Resolution shall be submitted to the Federal Transit Administration.
4. That the corporate seal be attached hereto.

Approved and adopted this 24<sup>th</sup> day of May 2023.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
CA25CE8F60E344B...  
\_\_\_\_\_  
Legal Counsel

Exhibit A

AUGUST 2023 TITLE VI SERVICE EQUITY ANALYSIS



# Title VI Service Equity Analysis

August 2023 Change Day

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## Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The Utah Transit Authority has committed to the Federal Transit Administration's (FTA) Title VI objectives set forth in Circular 4702.1B by ensuring that UTA's services are equitably offered, and resources distributed without regard to race, color, or national origin.

The following analysis is of proposed changes to be implemented in August of 2023. These changes are being proposed to protect public funds and improve functionality of the system. Though the proposed changes are facially neutral, this analysis, in accordance with FTA requirements, will ensure that these changes will not have disproportionately negative impact on minority and low-income populations within UTA's service area. If these changes are found to be potentially discriminatory, UTA will take all prescribed and prudent steps to ensure services are equitable and compliant with federal guidelines and requirements.

## Summary of Proposed Changes

UTA has analyzed the potential impact of major service changes on low-income and minority populations. The proposed service changes were analyzed based on stops and stations serviced by the impacted route based on a one-quarter mile radius for bus and a half-mile radius for bus rapid transit (BRT) and rail station. For August Change Day 2023, UTA will be changing and replacing existing services, along with implementing new routes to improve local and regional connections. Several routes, which were temporarily suspended in December 2022, are unable to be restored to their previous service levels in August 2023 due to insufficient labor resources, but UTA will prioritize restoration in the future Change Days.

Area	Route Number	Change Type	Route Minority	Route Low-Income	Minority Difference	Low Income Difference
Salt Lake	1	Alignment Change	Route alignment change is below threshold to be considered a major service change			
Salt Lake	9	Alignment Change	Route alignment change is below threshold to be considered a major service change			
Salt Lake	F202	Alignment Change	40.0%	19.8%	15.6%	5.1%
Salt Lake	F570	Alignment Change	Route alignment change is below threshold to be considered a major service change			
Salt Lake & Summit	901	Discontinued	Not evaluated because route operates outside of UTA taxing district as a contracted service			
Salt Lake & Summit	902	Discontinued	Not evaluated because route operates outside of UTA taxing district as a contracted service			

<b>Davis &amp; Weber</b>	602	Service Reduction	25.5%	17.3%	1.1%	2.6%
<b>Davis &amp; Weber</b>	603	Discontinued	34.9%	32.9%	10.5%	18.2%
<b>Davis &amp; Weber</b>	603X (OGX)	New Service	36.6%	34.1%	12.2%	19.4%
<b>Davis &amp; Weber</b>	650	Discontinued	24.8%	19.4%	0.4%	4.7%
<b>Rail</b>	TRAX & S-Line	Service Increase	Change is below threshold to be considered a major service change			
<b>Rail</b>	FrontRunner	Service Increase	Change is below threshold to be considered a major service change			
<b>Salt Lake</b>	39	Service Increase	Contingency route was not implemented due to labor shortages			
<b>Salt Lake</b>	201	Service Increase	Contingency route was not implemented due to labor shortages			
<b>Salt Lake</b>	218	Service Increase	Contingency route was not implemented due to labor shortages			

Table 1: Summary of August 2023 Proposed Changes

## Summary of Findings

UTA's current labor shortages are significantly impacting the proposed service changes and route restorations outlined in the 5-Year Service Plan. Thus, due to insufficient labor resources, UTA is unable to implement the proposed contingent service changes. For all other proposed changes, only a few routes have the potential for Title VI findings. In most instances there were minimal impacts on protected Title VI populations in the proposed alignment changes, or there was an introduction of a new BRT route that negated the findings which results in a positive net gain in access and trips for the population being served. As hiring levels improve, staff recommends we reassess solutions with priority on route 39.

## UTA Policy and Definitions

UTA has developed corporate policy 1.1.28 Title VI Compliance Policy to define and evaluate the impacts of proposed major services changes on minority and low-income populations in conjunction with a public outreach process. In developing this policy, UTA solicited feedback through publications within the service area, published on UTA's website (rideuta.com), and Utah's government website in the public notices section (Utah.gov) which provides translation options. In conjunction with the Salt Lake County Office of Diversity Affairs, which maintains an email list of local entities and individuals with interest in diversity issues, UTA sent an email notification soliciting feedback in the development of this policy. Additional targeted outreach was done, which included mailing a letter and the policy or sending emails to community organizations that work with minority or low-income populations.

The following references to policy are from subsections of UTA corporate policy 1.1.28 and were created to ensure that all equity analyses are performed using the same parameters and are in line with FTA Circular 4702.1B.

### Definitions

- A. *"Disparate Impact"* refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
- B. *"Disproportionate Burden"* refers to a neutral policy or practice that disproportionately affects the low-income population more than non-low-income populations.
- C. *"Flex Route"* refers to a route that, upon request, can deviate from its fixed route to provide a curbside pick-up or drop-off of up to  $\frac{3}{4}$  of a mile around the fixed route. Deviations from the fixed route cost an additional \$1.25.
- D. *"Low-income Population"* refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/ transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.
- E. *"Minority Person"* include the following:
  1. American Indian or Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
  2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia,

China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
  4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
  5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- F. *"Minority Population"* means any readily identifiable group of minority persons who live in geographic proximity.
- G. *"National Origin"* means the particular nation in which a person was born, or where the person's parents or ancestors were born.
- H. *"Ridership Data"* The ridership data is the information gathered through the onboard survey showing the demographics of the people using a fare type and/or riding on a specific route. This data is used when analyzing proposed changes to fares and commuter routes. See below for the current ridership demographic gathered in 2019.

<i>Low-Income Ridership Average:</i>	
Population:	13,417
Low-Income Population:	4,515
Percent Low-income:	33.7%

<i>Minority Ridership Average:</i>	
Population:	13,378
Minority Population:	3,459
Percent Minority:	25.9%

**Table 2: Low-Income and Minority Population Ridership Averages From 2019 OBS**

- I. *"System Average"* The system average is the averages of minorities and low-income persons within the total populous of the geographic regions UTA serves. The present system averages are expressed below in tabular format using 2017-2021 5-year population estimates provided by the American Community Survey (ACS).

<i>Low-Income System Average:</i>	
Population:	2,538,040
Low-Income Population:	373,168
Percent Low-income:	14.7%

<i>Minority System Average:</i>	
Population:	2,538,040
Minority Population:	618,605
Percent Minority:	24.4%

**Table 3: Low-Income and Minority Population System Averages From 2017-2021 ACS**

## Major Service Change

UTA will consider the following types of changes to be “major changes”, which require public input and a Title VI equity analysis in compliance with FTA’s Circular 4702.1B

- a) The addition of service;
- b) A proposed service level reduction in miles, hours, or trips of thirty three percent (33%) or more of any route;
- c) The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
- d) A proposed twenty-five (25%) or greater change in route alignment;
- e) A proposed fare change.

## Evaluation and Analysis of Service and Fare Changes

1. UTA will analyze proposed major changes to service and any proposed fare changes in accordance with FTA's Circular C 4702.1B as amended.
2. UTA will evaluate the impacts of all major service changes cumulatively when there is more than one route being affected for a service change period
3. UTA will primarily utilize American Community Survey (ACS) Data, block group data and/ or ridership data to evaluate and analyze any proposed major service and fare changes. This data will be analyzed with Remix software.
4. UTA will rely on population data and use the smallest geographic area that reasonably has access to the stop or station effected by the proposed major service change. This will be translated into a one-quarter mile radius to a bus stop, light rail station, or commuter rail station.

## Disparate Impact and Disproportionate Burden

1. UTA will measure the burdens of service and fare changes on minority riders to determine when minority riders are bearing a disparate impact from the change between the existing service or fare and the proposed service or fare.
2. UTA will measure the burdens of service and fare changes on low-income riders to determine when low-income riders are bearing a disproportionate burden of the change between the existing service or fare and the proposed service or fare.
3. A threshold of 5% will be used to determine disparate impact on minority populations and disproportionate burden on low-income populations. This 5% is based on the margin of error from the US Census data that UTA uses to determine the populations in the service area. This means that if the burden of the service or fare change on minority

or low-income populations is more than 5% worse than it is for the non-protected populations, then the change will be considered either a disparate impact or a disproportionate burden.

### Finding a Disparate Impact

1. At the conclusion of UTA's Analysis, if UTA finds a disparate impact on the basis of race, color, or national origin, UTA shall seek to modify the proposed changes in a way that will mitigate the adverse effects that are disproportionately borne by minorities. Modifications made to the proposed changes must be reanalyzed in order to determine whether the modifications actually removed the potential disparate impacts.
2. If UTA chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if UTA finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service or fare change, UTA may implement the change only if:
  - a. UTA has substantial legitimate justification for the proposed change; and
  - b. UTA can show that there are no alternatives that would have a less disparate impact on the minority riders but would still accomplish the transit provider's legitimate program goals. In order to show this, UTA must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

### Finding a Disproportionate Burden

If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected by the service changes.

## August 2023 Changes

### Routes 1 and 9

It is proposed to change alignments for routes 1 and 9 by extending the alignment length to terminate at the new Orange Street bus facility.

**Figure 1: Proposed Extension of Routes 1 and 9 to Orange Street bus Facility**

The alignment changes in mileage for the affected routes is in the following table.

Route	Current Length	Change	Percent Change
1	11.4 miles	0.7 miles added	6.3%
9	10.7 miles	0.87 miles removed; 0.62 miles added	13.9%

**Table 4: Proposed Alignment % Changes for Routes 1 and 9**

### *Conclusion*

Routes do not exceed a 25% change in route alignment which is not considered a major service change.

## Route F570

Route F570 is being proposed to be modified by shifting the east end of line from Midvale Fort Union Station to Midvale Center Station. The F570 currently experiences reliability issues and there are insufficient labor resources to allow for more travel time to be allocated to the route. The inability of the F570 to operate reliably is result of increased congestion in the area between 700 West through the I-15 interchange and to Midvale Fort Union Station. In the proposed change, the F570 would continue to serve Bingham Junction Station and then continue on Bingham Junction Boulevard to Midvale Center Street and end at Midvale Center Station, maintaining a connection with the TRAX Blue line.

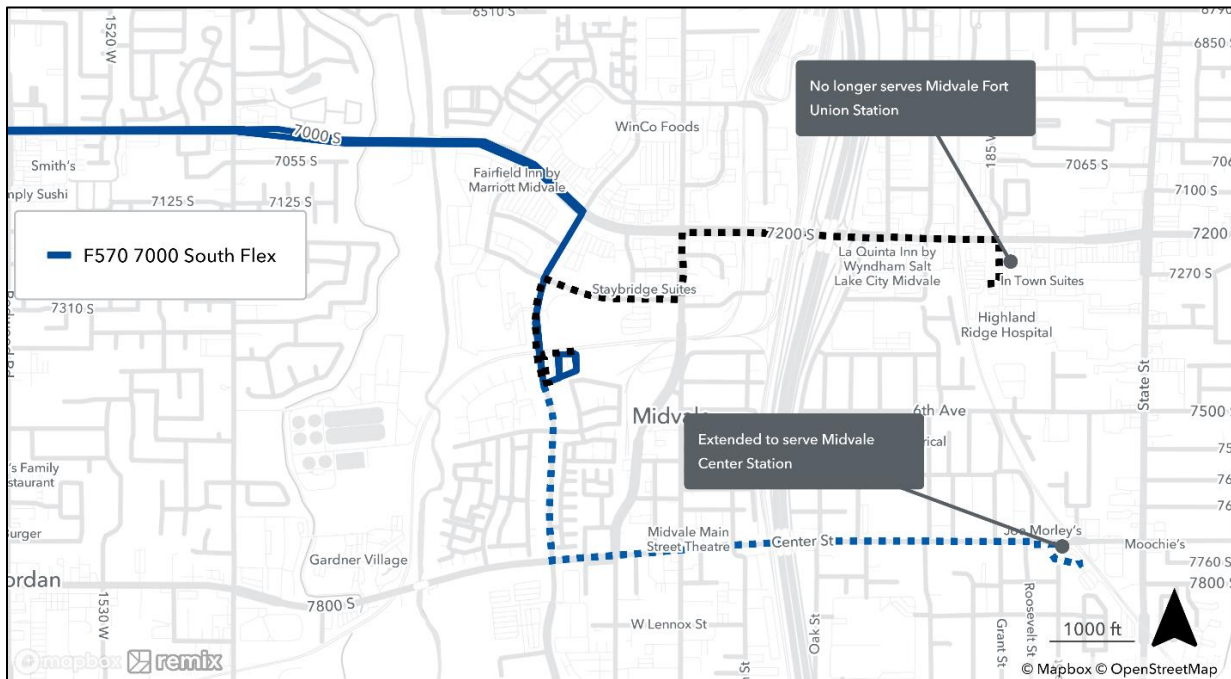


Figure 2: Proposed Change in F570 Routing

The alignment changes in mileage for the affected routes is in the following table.

Route	Current Length	Change	Percent Change
F570	14.07 miles	1.4 miles removed, 1.7 miles added	22.0%

Table 5: Proposed Alignment % Changes for Route F570

### Conclusion

The proposed change to route F570 only impacts 22% of the alignment. This does not exceed a 25% change in route alignment and is not considered a major service change subject to analysis.

## Routes 901 and 902

Routes 901 and 902 are contracted services provided in partnership with High Valley Transit (HVT) and the City of Park City. These routes were implemented to provide connections between the Salt Lake Valley and the Park City area. Route 901 was a seasonal service that was suspended in 2020 and will officially be discontinued. Route 902 will permanently be discontinued.

Starting in August 2023 UTA has proposed to discontinue operation of the service between the Salt Lake Valley and the Park City area. The service and operations have been taken over by HVT providing limited stops in Downtown Salt Lake City and the University of Utah. The HVT service is called Route 107.

### *Conclusion*

Routes 901 and 902 were being operated in Summit County, which is outside the UTA taxing district, as contracted service and is therefore not subject to Title VI analysis. Service will still be available between Downtown Salt Lake City and Park City via High Valley Transit route 107.

## Routes 701, 703, 704, and 720 (TRAX Light Rail and S-Line Streetcar)

Light rail and Streetcar routes reduced service during the pandemic and are currently running 30-minute headways on Saturdays. Headways were 20 minutes on Saturdays prior to the pandemic reduction. This proposed change would increase Saturday service with an additional improvement to 15 minute headways

### *Conclusion*

The change would result in approximately a 16% increase in service hours and miles which is below the 33% change in hours to be considered a major service change subject to analysis.

## Route 750 (FrontRunner Commuter Rail)

Two northbound trips originating in Provo that ended in Salt Lake City will be extended the full length of the route to Ogden. Conversely, two southbound trips originating in Ogden and ending in Salt Lake City will be extended the full length to Provo. Service will increase with the change by 116 minutes per weekday.

### *Conclusion*

The change would result in approximately a 1.4% increase in service hours and miles which is below the 33% change in hours to be considered a major service change subject to analysis.

## Routes 39, 201, and 218

During the August 2023 Change Day public comment period it was proposed that Routes 39, 201, and 218 be restored to the service levels that were provided prior to their temporary suspension as of December 2022 as result of insufficient labor resources to operate the service. The proposal to restore the service in August 2023 is contingent on UTA being able to sufficiently recruit staff to reliably operate the prior levels of service for each of these routes. UTA has determined that not enough staff have been hired to meet the requirements for restoring these routes to their previous levels of service. UTA will continue to prioritize the restoration of previous levels of service on these routes for a future change day.

### *Conclusion*

Service is still temporarily suspended due to insufficient labor shortages and therefore is not subject to analysis. UTA will reevaluate the potential to restore Routes 39, 201, and 218 by spring 2024. Should these service reductions become permanent, they could result in potential findings.

## Routes 602, 603, 603X, 650

UTA will be implementing a new BRT line called OGX (603X) and will be reallocating services from local bus route 603 and currently suspended express shuttle route 650. OGX will be operating the same alignment as route 603, up until University Circle where it will be operating on dedicated right-of-way through the middle of the Weber State University (WSU) Campus. Service along Edvalson Street will not be served by OGX but will continue to be served by route 640. Because of the new dedicated right-of-way on the WSU campus OGX will not serve Harrison Boulevard from 3950 South to 4600 South. However, this segment of Harrison Boulevard will continue to be served by Routes 455, 625, and 645. Route 650, an express shuttle with direct connections from the Ogden Transit Center to WSU was suspended in Spring of 2020 and as of August 2023 will be permanently discontinued.

Route 602, also known as the Wildcat Shuttle, has been providing 10 minute all day shuttle service at WSU. All day service provided by the 602 shuttle will be discontinued and replaced by OGX. Route 602 will continue to run 10-minute service only during peak hours. During peak hours, OGX and 602 will alternate trips on the WSU segment of OGX, providing 5 minute headways during those time periods.

An Environmental Justice Technical Report was completed in 2018 as part of the OGX Environmental Assessment (EA). A copy of the report is available at <https://rideuta.com/ogx> and includes documentation of both project analysis and extensive public outreach during project development. The report, which assumed replacement of route 603 with OGX (The Action Alternative), concluded that the Action Alternative would improve existing transit service and would benefit transit-dependent residents in the area, many of whom are minorities or low-income. The Action Alternative would not cause disproportionately high nor

adverse effects on environmental justice populations. An updated analysis can be found in this document.

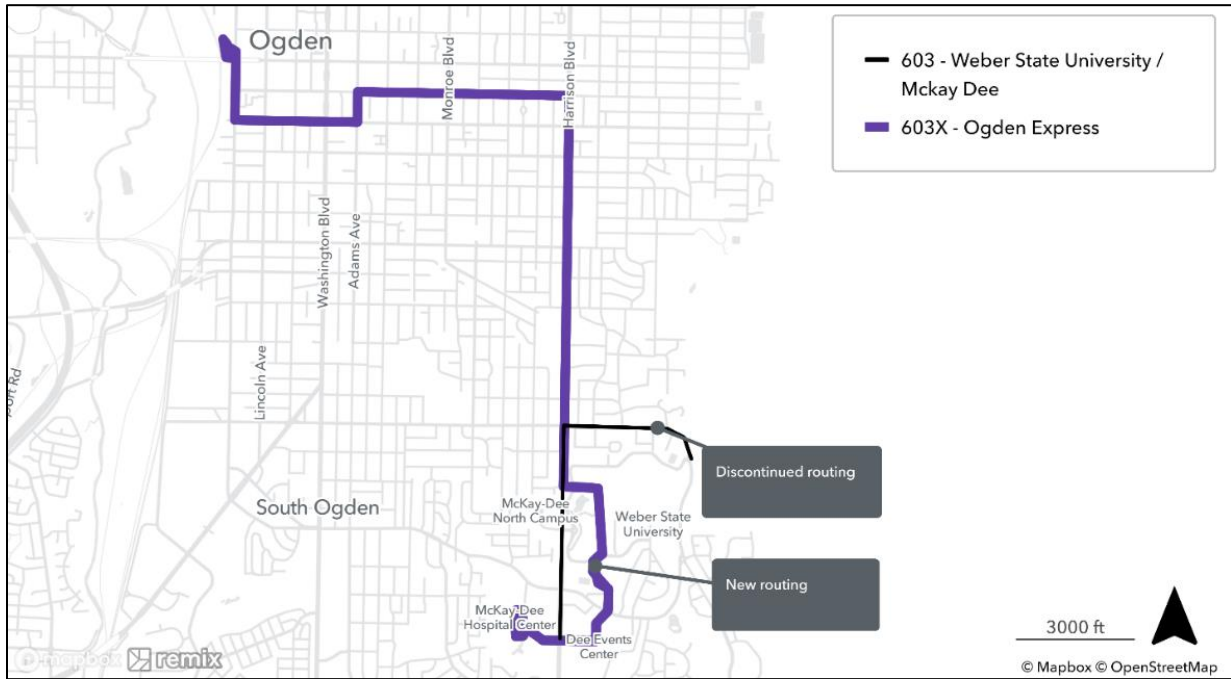


Figure 3: Route 603 Compared to Proposed OGX BRT Routing

## Route F202

To address the loss of connections along Midvale Main Street by the proposed change to route F570, including a homeless resource center just east of main street, route F202 is proposed to be modified to serve this area. The F202 would no longer terminate at Midvale Center Station. It would now continue on Midvale Main Street and 700 West and end at Fashion Place West Station. By doing this, Route F202 would serve areas along 700 West not currently served. The route F202 would also be modified on the south end of the route to terminate at the South Jordan Frontrunner Station instead of at Sandy Civic Center Station. This change would mean that there is a new connection to Frontrunner on the south end of the route, and preserved connections to both the Red and Blue TRAX lines on the north end. UTA could make this change to the F202 without increasing labor resources because there is enough time to allow for the planned route extensions. These proposed changes would create opportunities to expand service coverage to areas not currently served with transit.

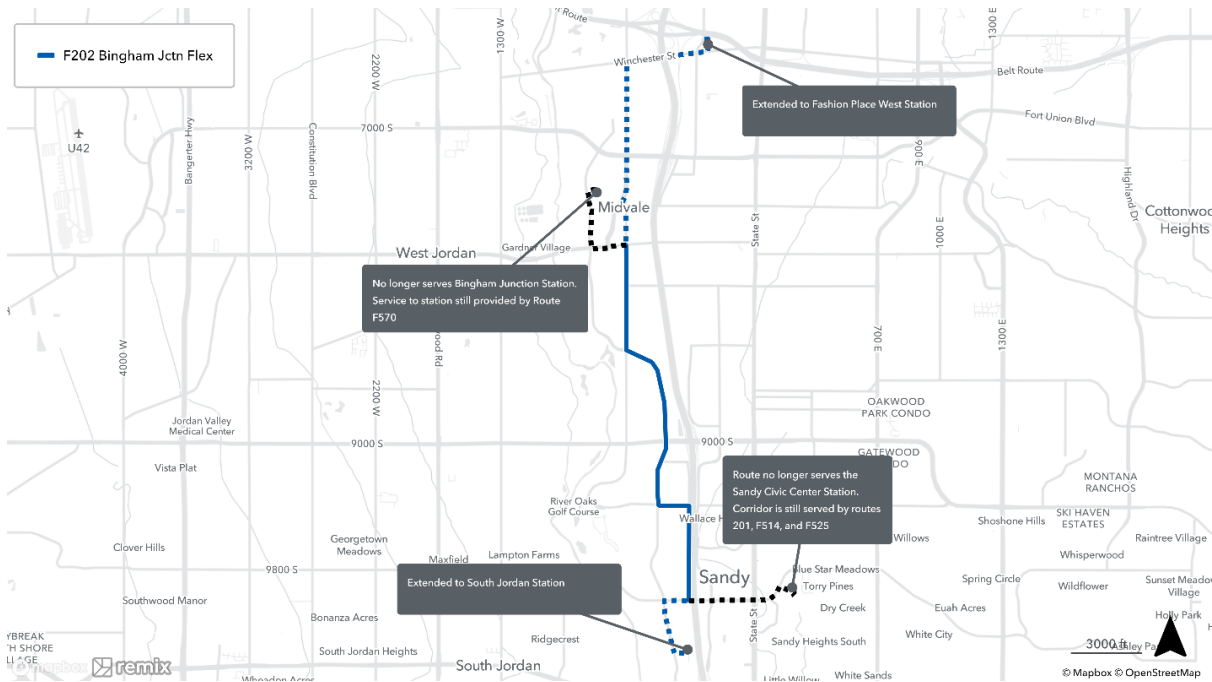


Figure 4: Proposed Change in F202 Routing

## Analysis of August 2023 Major Service Changes

UTA has analyzed the potential impacts of any major service change as it relates to low-income and minority populations and evaluated the potential for adverse impact on these groups. To this end, UTA has created the maps, tables and related data found in this section. The data in this section was compiled utilizing American Community Survey (ACS) 2017-2021 5-year estimates. Proposed service changes were analyzed based on the stops and stations serviced by the impacted route. Some stop locations are approximate and may be in a different location once land is acquired or permissions are granted for land use. All bus stop locations have had a one quarter mile walk radius applied to them. The affected population is estimated using Remix software that estimates populations from the ACS in proportion to the coverage of the quarter mile buffer. These aggregated numbers were compiled as a comparison group to the service area average to determine whether there would be a disparate impact on minority populations and/or a disproportionate burden borne by low-income populations.

### August 2023 Proposed Major Service Changes

Below is a table of the route-level demographics of those impacted by the proposed changes and then the percentage difference of those impacted compared to the system average. Values highlighted in red have been identified as having a potential for route-level disparate impact or disproportionate burden and require further analysis in order to proceed.

Area	Route Number	Change Type	Route Minority	Route Low-Income	Minority Difference	Low Income Difference
Davis & Weber	602	Service Reduction	25.5%	17.3%	1.1%	2.6%
Davis & Weber	603	Discontinued	34.9%	32.9%	10.5%	18.2%
Davis & Weber	650	Discontinued	24.8%	19.4%	0.4%	4.7%
Davis & Weber	603X (OGX)	New Service	36.6%	34.1%	12.2%	19.4%
Salt Lake	F202	Alignment Change	40.0%	19.8%	15.6%	5.1%

Table 6: Proposed August 2023 Major Service Changes

## Routes 603X, 603, 650, 602 Proposed Changes Analysis

Analyses in this section were conducted using a quarter-mile radius for bus (Route 603) and a half-mile radius for BRT (OGX).

Table and Table below show the current alignment’s impacted population, the overall proposed new alignment’s impacted population, and the demographics of the people within the new service area being added to the route. Percentages in parenthesis are the difference in impacted population versus the system average.

