



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 27, 2022

9:00 AM

FrontLines Headquarters

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** Misti Roberds
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of July 13, 2022, Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - UTA Services to Events
 - b. Investment Report - Second Quarter 2022 Troy Bingham
7. **Resolutions**
 - a. R2022-07-04 - Resolution Approving the Title VI Service Equity Analysis for August 2022 Change Day Andrew Gray
 - b. R2022-07-05 - Resolution Authorizing the Execution of Federal Transit Administration 5310 Grant Agreements for Specified Projects Tracy Young
 - c. R2022-07-06 - Resolution Approving the Distribution of Free Transit Passes for the Opening of the Vineyard FrontRunner Station Kensy Kunkel
Andrea Packer

8. Contracts, Disbursements and Grants

- a. Contract: Depot District Clean Fuels Technology Center Security Cameras and Access Control (Stone Security) David Hancock
David Osborn
- b. Contract: Mobile App Vendor for Fare Collection (Masabi LLC) Jerry Van Wie
- c. Contract: Long Range Transit Plan (LRTP) Development Services (Nelson/Nygaard Consulting Associates, Inc.) Jaron Robertson
Alex Beim
- d. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-59 - Materials Procurement for Replacement of Turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding (Stacy Witbeck, Inc) Jared Scarbrough
Kyle Stockley

9. Service and Fare Approvals

- a. Fare Agreement: Trip Based Education Pass - Modification No.1 (Davis Technical College) Kensey Kunkel
- b. Fare Agreement: Education Pass (Ensign College) Kensey Kunkel
- c. Fare Agreement: Special Events Pass - Modification No. 3 (University of Utah) Kensey Kunkel

10. Budget and Other Approvals

- a. TBA2022-07-01 - Technical Budget Adjustment- 2022 Capital Budget Bill Greene
Daniel Hofer
- b. TBA2022-07-02 - Technical Budget Adjustment - Full Time Employee Requests for Non-Revenue Fleet Support and Maintenance of Way Training Administrator Bill Greene
Daniel Hofer
Stacey Palacios
- c. TBA2022-07-03 - Technical Budget Adjustment - August 2022 Service Change Bill Greene
- d. Approval for International Travel to Calgary, Alberta, Canada for the Benchmarking Group of North American Light Rail Systems (GOAL) Annual Meeting Andres Colman

11. Discussion Items

- a. Mixed Bus Fleet Composition Strategy
- Andres Colman
Kyle Stockley
Hal Johnson
Jordan Eves

12. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, August 10th, 2022 at 9:00 a.m.

13. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

14. Open Session

Chair Carlton Christensen

15. Adjourn

Chair Carlton Christensen

Meeting Information:

- 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.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- 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 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.
- 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
 - 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, July 26th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/27/2022

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

TITLE:

Approval of July 13, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the July 13, 2022, Board of Trustees meeting

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 July 13, 2022 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/768279.html>](https://www.utah.gov/pmn/sitemap/notice/768279.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).

ATTACHMENTS:

1. 2022-07-13_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 13, 2022

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Alisha Garrett, UTA Chief Enterprise Strategy Officer, delivered a brief safety message.

4. Public Comment

No in-person public comment was given, and no online public comment was received for the meeting.

5. Consent

- a. Approval of June 22, 2022, Board Meeting Minutes**
- b. 2021 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report**

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

6. Reports

- a. Executive Director's Report**
 - UTA Services to Events**

Jay Fox, UTA Executive Director, stated that UTA services to Events would be reported on at a later meeting. Mr. Fox reported newly released ridership numbers for June 2022. UTA ridership is at 85 percent of June 2019 ridership. TRAX is at 84 percent, and FrontRunner is at nearly 80 percent. These figures are extremely encouraging and show a significant upward trend in ridership.

b. Financial Report - May, 2022

Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, was joined by Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the financial operating dashboard for May 2022, which included operating expenses and revenue. Rising fuel prices and interest rates have had a negative impact on the budget. Sales tax revenue continues to grow with an average growth rate of 20 percent for the month of April.

Questions concerning federal interest rates were posed by the Board and answered by Mr. Armstrong.

Mr. Hofer provided a progress report on the 2022 capital spending budget and an update on the Depot District Project. He indicated some projects are ahead of expenditure, which is in part due to late invoicing and higher costs.

Trustee Holbrook inquired if supply chain delays were affecting construction timelines. Mr. Hofer said the contractors have been able to obtain materials from other sources to keep projects on schedule.