### Minority Analysis

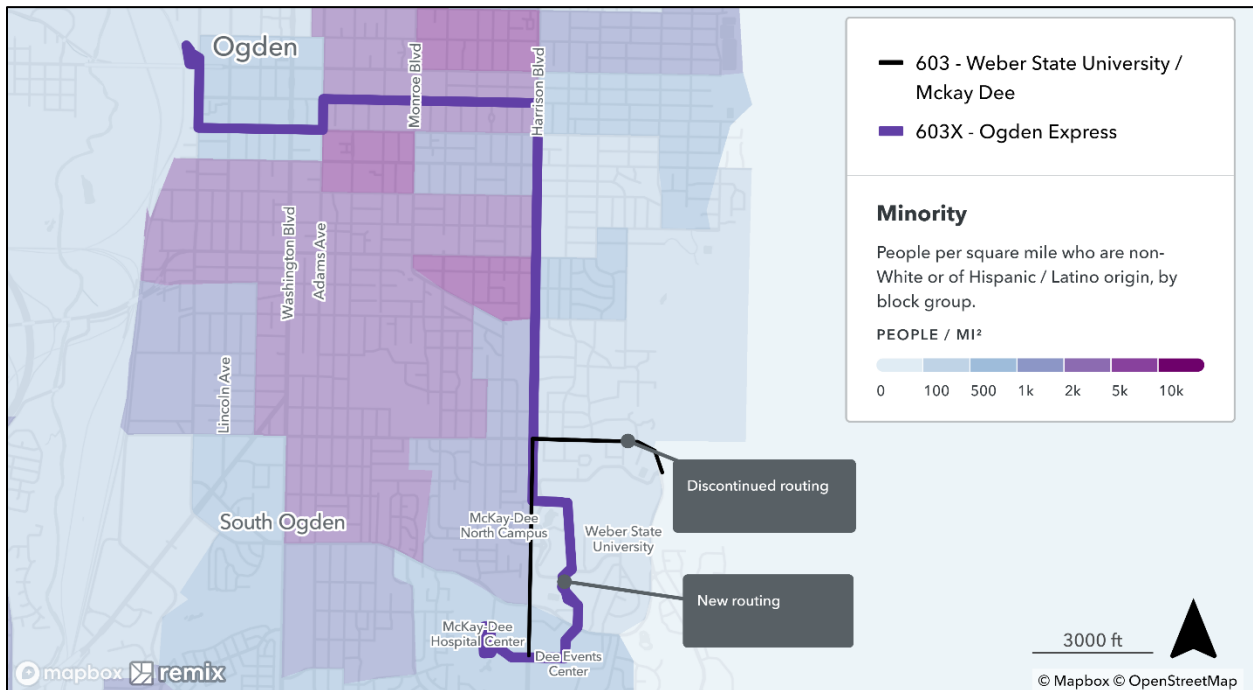


Figure 5: Route 603 Compared to Proposed OGX BRT Routing with Minority Populations

Minority Route 603 – Current	
Total Population:	10,750
Minority Population:	3,753
Percent Minority:	34.8% (10.4%)

Minority Route 603X Proposed	
Total Population:	25,180
Minority Population:	9,127
Percent Minority:	36.2% (11.8%)

Table 7: Route 603 Compared to Proposed OGX BRT Routing with Minority Populations

## Low-Income Analysis

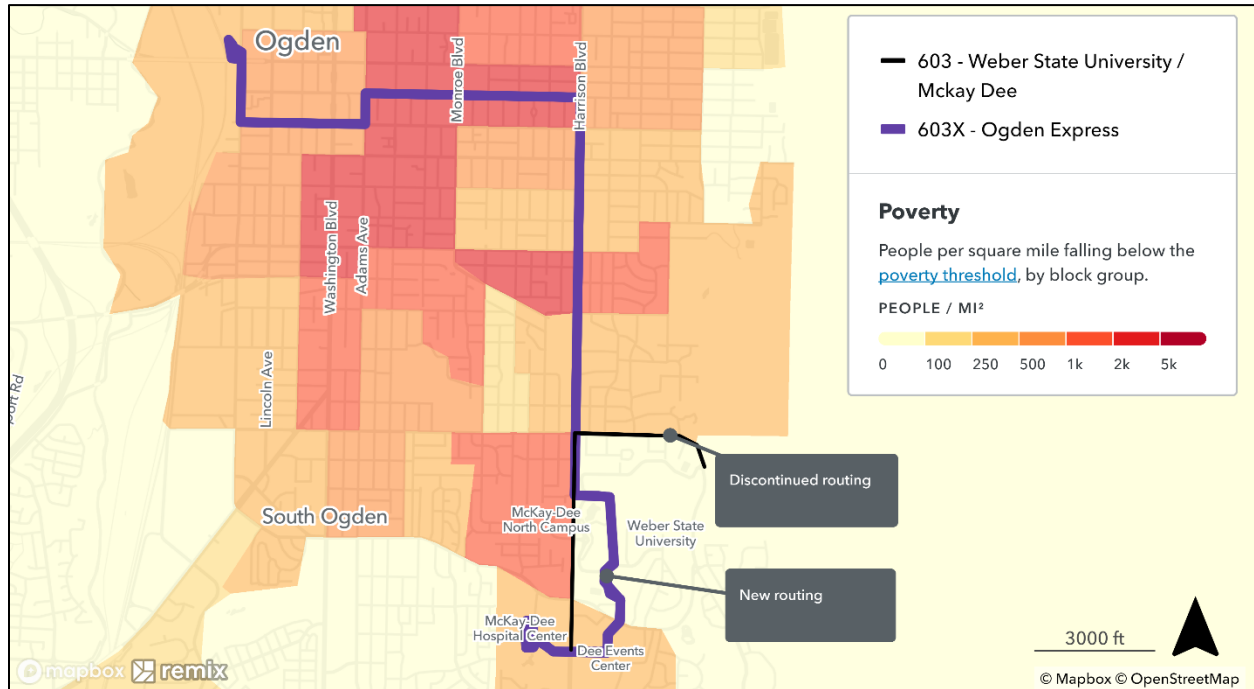


Figure 6: Route 603 Compared to Proposed OGX BRT Routing with Low-Income Populations

Low-income Route 603	
Total Population:	10,750
Low-income Population:	3,531
Percent low-income:	32.6% (17.9%)

Low-Income Route 603X Proposed	
Total Population:	25,180
Low-income Population:	7,840
Percent low-income:	31.8% (17.1%)

Table 8: Route 603 Compared to Proposed OGX BRT Routing with Low-Income Populations

Analysis of impacted populations with changes from the proposed Route 603X and discontinuation of Route 603 are summarized in Table . Results indicate potential for *loss in access* to service for 202 people in areas comprising minority and low-income populations 25.7% and 52.3%, respectively, greater than system averages. However, the changes also estimate a *gain in access* for 14,430 people with minority and low-income populations 12.8% and 15.2%, respectively, greater than system averages. Furthermore, those populations impacted by *loss in access* are in areas with service that can provide connections with 603X.

Stop Access	Population	Minority Population	Minority percent	Low-income Population	Low-income Percent
Route 603 1/4 mile	10,750	3,753	34.8%	3,531	32.6%
Route 603X 1/2 mile	25,180	9,127	36.2%	7,840	31.8%
Losing Service	202	101	50.1%	68	67.0%
Gaining Service	14,430	5,374	37.2%	4,309	29.9%

Table 9: Route 603 Compared to Proposed OGX BRT Routing with Minority and Low-Income Access

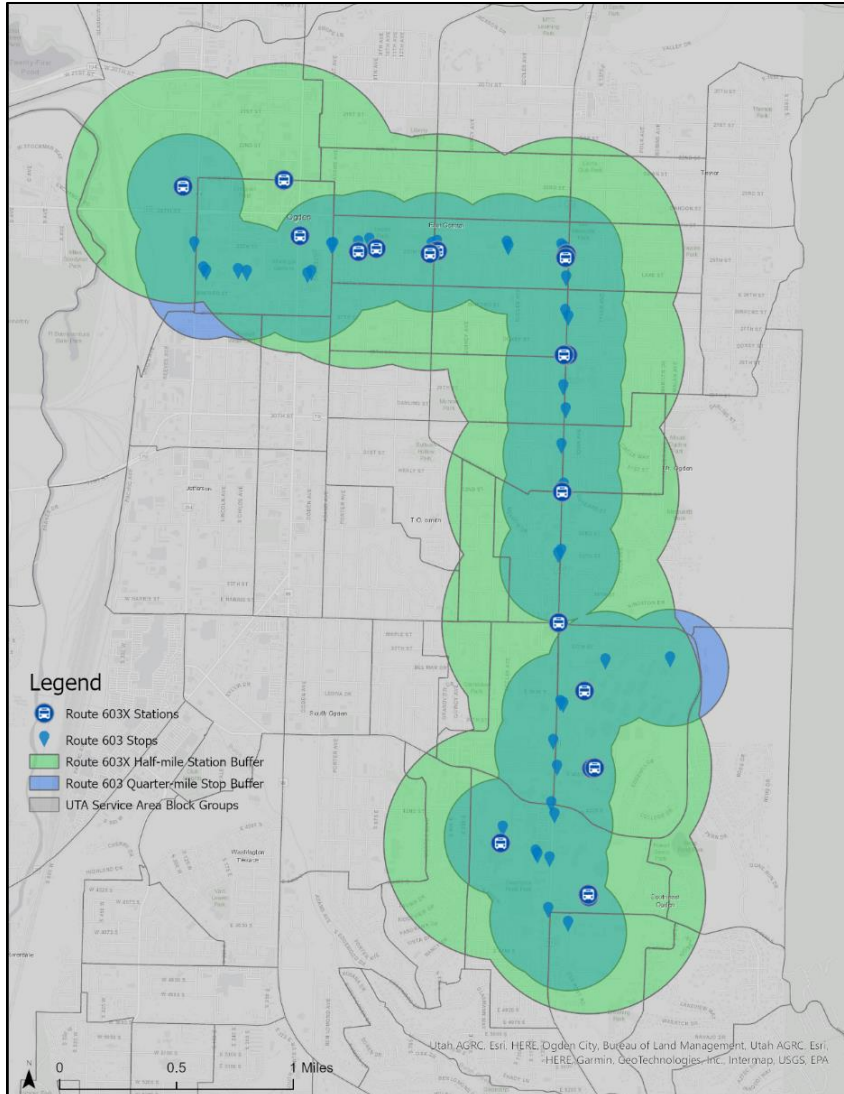


Figure 7: Route 603 Stops with Buffers Compared to Proposed OGX BRT Stops with Buffers

## Service Analysis

The 650 was a peak period weekday shuttle that provided direct service between the Ogden Transit Center and the Weber State University campus. It operated 20 trips when school was in session during fall and winter semesters. The 603 operates 123 weekday trips year-round. The proposed 603X will operate 184 weekday trips year-round for a net increase of 41 trips to the same origins and destinations as the 603 and 650.

The 602 Wildcat Shuttle also only operates when school is in session. The alignment closely mirrors the 603X alignment with only a short walk needed to reach the same destinations. The shuttle will still operate in peak periods to satisfy demand, but the trips will be reduced and will be serviced by the 603X instead.

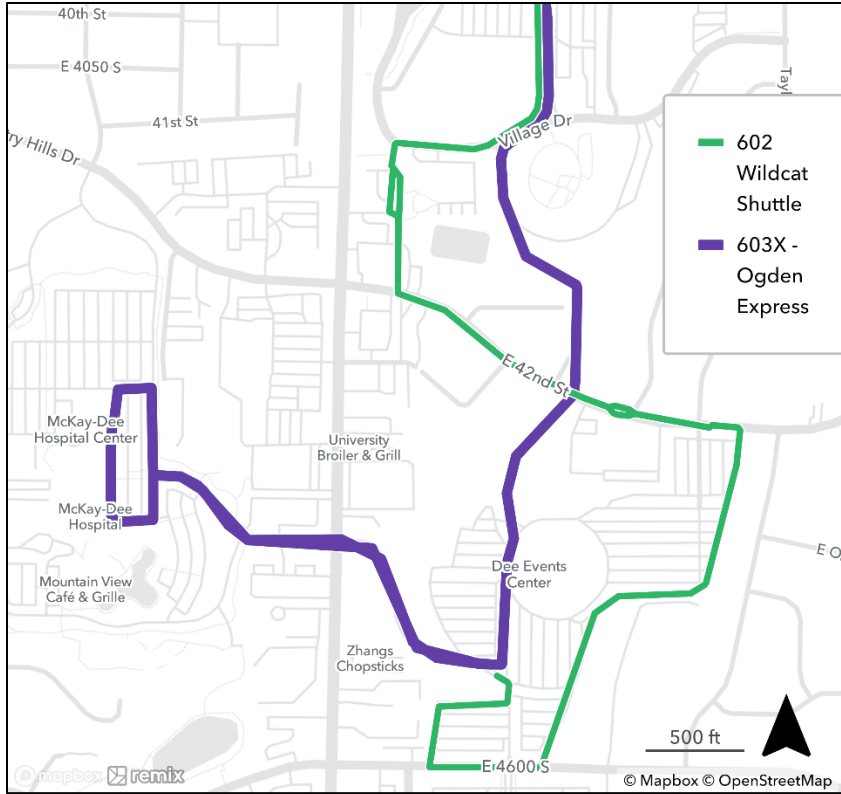


Figure 8: Route 602 Compared to Proposed OGX BRT Routing

Service by 603X will increase on Saturdays and Sundays relative to route 603. The table below shows the total daily trip counts by line.

Service	Line	Daily Trips
Saturday	603 WEBER STATE UNIVERSITY / MCKAY DEE	102
Saturday	603X Ogden Express	122
Sunday	603 WEBER STATE UNIVERSITY / MCKAY DEE	34
Sunday	603X Ogden Express	62

Table 10: Route 603 Compared to Proposed OGX BRT Weekend Trip Counts

Additionally, thirty-seven trips on Sunday that extended the route to the Ogden Clinic will be discontinued. The Ogden clinic is serviced by route 645 on weekdays and Saturdays. The stop had an average Sunday boarding rate of 0.23 daily boardings and 0.69 alightings during the December 2022 change day.

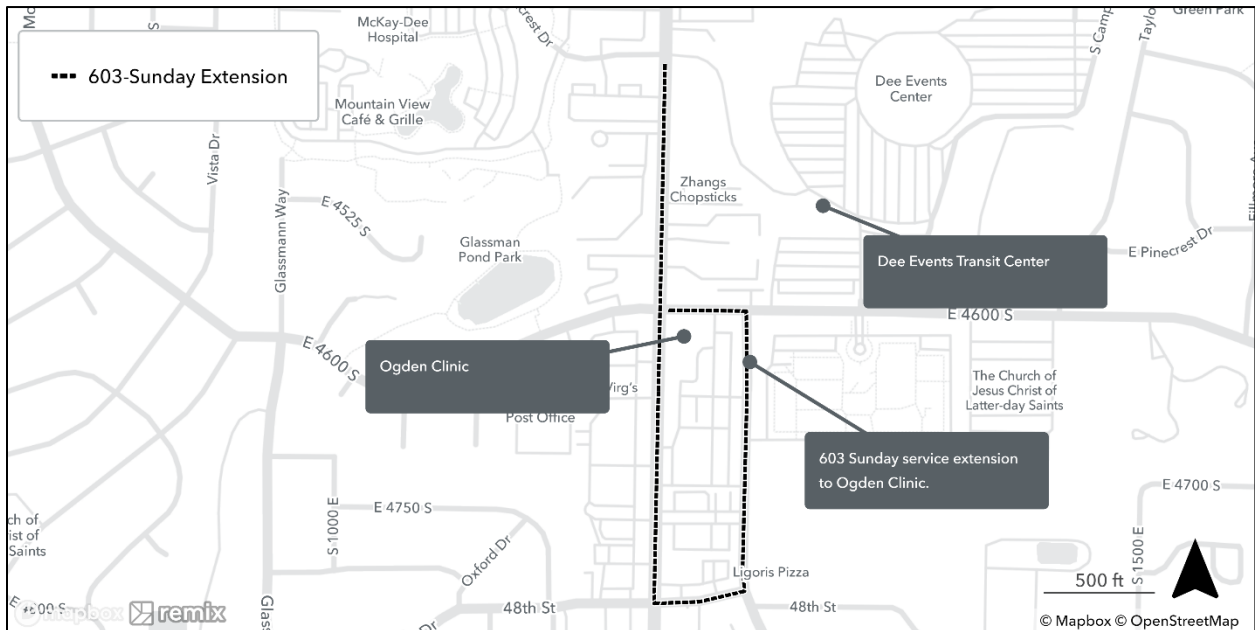


Figure 9: Route 603 Sunday Extension Proposed to be Discontinued

## Conclusion

Analysis presents a potential finding of disparate impact and of disproportionate burden. However, substantial legitimate justification exists to support proceeding with the changes.

The minority population percentage along Route 603X using a half-mile buffer around stations for a bus rapid transit is 36.2% which is 11.8% over the system average. The low-income percentage is 31.8%, 17.1% over system average. There is a net gain in service in trips and service hours, in weekday, Saturday, and Sunday service that will benefit impacted populations. Sunday service to the Ogden clinic averaged less than 1 boarding and alighting per day and was less than a 25% change in routing. Sunday service to the clinic is still available with a less than one quarter mile walk from the Dee Events Transit Center.

Although there are minority and low-income populations that will see a decrease in service there is substantial legitimate justification to support the changes including the following:

- The bus stops that would be removed are serviced by other routes that would provide connections to and from the proposed BRT line.
- The addition of service to the north provides greater connectivity to employment opportunities and recreational activities than does the existing route 603, and this service to the north might be of greater use and service to the community.
- UTA might propose additional changes to parallel and connecting service that would make up for any service gaps.

- The improvement of service and increased headways (10- to 15-minute headways) would create a better transit environment.
- The BRT's half-mile walk radius (a result of increased amenities and service) would increase the total population that has access to the proposed BRT line by nearly 9,900 people compared to those who currently have access to route 603 service. The added population has a high percentage of low-income and minority populations.

## Route F202 Proposed Changes Analysis

Table and Table below show the current alignment’s impacted population, the overall proposed new alignment’s impacted population, and the demographics of the people within the new service area that are being added to the new routing. Percentages in parenthesis are the difference in impacted population versus the system average.

### Minority Analysis

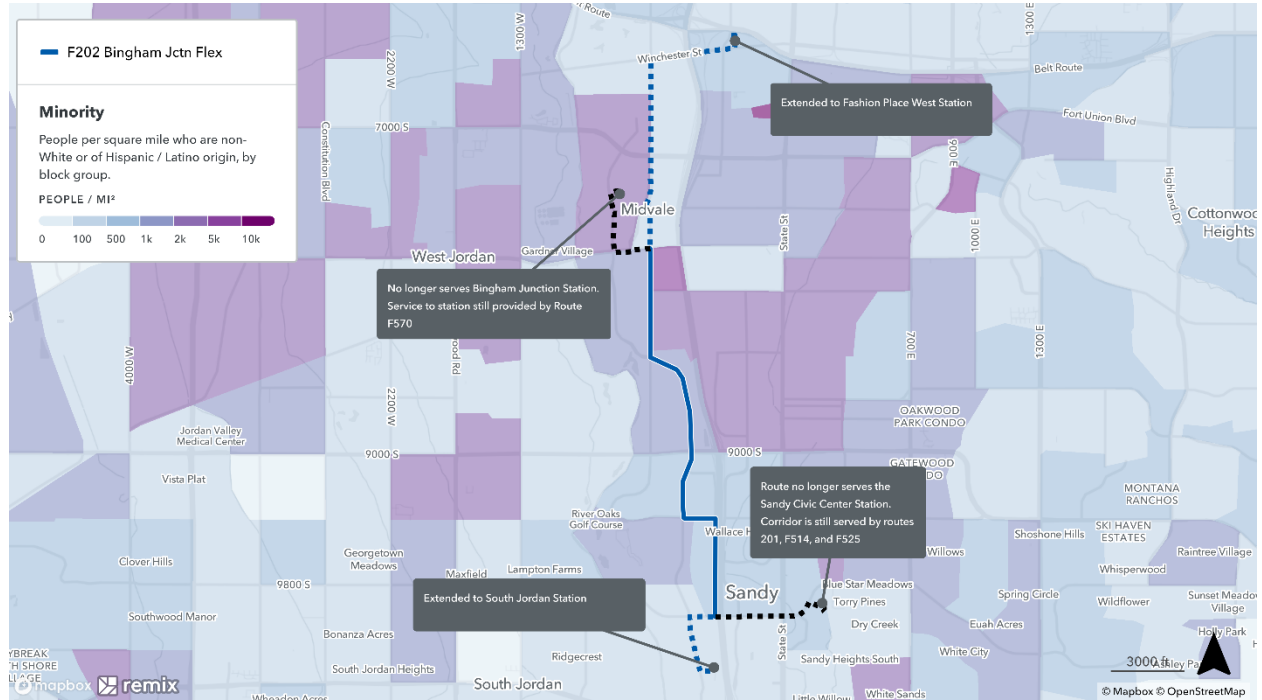


Figure 10: Proposed Alignment Changes to Route F202 with Minority Populations

Minority Route F202 – Current		Minority Route F202 Proposed	
Total Population:	9,049	Total Population:	8,908
Minority Population:	3,685	Minority Population:	3,563
Percent Minority:	40.7% (16.3%)	Percent Minority:	40.0% (15.6%)

Table 11: Proposed Alignment Changes to Route F202 with Minority Populations

## Low-Income Analysis

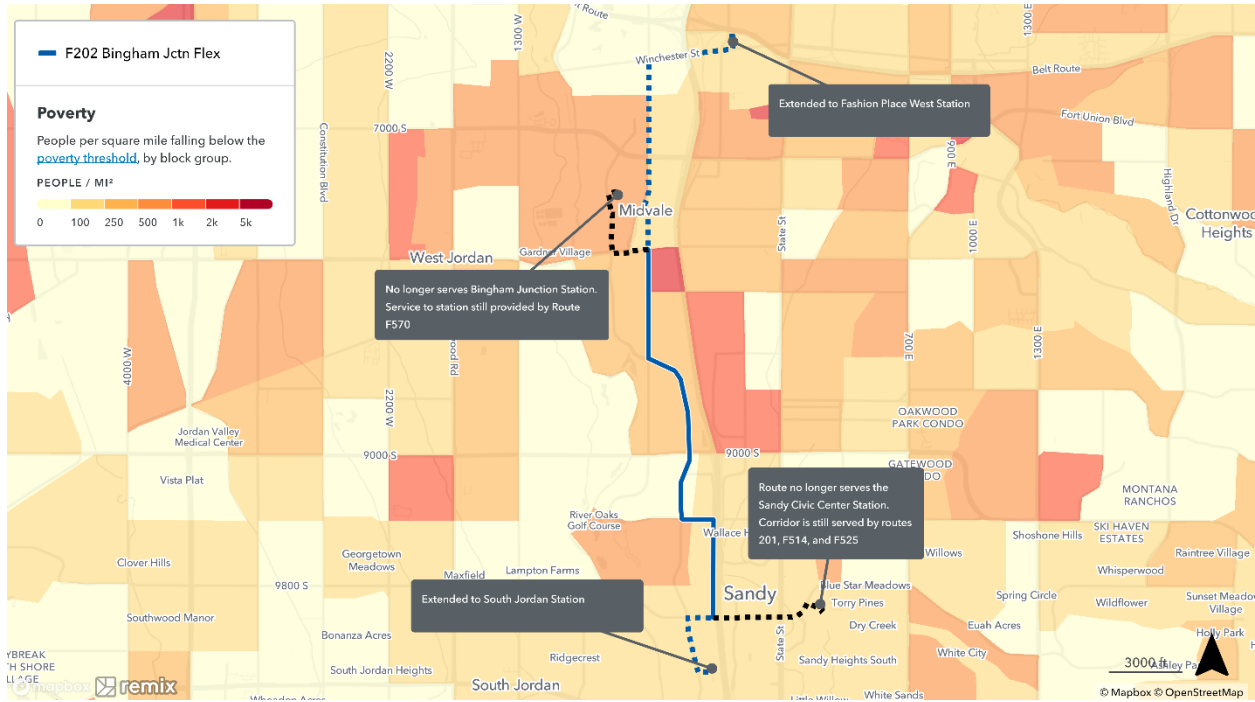


Figure 11: Proposed Alignment Changes to Route F202 with Low-Income Populations

Low-income Route F202		Low-Income Route F202 Proposed	
Total Population:	9,049	Total Population:	8,908
Low-income Population:	1,826	Low-income Population:	1,763
Percent low-income:	20.2% (5.5%)	Percent low-income:	19.8% (5.1%)

Table 12: Proposed Alignment Changes to Route F202 with Low-Income Populations

Analysis of impacted populations from the proposed changes to Route F202 are summarized in Table . Analysis of changes from the proposed changes to Route F202 indicates potential for *loss in access* to service for 2,324 people in areas comprising minority and low-income populations, 31.8% and 17.8%, respectively with the minority being more than 5% over system average, but the low-income less than 5% over system average. The changes also estimate a *gain in access* for 2,510 people with minority and low-income populations 30.9% and 21.1%, respectively, both more than 5% greater than system averages. Additionally, the corridors and stops that will be no longer served by the F202 will still be served by routes F570, 201, F514, and F525.

Stop Access	Population	Minority Population	Minority Percent	Low-income Population	Low-income Percent
F202 1/4 mile	9,262	3,774	40.7%	1,872	20.2%
F202 Proposed 1/4 mile	9,261	3,682	39.8%	1,828	19.7%
F202 Losing Service	2,324	738	31.8%	414	17.8%
F202 Gaining Service	2,510	776	30.9%	529	21.1%

Table 13: Proposed Alignment Changes to Route F202 with Minority and Low-Income Access

## Conclusion

Analysis presents a potential finding of disparate impact among populations with *loss in access* from the proposed change. However, UTA has determined that this finding is mitigated by other service in the impacted area.

The changes would remove service from a small stretch while adding service to additional areas with minimal change in the relative percentages of the populations served by the route F202. Overall, the combined populations served increased from 8,993 to 9,593 for minority and from 4,142 to 4,535 for low-income persons and no persons lost access to the UTA system.

## System-Wide Impacts

When analyzing proposed changes UTA monitors the overall impact that the changes have on the system as a whole. To accomplish this, UTA reviewed the pre and post change demographics of those that are within a quarter-mile of UTA transit service. This method comprehensively assesses the service changes in a way and ensures that UTA is making changes that are not intentionally making the system inequitable. Table below takes this into account by reviewing the systemwide impacts of August 2023 Change Day proposed changes.

	Population (within ¼ mile)	Minority	Low-Income	Percent Minority	Percent Low-Income
<b>Pre-August 23</b>	1,022,675	317,844	206,768	31.1%	20.2%
<b>Post-August 23</b>	1,023,191	318,044	206,935	31.1%	20.2%

Table 14. System-wide impacts comparison

## Appendix A – August 2023 Change Day – Public Involvement Report

Updated 05.03.23.

### Introduction

The Utah Transit Authority (UTA) proposed 10 major changes to the transit service for implementation on August 2023 Change Day (August 20). The change affects Routes F202, F570, 901, 902, 602, OGX, 650, TRAX & S-Line, and FrontRunner. Three routes were also included as contingency proposed changes: 39, 201, and 218.

The agency held a 30-day public comment period from March 22 through April 21 with multiple opportunities for the public to engage in the input process, including a virtual public meeting on April 6. This report details public involvement and feedback on the proposed changes.

***\*You can find the proposed changes in detail including maps in Appendix 1***

### Part 1: Public Engagement Efforts

#### Engagement Overview

Component	Dates	Additional Detail
Public Notice	March 22	A public notice was published across major news publications in areas with the proposed major change and on the Utah Public Notice Website.
Public comment period	March 22-April 21	30-day period was required. Public notice was published. Comment was accepted via email, online form, mail, and phone.
Public meeting (Virtual)	April 6	15 days after public comment period announced, this public hearing was held virtually over Zoom. UTA staff presented information about proposed changes and answered questions. Registered participants were invited to provide public comment during the meeting. A recording was made available following the event.
Virtual engagement	March 22- April 21	Available throughout the comment period online, included virtually accessible information and feedback opportunities through the website at <a href="https://rideuta.com/ChangeDay">rideuta.com/ChangeDay</a> .

Information on proposed changes was shared widely via newspapers of general circulation in the service area, UTA's website, and UTA's social media platforms, including Instagram, Facebook, and Twitter communication channels.

#### Public Hearing Notice

A detailed public hearing notice was distributed via newspapers of general circulation for publication on March 22, including The Park Record, Standard Examiner, and the Salt Lake Tribune. The public notice was also shared via the Utah Public Notice Website.

## Virtual Public Hearing

The virtual public hearing was held on Wednesday, April 6 at 6pm. The event was held over Zoom webinars. Thirty-four individuals registered for the event and 17 attended the live event. A recording of the virtual public hearing was also available for viewing following the events on the UTA Facebook and YouTube channel. Engagement with the event on Facebook and YouTube is detailed below:

### Facebook:

- 312 Views
- 5 Likes
- 7 Comments
- Link to the event on Facebook:  
<https://www.facebook.com/RideUTA/videos/521225613527436/>

### YouTube:

- 101 Views
- 6 Likes
- 0 Comments
- Link to the event on YouTube:  
<https://www.youtube.com/watch?v=In6uquHLb4g>

## Virtual Engagement

Detailed information was shared via UTA's website, along with a comment form. A carousel on the main page directed the public to detailed information on the proposed changes at [rideuta.com/ChangeDay](http://rideuta.com/ChangeDay). The public hearing information was also included on the public hearings page of the UTA website.

Information was also shared on UTA's social media channels to alert followers of the proposed changes and opportunities to provide feedback.

*\*You can find the social media posts engagement in Appendix 2*

## Part 2: Public Comment Analysis

### Engagement by the Numbers

Mode	Comments (#)
Email	10
Mail	0
Customer Service	2
Survey	140
Virtual Public Hearing	*1
<b>Total</b>	<b>152</b>

*\*The comment shared during the virtual public hearing was also shared via email, so it will only be counted once.*

### Public Comment Overview

Comments received during the 30-day comment period expressed support for the addition of service frequency to the TRAX Saturday schedule. There were also several comments referring to increasing frequency and span of service on multiple routes, as well as facilitating better transit connections.

*\*A complete list of public comments can be found in Appendix 3*

## Comment Themes

Routes Referenced	Comment Theme
<b>F202</b>	<i>Frequency, Span of Service</i>
<b>39</b>	<i>Frequency, Span of Service</i>
<b>902</b>	<i>Span of Service</i>
<b>218</b>	<i>Frequency</i>
<b>201</b>	<i>Frequency</i>
<b>603</b>	<i>Span of Service</i>
<b>FrontRunner</b>	<i>Frequency, Span of Service, Connections</i>
<b>TRAX</b>	<i>Frequency</i>

### Definitions:

*Frequency: how often the service runs (i.e., the bus comes every 15 minutes or every 30 minutes)*

*Span of Service: how early and late the service runs, days of the week service operates*

*Connections: how well the service connects to other service, such as FrontRunner connecting to bus routes*

The summary above provides an overview of the main routes referenced and topics expressed in the comments. Each comment was individually coded for themes. More than half of the comments referred to other routes (not those with proposed major changes) and included requests for service to be restored or changed (increased frequency, increased span of service, etc.) on specific bus routes, TRAX, and FrontRunner.

## Summary of Findings

Through the public engagement process, 152 official public comments were received.

- The proposed change to TRAX service increases on Saturdays drew supportive comments from the public. The proposed change to FrontRunner for a schedule adjustment to improve reliability, increase turnaround time was also shown to be a high priority subject for a lot of the comments.
- Comments also referred to other routes beyond those with proposed major changes for August Change Day 2023, largely to request service restoration, increased frequency, and improved span of service. Other routes mentioned include: 2A, 35, 47, 107, 205, 209, 213, 451, 472, 551, 625, 626, 630, 674, 806, 807, 830X, 833, 862, 871, 953, 972, 994, F453, and F638. Comments that are not in the scope for the August 2023 Change Day plans are saved, categorized, and considered during future planning efforts, including the UTA Five-Year Service Plan which is updated on a two-year cycle.

## Part 3: Proposed Changes Outcome

### Proposed changes

UTA will be implementing the changes as proposed for the following routes: F202, F570, 901, 902, 602, 603, OGX, 650, TRAX & S-Line, FrontRunner.

#### ***\*You can find the proposed changes including maps in Appendix 1***

- Route F202 will move from Sandy Civic Center Station to South Jordan Station. The route will also move from Bingham Junction Blvd. to 700 W between Center St. (7800 South) and Winchester St., then extend to Fashion

Place West Station via Winchester. From 300 West/10000 South, route moved to travel west to Jordan Gateway, south to South Jordan Station.

- Route F570 will be moved from Midvale Ft. Union Station to Midvale Center Station. From Bingham Junction Station, route will extend to Midvale Center Station via Bingham Junction Blvd., Center St. (7800 South).
- Routes 901 and 902 will be discontinued, and similar services will be covered by High Valley Transit with Route 107. <https://highvalleytransit.org/bus-routes/>
- The new Bus Rapid Transit line, Ogden Express (OGX), will open on August Change Day. Routes 602, 603, and 650 will be adjusted to reallocate resources and better serve the community with transit. Routes replaced by OGX; OGX allows for resources from routes 602, 603, and 650 to be reallocated.
- TRAX and S-Line service will increase to 15-minute frequency on Saturdays. The FrontRunner schedule will adjust to improve reliability and increase turnaround time.

## Contingency Proposed Changes Outcome

The contingent proposed changes to route 39, 201, and 218 will not be implemented during August 2023 Change Day. These proposed changes were contingent upon resources and unfortunately UTA is not yet in a position to staff the routes listed above. UTA will continue working on hiring more drivers before adding back or getting new services. UTA wants to provide the best working conditions for our operators, and to achieve the best and most reliable service possible for our customers.

## Appendix 1 – Proposed Changes

### August 2023 Proposed Route Changes

[F202](#), [F570](#), [901](#), [902](#), [602](#), [603](#), [OGX](#), [650](#), [TRAX & S-Line](#), [FrontRunner](#)

### Contingency Proposed Changes

[39](#), [201](#), [218](#)

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Salt Lake County & Summit County

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### Route F202

- Proposed route changes support increased reliability, improved connections
  - Route moved from Sandy Civic Center Station to South Jordan Station; Route moved from Bingham Junction Blvd. to 700 W between Center St. (7800 South) and Winchester St., then extended to Fashion Place West Station via Winchester. From 300 West/10000 South, route moved to travel west to Jordan Gateway, south to South Jordan Station.
  - See map below - click to enlarge.



**Route F570**

- Proposed route changes support increased reliability
  - Route moved from Midvale Ft. Union Station to Midvale Center Station; From Bingham Junction Station, route extended to Midvale Center Station via Bingham Junction Blvd., Center St. (7800 South).



**Route 901**

- Proposed route discontinuation
  - Route 901 is a seasonal service and has been discontinued since 2022. Similar service will be covered by High Valley Transit.

**Route 902**

- Proposed route discontinuation
  - Route 902 will be replaced by High Valley Transit Route 107: <https://highvalleytransit.org/bus-routes/>




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## Weber County

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The new Bus Rapid Transit line, Ogden Express (OGX), will open on August Change Day. Routes 602, 603, and 650 will be adjusted to reallocate resources and better serve the community with transit.

### Route 602

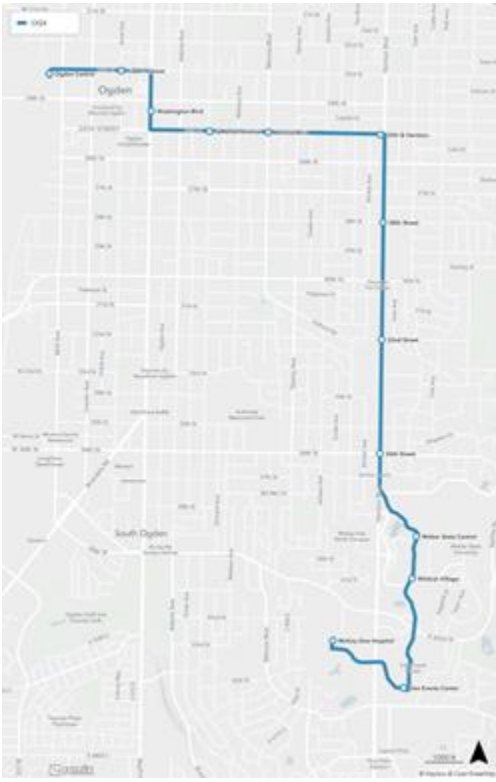
- Proposed reduction in number of daily trips (replaced by OGX)
  - Wildcat shuttle adjustment to match new OGX schedule. Combination of OGX and Wildcat Shuttle will provide 5–10-minute service between Dee Events Center and Weber State campus.

### Route 603

- Proposed route discontinuation
  - Route replaced by OGX. The new OGX route allows for resources from routes 602, 603, and 650 to be reallocated. Routes 602, 603, and 650 will be replaced by OGX (603X).

### Route OGX

- New OGX Bus Rapid Transit service
  - Find out more about the new OGX: <https://www.rideuta.com/Current-Projects/Ogden-Express-OGX>



### Route 650

- Proposed route discontinuation
  - Route replaced by OGX. The new OGX route allows for resources from routes 602, 603, and 650 to be reallocated. Routes 602, 603, and 650 will be replaced by OGX.

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### Rail

#### TRAX & S-Line

- Proposed service increase to 15-minutes frequency on Saturdays
  - Service increased due to high demand, significant community feedback.

#### FrontRunner

- Proposed schedule adjustment to improve reliability, increase turnaround time

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### Contingency Routes

Should resources allow, specifically operator workforce capacity, routes 39, 201, and 218 will be restored and service increased as follows.

**Route 39**

- Proposed increase in frequency of service to 15-minutes on weekdays
  - This change would restore service after reductions in 2020
  - **Contingent upon resources**

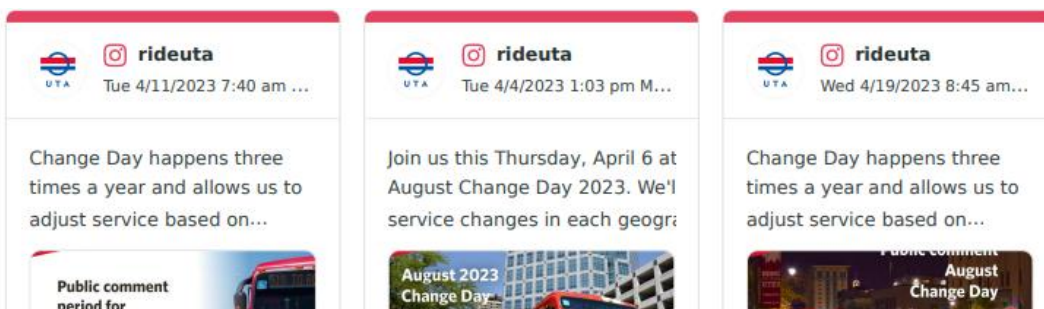
**Route 201**

- Proposed increase in frequency of service to 30-minutes on weekdays
  - This change would restore service after reductions in 2020
  - **Contingent upon resources**

**Route 218**


- Proposed increase in frequency of service to 30-minutes on weekdays
  - This change would restore service after reductions in 2020
  - **Contingent upon resource**

**Appendix 2 – Social Media Post Engagement**



**Utah Transit A...**  
Fri 3/24/2023 2:12 pm M...


August Change Day 2023 will be here before you know it. Change Day happens three...



<b>Total Engagements</b>	<b>75</b>
Reactions	9
Comments	1
Shares	14
Post Link Clicks	23
Other Post Clicks	28

**Utah Transit A...**  
Tue 4/11/2023 7:40 am ...

Change Day happens three times a year and allows us to adjust service based on...



<b>Total Engagements</b>	<b>224</b>
Reactions	27
Comments	7
Shares	12
Post Link Clicks	53
Other Post Clicks	125

**Utah Transit A...**  
Wed 4/19/2023 8:45 am...


Change Day happens three times a year and allows us to adjust service based on...



<b>Total Engagements</b>	<b>55</b>
Reactions	13
Comments	1
Shares	2
Post Link Clicks	19
Other Post Clicks	20

**@RideUTA**  
Fri 3/24/2023 2:18 pm M...

The public comment period for August Change Day is open from now until April 21, 202...



**@RideUTA**  
Tue 4/4/2023 1:07 pm M...

Join us this Thursday, April 6 at 6 p.m. for a virtual public meeting for August Change...



**@RideUTA**  
Tue 4/11/2023 7:43 am ...

Three times a year we adjust our service to reflect ridership patterns, budget, and servic...



**@RideUTA**  
Wed 4/19/2023 7:43 am...

Change Day happens three times a year and allows us to adjust service based on...



## Appendix 3 – Public Comments

A complete list of the 152 public comments received.

#	Comments
1	<p>Improve the schedule for Route 513 connection to Green Line or Blue Line to align with my work schedule at City Creek Center. My hours are M-F 8am - 4:30pm. Improve the schedule for Route 513 connection to Green Line or Blue Line to align with my work schedule at City Creek Center. My hours are M-F 8am - 4:30pm.</p>
2	<p>The ticket machines are often out of order, or don't work very well. Could we get either a more updated payment method, or more payment options in general? Maybe an app? Maybe credit card scanners?</p>
3	<p>626 schedule doesn't line up with the 10:24am weekday south bound frontrunner making it unusable to use for my schedule forcing me drive to the station when I would rather use the Bus.</p> <p>Frontrunner later service on weekends like what was done during the All Star weekend would make visiting downtown SL on weekends much safer, cheaper and convenient. If staffing does not allow for every weekend then only on Holiday weekends like memorial day and Labor day would still be very helpful.</p> <p>I live in Clinton and work in Farmington, I use the Frontrunner nearly everyday but the scheduling sometimes makes that difficult. I get to Farmington Station at 10:39 but my shift doesn't start until 11:30. I also frequently travel all around Salt Lake City on the weekends and mornings before work and go to a gym three times a week in Murray that I use TRAX to get to. I have a ECO PASS from work and use Transit whenever reasonably possible for work, concerts, visiting friends, and many other trips.</p> <p>Increasing the every half hour frequency of the frontrunner service closer to noon would also be very helpful and anecdotally many of my coworkers in Farmington have said they would use the train to commute if this change was made.</p> <p>A TRAX line from Airport through downtown to the U of U would make northern utahns who work and commute to campus lives easier</p> <p>More bathrooms are needed at stations especially the major ones like Salt Lake Central.</p>
4	<p>I'm very pleased to see the Saturday TRAX schedule increase, thank you! This will make it easier for me to use TRAX for a casual trip.</p>
5	<p>Disappointed to see that expansion of service to the Provo Airport is not happening. The current shuttle route does not run early or late enough, even if the frequency is low, so accessing PVU from Salt Lake County is a challenge. Even if the hours were extended on 833 that would be a huge help for service.</p>
6	<p>I just want a Sunday train or a way to get to the blue line in Draper from Orem/Provo. There are no good options for traveling on Sunday and it makes it really hard to visit family on the weekends.</p> <p>Also, you have so many resources to keep people updated on the frontrunner's whereabouts. There have been so many times that I've had to wait 10-40 minutes for the last train of the night to show up. I'm always worried that it won't actually come and I will be stuck there for the night. There is little to no information IF the frontrunner will actually come. If you could show something on the screen or update the social media more that would be so helpful.</p>

7	<p>I really wish bus route 871 in Lehi would match the train schedule. When trains are running every half hour, it's okay, but when the trains are running hourly during the day, the bus schedule doesn't match. The bus leaves Lehi Station 35 minutes after the train arrives.</p> <p>I ride the 871 bus to and from the Lehi Station from the Adobe building in Lehi. I'd like to see route 871 run half hourly during peak hours and then hourly, in sync the train in Lehi, or just not run at all during non peak hours.</p>
8	<p>This is a general comment, because Route 223 is not listed. THANK YOU for keeping Route 223, especially with Saturday service! It is a huge help for traveling between Millcreek and the University of Utah. Thanks to all the drivers and planners who keep UTA going. Please know that you are appreciated!</p>
9	<p>Please expand the Frontrunner coverage to Logan. The Frontrunner has successfully demonstrated its value to the communities it currently reaches. Increasing its coverage would multiply its current value. That is, it would not simply ADD value to the communities it reaches; it would MULTIPLY the value of Frontrunner. Even people who live in Salt Lake would benefit from a connection to Logan.</p>
10	<p>Please make the wait time between the southbound red and blue lines shorter like you do with the northbound trains. Sometimes we're waiting like 12/13 minutes to switch from red to blue southbound because a blue line is just barely in front of the red. Would be awesome to shorten that wait time just a bit so we're not waiting in the cold/ heat for a long time.</p>
11	<p>They should be running sooner on Sundays and Fridays like every 15 minutes or so for those who wait for a long period of time for the bus and or train especially after 1 pm and also for the 213 route, it should stop around 8700 south and 1300 east instead of covering so little for the route around the area, there should be like more of a larger area to be dropped off at instead of having a small route especially around the 7800 south and 900 east bus stop.</p>
12	<p>15 minutes for Bus Route 39 should be high priority. I take this route regularly for my school commute, and have previously taken it for work commute, and I feel it always at high capacity and would benefit from a more frequent runtime.</p> <p>I think Bus Route 213 should also be increased to every 30 minutes, due to its important access to the University of Utah and the Sugarhouse area.</p>
13	<p>Please make trax redline run to and from the university later at night. Students sometimes need to be up at school pretty late and it would be nice even if service was extended just by a half hour.</p>
14	<p>I know that at the newly opened Provo airport terminal, there's a platform that looks like it was built to accommodate a UVX bus. I would like to voice my support for adding the airport as a station for UVX.</p>
15	<p>I live on ninth avenue and work much of the day by the window. It is rare to see any passengers on the buses that pass by several times per hour from early morning until late evening. In addition, the large buses shake my 107 year old home each time they drive by and often wake me as it feels similar to the earthquake which occurred three years ago. I am frustrated that UTA insists on running large buses all hours of the day multiple times per hour for no one. It seems it would be wise to consider smaller buses to minimize the shaking and could surely handle the 0-2 passengers that are riding the buses. I would appreciate it if you would consider making changes.</p>

16	<p>The #209 bus extending through the Avenues on its route to and from Fashion Place Mall is too big, too noisy, too house vibratory, too costly and too empty. The neighbors along the L street and 9th Avenue are continuing to submit complaints about the negative impact this route is having on the quiet Avenues neighborhood. We continue to suggest a smaller bus like the F11 to provide service in the Avenues. Until UTA can make this change, we need a service curfew on the current #209, so that these large and noisy buses are not traveling through L street and 9th Avenue after 930 PM and before 0600 AM. We need sleep, and these buses are passing by up until 0100 AM and starting again around 0415 AM. We request this curfew be implemented by August Change Day 2023. We need a direct route to University of Utah Medical Center like we had with the #6 and #11. Thank you.</p>
17	<p>Why don't you guys return to every 20 minutes all weekend on the TRAX lines? I need an easier commute from West Haven to Brigham city, especially on weekends. I regularly commute to Brigham City now from Ogden, and increasing frequency on the 630 and F638, as well as expanded service hours on the F638, would be greatly appreciated. In addition, why not start servicing your old Park'n'Ride lot at 200 S 800 W in Brigham City? It would be better for people coming from out of town to have a place to park their car to catch the bus, and could serve as an End of Line. The route of the 630 could be adjusted to turn west on 700 N, then south on 500 W to Forest St, then turn west to 800 W, then south on 800 W to the Park'n'Ride. I will also be moving down to the area around 21st and 1200 W in West Haven soon, and need a way to get from there to the transit center on the weekends. Currently, it's a 45-50 minute walk.</p>
18	<p>Fully support 15 minute frequencies for Trax on Saturday. That is long overdue and appreciated.</p> <p>I want to write in a comment supporting route 17 and other routes that had service cut during the pandemic and/or due to staff shortages and have not been restored. While it's appreciated that 39, 201, and 213 are listed as restored (on contingency), I'm worried that emergency service cuts to other lines are effectively becoming permanent. It would be helpful to have a full list of routes that would were cut and would be restored if staff/budget allowed.</p>
19	<p>PLEASE follow through with 15-minute service for TRAX on Saturdays! The demand for weekend service is clearly enough to meet supply, and 15 minute service would cut the time cost of commutes (and particularly train-to-train transfers) significantly. This single change could go a huge way toward making downtown a vibrant, exciting part of our city by facilitating frequent weekend transit! The vast majority of my transit use is on weekends, and you would be helping me and so many people like me by making this change.</p>
20	<p>I regularly ride Trax (Red or Blue) from Fashion Place West to Courthouse. Very much in support of the proposed change to 15-minute service on Saturdays: "TRAX &amp; S-Line - Proposed service increase to 15-minutes frequency on Saturdays Service increased due to high demand, significant community feedback."</p>
21	<p>I am in favor of this, especially as a healthcare worker, I am better able to use my vehicle less and reduce my pollution when there is better weekend service to get to and from the hospitals along trax and bus lines since trax is a five minute walk from my apartment</p>
22	<p>On the weekends, we love riding Trax downtown to go to dinner and go to bars. The biggest problems we have are:</p> <ul style="list-style-type: none"> <li>• Frequency of rides on the weekend. 15 minute service would be great.</li> <li>• When the train stops heading to Daybreak on the weekends. If we could get extended weekend service, I'd be ecstatic.</li> </ul>

23	I want to express strong support for the proposed frequency increase on Saturdays for TRAX. This would help me patronize local businesses on the weekend, and is exactly the kind of service we need to get more people out of cars, giving transit a try. Thank you!
24	15 minute trax frequencies on Saturdays will be HUGE. I will be much more likely to ride UTA on Saturdays knowing I never have to wait more than 15 min for a train. It was a huge issue over all star weekend with all the demand on saturday and low frequencies
25	I travel from home (along the 218 on redwood) to the University of Utah. Back to 30 min on the 218 is really important, now it's feasible to use.
26	<p>I wanted to show my overwhelming support to increase the Trax &amp; S-Line to 15-minute frequency on Saturdays.</p> <p>I am a large proponent of increasing service to mitigate issues with both overuse and underuse. The answer for public transit is almost always increasing service.</p>
27	<p>I am one of those that support the increased frequency of Trax services on Saturdays. I have had many times when using Trax on Saturdays was frustrating.</p> <p>Fronrunner eventually would be ideal. I find it frustrating that I can't use Fronrunner on Sundays to commute to locations. So while adjusting the schedule for Fronrunner sounds great, I still don't understand why we don't have Sunday service.</p>
28	570 and 202 I would accept current proposal but also keep them at their current stations as well. 902 is Ada compliant where as 107 is not. If you are going to continue using 107 then it needs to be Ada compliant
29	We need Sunday service.
30	Can we get a flex bus to go from the Lindon temple to state street
31	Would like to voice my support for fixing Saturday TRAX/S-Line service! Now going places on Saturday won't be a pain any more. TRAX is so much more convenient with 15-minute service.
32	PLEASE increase the TRAX to 15-minute Saturday service. Also, we desperately want ANY amount of Fronrunner Sunday service. How about 3 trains, morning, afternoon, evening? Many, many people, including myself, rely on public transit and it's unreasonable to shut down the entire line on Sunday. Please run the Fronrunner on Sunday any amount.
33	<p>Trax: I am thrilled Trax will be moving to 15 minute service on Saturdays! It will make it so much easier to use it for recreational weekend things. Can we please do the same on Sunday? There seems to be a lot of demand, and it will help people use UTA as a car replacement.</p> <p>Fronrunner: We need Sunday service! People can't get out of their cars if they can't rely on transit to get them where they need to go every day.</p> <p>223: This route doesn't have proposed changes, but I am begging for more frequent service. It's the best route to the university, hospital and research park for residents near me (especially after the 6 was discontinued), and it is so hard to get where you need to go with a 60-minute-headway bus.</p> <p>General comment: Please stop having almost-complete transit blackout days on Thanksgiving, Christmas, and New Year's Day. Once again, people can't stop driving if they don't have options to get where they need to go every day. It's especially bad because it is snowstorm season.</p>

34	We need the Frontrunner to run on Sundays! The current schedule really hinders people from relying on transit instead of a car because it does not travel on Sunday. It would help so many people!
35	I use the 9 bus to connect with TRAX at 900 South. I travel downtown every weekday and use the Blue line train to Draper every weekend for hiking and mountain biking. Please increase weekend frequency. TRAX service is so crucial for the recreational and economic activities that local residence participate in on the weekends and moving to 15-minute headways on Saturdays (and Sundays!) is crucial to keeping transit as a convenient and inviting part of our lives.
36	I agree with the improved service on Saturday's. I work from home, so often the only time I may use UTA transit is to get to and from events or shopping located along a TRAX corridor. These events often occur on Saturday's. Increased service makes it more likely for me to use transit because my schedule can be more flexible.
37	I travel between Layton Station and the Salt Lake City Airport. Please extend FrontRunner hours to depart Temple Bridge Station toward Ogden later at night. Leaving the airport for work late prevents me from using UTA when the last northbound train departs at 22:31. Midnight would be wonderful. Additionally, add Sunday service for FrontRunner.
38	I would be really happy to see the Trax Saturday schedule switch to every 15 minutes. As someone who primarily relies on Trax to get around town, this would make it significantly easier to get around the city on weekends. It would be especially beneficial during the winter months when missing the trax means waiting in the cold for an extended period of time
39	I fully support the proposed schedule of the Trax line. As a resident, I would love to take the Trax but with the current weekend schedule, I usually end up taking a bus or a different transportation method since the Trax schedule is too far apart. I would be taking the trax more if the schedule was every 15 minutes.
40	Later service on Fridays and Saturdays
41	Please increase the Saturday frequency to 15 minutes! The trax is the most convenient way to get to grocery stores and downtown for University of Utah students and the current service is inadequate and frustrating to plan around. Having 15 minute service would make catching planes and running errands on the weekends so much easier
42	15 min service in Saturdays has been needed for so long, so thank you! Now please look into better service for Sunday for those of us who work Sundays don't need to rely on a car!
43	I strongly support the 15 min frequency proposal for TRAX and S-Line on Saturdays. I take the S Line and Trax on a pretty even basis. So scheduling improvements to both are great.  I would love to see the bus run more frequently as well but this is a good start!