Staff Memorial/Tribute

Chair Christensen invited Cheryl Beveridge, UTA Acting Chief Operating Officer, Mary DeLaMare Schaefer, Regional General Manager - Timpanogos Business Unit, and Michelle Wallace, Acting Regional General Manager - Mt. Ogden Business Unit, to recognize the recent, unexpected loss of two UTA employees. Ms. Beveridge sadly reflected on the passing of Candice Hamilton, UTA Operator Trainee, and Andrew Fetzer, UTA Bus Operator. UTA honored and recognized their contributions and offered condolences to their families and friends in attendance.

Chair Christensen thanked Mr. Fetzer and Ms. Hamilton's family and friends for their attendance and called for a moment of silence to honor the passing of their loved ones.

Following the tributes, Chair Christensen called the meeting to recess at 9:34 a.m.

The meeting reconvened at 9:41 a.m.

7. Resolutions**a. R2022-07-01 - Resolution Adopting Revised Ordinances Governing Authority Services and Property**

Nichol Bourdeaux, UTA Chief Planning and Engagement Officer, was joined by Tim Merrill, Utah Attorney General, and Megan Waters, UTA Community Engagement Director. Approval is requested on revisions to the Fare Payment Ordinance, Criminal Ordinance, and Trespassing Ordinance, following suggestions from the board and public engagement/outreach.

The Trespassing Ordinance has been updated to include a permanent trespass for any felony offence. Offenders can petition UTA for reinstatement of privileges after five years.

Feedback gained through UTA's public engagement process included comments on improvement of accessibility of the appeals process, reconsideration of animal rules, and customer service interactions.

Following adoption of the revised ordinances, internal and external communication programs will be developed to notify staff, riders, and the community of the rules and processes. This will include training on officer discretion and enforcement.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2022-07-02 - Resolution Authorizing Execution of Amendment 1 to Addendum 3, and Addendum 6 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-2023 Frequent Transit Network Routes

Ms. Bourdeaux, who was joined by Eric Callison, UTA Manager of Service Planning, and Julianne Sabula, representing Salt Lake City, provided a summary of the resolution and proposed amendments. In 2019, UTA entered into an interlocal agreement with Salt Lake City for the sponsored service as part of the Salt Lake Transit Master Plan. The agreement has addendums to allow for additional or continued service.

Discussion ensued. Questions on how the agreement addresses fuel prices, route replacements, bus stop installation and timeline for implementation of service for route 1 and service on 600 North, endpoint of 20-year agreement, and additional buses required for implementation, were posed by the board, and answered by staff.

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

c. R2022-07-03 - Resolution Authorizing an Amended and Restated Agreement with the Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit

Hal Johnson, UTA Manager - Project Research and Development, outlined the project and proposed resolution, which seeks to amend the original 2008 agreement with the Utah Department of Transportation (UDOT), to improve transit in the Mountain View Corridor (MVC).

The Westside Express will be delivered by 20 new electric busses and offer a one-seat transit ride for residents that previously would have had 1 to 3 transfers. The 29-mile route will include connections to 5600 West, Salt Lake City International Airport, downtown Salt Lake City, other regional job centers, UTA's TRAX light rail system at the

Old Bingham Highway Red Line Station at the route's southern end, and five Green Line TRAX stations to the north and west. UTA is now working with UDOT and other partners to update the agreement with project enhancements and seeks approval of the resolution as presented.

Discussion ensued. Questions on curb service at the airport, Red Line connection in West Jordan, planned frequency for the Westside Express, possibility of connecting northwest Utah County to the proposed route, and land acquisition were posed by the board, and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. **Contract: Bus Stop Improvements for Salt Lake County 2022 (Landmark Companies)**

Brandon Heath, UTA Civil Engineer, presented a contract with Landmark Companies to continue the work of the 2022 bus stop improvement plan in Salt Lake County. The scope of work includes improvements to 23 bus stops and includes concrete flatwork, curbing, and landscaping improvements.

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

b. **Change Order: SD100/SD160/S70 LRV Seating Replacement Contract Modification 1 (United Safety and Survivability Corporation)**

Kyle Stockley, UTA Rail Infrastructure Project Manager, provided a status update on the seating replacement contract. The contract experienced significant delays since 2020 due to the pandemic and supply chain issues. The revised schedule for delivery of the new seats for all 117 light rail vehicles, will be toward the end 2022.

The contract modification includes improved priority seating area for ADA and new seat barriers with ingress/egress grab handles to provide easier movement throughout the vehicle. The total cost of the contract modification is \$608,004.