44	<p>Please try to bring back more frequent service on the 39 and 218. I use the 39 frequently, or I would if the schedule wasn't basically completely unusable for me now. Also 15 minute Saturday Trax actually sort of makes transit useful for skiing on Saturday.</p> <p>I live off redwood and 4100 S and work at West Hills Middle School in west Jordan. 39 is how I get to red line, which gets me to 248. Before the service cuts it was actually a pleasant experience. Now it takes over an hour because the eastbound 39 misses the southbound red line by a minute or two, meaning I have to add 15 minutes there to my journey, but it doesn't link up well with northbound 248 from 4800 W Trax station so I have to wait like 20 minutes there too. Ugh.</p>
45	<p>TRAX should run more regularly on Saturdays, every 15 minutes.</p> <p>Now that the 223 runs all the way from Holladay, servicing downtown, it should run twice an hour (every 30 minutes) rather than once an hour. This would encourage people to use it for their daily commute on weekdays.</p>
46	<p>TRAX, 15 minute frequency on the weekends would make it a feasible to get around on the weekend. I commute via TRAX every day during the week. I almost never ride on the weekend because I don't want to face the prospect of waiting up to 30 minutes.</p> <p>Please restore 15 minute service to the 39 Bus. I stopped taking the 39 bus when service decreased because it no longer provided frequent access to the Meadowbrook Station or Olympus Cove. It's no longer logical to commute on this line because it makes connections to and from the TRAX and other bus lines infeasible.</p>
47	<p>Glad to see 15 minute Saturday service. I'm hoping for Sunday Frontrunner service soon!</p>
48	<p>Please increase S line frequency on weekends. We often end up having to use other transportation on the weekends because the S-Line isn't running.</p>
49	<p>This would be wonderful! I try to use TRAX for concerts, events, etc. having the train come every 15 minutes on weekends would be a huge benefit.</p>
50	<p>This route was implemented last August, it has been going through the Aves every 15 minutes on weekdays for 20 hours a day. And hourly on weekends. I notice the buses often and have noted that often they are empty or carry very few passengers (3 or less). I understand that there is a need for bus service in the Avenues, I feel that the frequency is excessive. The noise alone is intrusive on pleasant days when outside a normal conversation must be halted until the bus stops, accelerates and climbs the hill. In the nights the noise of large vehicles invades our homes deep into the night and at the bewitching hour of 4:45 am. My biggest question and concern is that the frequency of the #209 through the Aves is wasting funds and is turning our neighborhood streets into high traffic zones for the convenience of a very small population. Causing a lot of negative consequences for homeowners and neighbors for the increase of very few riders.</p>
51	<p>15 minute TRAX on Saturdays!! Yes yes yes!!! This is a game changer. 30 minute schedule is unworkable if you have to make a transfer. 15 minutes is a world of difference. Let's make this happen!</p> <p>I like to ride the trax for errands in Saturdays, especially the farmers market. But I have to transfer and the 30 minute frequency makes this unworkable for me and my small child. 15 minutes is totally doable.</p>

52	<p>I use a combination of bus, trax, and bicycle to get around. The weekends are crippling for my ability to plan. It feels like the city/state only cares about me when I can be a good little worker, and not if I want to utilize my days off by patronizing businesses, churches, or visiting family or friends. Increased frequency is always better here, so I applaud expanded trax service on Saturdays at least. Regular Trax and Fronrunner service on Sundays will be when I know I live in a real city. Pretty sure we have the demand.</p> <p>I head primarily from Fairpark to the University and back, so the 1 line is a boon. I use Trax often to get to eastside grocery stores before heading home (The 1 only passes the Rancho which takes backpacks but doesn't guard them).</p> <p>Often I'll walk from a red line stop to catch the 1 line because the transfer to the green line takes time and getting off at Jackson/Euclid is not worth it due to crime and sidewalk closures. Most of my friends live on the east side (liberty wells, for some reason) and when visiting them on the weekends I always ride my bike because transit is unworkable due to its low frequency. I can't successfully accomplish more than one or two chores in a day using transit for the same reason.</p> <p>I also hate riding in a rolling billboard. Remove the wraps. People can't see out the windows when on board and they make the experience undignified. Good transit systems cultivate a positive brand and don't do this.</p>
53	<p>15 minute service on Saturdays will be tremendously helpful in getting around on weekends. Thank you.</p> <p>My brother uses TRAX to commute and works Saturdays. This will be very helpful for him too.</p>
54	<p>The Foxboro District of North Salt Lake (NSL), a community with thousands of single family homes, has zero public transportation coverage, as opposed to the east side of NSL, characterized by higher-income families, which is covered by a couple of bus lines. UTA OnDemand is not a true public transportation service, so it breaks the purpose of investing in this type of infrastructure. I respectfully request that communities West of I-15 be considered for future service.</p>
55	<p>Love to see increased frequency especially improved weekend service on TRAX. However, we all know you cannot actually increase bus frequencies with current staffing. Referring to your bus operators as resources that these changes are contingent upon is disgusting especially when the problem is the poor treatment of new drivers leading to high turnover in bus operations. Fix the extraboard before you work on improving frequency.</p>
56	<p>When deciding to cancel a specific route it would be nice if you could get a more accurate count of the riders. Example: Route 356 which ran down 5600 West then used the freeway to get downtown was cancelled but, it was full every morning. The reason given was that it was not a popular route however, most riders had monthly or employer sponsored annual passes and were not asked to scan them so the count was likely not accurate. Also, taking into account an average 8 hour work day for return routes would be useful. To take a bus to the trax station and then take it downtown would have added over 25 minutes and would have been an extra 2 miles of driving so this is not a practical option. While this is specific to that route I have heard others comment that thier express routes were cancelled as well and yet I often see to buses riding behing each other on 3500 south practically empty.</p>
57	<p>I love that they are moving the Trax to 15 minutes on Saturday. It will allow us to more easily take Trax to excursions downtown</p>

58	<p>I am thrilled that UTA is finally bringing 15 minute TRAX service to Saturdays. This change will make using TRAX on Saturdays exponentially easier, especially for my commute. Thanks for working hard to improve and restore service.</p> <p>I am concerned about the plans to discontinue that 902, as the current HVT route is wholly insufficient to meet travel demand along that corridor. Service to Park City should be expanded so that it is actually useful (at least every hour) so that more people will take advantage of it.</p>
59	<p>I am strongly in favor of increasing frequency on trax on Saturdays and would like to see it extended to Sunday as well. 15 minute intervals should be the bare minimum on all routes, that way you can show up and your ride will be there shortly v. having to plan around the schedule and makes it significantly less stressful if you miss your ride by seconds or minutes.</p>
60	<p>The 15 minute schedule during M-F and the 30 minute schedule S-S is a tremendous disappointment and disservice to Salt Lake residents? UTA, I have been a daily transit user since 2016 and it shocks me the lengths you go that make using public transportation a a logistical headache. Please increase the frequency of each TRAX line, a 10 minute schedule on M-F and a 15 minute schedule on Saturday is both reasonable and more equitable for folks relying on your service.</p>
61	<p>As you know the front runner on week days the last train in Salt Lake City is around 11pm. This schedule is frustrating for me because I attend concerts often in Salt Lake City and one of the biggest concerns I have is being able to get home. I don't have a car to get to these concerts, so I rely on public transit to get me to and from home during these events. Most concerts end around 10-10:30 but sometimes they can go late and if a concert goes too long I won't be able to make the front runner and get home.</p> <p>My proposal is to add another front runner stop on weekdays that comes at around 11pm-12am. This would allow people who are at these night events to not have to stress too much about being able to catch the ride home if something goes wrong.</p> <p>Thank you so much for your consideration, I love using the UTA and any changes made to improve my public transit experience are welcome!</p>
62	<p>It would be great to have the every 15 min bus schedule on weekends, as well as the early morning times. I work every day of the week. My start time at work is 6am, so having a 5 am bus is so helpful and allows me to make my commute via public transit.</p> <p>Travel from home to work up at U o fU - Research Park. Closest bus to work is 455, but closest bus to home is 1, so I end up taking 1 and biking the rest of the way.</p>
63	<p>Increase service to every 15 minutes on Saturdays and include late night service for customers who patron bars and restaurants downtown. This would encourage me to dine out because I wouldn't need to plan the cost of an Uber/Lyft.</p>

64	<p>We enjoy taking the 205 bus OR TRAX/S-Line downtown but it can be difficult to make it to events on time when you have 30 minutes between buses/trains. If we miss the bus by a few minutes we end up driving when we would rather not. If these were offered every 15 minutes it would make it much easier for us to avoid driving and take public transit instead.</p> <p>We've even been considering getting rid of our second car. If buses and trains were more frequent then it would be an easy decision to become a single-car household.</p>
65	Please make the 205 every 15 MINUTES, and add lines on 700 east again!
66	<p>I am in favor of the proposed change to trax: Proposed service increase to 15-minutes frequency on Saturdays</p> <p>I wish the floors would be cleaned more. And more signs on upcoming stops. They're only visible if you're sitting in certain seats</p>
67	Proposed service increase to 15-minutes frequency on Saturdays sounds amazing! Thank you for listening to our requests. Especially the U red line. ♥ We would use the Trax WAY more if it wasn't such a long wait, especially because we can currently often just walk downtown faster and save the \$5. Happily pay for a faster alternative though if every 15 min!
68	Please consider running the trains later on the weekends. If we truly care about transit, the public, and responsible choices - offer our community a safe way to get around on weekend nights. Even just a pilot program for a year or two would be incredible.
69	After comment after comment over the years and attending meeting after meeting. I regret that I have absolutely no confidence that UDOT will give my views any consideration whatsoever. As we see in Little Cottonwood Canyon with the Gondola, and we see with traffic speed on Wasatch, the game they play is if they don't get the answers they want they just extend the comment period until most of us are too exhausted to reply once again. Then they parse the latest comments to do what they want.
70	<p>I used to live downtown and took the bus everywhere. My car would sit in the driveway for months. Now that I live in Cottonwood Heights, it is close to impossible to get around. It is a giant hassle and buses. Don't come frequently enough. It would be a dream if the light rail came up for Union straight to the park-and-ride at the mouth of big Cottonwood Canyon. If that were to occur, I would return to taking the bus and light rail on a daily basis.</p> <p>I travel all over, but the bus going up and down Fort Union comes very infrequently. A light rail would be excellent.</p>
71	I would like Saturdays to share the same schedule as the weekdays for all bus and train services. I consider Saturdays to be the busiest day of the week and I see no reason why there should be less service times.
72	Please restore the schedule to every 15 minutes. Overall travel time to my destination has increased by 30 minutes as the Trax and Bus arrival is misaligned to provide the maximum waiting interval with the arrival of the train. With multiple schools and disadvantaged pockets in lower Millcreek, there is critical ridership being affected. There is sufficient ridership on 039 and restoration of the frequency will spur more ridership on this critical Trax feeder.
73	Nice to see the increase in frequency for Saturday service. Will make Trax more an option for visit to downtown Salt Lake.

74	<p>The 603 has been “temporarily” rerouted, and has been ongoing for more than a year. Despite the new stop concrete being poured last year, people are still waiting at the temporary stops that are nothing more than a sign attached to a stop sign. No bench, nor platform, etc. Daily, there are people in wheelchairs, walkers, in addition to seeing impaired, who wait in the snow bank at the curb of the park strip in front of my home and the church curb across the street. This is unsafe for community members, and needs to be changed. I am happy to provide photos of these unsafe conditions that have gone in for far too long. I ask that this be addressed promptly.</p>
75	<p>Full comments can be found at <a href="https://utru.org/august-2023-change-day-review/">https://utru.org/august-2023-change-day-review/</a></p> <p>We are supportive of the change as riders will now be gaining service along 700 West/Main Street in Midvale.</p> <p>We are neutral on the removal of the connection between Sandy Civic Center Station along F202; on the negative side, Blue-Line riders will have to travel further to connect with the route if coming from the South, however, the overall increase in coverage is worth the trade. Similarly, we disapprove of the removal of service from Bingham Junction Station as the change could result in riders having to travel to Fashion Place West in order to connect with the route along the Red Line, thereby reducing the odds that individuals will use this route along that section. We encourage UTA to reconnect the route to Bingham Junction, potentially by taking the route discontinued by Route F570, in order to reduce wait times while still providing a sustained connection to the Red Line.</p> <p>Though we welcome frequency increases to existing routes, UTRU remains frustrated that the updates to 39, 201, and 218 service frequency (and, indeed, updates to service frequencies to pre-COVID levels in general) are “contingent upon resources.” Put simply, the “resources” UTA is referring to are drivers. UTA was struggling to find drivers even before the pandemic and UTA has assured us that it is doing everything it can to attract drivers – yet all of their attempts seem to fail. The reason for this is that it appears that UTA seems to be willing to try everything except to attract talent expect for the two things that are most likely to work: increasing driver pay to remain competitive in the market and improving work conditions so that drivers are less likely to be upset and quit their jobs after UTA has sunk money into training them. It isn’t that ideas such as retention bonuses, paid CDL-Training, improved benefits, and floated ideas such as offering English classes to potential drivers are bad, it is just that a starting wage of \$20.00/hour in training (\$41,600 annually), \$21.44/hour after training (\$44,600 annually), and six-month bonuses that top off at \$25.19/after five years (\$52,400 annually) is not an attractive offer when a quick search of local CDL driver jobs in Salt Lake County start at anywhere from \$50,000 to \$70,000 a year. With roughly 900 operators, bumping up wages isn’t cheap – a \$1/hour increase system-wide would cost \$1.9 million before you consider things such as benefits and taxes, but we can’t imagine that the current solution of offering time and a half is cheaper either. But we are also of the opinion that UTA failed to respond to warnings that a shortage was on the horizon back in 2018-19 and received a respite from the drumbeat only because of COVID-19. But demand has consistently risen the bill has come due and the pound of cure that they now have to pay for was largely their own doing. It is imperative that UTA solve the driver shortage sooner rather than later to ensure that we are able to meet the needs of current and future transit riders.</p> <p>We have very mixed opinions on this particular change. On the positive side, Park City will now have a direct connection with the University of Utah and FrontRunner – A welcome connection that will benefit riders of both transit networks. In addition, we are pleased that service will now be 7 days a week instead of being</p>

	<p>limited to just weekday service. Finally, we are encouraged by the cross-coordination and cooperation between UTA and High Valley Transit and look forward to future collaborations. On the negative side, service frequency will drop from 10 total trips on weekdays to 5. Though weekend service is fantastic, this will result in a 30% decrease in overall service. In all, we do feel this is an overall net improvement to both systems and hope this route gains in popularity in the future, driving increased frequency demand.</p> <p>With the opening of OGX, we appreciate that UTA is able to reallocate resources in order to better service Ogden/Weber State. The Reduction of route 602 is a logical decision as OGX will almost perfectly mirror the route that exclusively services the Weber State Campus. With increased odds of users catching one route or the other, this is an acceptable change. That being said, we would encourage UTA to extend Route 602 to connect with Edvalson Street and 36th Street.</p> <p>The discontinuation of route 603 is logical for similar reasons. Though there are slightly different routes between 603 and OGX in downtown Ogden and on the north end of the Weber State campus the difference is nominal for those wishing to access downtown Ogden or FrontRunner.</p> <p>We are pleased with planned improvements to increase Saturday frequency to 15-minute headways along TRAX and the S-Line as UTA is listening to service demands. Similarly, adjustments that improve reliability and turnaround time for FrontRunner trains is always a welcome addition as well to August Change Day.</p>
76	Please include more cars on the trains. Two isn't enough they get so crowded that people are pressed together standing. It's dangerous and hard to get off and on the train. This makes it hard to get to work and home during the week.
77	THANK YOU for updating the frequency of Trax on the weekends!!! And anything we can do to restore central bus lines to their full pre-COVID service schedule would be great. Would love to see this happen, especially once the 200 S corridor is finished! Would love to see better bus stops along 100 S. Standing in the dirt/snow at a few of the stops is pretty terrible.
78	Will the current 603 stops be OGX stops or will most 603 stops be removed? Also will it still be the every 15 mins agenda?
79	<p>I have reviewed the route that the bus replacing 603 will have and UTA is not thinking of Weber State University students. The new route plans on dropping off students at the front of the University and for many it would mean over a half mile of uphill walk due to the position of the campus buildings. For me personally it would mean a 25 min walk to the very back of the campus where I hold classes at the Engineering Technology buildings.</p> <p>There is absolutely no student that requests a stop at Dixon Prkway or Harrison Blvd, and yet the planned route wants to drop them all off here. I feel like the proposed stop will block traffic and make an already long commute go get to our classes longer.</p> <p>The current route, going up and down Edvalson st, facilitates de access to campus, and takes the bus 5 min to the the route up and down the street.</p>
80	Please, please, please reinstate the 4:37 pm SLC to Riverdale for the 472. 4:20 pm is too early for my shift, which ends at 4:25. The next bus is after 5:00 pm. So I seldom take the bus now because it gets me home too late and leaves me wasting a lot of time waiting for the bus.
81	More frequent Front Runner connections from Layton to the Central Station.

82	We have large polluting empty ghost buses running down our neighborhood at all hours of the night and day. I am woken up in the middle of the night. These buses are virtually almost always empty. I would love for them to stop running at 9:30pm until 7am. We would love for more fuel efficient (smaller) buses to run. My kids do take this bus home M-F and tell us they are the only ones on it. Large buses make sense when people are taking them.
83	Please reinstate the 4:37 PM northbound 472 express bus. It is really difficult to not be able to make the one just after 4 PM and have to wait a full hour before the next one. They really need to be 30 minutes apart.
84	Route 472 Riverdale-Salt Lake Express It would be very helpful and appreciated if you could add one more trip from Salt Lake to Riverdale leaving Salt Lake around 4:40 p.m. The large gap between the current 4:15 and 5:05 times is inconvenient for those who finish work at 4:30.
85	Please re-add the 4:37 472 bus from SLC to Ogden.
86	I'd like to see 15 minute TRAX service on Saturdays. I ride the 9 regularly and have had a lot of issues with accessibility/ communication. More than once I've been standing at a stop in the daylight, waving and the driver doesn't stop. Twice, that has happened with multiple people at the stop, so there is absolutely no reason they didn't see us and the bus was not full (you can see ridership through the windows). That is completely unacceptable & makes riding transit frustrating & unreliable (I missed an important meeting the last time it occurred). Also, route or stop changes should be announced in advance, like in other metro systems, with signs at each stop & on the bus warning riders (as well as through apps). Drivers could also tell passengers to deboard out the back door (it slows down buses when everyone uses one door). Finally, stop names should appear on the sign in the front of the bus when the bus nears them to improve accessibility & navigation (i.e., see Madison metro).
87	Thank you for 15-min weekend service!
88	I just started riding Frontrunner again after several years. It feels like the trains wait a lot more at stations. I dont know if the disruption comes from opening the new vineyard station, but even still seems like you could take advantage of the longer double track section in that area as it seems like the southbound trains are usually waiting for the northbound trains.  I also feel the reliability of the smaller "Flex" bus routes deter me from using these services, even though this type of service would place me closer to my final destination.

89	<p>TRAX &amp; S-Line "Proposed service increase to 15-minutes frequency on Saturdays" YES!!</p> <p>Also, regarding the RED Line: On December 2022 Change Day, one week-day University-bound train trip was added. PLEASE KEEP THIS! IT IS VERY HELPFUL!!</p> <p>Route F570 "Route moved from Midvale Ft. Union Station to Fashion Place West Station" GOOD! Makes it accessible by Red and Blue trains -- not just the Blue.</p> <p>Route 201 "Proposed increase in frequency of service to 30-minutes on weekdays" It is about time! Once an hour has been terrible.</p> <p>901, 902 I was sort of hoping one of them would continue. The 901/902 big buses are safe and comfortable.</p> <p>I actually like some of the bus detours going into effect this month!</p>
90	<p>Increased Saturday frequencies on light rail is great! As someone without a car it continues to expand my access and independence in the community. When looking at morning frequency of front runner it might be nice if the half hour frequency lasted later into the morning. It's very frustrating at after 10 I have to wait an hour to balance out my valley travel.</p>
91	<p>Suppose a train started coming every half an hour at an early time, around 1:00 pm instead of around 3:00 pm like it is now. I get on the front runner at South Jordan and go up to the Orem station for school. The other students and I take the train to and from school and spend a lot of time waiting. The majority of classes end here around the :50 or :00. I know changing the route stop changes may be hard, if that were a possibility that would be amazing, but if we can the frequency of trains starting at a sooner time that would be amazing. The trains are already pretty crowded around 1-2 pm. Having more trains would give more seating options.</p>
92	<p>I am a college student and use the bus and front runner a lot. One thing that would be so beneficial is if the frontrunner had a few routes on Sunday as well. I know a lot of students still rely on it to go back and forth for work and home and it would really help to have a Sunday evening/afternoon route.</p>
93	<p>This route is used every weekday. Please don't change its start/stop points.</p>

94	<p>Probably nothing will change, but I decided making a comment couldn't hurt. The 807 route connects quite a few places, I've met quite a few kids from UCAS that use it to get to school. It also connects Lone Peak high school, and also the Church of Jesus Christ of Latter Day Saints Mount Timpanogos temple. Currently the route runs all weird, which will have to work for me. I have talked to other people on the bus, some of who are students like me, and a few have mentioned how they wish the schedule was different. That it ran later, and also earlier. That's the main thing I've heard, and personally wish was different. Some days I'll have to wait a while after school for the bus, because if school gets out earlier, I might have to wait a few hours. Of course I also wish it ran more often, like every half hour, but how late and early it runs is more important to me. August is just before the school year starts.</p> <p>The main places I get to is my work in Pleasant Grove, and then I often use public transit to get to places like the Church of Jesus Christ of Latter Day Saints temples, and starting next year I'll use it to get to school everyday at Lone Peak High School. My journey will always start at my house, which usually someone in my family will drop me off at the Murray frontrunner station.</p>
95	<p>This bus only runs one way early in the mornings and the opposite way in the evenings. This, making it hard to go around in the area because of the limited hours of service. I would appreciate it if the hours got extended as this area continues to grow and many more people need access to Frontrunner services as well. Please please please. It does not make sense that it only Runs so early in the day and for only a couple of hours.</p>
96	<p>Before we have a route past in foxboro now we don't have especial people they can't drive</p>
97	<p>I would like a bus stop near the new Orem temple that's being built if possible perhaps on an adjacent street.</p>
98	<p>My family does not use 209 nor do ANY Avenues residents/neighbors that we personally know. We have no need for this dirty, noisy, ugly intrusion. New route 209 has had continuous negative impact on our property at 535 9th Ave since inception August 2022. Change was vigorously opposed by residents at the Sweet library meeting and continues to be opposed currently. My house was built in 1903 as were most other homes on this stretch of 9th Ave. These old homes were simply never built to withstand the constant stress of huge inner city buses rumbling by for 20 hours a day. Our bed shakes literally as badly as it did when the recent earthquake hit last year. I was in bed then and it literally feels the same. Windows rattle and all this 60 times a day. My family has NEVER gotten used to the noise which is of industrial strength proportions. It makes enjoying our beautiful yard impossible. Every time a bus passes I look at ridership. I have never seen more than 2 people on a bus at most during all times of the day and most are completely empty-EMPTY. They are well known in Salt Lake as "ghost buses" and for good reason. (1 of 2)</p>
99	<p>When a bus passes I look at ridership. I have never seen more than 2 people/bus at most during all times of the day. most are completely EMPTY. They are known in Salt Lake as "ghost buses" for good reason. If you ran a small business and data showed the product line you were offering was not selling and every month you lost money you would quickly adjust services or go out of business. There is not significant ridership on 209 to continue a bad money losing decision that punishes residents that very clearly oppose it. The route on 11th Ave was wider, had designated bicycle lanes and ran huge buses along much more modern; better constructed homes. 9th Ave should be considered as a protected heritage site in this city due to its age. The grade on Virginia street is also gentler more accessible, safer. This route 209 was a bad/unpopular decision in the first place and should be discontinued in favor of the old 11th Ave route. (2 of 2 submissions)</p>

100	<p>Please consider running the frontrunner on Sundays. I travel north to Bountiful from Provo frequently on the weekends, usually leaving on Friday and coming back on Sunday. It's a pain to have to find a ride back to Provo since the train doesn't operate on Sundays. Similarly, it would be nice to have the UVX run on Sundays so that I have a mode of transit from the train station.</p> <p>I know a lot of people who agree with me that the frontrunner being available on Sundays would be so helpful.</p>
101	<p>So just more bus routes down here for one, more options to eagle mountain/ Saratoga springs, more frequent times, may connect from other buses or stations, also would like to see trax in Utah county</p>
102	<p>I believe the 218 should either run more than once every 60 minutes, or be changed to not be so closely timed with the Frontrunner service. Since both of these run every 60 minutes, and depart close to one another, it is very difficult to get anywhere.</p>
103	<p>I am happy that I can access more routes and opportunities if the F202 goes north to the Fashion Place West. I work at the IMC Cancer Center and the F202 is the only route I can use during the week due to where I live. PLEASE PLEASE PLEASE offer more service for F202 on the weekends PLEASE!!! It is very difficult to work as a first responder and not having access to proper transit on the weekends!</p>
104	<p>Although not a huge issue personally, I'd like to see 233 arrive at the University of Utah closer to the hour than currently is. Or even possibly have every 30 minutes, although, I realize that it might not be the most popular route enough to justify increasing frequency</p>
105	<p>I know there is a shortage of qualified bus drivers, but I think this is an excellent time to start planning for the next winter season. The removal of the 953 bus up LCC upset many workers and skiers traveling up the canyons this winter. While I recognize it is not always easy to find drivers for this route, I think increasing the pay for bus drivers would help expand our current public transit system and reduce congestion in the canyon. By only having one bus service traveling up LCC you discourage people living farther north from taking the bus because they do not want to drive all the way to Sandy to then get on a crowded bus. I know Utah is set on installing the gondola, but when the busses run they get consistently by the public. Even though this is not a glamorous solution by any means, but if you give the buses another chance I am sure the public will utilize the service. Therefore, I urge you to increase the pay of our bus drivers and reintroduce the 953 route this winter.</p>
106	<p>This is specifically for the 674 bus from the odgen area towards Powder Mountian later in the day for those that want a safe commute to the resort later in the day during the week for night riding which is open till 9pm. I wanted to suggest that next year if possible to get a 674 bus that runs at 5:30 towards Powder Mountian. I feel like last year the bus that went up for night riding was to early for people to catch since most people get off work at 5 so a 5:30 bus would allow people to get off work and catch it. The reason it is a good idea specifically for this route is because Powder Mountian has night riding until 9pm and having this bus take people up at this time will benefit people that want to ride during the week after work. I know there are lots of people that would benefit from this route at this later time. I have spoke with Powder Mountian and they are taking this suggestion into consideration but mentioned I should reach out to you also. Thanks for your consideration.</p>
107	<p>It would be a great help to have the 39 bus route increased to every 15 min.</p>

108	<p>During February of this year, UTA introduced the 2A and 2B service. It was a hit among my peers, however the need for double the usual number of drivers made it impossible to implement long term. I propose a compromise: Keep the 2A as it was (10-15 minute service), and scrap the 2B. It adds a number of nearby stops for students at south campus. It also improves the safety of students as we have a number of night classes at those buildings (and the U of U has poor night safety) The 2B can also be brought back for major events (E.X. the likely upcoming Winter Olympics). The trip around campus only adds a small amount of time. Other busses already serve the hospital stop, including the BSB-U hospital, travelling a long 200 S anyway! Point is: please bring back the 2A.</p>
109	<p>There is not really anything that goes to the Cedar Hills/Highland/Alpine area, except for the 807. Overall I like WHERE the 807 route goes, however, it has a really strange schedule. It only runs every hour, for the most part. And it only runs a little in the morning and afternoon. I wish that it ran more often, and ran earlier and later both ways.</p> <p>I use the bus to get to UCAS from my house in Cedar Hills. It works semi well, sometimes I have to wait a really long time to get on the bus, but at least it gets me there. However, I have had quite a few situations where it didn't work. Sometimes I get out of school earlier, so I have to wait a couple hours for the bus, or when there was a late start because of the snow, I couldn't get there. And if I have to stay after school for something, like a club, if it goes too late, my mom has to pick me up.</p>
110	<p>My son uses the 807 route to get to school, it runs on a very strange schedule. If he does not need to get to school as early, I have to take him, or if he gets out earlier, or if he has to stay for a club, I have to pick him up. It also only runs every hour, I worry a lot when I know he is just standing there for a long time waiting for the bus.</p> <p>I also have to drive him to go to his friends house, which I of course am more than happy to do, but if the bus route was better, I wouldn't need to do so. I guess it's a good thing Jason will be able to drive in a year and a half, but that's still a while.</p>
111	<p>Hi there :) so I was wondering about if you guys would figure out a way to expand the route for the UTA on demand micro transit service that would travel from Bluffdale, Draper, Riverton, etc to West Jordan, West Valley City, Taylorsville, etc?</p> <p>I'm wondering if you can add some more UTA on demand pick up/drop off signs like for example putting one in front of my home or something like that:) Thanks</p>
112	<p>My comment is actually about what is not in the proposed changes. You are aware that Route 209, especially at night, has been controversial because of the lack of riders. I recommend using smaller buses during the late night and early morning runs to minimize the noise through the residential areas. It also seems like they would be more fuel efficient and help reduce costs.</p>
113	<p>Many would benefit from a ski bus that went later in the season, even if it isn't as frequent. I've talked to a couple people who won't be able to make it up to the canyons because the ski bus stops on April 15th</p>
114	<p>We live by the neighborhood Walmart, where there is a very large growing population, but we have limited to no bus service in this area. We would love to see a bus take people to the major areas of SF and to the bus stop that has the express to UVU.</p>
115	<p>Frontrunner needs to run on Sundays, so people that work Sundays can use the train too.</p>

116	Service on Frontrunner needs to be more often and especially on Sundays. I notice that when there are events and LDS conferences, there is service, but not at other times. There are so many who would use it if it ran in sundays, even if only every three hours! I prefer taking transit, but can never do it on the weekends because there is no service on Sundays.
117	625 needs to run later and go back to every 30 minutes up to Polk every time
118	<p>It would be great if you could increase bus frequency instead of cutting it like you did this winter. Part of the reason people don't like to take the bus is because you have to wait as many full busses go by. One time I rode the bus this year it took 4 buses to go by that were completely full before the 5th bus we got on had standing room only. And keep in mind we waiting over an hour and a half for those buses as well. If they ran every 10 minutes, like the buses in park city, then it would alleviate the buses being full and I imagine more people would be likely to take them. But when it's every 30 minutes, and you are planning to have to wait for 30-60 minutes just to get on them, it's not a very attractive option.</p> <p>It would be great to add more locations in the valley to get picked up for the ski bus. If I already have to drive 20 minutes to a park and ride, then it's a lot more convenient to just drive up the canyon for 40-50 minutes than rather wait at the park and ride for an empty bus.</p>
119	I would love if the TRAX were 24-7, or at least the red line running later. It would also be nice if the TRAX ran every 10 minutes instead of every 15.
120	I ride bus 223. I really don't like how the seating on all the buses I've seen has been changed so all seats face the center of the bus, and there are no longer rows of seats two across. It makes rides more uncomfortable. It pushes all the passengers closer together because there are fewer seats. In addition, even during rush hour, there aren't so many people riding on the bus that there needs to be the amount of standing room that has been created by this change. Please consider adding more seats back.
121	<p>Turn the route into a circular route instead of a loop. Instead of it turning around and going the other way, have it continue west along University Parkway on it's way to Orem Central Station. Have a bus going the other direction as well.</p> <p>I live very near the UVX Main Street Station and I would like to be able to shop at Winco in Orem without having to use a car. The 862 bus stops right next to Winco but it doesn't stop very close to my home.</p>
122	<p>I'm a healthy 81 years old and currently have use of only one arm, a painful hip and back condition, memory problems, poor hearing and sight. Social Security is my only income, and public transportation is my only travel option. I live alone in a Sr Housing complex in the Northwest part of Salt Lake City serviced by the #1 which is usually on detour. The paper maps are hard to come by and difficult for me to read and plan trips which usually take 3 transfers.</p> <p>When I call UTA to plan trips, many times I get wrong information. I have trouble using Apps and computers. Routes that were helpful to me when I first moved to the northwest side of town (2021) have been taken away (217 and 591 {or was it 519?}). The "On Demand" covers too small of an area and doesn't work at all for me to go where I need to go and be on time.</p> <p>What other public transportation services are available in Salt Lake City?</p>

123	<p>7th East, Redwood, Foothill, and State Street all need their own dedicated bus lane, and if they can't get one, at least some bus route that travels with much higher frequency.</p> <p>Foothill has very limited service, as well as state.</p> <p>All above mentioned roads would benefit from a dedicated bus lane.</p> <p>Trax would also greatly benefit from a route from the airport to the university of utah, as well as an 8 minute frequency for bus 2 during peak times.</p> <p>Adding a line from the airport to the university would be a great addition.</p> <p>The rail tracks are already in place, all you have to do is just add a line from the airport to the U.</p> <p>Not only would it then give a route from the university to more of downtown, but also another route to the airport.</p> <p>Also, adding more frequency on the 2 bus would be so beneficial. The bus is constantly packed and during the All-Star weekend when the 2 bus ran every 8 minutes it was so much better.</p> <p>Please add higher frequency to the 2, and add more routes to existing trax routes.</p> <p>I would much rather see higher frequency and better routing, than things such as free fare.</p> <p>Also State Street, 7th E, and Redwood, needs to have like a dedicated bus and possible bus lane that only goes up and down those roads. Since there isn't any trax lines for any of those roads there should at minimum be a dedicated bus route for those roads.</p>
124	<p>Soy un usuario frecuente de esta ruta y en verdad si me afectaría el cambio y desaparición de esta ruta, deben siempre pensar en el beneficio de los ciudadanos de ogden, agradeceré tomen en consideración mantener esta ruta. [English translation for analysis coding: I am a frequent user of this route and in truth if the change and disappearance of this route would affect me, you should always think about the benefit of the citizens of ogden, I would appreciate it if you take into consideration maintaining this route.]</p>
125	<p>Having been in public transport in multiple cities, I can say that UTA Trax is the worst! Can't even keep trains on time for multiple days in a row. Mechanical issues happen WAY too often. And, rarely, updates about delays. One company that is depended on way too much for it to care about any of it.</p>
126	<p>Hello! I love UTA! You are helping all of us, thank you! Please consider 1 earlier morning train from Provo on Saturdays during DST/Lagoon Season. There are a number of employees driving up from Utah County. Thank you!</p>
127	<p>On Sundays, the Red Line Trax should have 2 cars instead of 1. It's always very crowded, and there's usually not enough seating for everyone.</p>
128	<p>We need longer trains or more trains at peak hours, they get crowded to unsafe levels.</p>
129	<p>As a commuter from Sandy Civic Center station to SLCC-Miller, I'd appreciate that the F202 continue to service Sandy Civic Center. I'd rather enjoy the 5min. ride from that particular TRAX station than starting out at Fashion Place West and spending more time getting to SLCC-Miller. I do not see how terminating at a Frontrunner station is going to bring in more riders than that of connecting the Red Line with the Blue Line. Doesn't the F514 already service South Jordan Frontrunner station? Make the F514 follow the F202's proposed route, instead.</p>

130	<p>It's a long shot but is there a way to maybe have a bus either 551 or 451 to run every hour or so. As most of us work at Salt Lake City Amazon and Ubers are getting extremely expensive especially when the winter storm hit. Like back in February I had to pay over 130+ dollars from Amazon back to Taylorsville as that's where I live. 130+ dollars is a nearly 2 months of bus ride for me. If you can please look into this even if it runs every hour I mean it would make a huge difference.</p>
131	<p>While the dream of a FrontRunner line down to central/southern Utah is a long ways away, here are two improvements for those of us in the other half of the state.</p> <ol style="list-style-type: none"> <li>1. Run on Sundays. I regularly take weekend trips to northern Utah like many people in my community. I would LOVE to park at the southern most station and take public trans for the rest of trip. I rarely can because if I do I won't be able to get back to my car on Sunday. For weekenders, 99% of the time we are traveling south on Sundays. Without FrontRunner running on Sundays it just isn't possible to use public trans in this way.</li> <li>2. Either relocate train stations into more walkable areas or improve the infrastructure around the current locations to be more walkable. I recently took UTA from the SLC airport to the Clearfield stop on FrontRunner. I needed to get to a nearby hospital. While the hospital was in walking distance there was literally no way for me to get there on foot safely. Took a rideshare instead.</li> </ol>
132	<p>Need 217 bus service up/down redwood road in north salt lake. Or at the VERY least, UTA on demand available Saturday AND Sunday.</p>
133	<p>Regards to the 209: I am finding that with the new 5 year plan, you may increase the number of buses on the weekend. The buses will run every 15 minutes on Saturday and every half hour on Sunday. Can't we at least have a quiet weekend!!! You may have 2 people at most on the buses on the weekend. Otherwise, they are ghost buses. The 209 engines are so loud, I can hear them in my backyard when I am gardening. The intercom announcement of the bus stop at 9th and I street is heard at my house, which is 4 houses down from the street! I dread the warmer weather. I used to sleep with my windows open, but with a loud bus every 15 minutes I had a hard time getting a restful sleep last fall. The early and late buses during weekdays from 4 am to 7 am only about 1 passenger is using the buses. In the evening from 9pm to midnight on average less than one passenger is on the bus. Is there really a need for buses before 6 am and after 9 pm?!</p>
134	<p>Run the front runner on Sunday!!!! Even if it was just every few hours I would ride it almost every week from Provo to woods cross and I know many who would too. So many of my friends in Provo have expressed this same perspective to me. I love the front runner and have used it often and regularly in my time as a student living in Provo with family in Davis, salt lake, and Utah counties.</p>
135	<p>I work in Roy and 640 takes me but I have to get to stop #629201. I also sometimes have to take 455 to Farmington but it's more difficult now. Since the two bus stops Harrison Blvd @ 3225 &amp; 3210 are the only ones in the area that take buses other that 640. Could we get a temporary one for other routes? Thank you :)</p>
136	<p>Will the 902 39 meet each other at Meadowbrook trax station and will the frontrunner goin to st George and the trax to lehi</p>

137	<p>It's not on your list, but the 8/2022 cancellation of UTA routes 3 and 6 and extension of UTA 209 and UTA 232 into the Avenues needs urgent reconsideration as many problems have emerged since the change. Most of these issues were unanticipated when first under review. 1)Cancellation of popular UTA 6 has disconnected many Avenues residents from the University of Utah, our biggest employer 2)Cancellation of UTA 3 has reduced frequency along 3rd Avenue from 30 minutes to 1 hour 3)Most troubling, the extension of UTA 209 into the Avenues, has produced many unforeseen problems while carrying very few passengers according to UTA stats. The 40-foot, 28,000 lb Gillig buses--with a maximum rated "gradeability" of 8% at 25 mph--struggle to negotiate grades that reach 11.3% which causes them to be extremely loud and polluting in the quiet residential neighborhood. The 20 hour, 4 am to midnight schedule is seriously disrupting. Until the change, no buses plied the Avenues after 9pm.</p> <p>The main destination for Avenues residents is the University of Utah and University Medical Center where many of us work and study. Cancellation of UTA that was a favorite connector and addition of UTA 209 which does not serve the university has diminished our service. F11 and UTA 232 are not suitable replacements for the lost service. UTA 209, a good route that logically serves entertainment and shopping areas (Fashion Place, Sugar House, Nine by Nine and Downtown) is a very poor fit for the sleepy avenues. I'm confident that most residents, if polled, would say that our service was greatly diminished by the 8/22 changes that appear jerry-rigged logistical solutions to UTA's inability to hire and retain drivers, although the UTA administration appears top-heavy with \$100,000 a year administrators who were just voted a 7 % raise and 11% increase in benefits.</p>
138	<p>Currently I'm taking 902 bus to Park city, it would be great if you can add another unit that stops or departures from Murray or MillCreek Stations. So, we do not have to go to downtown.</p>
139	<p>Since the extension of the Route 209 into the Avenues neighborhood residents along the Route 209--particularly on L Street where the uphill grade is steepest-- have complained that the straining, high revving diesel buses rattle their homes and disturb their sleep. UTA data shows the buses have few passengers in the pre-dawn and late night hours, often averaging less than one. Some residents have recorded bus noise in their homes at over 75 decibels which, according to the CDC, is louder than a washing machine running in the same room. Subjecting citizens to this noise level intermittently, on a 15 -30 minute interval, from 4:30 in the morning to 12:30 the following morning is cruel, and should be curtailed. That UTA has failed to heed the plight of these citizens and made no move to change the situation is abusive of the public trust.</p>
140	<p>I use route 202 to get to and from work please don't change it.</p>
141	<p>Hello</p> <p>I want to comment on green line schedule for August. The way I read the new proposed schedule is that Saturday trains will run every 15 minutes, but no mention of Sundays. I work every Sunday, and i miss the 4:57 PM train by about five minutes. Leaving a little earlier to make this train is not an option because my store closes at 5:00.</p> <p>I have to wait almost a half hour for the next train. Please consider scheduling the Sunday train every 15 minutes as well as the Saturday train. If all day 15 minutes is not a possibility, how about during peak times for people going to, and coming home from work?</p> <p>Thank you</p>

142	<p>Dear UTA,</p> <p>I have a general recommendation for a new UTA bus route that taps into Orem's and Vineyard's potential. I have CC'd Orem and Vineyard officials who should consider and advocate for this route.</p> <p>Sharon is an underserved, relatively lower income and higher density neighborhood in Orem, especially the apartments around Main St and 700 N where I live. The closest transit access is the 850 Bus along State Street. That is a good route, but it does not provide adequate access to the neighboring communities. It's also a half-mile walk.</p> <p>No bus routes along 800 N in Orem is a travesty, since the road is lined with high-density housing in several adjacent small neighborhoods. There needs to be at least one bus that utilizes that road, connecting Sharon with Vineyard, a 3-mile gap - too long to walk but could be easily crossed with a short bus ride. Better access to services along the way like Winco and Timpanogos Regional Hospital would tremendously benefit the folks in Sharon who need access to those places.</p> <p>Vineyard is a great up-and-coming community that is just out of reach from Orem neighbors by a lack of transit.</p> <p>Finally, there is no good way to get from Sharon and other North-East Orem neighborhoods to the South-West Orem Central Station, Walmart, or Utah Valley University via transit. The best option at this time is 850 south to University Place, and then Westbound on 830X UVX. But that requires an inconvenient connection on a dangerous road for pedestrians.</p> <p>This route would benefit Orem and Vineyard residents with access to affordable groceries, parks, and commuting access to Salt Lake City. This would benefit UVU students living outside the immediate vicinity of campus. This would expedite economic development in Vineyard by removing the large industrial barrier to folks in Orem who do not drive. This would make the Orem Public Library more accessible. This gives Orem residents access to the beautiful parks and Utah Lake in Vineyard.</p> <p>I recommend UTA does a rapid study and implements a route similar to my rendering. Attached are a map of said route and google earth location files of the route and services that would benefit from the increased access.</p>
143	<p>Hi; To clarify my comment regarding the F570, that I'm kind of sorry it's not going to the Fashion Place West Station: Actually, it is no big deal; it would have been a little more convenient for certain, fairly rare trips, but that's all. I can work around it okay.</p> <p>I am glad overall for the changes coming up. Thanks for the webinar!</p>

144	<p>Hello,</p> <p>I strongly support:</p> <ul style="list-style-type: none"> <li>• extending the Green line hours past midnight and even until 1:00 am</li> <li>• starting running the Green line at 4:00 am.</li> <li>• increasing frequency of the Green line on weekends to every 15 mins.</li> </ul> <p>I live in downtown Salt Lake City and I travel through the SLC airport frequently. There have been many times where my flight has landed just after that last Green line has left the airport and I have had to pay surge charging on Uber to get home at 11:30 pm. Or, the Green line doesn't run frequent enough for me to use it to get to the airport on weekends.</p> <p>I work with tour operators in Salt Lake City professionally and I know that SLC commerce would benefit greatly from more frequent and extended TRAX to and from the airport. And I think it should be free for anyone with a boarding pass. It sends a clear message to visitors that we welcome them to leave the airport and to explore our city.</p> <p>Thank you!</p>
145	<p>Hi.</p> <p>This is a comment for Change Day</p> <p>The 209 chugs up our street - L street - every 15 min. - but the bus is mostly EMPTY. Please consider changing this to a vehicle that is more appropriate for the passenger load / the neighborhood / and the environment. Every single time the bus goes by, my front windows shake.</p> <p>How about a PASSENGER VAN?</p> <p>Thank you.</p>
146	<p>You know people work here in Salt Lake and they come from Ogden at night to work. They got to be to work at a certain time I heard that you guys are cutting Ogden services in half. Is that true?</p>
149	<p>Customer called in to request why the F453 does not go into Tooele in the am hours. Customer also wants to know why UTA does not have frequent service in Tooele. Customer states that the Route F453 went the wrong way and headed Eastbound to Salt Lake from The Benson Grist Mill @ 9:45. Customer said that the operator of the F453 told him that the F453 does not go into Tooele. Customer states that what is listed on the UTA website is in correct and we need to get that fixed.</p>

150	<p>New route 209 has had continuous negative impact on our property at 535 9th Ave since inception August 2022. Change was vigorously opposed by residents at the Sweet library meeting and continues to be opposed currently. My house was built in 1903 as were most other homes on this stretch of 9th Ave. These old homes were simply never built to withstand the constant stress of huge inner city buses rumbling by for 20 hours a day. Our bed shakes literally as badly as it did when the recent earthquake hit last year. I was in bed then and it literally feels the same. Windows rattle and all this 60 times a day. My family has NEVER gotten used to the noise which is of industrial strength proportions. It makes enjoying our beautiful yard impossible. Every time a bus passes I look at ridership. I have never seen more than 2 people on a bus at most during all times of the day and most are completely empty-EMPTY. They are well known in Salt Lake as "ghost buses" and for good reason. There are NO businesses in the Avenues except LDS hospital and Smith's grocery complex (on 6th Ave). If you ran a small business and data showed that the product line you were offering was simply not selling and every month you lost money you would quickly adjust your services or go out of business. There is simply not significant ridership on this route to continue a bad money losing decision that punishes the residents that very clearly oppose this route. The old route on 11th Ave was wider, had designated bicycle lanes and ran huge behemoth buses along much more modern and better constructed homes. Though 9th Ave is not in the designated formal historical home district it should be considered as a protected heritage site in this city due to its age. The grade on Virginia street is also gentler and much more accessible and safe in winter. This route 209 was a bad and unpopular decision in the first place and should be discontinued in favor of the old 11th Ave route.</p>
151	<p>Customer wanted to file a comment that he wishes that we would change back to every 15 minutes on routes like the 47 and wants the know that route 218 to be more of every 15 or even every 30 minutes. Wants this to take effect for August change day.</p>
152	<p>The customer would like to leave a suggestion. She says she would like to see Sunday FrontRunner service when there is a Mormon Conference.</p>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Capital Services Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction  
Kyle Stockley, Manager of Capital Vehicles

**TITLE:**

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**Contract: Head End Power Training Module (Wabtec Transportation Systems, LLC)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Authorize the Executive Director to execute a contract and associated distributions with Wabtec Transportation Systems, LLC to purchase the Head End Power (HEP) Training Module for the not-to-exceed amount of \$847,175.

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**BACKGROUND:**

Maintenance Training has put together the commuter rail maintenance training program. They are starting to assemble the necessary equipment to provide training. This procurement will procure the HEP training equipment.

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**DISCUSSION:**

One piece of the commuter rail training program is to train employees on how to maintain HEP systems. The HEP is the electrical power distribution system on commuter rail passenger vehicles. The HEP power source at the front or 'head' of a train is located at the rear of the locomotive which provides the electricity used for heating, lighting, electrical and other power needs.

This procurement will be done on a sole source basis as approved by the UTA Sole Source Review Committee. This particular Wabtec training module will uniquely replicate the exact power systems and support modules used on UTA's locomotives.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Wabtec Transportation Systems, LLC
<b>Contract Number:</b>	22-03660
<b>Base Contract Effective Dates:</b>	5/22/2023
<b>Extended Contract Dates:</b>	2/28/2024
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$ 847,175
<b>Procurement Method:</b>	Sole Source
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**ALTERNATIVES:**

If we do not procure the training module, training UTA employees would be inefficient due to the availability of the proper training aids. The only alternative is to train using the equipment located on the locomotive. There are two problems with this.

1. The locomotives are not readily available for training. The vehicles are either in service or undergoing maintenance.
  2. If the locomotives were available, there is not adequate space to perform the training. The HEP is in the rear of the locomotive compartment and not accessible for training.
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**FISCAL IMPACT:**

This expense is included in the 2023-2027 Capital Plan

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**ATTACHMENTS:**

- 1) Contract

## **GOODS AND SERVICES SUPPLY AGREEMENT**

### **UTA CONTRACT #22-03660BM Head End Power (HEP) Training Module**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Wabtec Transportation Systems, LLC, a Delaware Corporation (the “Contractor”).

#### **RECITALS**

WHEREAS, on November 16, 2022, UTA approved a Sole Source request for this procurement. This procurement is for the Head End Power Training Module for the Commuter Rail Locomotives and all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) as expressly defined in Exhibit A (the “Work”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the present Contract, including Exhibit A (as subsequently amended through negotiation by the parties); and

WHEREAS, the Budgetary HEP Training Module Proposal, date October 24, 2022, submitted by the Contractor in response to the SOLE SOURCE (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services and/or the Work, and UTA is willing to purchase the Goods and Services, according to the terms, conditions and specifications of the Contract.

#### **AGREEMENT**

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

#### **1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

- (a) Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract), pursuant to 1(b) below.
- (b) For avoidance of doubt, this Contract and the sale of the Goods and Services are contingent upon Contractor’s commercially reasonable ability, to procure a CAT Tier 3 engine, and the associated availability and lead-time.

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract. Contractor shall complete manufacturing of all Goods and perform all Services no later than February 28, 2024, subject to 1(b) above. This estimated completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
  2. Contractor's Proposal dated October 24, 2022 including, without limitation, all federal certifications (as applicable);
  3. UTA's SOLE SOURCE including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. This UTA Contract #22-03660BM, including all attachments.
2. Contractor's Proposal including proposed terms or conditions.

Any contractor proposed term or condition, other than those listed above, which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and

environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall, at the Contractor's discretion, be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, but not less than thirty (30) days, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA. In addition, it is the express understanding of the Parties that any examination, inspection and/or audit provided for under the Contract shall be conducted in such a way as to neither delay the Contractor's work unduly nor cause the Contractor to disclose any sensitive and/or confidential information, such as but not limited to personal information of the Contractor's employees, and any cost or margin information forming the basis for stated prices of Contractor's Goods and/or Services.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after delivery of all Goods. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address proven non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## 9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions contained in the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract (the "Warranty Period", Contractor shall at its own expense and at its option promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements, provided such Goods and Services are that of the Contractor or provided by the Contractor to UTA.
- d. If Contractor fails to make any repair within thirty (30) days, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense but at UTA's sole risk, provided such expense is commercially reasonable. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the reasonable and substantiated cost of any warranty repair, replacement or re-performance self-performed by UTA.

- e. The warranties and remedies are conditioned upon: (i) proper storage, installation, use, operation, and maintenance of the Goods; (ii) UTA keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Contractor access to those records; and (iii) modification of Goods or Services only as authorized by Contractor in writing. Contractor's obligations under this Section 9 shall not apply to: (a) normal wear and tear; (b) any off the shelf consumer goods that may be incorporated into the Goods; (c) any Goods that is normally consumed in operation; (d) any Goods that has a normal life inherently shorter than the Warranty Period; (e) any Goods that has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure. In the event UTA uses non-Contractor parts or non-Contractor approved repairs, then any damage to, failure of, or performance degradation of the Goods or Services indirectly or directly resulting from the use of such parts or repairs, shall not be warranted by Contractor.
- f. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.
- g. . Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

#### 10. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, in whole or in part, to the extent caused as the direct result of the Contractor's negligent act or omission, willful misconduct or strict liability or of any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the acts or omissions of UTA or the Indemnitees. Except for liability arising under this GENERAL INDEMNIFICATION CLAUSE, , the total liability of the Contractor, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to this Contract, or its performance or breach, shall not exceed the price paid by UTA under this Contract for Goods and/or Services. In no circumstances shall the Contractor be liable for any special, indirect or consequential damages of any nature whatsoever.

#### 11. **INSURANCE REQUIREMENTS**

## Standard Insurance Requirements

The insurance requirements herein are requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability of those Stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements.

### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

## Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
  - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been provided by the Contractor to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. F.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 12. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
- d. This Section 13 shall not apply to and Contractor shall have no obligation or liability with respect to any patent infringement claim based upon: (i) any Goods that is manufactured, or Service performed, that is customized to UTA's design or specification; (ii) the combined use of any Goods or with any other apparatus or material; (iii) the use of any Goods or Service furnished hereunder to the extent that the infringement claim is based upon a modification to the Goods or Service that was made by UTA (or UTA's employees, agents, contractors or subcontractors); or (iv) the failure of UTA to implement any update provided by Contractor that would have prevented the claim. As to any Goods, Service

or use described in the preceding sentence, Contractor assumes no liability whatsoever for patent infringement or the unauthorized use of Goods or Services, including, without limitation, a breach of the provisions of the Contract.

13. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws. For the avoidance of doubt, Subcontractor shall mean a party appointed by Contractor specifically for this Contract and that takes a substantial portion of the Contract's scope of work from Contractor. For the avoidance of doubt, Subcontractor shall not include Contractor's suppliers and/or vendors, including but not limited to vendors and/or suppliers of general suppliers of standard commercial supplies or raw materials.

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company.

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents, within a reasonable period of time, for which such effort shall be reimbursed by UTA. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, except for assignment within Wabtec Corporation, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

18. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents, within a reasonable period of time, for which such effort shall be reimbursed by UTA. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the work called for by this Contract, for a maximum period of thirty (30) days. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the work covered by the order during the period of work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume work as mutually agreed to in writing by the parties hereto.
- c. If the Suspension of work causes an increase in Contractor's cost or time to perform the work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

In the event UTA is unable to continue the Contract as a result of state and/or federal appropriations issues that could not have not been mitigated by UTA, then

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces,
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. .

**c. FOR CONTRACTOR'S INABILITY TO PROCURE A CAT TIER 3 ENGINE**

As stated under Section 1b. above, it is the express understanding of the Parties, and UTA agrees, that Contractor's performance under this Contract is subject to its ability to procure a CAT Tier 3 Engine from third party vendors and/or suppliers. In the event that Contractor is unable, despite reasonable efforts, to procure and secure the said CAT Tier 3 Engine by March 31<sup>st</sup>, 2023 or by a later date mutually agreed between the Parties, the present Contract shall automatically terminate without triggering any liability whatsoever for any Party. As a result, UTA shall not be entitled to claim against Contractor any kind of damages, indemnity or compensation whatsoever for the termination resulting from Contractor's inability to procure a CAT Tier 3 Engine.

**d. CONTRACTOR'S POST TERMINATION OBLIGATIONS** : Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process, to be provided by Contractor to UTA as part of the Scope of Work. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

Upon receipt of a Change Order, Contractor shall promptly submit to UTA a report indicating (a) the technical feasibility of such changes, and, where applicable, (b) a quotation stipulating the estimated price for the implementation of the required changes, and (c) the revised delivery date of the Goods and/or Service, as modified. If UTA and Contractor reach agreement on the proposal after good faith negotiation, , it shall inform Contractor in writing and Contractor shall proceed with the said changes.

- b. A change in the Work may only be directed by UTA through a written Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor may, as it deems necessary and/or from time to time, make engineering or specification changes with respect to the Goods and Services. If the engineering or specification change does not constitute a material change in form, fit or function, Contractor is authorized to deliver the Goods and Services, as changed or modified, with notice to UTA. If the engineering or specification change constitutes a material change in form, fit or function, Contractor must first receive concurrence from UTA and, if applicable, the parties shall negotiate an equitable adjustment in the price and delivery of the Goods and Services. Contractor shall proceed with work unaffected by the proposed change order during completion of such negotiation.
- d. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
  1. The date, circumstances, and source of the change; and
  2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change.

- e. In the event of any engineering or specification change required due to a change in applicable laws, rules and/or regulation that results in increased cost, expense, liability or risk to Contractor, Contractor shall be entitled to reasonable adjustments in price and delivery timing of the Goods and Services to compensate and accommodate Contractor for such increased obligations. In the event the parties fail

to mutually agree to such reasonable adjustments, either party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.

f. Changes in applicable laws, rules and regulations resulting in increased cost, expense, liability or risk to Contractor shall only be implemented subject to the Parties negotiating an adjustment in price and delivery of the Products and Services to compensate Contractor for such increased obligations. Contractor's performance obligations with respect to the Products and Services affected by such changes shall be suspended for a period of time equal to the time necessary for the Parties to mutually agree to such price and delivery adjustment. In the event the Parties fail to agree to such equitable adjustment, either Party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.

g. As soon as commercially practicable, but in no event longer than thirty (30) days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

## 23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration, provided cost and margin information shall not be provided for audit or inspection. provided such information is a) held by UTA as strictly confidential commercial information of Contractor, b) accessed to and used by those with a need to know for the exclusive purpose of except for correcting any amounts improperly charged pursuant to the Contract's pricing structure, and c) not subject to further disclosure, and not to be used for any other purpose. Copies of requested records shall be furnished to UTA or designated audit parties upon request.

## 24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by either party without consent in writing from the disclosing party ("Disclosing Party").

- a. It is hereby agreed that the following information is not considered to be confidential: Information that (a) is or becomes generally available to the public other than from disclosure by the receiving party (“Receiving Party”), its representatives or its Affiliates; (b) is or becomes available to the Receiving Party or its representatives or affiliates on a non- confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation with respect to such information; (c) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (d) is required to be disclosed by law, a valid legal process or a government agency; or (e) is approved for disclosure in writing by an authorized representative of the Disclosing Party.
- c. Receiving Party may disclose confidential information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides disclosing party with written notice of the discovery request such that the disclosing party is able to seek a protective order or other appropriate remedy and cooperates with the disclosing party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the receiving party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding, the Parties acknowledge that as an instrumentality of the State of Utah, UTA is obligated to abide by the disclosure requirements of the Utah Government Records Management Act.

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Stockley, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3048.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA’s Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with

respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**29. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority  
 ATTN: Vicki Woodward  
 669 West 200 South  
 Salt Lake City, UT 84101  
[vwoodward@rideuta.com](mailto:vwoodward@rideuta.com)

If to Contractor:

Wabtec Company  
 ATTN: Jake Jacobsen  
 30 Isabella Street  
 Pittsburgh, PA 15212  
[jjacobsen@wabtec.com](mailto:jjacobsen@wabtec.com)

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

**30. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract.
- b. Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- c. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- d. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- e. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director/Contractor Equivalent	Five calendar days
UTA's Chief Officer/Contractor Equivalent	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a state or federal court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, each party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God, epidemic, pandemic, compliance with mandatory health mandates, strikes and/or war which are beyond that party's reasonable control. Either party may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

**WABTEC CORPORATION:**

By:  
Jay Fox  
Executive Director

Date:

DocuSigned by:  
*Robert Mulvin*  
E851C94807C142F...  
Robert Mulvin  
VP - Services  
Fed ID#83-0543909

Date: 5/4/2023

By:  
Mary DeLoretto  
Chief Service Development Officer

Approved as to Content and Form by

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...  
Mike Bell, AAG State of Utah

Date: 5/3/2023

Reviewed & Recommended by

Date:

Kyle Stockley  
Project Manager

## **Exhibit A**

Wabtec will deliver the HEP CIP to UTA Salt Lake City, Utah, USA.

The HEP will be mounted to a structure that is representative of the locomotive.

The major assemblies within the HEP:

- a. 2024401 HEP Skid Equipped
- b. 2030007 HEP Contactor Cabinet
- c. 2032613 HEP Relay Cabinet Equipped
- d. 2024412 HEP Hatch Arrangement

The HEP cooling hatch will be representative of the locomotive, with approximately two feet of additional height and sufficiently supported.

The HEP wiring will be representative of the locomotive wiring schematic and compartment lighting.

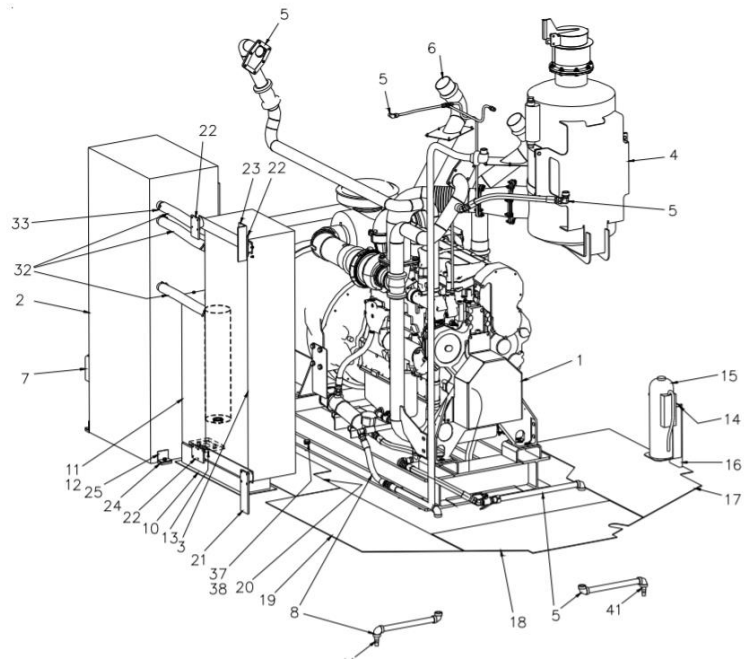
The HEP will consist of the necessary provisions to allow connection of the HEP to an external load box.

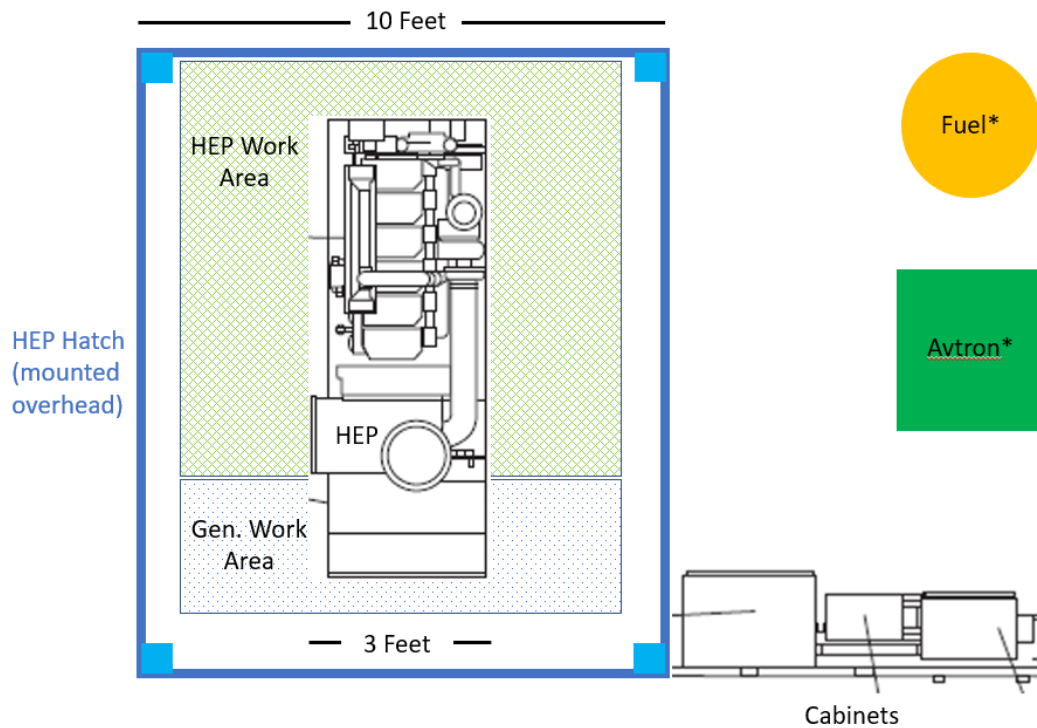
The HEP subcomponents that make up the assembly can be lifted from overhead or forklift as operations deems appropriate.

## **Part 1 – HEP Training Module Project Specific Information**

### **1.01 Overview**

- A. UTA currently operates 18 Motive Power Incorporated (MPI) MP36PH-3C locomotives on its FrontRunner commuter rail system. UTA is looking to retain a Contractor to provide all labor and materials necessary to construct a HEP training module that is representative of the actual HEP systems installed in these MP36PH-3C locomotives.
- B. The HEP training module shall utilize the same materials as that of the locomotive and be constructed such that it mimics the actual HEP compartment of the locomotive as much as practical.





(Proposed Layout)

## 1.02 General

1. This specification covers the scope of work and material requirements for the construction of a HEP training module. This training module shall be a fully functioning replica of the HEP system as installed on the MP36PH-3C locomotive.
2. The Contractor shall be responsible for the acquisition of all materials required for the completion of the HEP training module.
  - a. All materials shall be new.
3. All work performed on the HEP training module shall be in accordance with all the Contractor's Quality Assurance Manuals.
4. The Contractor shall be responsible for all shipping expenses. UTA will help to provide the unloading at the Salt Lake City, Utah facility during regular business days and hours.

### 1.03 Scope of Work

1) The following prescriptive requirements shall be included in the Contractors work procedures.

1. The HEP skid shall be mounted to a structure that mimics the underframe of the locomotive and sufficiently supports the weight of the components mounted to it.
  - a. Provisions shall be included for the complete draining of all fluids from the engine and cooling systems.
2. The following part numbers should be used to assemble the major assemblies within the HEP training module:

2024401	HEP Skid Equipped
2030007	HEP Contactor Cabinet
2032613	HEP Relay Cabinet Equipped
2024412	HEP Hatch Arrangement
3. The HEP cooling hatch shall be the same configuration as on the locomotive and sufficiently supported at all four corners to carry the weight and support of the HEP cooling hatch.
  - a. Cross bracing may be utilized to stiffen the structure if needed.
  - b. The walls shall be left open rather than the composite panels used on the locomotive.
4. All wiring shall comply with the appropriate wiring schematic of the UTA locomotives and be the same type and size as on the locomotive.
5. HEP training module shall have compartment lighting the same as on the locomotive.
6. Provision shall be made on one of the exterior walls to allow connection of the HEP generator to an external load box for system loading simulations.
7. Provisions to lift the HEP training module from both overhead and utilizing a forklift from the frame shall be incorporated.

**Exhibit B**

**FEE FOR GOODS SERVICES AND PAYMENT SCHEDULE**

The contract will be for a Not to Exceed (NTE) price amount of \$847,175.00. The entire amount due shall be invoiced after delivery and acceptance of the HEP Training Module. Contractor shall be reimbursed for reasonable and allowable costs, overhead and profit on a time and materials basis up to the NTE amount. Supporting documentation for all invoiced amounts shall be provided and approved by the UTA Project Manager.

Payment terms: 30 days after day of invoice. Invoicing will occur when the HEP Training Module is completed, and title will transfer upon UTA receiving the Module at UTA facility in Utah.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jesse Rogers, Bus Vehicle Procurement Proj Mgr

**TITLE:**

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**Contract:** Toyota Sienna Minivans for Rideshare (Tony Divino Toyota)

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve purchase of 20 Vanpool vehicles and associated disbursements to Tony Divino Toyota in the amount of \$707,584.

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**BACKGROUND:**

The vanpool vans being replaced have a minimum of 125k miles and are 4+ years old, although most vans are closer to 8-12 years old on average.

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**DISCUSSION:**

This purchase order is for replacement Rideshare vans for UTA's Rideshare service. The requisition includes twenty (20) eight-passenger minivans at an estimated \$35,380 each. These vans will be procured using an existing State of Utah contract.

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**CONTRACT SUMMARY:**

**Contractor Name:** Tony Divino Toyota (State Contract)  
**Contract Number:** State Contract # MA3796, UTA PO 16974  
**Base Contract Effective Dates:** State Contract current thru 9/30/26, vehicles ship as soon as possible

<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$707,584
<b>Procurement Method:</b>	State Cooperative Contract
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**ALTERNATIVES:**

Defer replacements to future budget year.

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**FISCAL IMPACT:**

This project is included in the 2023-2027 Capital Plan

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**ATTACHMENTS:**

PO 16974

Link to State Contract MA3796 - <https://statecontracts.utah.gov/Contract/Details/MA3796-Vehicles%7Cf39b0c4c-f619-431e-a183-5550135adda>

<b>TONY DIVINO TOYOTA</b> <b>777 W. RIVERDALE RD</b> <b>RIVERDALE UT 84405-3714</b>				PURCHASE ORDER NUMBER		OG		16974	
				PO Number Must Appear On All Invoices And Shipments					
SEND INVOICE TO: <b>AP@RIDEUTA.COM</b> 669 W 200 S SLC, UT 84101		SHIP TO: <b>ATTENTION: RECEIVING</b> 3600 S 700 W Salt Lake City UT 84119		Utah Transit Authority		VENDOR NUMBER		PO DATE	
				An Equal Opportunity Employer		1259350		1/5/2023	
BUYER Burton, Amanda		ORDER TAKEN BY *		BUYER 801-287-3008 www.rideuta.com		ORDER TAKEN BY		FOB	
						PAGE NUMBER		1 of 1	

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 707,583.80      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011512	1/5/23	20 EA	40-6232.68912	Toyota Sienna Hybrid minivan	35379.1900	707,583.80

Contract # MA3796

DocuSigned by:  
  
 95BA4837E388436...  
 TONY DIVINO TOYOTA  
 4/25/2023

DocuSigned by:  
  
 70E33A415BA44F6...  
 Utah Assistant Attorney General  
 4/25/2023

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/24/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Dave Hancock, Director of Capital Development  
Travis Colledge, UTA Project Manager

**TITLE:**

---

**Contract: Funding Agreement for Provo Pedestrian Bridge TIGER Program Project (Utah Department of Transportation)**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve the Funding Agreement regarding the Provo Pedestrian Bridge (under the TIGER grant Program of Projects), authorize UTA's Executive Director to execute the agreement, and authorize the receipt of \$1,100,000 in Transit Transportation Investment Funds (TTIF).

---

**BACKGROUND:**

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. In April of 2018 an RFP was issued for construction manager/general contractor services, following which a contract was executed with Granite Construction Company for phase 1 pre-construction services. Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite.

One of the TIGER projects is a pedestrian bridge in Provo. The Utah Department of Transportation (UDOT) has selected the Provo Pedestrian Bridge to receive 1,100,000 from the TTIF. The subject agreement:

- Authorizes the transfer of \$1,100,000 of funds from UDOT to UTA;
- Requires expenditure of provided funds on the Provo Pedestrian Bridge;
- Requires expenditure of matching non-state funds of \$733,333 on the Provo Pedestrian Bridge;

Necessitates project reporting to UDOT.

---

**DISCUSSION:**

This Board agenda item is dealing specifically with the TTIF funding agreement from UDOT in the amount of 1,100,000. This request is to officially receive the funding from UDOT already awarded and accounted for in the TIGER program but not yet transferred to the project.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Utah Department of Transportation
<b>Contract Number:</b>	23-P00256
<b>Base Contract Effective Dates:</b>	May 25, 2023 - May 25, 2024
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,100,000
<b>Procurement Method:</b>	N/A
<b>Budget Authority:</b>	5-year Capital Plan

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**ALTERNATIVES:**

Without these funds, UTA would need to find alternative funding sources to complete the Provo pedestrian bridge or default on their obligation to complete construction.

---

**FISCAL IMPACT:**

This funding agreement authorizes the transfer of \$1,100,000 of funds from UDOT to UTA. This request is to officially receive the funding from UDOT already awarded and accounted for in the TIGER program but not yet transferred to the project. Ownership of this pedestrian bridge will transfer to the city once the project is completed, and the bill of sale is issued. The required match amount is already included in the existing project budget.

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**ATTACHMENTS:**

Contract

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Project #: F-3044(1)1  
 UDOT PIN: 16996  
 UDOT CONTRACT #:  
 UDOT TRACKING #:  
 UTA Contract #: 23-P00256

## **TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT**

This Transit Transportation Investment Program Funds ("TTIF") Cooperative Agreement (the "Agreement") is entered to be effective as of \_\_\_\_\_, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Utah Transit Authority ("the Agency"), a Utah political subdivision of the State of Utah. UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

### **RECITALS**

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested the project that is described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01 on February 25th, 2022.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

**Project Description: UDOT, in partnership with the City of Provo and UTA, will construct a pedestrian bridge that crosses the UPRR and UTA Frontrunner tracks to the Provo Intermodal Station, in the vicinity of 100 W.**

The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT's Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT's award to the Agency. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project's approved scope of



work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work

2. Local Match Amount and Payment Schedule. The Agency commits to fund a local match amount of \$733,333 in order to receive the eligible Program fund amount of \$1,100,000.00 for the Project (the "Program Funds"). UDOT will deliver the Program Funds to the Agency in Lump sum payment payment(s). Lump sum payments will be paid no later than sixty (60) days after the effective date of this Agreement. The Agency must apply Program Funds and matching funds on a pro-rata basis (40% Agency/60% UDOT) to expenses within the approved Project scope of work as they are paid. Upon UDOT's request, the Agency will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

Fund	Prior	FY 2023	FY 2024	Total	State Aid	Other	Percent
Local Match	\$0	\$733,333	\$0	\$733,333	\$0	\$733,333	40%
ST_TTIF	\$0	\$1,100,000	\$0	\$1,100,000	\$1,100,000	\$0	60%
Total	\$0	\$1,833,333	\$0	1,833,333	\$0	\$733,333	100%

The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

3. Progress & Final Report. The Agency will submit to UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
- A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site.
  - B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure).

Upon completion of the Project, the Agency will submit a brief one (1)-page final report and shall include the following:

- A. A brief description of the completed Project.
  - B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
  - C. Photos, exhibits, or videos of the completed Project.
4. Additional Information. The Agency will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The



- Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.
5. Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).
  6. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.
  7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the Agency decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata (40% Agency/60% UDOT), and the Agency shall return to UDOT the unexpended pro-rata portion (40% Agency/60% UDOT) of the Program Funds within sixty (60) days (with or without request by UDOT).
  8. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.
  9. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of one (1) year unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the one (1) year, if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT the unexpended pro-rata portion (40% Agency/60% UDOT) of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.
  10. Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations



conducted by UDOT. If the Agency does not remedy the breach stated in UDOT’s written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.

11. The Agency’s Compliance. The Agency hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124

12. Miscellaneous.

- A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT                  4501 South 2700 West                  Box 143600                  Salt Lake City, UT 84114                  Attention: _____</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT)                  4501 South 2700 West                  Box 143600                  Salt Lake City, UT 84114</p>	<p>To Agency:</p> <p>Utah Transit Authority (UTA)                  669 West 200 South                  Salt Lake City, UT 84101                  Attention: Travis Colledge</p>
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- B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- C. No part of this Agreement may be waived, whether by a party’s failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party’s prior



written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

**(Signature Page to Follow)**



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

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Title: Region Project Manager, Tyrel Edwards

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

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: UDOT Region Director, Rob Clayton

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

**UTAH COMPTROLLER'S OFFICE**


By: \_\_\_\_\_  
Title: Contract Administrator,

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

**Utah Transit Authority**

By: \_\_\_\_\_  
Chief Development Officer: Mary DeLoretto

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

By:  \_\_\_\_\_  
Approve to Form M. Bell

Date: 4/17/2023 \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director: Jay Fox

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

Attest (Recorder):  
\_\_\_\_\_



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer

**TITLE:**

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**Change Order: Rewards and Recognition Program Modification No. 4 - Contract Extension (Motivosity)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve Modification No. 4 to the contract with Motivosity and authorize the Executive Director to execute the contract and associated disbursements in the amount of \$85,995, with the understanding that the (currently undefined) costs for May 2024 - December 2024 will require future board approval.

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**BACKGROUND:**

In 2017 UTA procured a software program to create opportunity for peer-to-peer rewards and recognition across the administrative departments at UTA. UTA secured a contract with Motivosity to provide the software. In 2019, Motivosity also added an employee priorities and coaching tool that is used as part of the performance management system for administrative employees. The original Motivosity contract did not require board approval but has been modified several times since its execution and now requires approval of the board.

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**DISCUSSION:**

UTA is in the process of procuring a new People Suite to consolidate people focused technology solutions. This RFP will go out in Quarter 3 of 2023. UTA plans to extend the contract with Motivosity to continue using the provided tools while we procure and implement the new People Suite. If a peer-to-peer rewards and recognition tool and/or performance management tool is not included in a new People Suite, UTA will put out an RFP for these tools in advance of the December 31, 2024 expiration date.

Note: This approval action only includes the contract value for the May 2023 - April 2024 period (\$85,995).

Once the value of the contract period from May 2024 - December 2024 is determined, that value will require budget verification and board approval.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Motivosity, Inc.
<b>Contract Number:</b>	17-2471TP-4
<b>Base Contract Effective Dates:</b>	5/1/2018
<b>Extended Contract Dates:</b>	5/1/2023 - 12/31/2024
<b>Existing Contract Value:</b>	\$349,341
<b>Amendment Amount:</b>	\$85,995
<b>New/Total Contract Value:</b>	\$435,336
<b>Procurement Method:</b>	Original procurement by RFP, subsequent modifications by Sole Source
<b>Budget Authority:</b>	2023 Operating Budget

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**ALTERNATIVES:**

Discontinue the use of the Motivosity Rewards and Recognition platform

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**FISCAL IMPACT:**

The funds for this contract are programmed in the 2023 operational budget.

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**ATTACHMENTS:**

Motivosity extension through December 31, 2024

Original Contract

May 8, 2023

Motivosity, Inc.

[matt.dorius@motivosity.com](mailto:matt.dorius@motivosity.com)

SENT VIA E-MAIL ONLY

**RE: Contract 17-2471TP Rewards and Recognition**

**Contract Modification No. 4**

Dear Mr. Dorius,

The purpose of this letter is to modify the current Goods Supply Agreement (“Agreement”) between Motivosity, Inc. (contractor) and Utah Transit Authority (UTA), dated May 1, 2018 (UTA Contract Number 17-2471TP). This letter is to increase the contract by \$85,995.00 as referenced in Exhibit A and extend this contract to December 31, 2024. An additional to be determined amount will be notified to UTA before May 1, 2024.

This amendment will bring the new total contract value not- to-exceed \$ 435,336.70.

All other terms and conditions of this contract shall continue in full force and effect.

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

UTAH TRANSIT AUTHORITY

Motivosity, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jay Fox  
Executive Director

DocuSigned by:  
*Matt Dorius* Date: 5/11/2023  
CC7B40385D07449...  
Matt Dorius  
CFO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kimberly Shanklin  
Chief People Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann Green-Barton  
Director Total Rewards

Approved as to form and content  
DocuSigned by:  
*Tim Merrill* 5/11/2023  
56A03BC7C491482...  
Tim Merrill  
Attorney General  
UTA Counsel





## Exhibit A

Whereas Motivosity, Inc. (“Motivosity”), and Utah Transit Authority (“Subscriber”) (collectively “Parties”) entered into a previous agreement and sales order dated 5/1/2018 for software services including subsequent renewals and amendments (“Agreement”).

The Parties agree to amend the Agreement as follows

The subscription dates for the 2023 renewal shall start on 5/1/2023 and end on 12/31/2024. Subscriber shall receive access to Motivosity's Recognize, Lead, and Listen products for an annual per user price of \$91 invoiced as follows:

5/1/2023: \$85,995 for 945 employees for 5/1/2023 - 4/30/2024 plus applicable true-up fees through 4/30/2023.

5/1/2024: \$91 multiplied by the greater of a) 945 or b) 5/1/2024 UTA user count within Motivosity plus applicable true-up fees for additional users through 4/30/2024.

All other terms and provisions of the Agreement remain unchanged.

Motivosity, Inc.

Signature: *Matt Dorius*

Name: Matt Dorius

Title: CFO

Date: 04 / 17 / 2023

Subscriber

Signature:

Name: Kim Shanklin

Title: Chief People Officer

Date:

### **Motivosity, Inc.**

[www.motivosity.com](http://www.motivosity.com)

[sales@motivosity.com](mailto:sales@motivosity.com)

1633 West Innovation Way, Suite 150, Lehi, UT 84043

(801) 758-7188



## Service Agreement

UTA Contract: 17-2471TP

THIS AGREEMENT is made as of the date of 5/1/2018 <sup>tmp</sup> ~~2/15/18~~ between Motivosity, Inc.,

("Motivosity") a Delaware corporation and, Utah Transit Authority (the "Subscriber" ) a company with a principal place of business at 669 West 200 South, Salt Lake City, UT 84015.

### BACKGROUND

Motivosity has developed and is the sole and exclusive owner of a web-based system for the delivery of an employee recognition and engagement program (the "Service" ).

The Subscriber desires to engage Motivosity for purposes of obtaining benefits for employees of the Subscriber (collectively, the "Users" ) under the Program on a non-exclusive basis.

Subject to the following terms and conditions and in mutual consideration of the promises made between the parties as contained in this Agreement (the "Agreement"), the parties agree as follows:

### 1. TERM OF AGREEMENT

- 1.1 The initial term of this Agreement shall commence as of the date of this Agreement and expire on the 1<sup>st</sup> anniversary date of this Agreement. The initial User count will be 855 priced at \$36 per user per year. At the time of any subsequent renewal, the per user price per year will be updated to reflect then-current standard per user pricing.
- 1.2 Motivosity offers a six-month money-back guarantee to new Subscribers. Within six months of the date of this Agreement, the Subscriber may terminate this Agreement for a full refund. Motivosity will then issue the refund as a check payment within 60 days of written termination as long as all of the following conditions are met:



# Service Agreement

UTA Contract: 17-2471TP

1.2.1. The Subscriber has entered the full number of Users into the Service indicated by this Agreement and activated the Service for them for a period of at least two consecutive months.

1.2.2. The Subscriber has enabled peer-to-peer recognition amounts of at least \$5/month for a minimum of two consecutive months during the time that the Users are active in the system.

1.2.3. The Subscriber has enabled digital gift card purchasing in the Service in a way that Users will have access to digital gift card purchasing for at least two consecutive months.

## 2. FEES, PAYMENT TERMS, AND TAX

2.1 **Fees.** All fees payable by the Subscriber to Motivosity in relation to the purchase of the Motivosity product for use by Users under the Service are due and payable according to section 1.1

2.2 **Renewal.** Subscriber will be invoiced thirty (30) days prior to the Renewal Term. Payment of the invoice will constitute a renewal of this agreement for one year. Failure to pay within twenty (20) days of the anniversary date of this contract will constitute a termination of this agreement. Subscriber may terminate this agreement any time upon written notification. In the event of termination, Subscriber agrees that any True-up Fee as explained below will still be paid. Each Renewal Term invoice will have fees comprised of two components; the annual renewal fee and the true-up fee which will be calculated as follows:

2.2.1. **Renewal Fee** – will be calculated by multiplying current number of active users in Motivosity by the then current per-user annual fee

2.2.2. **True-up Fee** – The true-up fee is the sum of pro-rated individual user fees that are over the last pre-paid number of Users. This is calculated by first obtaining the User count change (X) and then finding the X most recently added Users for the company. The true-up fee is then calculated by summing the pro-rated annual fee for each of those Users.

*As an example of how the true-up fee works, Company A started its Subscription with 100 Users at \$36/User on Jan 1. On April 1, Company A adds 40 Users (for a total of 140). On July 1, Company A adds another 20 Users (for*

## Service Agreement

*a total of 160). On December 1, Company A deletes 30 Users (for a total of 130). At renewal time, Company A will have 130 Users. To calculate the true-up, Motivosity will find the 30 most-recently created Users. 10 of those Users were created on April 1 and 20 of those Users were created on July 1. 10 Users have a true up fee of \$27.02 per user, which is equal to  $\$36/365 \times 274$  (the number of days in use). 20 Users have a true-up of \$18.04 per user, which is equal to  $\$36/365 \times 183$  (the number of days in use). The total true-up fee in this example is \$631. If the number of users decreases, Motivosity will issue a credit upon written request prior to the next renewal.*

- 2.3 Payments.** Motivosity reserves the right to suspend or terminate this Agreement and Subscriber's access to the Service if Subscriber is delinquent and remains delinquent more than twenty (20) days after Motivosity notifies Subscriber in writing of such delinquency. Undisputed amounts are subject to interest charges of 1% per month on any outstanding undisputed balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Subscriber will continue to be charged for Users during any period of suspension. Upon termination of this Agreement for any reason other than default by Motivosity or the activation of the six-month money back guarantee by the Subscriber, Subscriber will be obligated to pay the balance of undisputed amounts computed in accordance with this section 2 and shall not be entitled to receive any pro-rata refund. Subscriber agrees and acknowledges that Motivosity has no obligation to retain Subscriber data and that such Subscriber data may be irretrievably deleted if Subscriber's account becomes delinquent.
- 2.4 Sales Tax.** Motivosity has its headquarters in Orem Utah and in Utah, the Service is taxable. For Utah Subscribers, Motivosity will add the current Utah State + Local taxes to the invoice unless presented with a Utah State Sales and Use Tax Exemption number. Motivosity has no current nexus-creating activities in other states. For out-of-state Subscribers, Motivosity will not collect sales taxes with the following understanding:
- 2.4.1. Subscribers are responsible for declaring their own use taxes with their state agencies according to their local laws

## Service Agreement

2.4.2. Several states are presenting changes to laws regarding economic nexus. Some of these changes may have retro-active impact on whether Motivosity should have collected sales tax or should be collecting sales tax in the future

2.4.3. If Motivosity becomes liable for past uncollected sales tax in other states, Subscriber agrees to pay Motivosity the portion of those taxes attributable to its fees for the Service

**2.5 Digital Gift Cards.** Motivosity partners with Tango Card to provide digital gift cards as part of the rewards component of the Service. By enabling the digital rewards in the Service, Subscriber authorizes an Admin or Admins who will be authorized to set up and manage reward funding options for the company. Deposits made by Subscriber are used to fund digital gift card purchases made by Users. The deposits may be made in one of the following ways:

2.5.1. **ACH Push Transfer.** In this case, the Subscriber transmits funds for digital rewards via ACH directly to Motivosity. Banking information will be provided on request.

2.5.2. **ACH Pull Transfer.** In this case, the authorized Admin enters the appropriate bank routing and account numbers into the Service interface and defines the rules (if any) that control how ACH Transfers will happen. Motivosity does not store banking information, but rather a bank authorization token provided by the ACH service.

2.5.3. **Credit Card Deposit.** In this case, the authorized Admin registers a credit card for funding the digital rewards. This card registration interface is part of the Service. A convenience fee of 3.5% will be added to deposits made by credit card. Motivosity does not store credit card information, but rather a card authorization token provided by the card processing service.

### 3. TERMS OF SERVICE

3.1 **Ownership.** The Subscriber expressly acknowledges that Motivosity is the sole and exclusive owner of all intellectual and industrial property rights in and to the Service, all related supporting software, and all registered and/or unregistered copyright, trademark, trade name, patent and design rights relating thereto.

## Service Agreement

- 3.2 **Subscriber Must Have Internet Access.** In order to use the Service, Subscriber must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Subscriber must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.
- 3.3 **Accuracy of Subscriber's Registration Information.** Subscriber agrees to provide accurate, current and complete information ("Registration Data") about Subscriber in gaining access to the Service. Subscriber acknowledges and agrees that if Subscriber provides information that is intentionally inaccurate, not current or incomplete in a material way, or Motivosity has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete in a material way, Motivosity has the right to suspend or terminate Subscriber's account either (i) without notice, if Motivosity believes the Subscriber poses a threat of fraud or a data security threat or (ii) as provided in this Agreement but only after first providing Subscriber with written notice of such alleged information failure and provides Subscriber with no less than ten (10) days to cure such information
- 3.4 **Passwords, Access, And Notification.** Subscriber will be responsible for the confidentiality and use of Subscriber's (including its employees') passwords and user names. Motivosity will maintain and keep confidential and not disclose to any third party or person any of Subscriber or User' s passwords and user names.
- 3.5 **Product Updates.** Motivosity is a platform that is being actively developed. Updates, enhancements, and upgrades are usually deployed during a maintenance window that is either Friday night between 10pm and 12:00am (midnight) MST or Saturday night between 10pm and 12:00am (midnight). Motivosity has no obligation to notify Subscriber of upgrades, fixes, or enhancements as they happen. Motivosity will broadcast information about feature changes, additions, and enhancements to its customer base periodically. Motivosity may change the Service or features of the Service, to Subscribers or to Users generally, or to create or change usage limits for the

## Service Agreement

Service. However, Motivosity will not remove material functionality of the services without thirty (30) days advanced written notice to Subscriber.

**3.6 Data Management.** Motivosity's policies and platform are designed to protect customer data from loss or interception. The application platform is hosted on Amazon AWS. Motivosity uses the tools available through AWS to provide redundancy, scalability, and security including multiple database copies made daily, use of a web application firewall, use of load balancing and data routing rules for secure access to data only by the application itself. Subscriber understands that the technical processing and transmission of Subscriber's electronic communications is fundamentally necessary to Subscriber's use of the Service. Subscriber agrees that Motivosity is not responsible for any electronic communications and/or Subscriber data which are lost, altered, intercepted or stored without authorization during the transmission or storage of any data whatsoever across networks not owned and/or operated by Motivosity unless due to gross negligence or willful misconduct of Motivosity.

**3.7 Subscriber Content.**

3.7.1. Some areas of the Service allow Subscriber to post content such as data and other content or information (any such materials a Subscriber submits, posts, displays, or otherwise makes available on the Service "Subscriber Content"). Subscriber retains ownership of Subscriber Content.

3.7.2. In connection with Subscriber Content, Subscriber affirms, represents and warrants that the Subscriber Content and Motivosity's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights. Motivosity takes no responsibility and assumes no liability for any Subscriber Content that Subscriber or any other Subscriber, User or third party posts or sends over the Service. Subscriber shall be solely responsible for its Subscriber Content. If Subscriber is deemed to be abusive or outside of normal application usage, Motivosity shall notify Subscriber of such and request a remedy. If Subscriber fails to address the request within the requested timeframe, Motivosity retains the right, in its sole discretion, to delete or remove any Subscriber Content with or without notice.

## Service Agreement

### 3.8 Proprietary Rights.

3.8.1. Subscriber acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information of Motivosity that is protected by applicable intellectual property and other laws.

3.8.2. Motivosity retains all right, title and interest in its data, information and intellectual property rights, and nothing in this Agreement is intended to transfer or diminish such rights. The parties further acknowledge and agree that as between the parties, Motivosity owns all right, title, and interest in the Service and the Motivosity Technology and underlying software and proprietary and intellectual property rights therein. The use by Subscriber of any of these rights is authorized only for the Service and upon expiration or termination of this Agreement for any reason such authorization will cease.

3.9 **Service Rules.** Subscriber agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to Motivosity servers than a human can reasonably produce in the same period of time by using a conventional on-line web; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) attempting to intentionally upload invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting Subscriber' s affiliation with a person or entity, conducting fraud, hiding or attempting to hide Subscriber' s identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any

## Service Agreement

technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures Motivosity uses to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

- 3.10 **Violations.** If, in Motivosity's sole and reasonable determination, Subscriber violates any material provision of this Agreement, Motivosity may permanently or temporarily terminate or suspend Subscriber access to the Service upon notice without liability. Motivosity will attempt to notify Subscriber of any such violation and to allow time for a remedy unless the violation poses a threat either to Motivosity or the data integrity of its Subscribers. Upon termination for any reason, Subscriber continues to be bound by this Agreement.

#### 4. USER GRANTS

- 4.1 Subject to timely payment of fees, Motivosity grants to Subscriber and its Users a non-exclusive, non-transferable right and User to use and access the software for the administration and fulfillment of the Service in strict compliance with the terms and conditions of this Agreement solely for Subscriber's internal business purposes and in compliance with applicable law. Subscriber is responsible for all activities conducted by its Participants and for its Participants' compliance with this Agreement. Subscriber shall not: (i) resell, sublicense, lease, time-share or otherwise make the Service available to any third party other than its Participants, (ii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, Service, (iii) modify, copy or create derivative works based on the Service, (iv) reverse engineer the Service, (v) access the Service for purposes of building a competitive product or service or copying its features or user interface, (vi) frame or mirror any content forming part of the Service other than on the Motivosity web site.

#### 5. PUBLICITY RIGHTS

## Service Agreement

- 5.1 Subscriber grants Motivosity the right to include the Subscriber as a customer in Motivosity's promotional material. Subscriber can opt to have their name excluded from such use by Motivosity except as agreed to in writing on a case-by-case basis by providing a sufficiently detailed email request regarding the same to [sales@motivosity.com](mailto:sales@motivosity.com). The subject line in such email should be entitled "Non-use of Subscriber Name."

### 6. SERVICE LEVELS

- 6.1 **Uptime.** Motivosity warrants that it shall maintain application uptime of no less than 99.9% of the time during each calendar quarter, excluding Motivosity web site downtime for regularly scheduled maintenance (see Product Updates) and internet unavailability and downtime of the Amazon AWS North Virginia facilities. Should Motivosity fail to achieve 99.9% uptime in each of two consecutive calendar quarters ( "Service Level Failure" ), Subscriber may elect to terminate this Agreement per Section 1 of this Agreement. The Subscriber acknowledges that the Motivosity website may become temporarily unavailable from time to time in order to update and/or conduct routine maintenance relating to the same in accordance with section 3.6. Motivosity will provide as much written notice as possible to the Subscriber should Motivosity become aware that the Service will become temporarily unavailable.
- 6.2 **Defects.** Motivosity will use all commercially reasonable efforts to correct all application defects as a matter of top priority and to roll those out to customers at least as frequently as the weekly maintenance window described in section 3.6.

### 7. CONFIDENTIALITY

- 7.1 Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are marked as confidential or proprietary, or if disclosed verbally, reduced to writing and marked confidential within thirty (30) days after the date of disclosure ("Confidential Information").

## Service Agreement

Confidential Information will also include the Service and documentation and any new product or service information. Subscriber Confidential information includes Subscriber's Users and respective User names and passwords. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is the subject of a written permission to disclose provided by the disclosing party; (vi) is disclosed in response to a valid order of a court or other governmental body or any political subdivision thereof in the jurisdiction in which the confidential information is required to be disclosed; provided, however, that the receiving party shall first have given notice to the disclosing party and shall, at disclosing party's cost and expense, cooperate with disclosing party's efforts, if any, to obtain a protective order requiring that the Confidential Information be limited or if so disclosed be used only for which the order was issued; or (vii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Access to the Confidential Information is limited to employees and agents of the receiving party who have a legitimate "need to know" the information for their performance of this Agreement, who have been advised of the confidential nature thereof and who have agreed in writing, as a condition of employment, engagement or otherwise, to protect the Confidential Information with terms no less than are imposed by this Agreement. Notwithstanding the above, Motivosity may use aggregate, non-specific or identifiable Subscriber and/or User information to measure general Service usage patterns and characteristics of its user base, and may include such

## Service Agreement

aggregate information about its audience in promotional materials or reports to third parties. This aggregate information will not reference names, phone numbers, email addresses, or other personally identifiable information, and it is not traceable to a specific recipient or user email address. Motivosity may assign its rights in this Agreement to any third party as it determines in its absolute discretion.

- 7.2 Motivosity' s privacy policy is set forth as indicated on the website at <http://www.motivosity.com/legal/privacy.html>. Motivosity reserves the right to change the policy and terms from time to time and post such changes at the above site locations. The parties agree that they will comply with all applicable privacy and data protection laws and regulations. Subscriber will not give any data to Motivosity containing personal information unless the owner of the data has specifically authorized Subscriber to do so. Any personal information that Subscriber provides in connection with this Agreement will be used and protected according to Motivosity' s privacy policy. Subscriber hereby consents to Motivosity' s transfer of limited data which describes award issuance to a third party service provider solely for the purposes of fulfilling its obligations to provide Services hereunder.

### **8. LIMITATIONS ON LIABILITY**

- 8.1 IN NO EVENT WILL EITHER PARTY' S AGGREGATE LIABILITY TO THE OTHER UNDER ANY CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY SUBSCRIBER TO MOTIVOSITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT RESULTING IN SUCH CLAIMS. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS, AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

## Service Agreement

### 9. INDEMNIFICATION

9.1 Motivosity (the "Indemnifying Party" ) will defend, indemnify and hold harmless the Subscriber (the "Indemnified Party" ), and the respective directors, officers, employees and agents of the Indemnified Party, from and against any and all third party claims and any costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) which are awarded by a court of final jurisdiction and which are arising out of the Indemnifying Party' s infringement of a third party' s intellectual property rights. The obligations to defend and provide indemnification under this section are subject to the following conditions: (i) the party claiming indemnification shall promptly notify the Indemnifying Party having the duty of indemnification in writing of any indemnifiable claim or action for which indemnification is sought (provided that any failure to so notify shall not limit the indemnifying Party' s indemnification obligation except if and to the extent such failure materially prejudiced the Indemnifying Party' s ability to defend against any claim, suit or other proceeding), (ii) the Indemnifying Party shall, at its option, have sole control of the defence of any such claim or action and all negotiations for any settlement or compromise, provided that the party seeking indemnification shall have the right to provide for its own, separate defence at its own cost and expense. The Indemnifying Party will not, except with the prior written consent of the Indemnified Party, consent to the entry of any judgement or enter into any settlement which does not include, as an unconditional term thereof, the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect thereof. The parties agree to cooperate in good faith in the defence or settlement of any such demand, claim or suit. If use of the Service is permanently enjoined as the result of an infringement claim, Indemnifying Party will, in its sole discretion and expense, procure for Subscriber the right to continue using such Service, replace such Service with non-infringing product, modify such Service so that it is no longer infringing, or, if each of the foregoing is commercially unreasonable or unduly burdensome, Indemnifying Party shall refund to Indemnified Party the pro-rated remainder of fees paid by Subscriber. THE FOREGOING STATES THE

## Service Agreement

PARTIES SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

### 10. REPRESENTATIONS & WARRANTIES

10.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Motivosity represents and warrants that it will use commercially reasonable efforts to provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and substantially in accordance with the online Motivosity help documentation under normal use and circumstances. Subscriber represents and warrants that Subscriber has not provided any false information to gain access to the Service and that billing information is correct.

**11. DISCLAIMER OF WARRANTIES - MOTIVOSITY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT THEREIN OR GENERATED THEREWITH. MOTIVOSITY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED EXCEPT AS PROVIDED IN THIS AGREEMENT, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICE AND ALL CONTENT IS PROVIDED TO**

## Service Agreement

SUBSCRIBER STRICTLY ON AN "AS IS" BASIS; ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY MOTIVOSITY AND ITS LICENSORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### 12. GENERAL PROVISIONS

12.1 **Notice.** Any notice required to be given hereunder shall be deemed to have been properly given if (a) delivered personally, (b) sent by prepaid courier service or (c) transmitted by facsimile or electronic mail as follows:

Attention: Scott Johnson, CEO

Email: [scott@motivosity.com](mailto:scott@motivosity.com)

Address: 51 West University Parkway, Orem Ut 84058

Attention: Nancy Malecker

Email: [nmalecker@rideuta.com](mailto:nmalecker@rideuta.com)

Address: 669 W. 200 S. Salt Lake City, UT 84101

12.2 If delivered personally or sent via prepaid courier service, shall be deemed to have been received on the date of such personal or courier delivery or (ii) if delivered via electronic mail transmission, shall be deemed to have been received on the actual date of such transmission as evidenced by written receipt of transmission obtained by the sender of such transmission. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this Agreement.

12.3 The parties agree that any obligation to pay any fees due and unpaid prior to termination shall survive the termination of this Agreement until fully performed.

## Service Agreement

- 12.4 Notwithstanding anything to the contrary, Sections 7, 8, 9, 11 and 12 shall survive termination of this Agreement for any reason.
- 12.5 The failure of either party to require the performance of any term or condition of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent enforcement of any such term or any other term nor shall it be deemed a waiver of any subsequent breach.
- 12.6 Either party may be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party (including, without limitation, any events such as an Act of God, war, strike, supplier inventory shortage, flood, embargo, revolution or similar circumstances beyond the reasonable control of such party) and provided that such party shall be required to act diligently following the completion of such delay.
- 12.7 This Agreement is governed by the laws of Utah, USA and the parties irrevocably and unconditionally submit to the jurisdiction of the courts of The State of Utah, USA. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written, shall apply in lieu of the terms or conditions in any Subscriber purchase order or other order documentation (all such terms or conditions shall be null and void), and there are no other agreements, representations, warranties, or commitments which may be relied upon by either party. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party. If a court of competent jurisdiction finds any provision hereof invalid or unenforceable, that provision will either be amended to achieve as nearly as possible the intent of the parties, or if amendment is not possible the

## Service Agreement

offending provision shall be deemed struck, and the remainder of this Agreement will remain in full force and effect. The captions and headings in this Agreement are for convenience only and shall not affect the construction and interpretation of any provision of this Agreement. This Agreement may be executed by an original or electronic signature from a duly authorized person of the respective parties and be in two or counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 12.8 No modification to the Agreement shall be effective unless it is in writing and signed by each party.

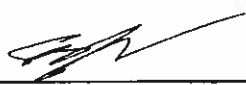


# Service Agreement

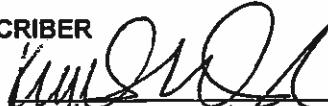
12.9 **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed as of the date first written above.


## Signature Page


### MOTIVOSITY, INC.

By:   
 Name: Scott Johnson  
 Title: CEO  
 Date: 2/15/18

### SUBSCRIBER

By:   
 Name: Kim S. Wilbur  
 Title: Chief People Officer  
 Date: 2-9-18

By:   
 Name: DIRECTOR OF TOTAL REWARD  
 Title: NANCY MULFORD  
 Date: 2-8-18

Approved as to Form:  


UTA Legal Counsel



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 5/24/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Dean Hansen, Systems Engineering Manager

**TITLE:**

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**Change Order: On-Call Systems Maintenance Contract Task Order #23-005 - Brake Cut-Out Valve Monitoring (Rocky Mountain Systems Services)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

**RECOMMENDATION:**

Approve task order #23-005 (Brake Cut-out Valve Monitoring) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of \$1,419,326.

**BACKGROUND:**

On February 24, 2021 the UTA Board of Trustees approved contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. The contract was fully executed on March 2, 2021. On November 18, 2022, UTA executed change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025. The original contract value was estimated at \$15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to \$30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations
- Inspection, connection, repair, of traffic signals

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**DISCUSSION:**

UTA is requesting approval of task order #23-005 with RMSS. The Federal Railroad Administration issued Safety Advisory 2021-01, titled "Positive Train Control Interface Design Issue with Locomotive and Cab Car Braking Systems". The safety concern is that the Positive Train Control system will not brake if the operator manually cuts the pilot valve (also known as cut-out valve). This task order is for the design, installation, testing, and training of Track Driver extra monitoring and reporting when the system is bypassed. It also procures the necessary equipment as identified in proposal 52598-069:

- Pressure switches
- Programmable Logic Controllers (PLC's) and software
- Onboard air systems, terminal boards, breakers
- Spare parts, etc.

UTA will also implement standard operating procedures if the pilot brake valve is cut.

UTA has also elected to execute Option 1 from the contractor proposal to monitor additional onboard functions. This will aid in efforts related to federally mandated Positive Train Control reporting, data analysis of onboard systems, and the migration of the "No Code Proceed" function into the new UTA radio system.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	20-03382-23-005
<b>Base Contract Effective Dates:</b>	March 2, 2021, through December 31, 2023
<b>Extended Contract Dates:</b>	through December 31, 2025
<b>Existing Contract Value:</b>	\$19,138,528
<b>Amendment Amount:</b>	\$1,419,326
<b>New/Total Contract Value:</b>	\$20,557,854
<b>Procurement Method:</b>	RFP best value modification
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**ALTERNATIVES:**

Disapprove task order. UTA will fail to mitigate Safety Advisory 2021-01 as required by the Federal Railroad Administration.

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**FISCAL IMPACT:**

This expense is included in the 2023-2027 Capital Plan.

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**ATTACHMENTS:**

Task Order #23-005 documents.

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**TASK ORDER NO. 23-005**

**TASK ORDER NAME: Brake Cut-Out Valve**

**PROJECT CODE: SGR-403**

This is Task Order #23-005 to the On-Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24<sup>th</sup>, 2021.

This Task Order is part of the On-Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #23-005 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is February 28, 2024. The Final Acceptance Date for this Task is October 31, 2024.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$1,419,326. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

Task Order #23-005 is anticipated to receive federal assistance funds, which requires the application of the Federal Clauses appended as Exhibit D to the On-Call Maintenance Contract. The UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal of Race Neutral for this Task Order. The contractor will submit any applicable DBE participation forms at completion of this Task Order.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

INSERT CONTRACTOR NAME:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$200,000

DocuSigned by:  
By: Dan Meservey  
EEBD0B44A1004CA...

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. Date  
< 200,000

Date: 4/21/2023

By: \_\_\_\_\_  
Jared Scarbrough, Director of Capital Construction Date  
< \$75,000

By: \_\_\_\_\_  
Dean Hansen, Project Manager Date  
< \$25,000

DocuSigned by:  
Mike Bell 4/21/2023  
Legal Review Date  
70E33A415BA44F6...

Procurement Review Date



March 13<sup>th</sup>, 2023

RMSS-52598-069

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

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Pilot Brake Cutout Bypass Mitigation

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for onboard and back-office upgrades that are required for the mitigation of a potential safety hazard as identified by the FRA in the *"Safety Advisory 2021-01 – Positive Train Control Interface Design Issue with Locomotive and Cab Car Braking Systems"*. The Safety Advisory details an identified interface design issue that allows a train crewmember to circumvent a Positive Train Control (PTC) enforcement by manually cutting out the pilot valve/brake stand, prior to the PTC system initiating the brakes. Due to this Safety Advisory, RMSS has been tasked with assisting UTA in developing and implementing a mitigation strategy for this issue.

Our lump sum price for the base scope of this proposal is **\$1,122,046.00**

The base scope of work covered in this proposal is as follows:

In order to address the safety advisory, UTA has decided to proceed with design, installation, and testing required to provide remote TDX monitoring and alarming when an active locomotive or cab car pilot cut-off valve is placed in "out" or "cut-out". The status information will be transmitted to TDX via the new Radwin Fiber in Motion system currently being tested and deployed by UTA across the FrontRunner fleet of vehicles. The TDX Control Office dispatch system will be upgraded to provide notification to the dispatcher and event logging for each time the pilot brake valve is cutout. Additionally, UTA will develop and implement disciplinary action for all instances that the pilot brake valve is cutout to bypass enforcement of the PTC system.

#### System Design

RMSS will update the following system-level design documents as follows:

- System Description Document
  - RMSS will generate a System Description Document (SDD) of necessary requirements that will:
    - Specify Pressure Switch and Setpoints to monitor the 53-pipe pressure
    - Specify any additional PLC inputs needed to determine active status of Cab or Locomotive, No Code Proceed (NCP), Penalty Brake Application, and ATC Cutout



- Specify Onboard (Cab Car or Locomotive) PLC hardware configuration
- Specify number of working and spare inputs/outputs for onboard PLC
- Describe onboard PLC logic and unique vehicle identifier
- Specify Cab Car/Locomotive interface for PLC power
- Specify Cab Car/Locomotive interface to UTA provided network
- Describe required modifications to TDX control office
- Develop TDX-PLC Interface Control Document (ICD)
- Specify Operations Requirements
  - Alarm Conditions and behavior
  - Define Display of Cutout Events
  - Define Operational Procedure including any forms with data required
- RMSS will provide input and support for updates to the UTA PTC Safety Plan as needed

#### Hardware Design

RMSS will provide redline mark-ups only for the following documents:

- UTA Locomotive Air Schematics
- UTA Cab Car Friction Brake Schematic
- Cab Cars – Bombardier Transportation Train Control System Schematics/Wiring Diagrams
- Locomotives – Motive Power UTA Schematics

#### Software Design

RMSS will complete the following software design activities as required:

- Develop PLC software applications for onboard PLC's
  - Each PLC will be able to uniquely identify the vehicle in which it is installed
- Develop TDX control office configurations to handle new alarms, indications, and dispatcher interface as required

#### Procurement

RMSS will procure the following items as required for this scope of work:

- Quantity of forty (40) pressure switches suitable for detecting the change in pressure of the 53 pipe
- Quantity of forty (40) PLC's for installation in each vehicle
- Associated onboard air system piping and fittings as needed
- Associated onboard wiring, terminal board and/or breakers as needed
- Software for programming PLC's
- Spare Parts
  - Four (4) additional onboard PLC's
  - Four (4) additional DC/DC power converters
  - Four (4) additional pressure switches for 53-pipe monitoring

#### Installation

RMSS will coordinate with FrontRunner vehicle maintenance and install the following items as described:

- Forty (40) Onboard pressure switches along with necessary air pipe fittings as needed to interface with existing system air piping



- RMSS will bench calibrate the switches to alarm and reset at the values designated in the approved SDD document
- Test equipment used to bench calibrate the pressure switches will be certified calibrated within the previous 12-month period
- Forty (40) Onboard PLC's and associated wiring
- RMSS will install network patch cabling between the onboard PLC and the on-board network switch
  - **\*\*Note:** All onboard network equipment is to be provided and installed by the UTA radio department
- Update TDX program to reflect indications from onboard PLC's

### Testing

RMSS will develop test procedures for review and approval by UTA. RMSS will perform testing according to the approved test procedures as follows:

- Proof of concept prototype testing
- Onboard point to point wiring checks
- TDX control and indication "C&I" testing
- System Integration Testing (SIT) for all vehicle and office modifications

### Training

RMSS will develop training materials and provide the following training to UTA as part of this task order:

- Dispatcher Training
  - Two (2) Sessions to review
    - changes to the TDX User's Manual
    - updates to the TDX screens, alarms, dispatcher interfaces
- Vehicle Maintenance Training
  - Two (2) Sessions to review
    - Schematic redlines
    - Pressure switch calibration and installation
    - PLC Installation and IP configuration

### Deliverables

RMSS will provide the following deliverables as part of this task order:

- Design Deliverables
  - System Description Document (SDD)
  - TDX Interface Control Document
  - Redlined vehicle schematics that reflect the as-in-service condition of the system
  - IP Address list for each vehicle PLC
- Testing Deliverables
  - Onboard Test Procedures
  - Completed Test Forms for each vehicle
- Training
  - Training outline
  - Coordination notification to operations prior to deployment of TDX changes
    - This notification will include a summary of updates to TDX



- Updates to the TDX User's manual for any changes
- RMSS intends on reviewing as-in-service documents and live demonstrations of TDX elements. As such RMSS has not included the creation of any power-points or instructor/student materials for this training program.

#### Clarifications

- The following documents can be used for reference to clarify details of scope.
  - UTA Locomotive Air Schematic
  - UTA Cab Car Friction Brake Schematic
  - UTA FRA Pilot Cut-Off Valve Monitoring Block Diagram
- RMSS understands the goal for this task order is to be complete by February 28<sup>th</sup>, 2024.
  - RMSS will make every possible effort to support this timeline, however there are several factors that are outside of the control of RMSS which have the potential to impact our ability to complete this scope within that timeframe. These factors include but are not limited to:
    - Supply chain issues that may affect PLC's, onboard instrumentation, wire, or network/radio equipment (by others)
    - Design, feasibility, procurement, installation, or integration of the Radwin Fiber in Motion system being installed by the UTA radio department across the FrontRunner fleet of vehicles
    - Access to the vehicle fleet for installation and testing of new equipment
    - Acceptance and buy-in from the FRA
      - Approval of changes to the PTCSP, PTCDP, or PTCIP as needed to proceed with the task order
      - Additional requests or comments from the FRA that affect or change the fundamental approach outlined in this proposal

RMSS will immediately communicate to UTA if any of the above items affect our ability to complete this task order by the February 28<sup>th</sup>, 2024 target completion date.

#### Assumptions

- RMSS assumes that UTA vehicles will be taken out of service for a minimum period of two days each for RMSS wiring and testing
- RMSS assumes that UTA will provide up to two vehicles for RMSS to work on at a time in order to meet project goals
- RMSS assumes that the network pathway provided by UTA will have sufficient sustained bandwidth to handle all necessary communications
- To minimize total vehicle out of service time and if desired by UTA, RMSS will attempt to coordinate its vehicle installation work with the corresponding network installation work by UTA

#### Work by Others

The following items are to be completed by others and are excluded from RMSS' scope of work:

- Procurement, installation, and configuration of all Radwin equipment on vehicles
- Procurement, installation, and configuration of network equipment to interface with Radwin TMU
- Procurement, installation, and configuration of WAN firewall/router in back office (if needed)
- Procurement, installation, and configuration of WAN network switch in back office (if needed)



- Development of operational and disciplinary procedures for improper use of the pilot brake valve cutout

#### Option Pricing

RMSS is pleased to provide pricing for the following requested options which may be added to the base scope of work and pricing:

Option 1: Migrate No Code Proceed (NCP) Function from IDEN to Wayside IT Network Path, add ATC Cutout and Penalty Indication to PLC and TDX

- The lump sum price for this option is: **\$297,280.00**
- The scope of work for this option is as follows:
  - Design
    - Update the SDD and TDX Interface Control Document to describe incorporation of the NCP function, migration away from IDEN data radios, and a phased implementation with a temporary “shadow mode”
    - Redlining of vehicle schematics to reflect wiring changes
    - Modifications to the TDX Control Office as needed in order to:
      - process NCP requests through a modified protocol
      - capture ATC cutout indications
      - capture penalty brake application indications
    - Updates to the TDX manual
    - Update onboard and back-office PLC programs to handle additional controls and indications
  - I/O wiring of forty (40) vehicles from PLC to peripheral devices to capture:
    - NCP request, mode, and authorization into the new PLC’s
    - ATC cutout switch position
    - Penalty application status
  - Testing and Commissioning`
    - Develop test procedures and test reports for migrated NCP functionality, ATC cutout status, and penalty status
    - SIT Testing of NCP request and authorization, ATC Cutout indication, and penalty status indication
- Option #1 Assumptions
  - Pricing for this option assumes that this work will be completed at the same time as the base scope of work.

The total price for the base scope and Option #1 is **\$1,419,326.00**.

This proposal is valid for 60 days, unless extended in writing by RMSS.

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



Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani", is positioned below the "Sincerely," text.

Anthony Ortolani  
Area Manager  
Rocky Mountain Systems Services

Attachments

- RMSS-52598-069 – Pilot Brake Cutout Cost Estimate Worksheet
- Pilot Cut-Off Valve Monitoring Block Diagrams

cc:

Marshall Wilson – RMSS  
Dan Meservey – RMSS  
Travis Baxter – RMSS  
Doug Jones – RMSS

\*\*\*Procurement lead times may be affected by Covid-19 pandemic\*\*\*  
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

**UTA - On Call**

**RMSS-52598-069 Pilot Brake Cutout Bypass Mitigation**

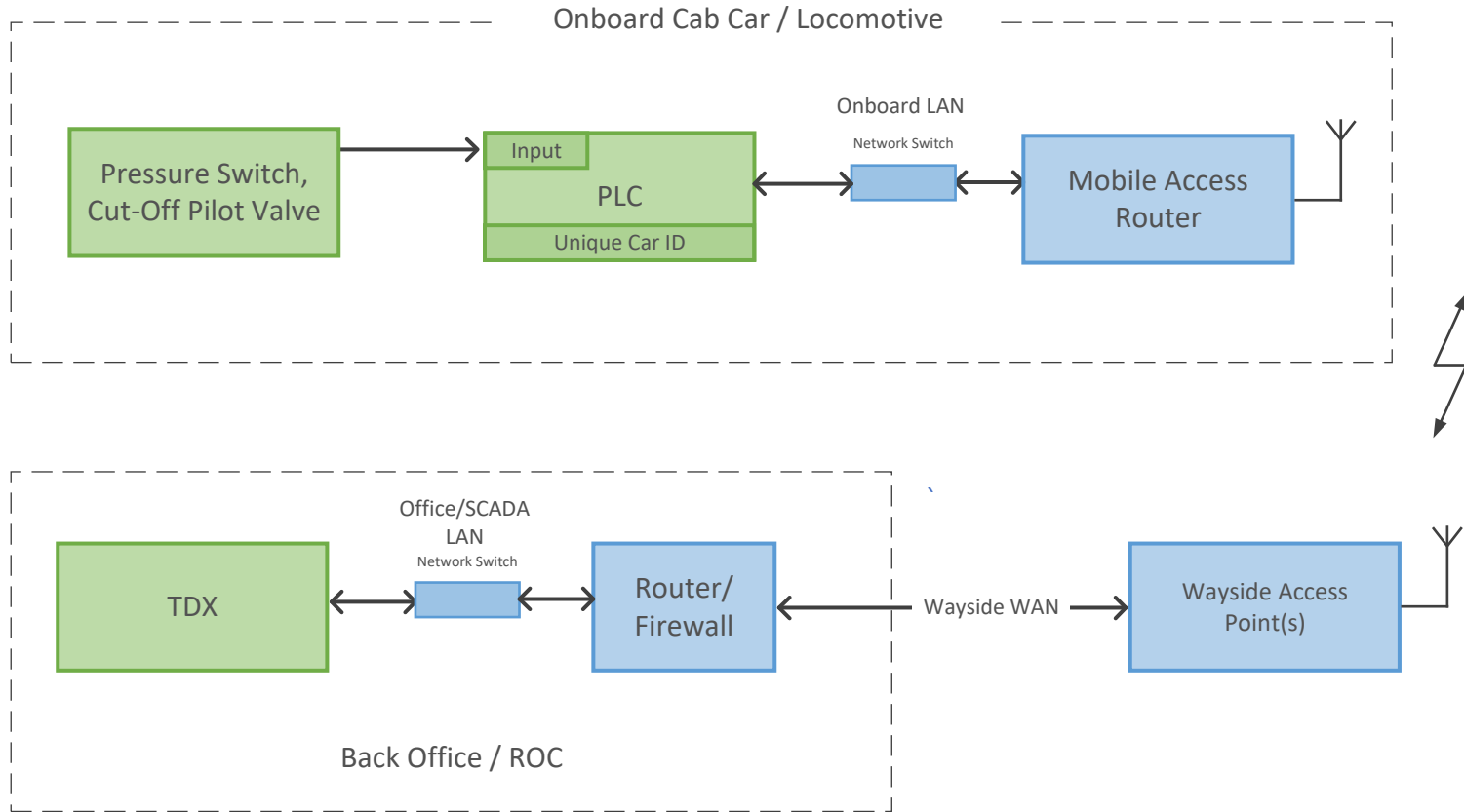
**Task Order Estimate Summary**


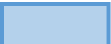


3/13/2023

Subcontractors	\$	-
Materials	\$	320,100.00
Administrative	\$	120,131.00
Design/Engineering	\$	258,222.00
Construction/Testing	\$	210,944.00
Travel & Perdiem	\$	6,000.00
Other Costs and Fee	\$	206,649.00
Total:	\$	<u>1,122,046.00</u>
Option #1: NCP Migration	\$	297,280.00
Grand Total (Base + Options)	\$	1,419,326.00

# UTA FRA Pilot Cut-Off Valve Monitoring Block Diagram



-  RMSS Scope
-  UTA Scope



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 5/24/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Mgr. Business Development and Sales  
Jay Haight, Sr. Sales Representative

**TITLE:**

---

**Fare Agreement: Special Events Agreement (Utah Asian Festival)**

**AGENDA ITEM TYPE:**  
Service or Fare Approval

---

**RECOMMENDATION:**  
Approve and authorize the Executive Director to enter a Special Events Agreement with the Utah Asian Festival.

---

**BACKGROUND:**  
UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through an Event Pass Agreement that is negotiated by the Fares team and approved by the Board of Trustees. UTA Fare Policy allows staff to present to the Board of Trustees for approval complimentary fare provided for events in exchange for advertising value or other forms of recognition that promote collaboration with the Authority.

Utah Transit Authority is partnering with the Utah Asian Festival to reach communities who have been historically underrepresented in engagement work and join in celebration of diverse cultures, identities, and communities. In that spirit of partnership, UTA will partner with the Utah Asian Festival to offer ticket as fare to event attendees on the days of the events.

---

**DISCUSSION:**  
Staff recommends partnering with the Utah Asian Festival as described above for the upcoming festival taking place June 3, 2023. In exchange for the transit fare, Utah Asian Festival agree to provide in-kind marketing to UTA which includes social media mentions, an email blast to ticket-holders, tabling opportunities, and other

activities, as well as digital and print recognition.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Utah Asian Festival
<b>Contract Number:</b>	23-F0346
<b>Base Contract Effective Dates:</b>	June 1 - June 4, 2023
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$3,000
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

**ALTERNATIVES:**

Do not enter an agreement with Utah Asian Festival for ticket as fare, requiring attendees to utilize other fare alternatives.

---

**FISCAL IMPACT:**

The estimated forgone fare revenue for this event is \$3,000. Utah Asian Festival is offering event advertising valued at \$3,000 in exchange for fare revenue.

---

**ATTACHMENTS:**

Contract

Contract No: 23-F0346

**SPECIAL EVENTS AGREEMENT  
Tickets for Transit**

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on June 1, by and between Utah Asian Festival (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

**WHEREAS** Sponsor will host a Utah Asian Festival on the following date(s): June 3, 2023 and at the following location Utah State Fairpark 150 North 1000 West Salt Lake City, Utah 84116 Venue”; and

**WHEREAS** Sponsor desires to procure transit passes for transportation to its Event using UTA’s transit system; and

**WHEREAS** UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

**WHEREAS** the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

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

SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 1.2 The term “**Effective Date**” shall mean June 1, 2023, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$3,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through June 4, 2023.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
  - a The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

- b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.
  - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.
  - d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
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 agreements or special arrangements contrary to or in addition to the terms and conditions 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 attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

**SPONSOR**

**UTAH TRANSIT AUTHORITY**

By: Emilio Manuel Camu \_Date:\_04/26/2023\_

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

Name: Emilio Manuel Camu

Name:  
Title

Title: \_Chair, 46th Utah Asian Festival 2023\_

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

Name:  
Title:

Approved as to Form:

By:  \_\_\_\_\_ Date: 4/27/2023  
Michael B 70E33A415BA44F6...  
Assistant Attorney General  
Counsel for UTA

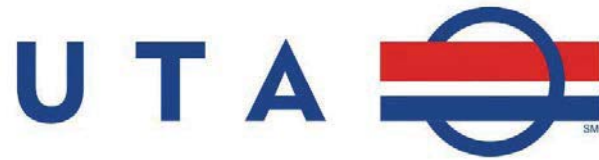
**Exhibit "A"**  
**Example Marketing Package**

**Value of Package:**     **\$3,000**

**Details of Package:**



**Exhibit "B"**  
**UTA Logo**





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 5/24/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Office  
**PRESENTER(S):** Kensey Kunkel, Mgr. Business Development and Sales  
Jay Haight, Sr. Sales Representative

**TITLE:**

---

**Fare Agreement: Special Events Agreement (Utah Pride Center)**

**AGENDA ITEM TYPE:**  
Service or Fare Approval

---

**RECOMMENDATION:**  
Approve and authorize the Executive Director to enter a Special Events Agreement with the Utah Pride Center.

---

**BACKGROUND:**  
UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through an Event Pass Agreement that is negotiated by the Fares team and approved by the Board of Trustees. UTA Fare Policy allows staff to present to the Board of Trustees for approval complimentary fare provided for events in exchange for advertising value or other forms of recognition that promote collaboration with the Authority.

Utah Transit Authority is partnering with the Utah Pride Center to reach communities who have been historically underrepresented in engagement work and join in celebration of diverse cultures, identities, and communities. In that spirit of partnership, UTA will partner with the Utah Pride Center to offer ticket as fare for the following 2023 events, taking place at Washington Square in Salt Lake City:

June 2: Loud and Queer Concert

June 3: Youth Pride Festival

June 4: Pride Festival

---

**DISCUSSION:**

Staff recommends partnering with the Utah Pride Center as described above for the upcoming festivals and concerts taking place June 2 - 4, 2023. In exchange for the transit fare, Utah Pride Center agrees to provide to UTA the “Ruby” sponsorship package which is valued at \$50,000. This sponsorship package includes social media mentions, an email blast to ticketholders, tabling opportunities, and other activities, as well as digital and print recognition. Additional information about this package can be found in Exhibit “B” of the contract.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Utah Pride Center
<b>Contract Number:</b>	23-F0347
<b>Base Contract Effective Dates:</b>	June 2 - June 5, 2023
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$26,500-\$35,000
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

**ALTERNATIVES:**

Do not enter an agreement with Utah Pride Center for ticket as fare, requiring attendees to utilize other fare alternatives.

---

**FISCAL IMPACT:**

Foregone fare revenue is estimated to be \$26,500-\$35,000 and is estimated using historical ridership counts. The Utah Pride Center has agreed to provide UTA with a marketing package valued at \$50,000.

---

**ATTACHMENTS:**

Contract

**SPECIAL EVENTS AGREEMENT  
Tickets for Transit**

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on June 2, by and between Utah Pride Center (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

**WHEREAS** Sponsor will host a Loud and Queer Concert on June 2, 2023; a Utah Youth Pride Festival on June 3, 2023; and a Utah Pride Festival on June 4, 2023 at the following location: Washington Square: 451 South State Street, Salt Lake City, Utah 84041 (“Venue”); and

**WHEREAS** Sponsor desires to procure transit passes for transportation to its Event using UTA’s transit system; and

**WHEREAS** UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

**WHEREAS** the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

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

SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at [www.rideuta.com](http://www.rideuta.com).
- 1.2 The term “**Effective Date**” shall mean June 2, 2023, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$50,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through June 5, 2023.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
  - a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

- b. The UTA logo shall be used in a professional manner on the Event main entrance, website, and in the Pride Guide for the event.
  - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.
  - d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

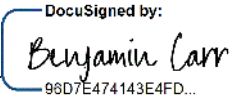
10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
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 agreements or special arrangements contrary to or in addition to the terms and conditions 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 attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

**SPONSOR**

**UTAH TRANSIT AUTHORITY**

By:  Date: 5/2/2023  
98D7E474143E4FD...


Name: Benjamin Carr

Title: Chief Development Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

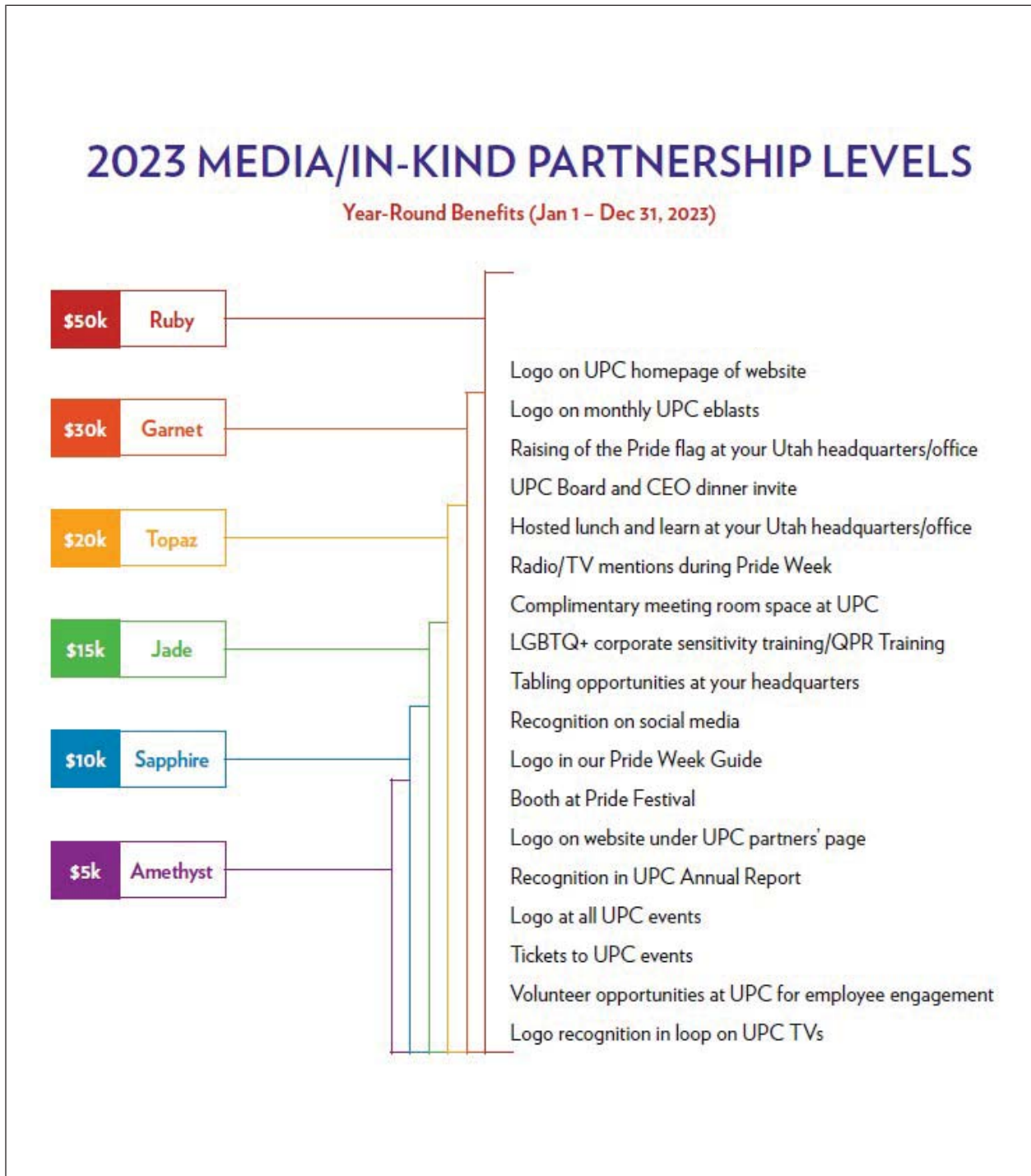
Approved as to Form:

By:  Date: 5/2/2023  
70E33A415BA44F6...  
Michael Bell  
Assistant Attorney General  
Counsel for UTA

**Exhibit “A”  
Example Marketing Package**

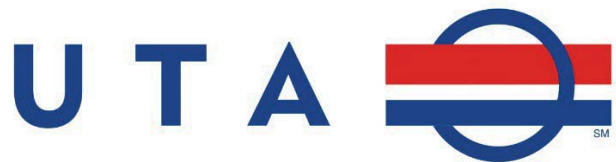
**Value of Package:** “Ruby” \$50,000

**Details of Package:**





**Exhibit "B"**  
**UTA Logo**





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date: 5/24/2023**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Steve Wright, Chief Communications Director  
**PRESENTER(S):** Steve Wright, Chief Communications Director  
R&R Partners

**TITLE:**

---

**2022-2023 Benchmark Survey Report**

**AGENDA ITEM TYPE:**

Discussion

---

**RECOMMENDATION:**

Informational report for discussion

---

**BACKGROUND:**

Each year the Communications & Marketing Office, in coordination with our advertising agency, R&R Partners, conducts a Benchmark Survey to the public throughout UTA's service area. The survey effort typically starts with focus groups, followed by a telephone survey. As part of the 2022-2023 Benchmark Survey, virtual focus groups were conducted in Fall 2022, followed by the telephone survey in January-February 2023.

The Benchmark Survey is a broad survey designed to guide staff's communications and marketing messaging strategy by assessing:

- Overall public perception of UTA as an organization
- Public perception of UTA's services
- High-level indicators of why people ride / don't ride
- High-level indicators of the top things that would encourage people to ride
- Do people see / remember hearing messages about UTA
- Where do people typically see / remember messages about UTA

---

**DISCUSSION:**

The team will make a presentation to the Board of Trustees about the key results from the 2022-2023 Benchmark Survey. Staff will be prepared to answer questions from the Board of Trustees.

---

**ALTERNATIVES:**

N/A

---

**FISCAL IMPACT:**

None

---

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 5/24/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

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**Strategy Session to Discuss Collective Bargaining**

**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of collective bargaining.

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss collective bargaining