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

c. **Change Order: Microtransit Master Service Agreement Service Order No. 3 - UTA On Demand Southern Davis County (River North Transit LLC "Via")**

Jaron Robertson, UTA Acting Planning Director, presented a change order request to the microtransit master service agreement, service order number 3; the On Demand service in Southern Davis County.

The On Demand service will replace several routes being discontinued on August change day. The new service will provide a 62 percent expansion of coverage within Davis County.

The contract is a for a 17-month agreement valued at \$636,000 for the remainder of

2022 and \$1.6 million in 2023. The contractor will provide full operational service including the vehicles, operators, and technology. The elimination of the bus routes in this area, will provide a cost savings of approximately \$800,000.

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

d. Pre-Procurements

- **Fuel Card Program**
- **TechLink Corridor Study**

Todd Mills, UTA Director of Supply Chain, was joined by Troy Bingham, UTA Comptroller, and Patti Garver, UTA Manager - Environmental & Grant Services.

Two pre-procurements were presented to the board including a new Fuel Card program and the TechLink Corridor Study.

9. Service and Fare Approvals

a. Fare Agreement: Education Pass (Salt Lake School District and Salt Lake Education Foundation)

Kensey Kunkel, UTA Manager - Business Development & Sales and Monica Morton, Fares Director were joined by Julianne Sabula, Salt Lake City and James Yapias, Salt Lake Education Foundation.

The Salt Lake School District and UTA have a long-standing partnership to provide transit passes and UTA services to students living within the district's boundaries. The school district currently partners with UTA through two fare programs: Pay per Trip and the Human Service Agreement.

Last fall the UTA fares team and Education Foundation came together to find a way to expand the current program to serve all the district's students, faculty, and staff. Some of the Education Foundation's primary goals in partnering with UTA included supplementing existing yellow bus service to connect students with school and after school activities and enabling the district to recruit faculty and staff living across the Wasatch Front by providing a transit pass as an incentive.

Ms. Morton explained the purpose of the education pass program UTA provides to all schools. One of the requirements is they include 100% of their students and there are no out of pocket expenses for the authorized users. Often when students use these passes, it creates transit habits at an early age that follow into the workforce after they graduate. The program has been very successful, but one of the goals has been to make it more affordable, consistent, and sustainable.

In 2021, the fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization, as well as revenue received. The fares team used the review findings to formulate a plan and pricing strategy, and set goals to align the negotiations of all future education

pass contracts, including the Salt Lake School District.

UTA, Education Foundation, and Salt Lake School district came to an agreement to provide a local service transit pass to all students, faculty, and staff for the next school year. The total value of this contract is \$379,000 and is based on estimated usage. The District and the Foundation will pay \$279,000 through the Education Pass Agreement and the remaining \$100,000, will be subsidized through a funding agreement with the Salt Lake City Corporation.

UTA is currently in the process of putting together a marketing communications plan and working with community engagement as well as the district and foundation, to prepare a successful program launch for when the new school year starts.

Ms. Kunkel closed her presentation by expressing her gratitude to the staff and partners who helped put together this agreement.

Mr. Yapias expressed his appreciation to UTA and its staff, on behalf of the Salt Lake City School District Board and the Education Foundation Board of Directors. This program will provide a huge opportunity to students and families, especially those in the low-income bracket. Ms. Sabula expressed the city's excitement for this partnership.

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

b. Fare Agreement: Funding for Salt Lake School District Passes (Salt Lake City Corporation)

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

c. Fare Agreement: Education Pass (Charter School Consortium)

Ms. Kunkel reported that UTA's Education Pass Agreement with the Charter School Consortium (Charter Schools), will expire this year. Charter Schools and UTA wish to renew a contract to provide transit passes to the Charter School's students, faculty, and staff. A three-year agreement is proposed. The price of each pass will be \$109, and Charter Schools will report the number of authorized users to UTA at the beginning of each school year. This pass price is in line with similar Education Pass partner costs and UTA's goal of achieving consistency in its Education Pass program.

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

d. Fare Agreement: Education Pass (Mountainland Technical College)

Ms Kunkel reported that UTA's Education Pass Agreement with Mountainland Technical College, (MTECH), will expire this year. MTECH and UTA wish to renew a contract to provide access to premium transit passes to the college's students, faculty, and staff. A three-year agreement is proposed with a contract value of \$86,500 based on estimated usage.

- A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this fare agreement be approved. The motion carried by unanimous vote.
- e. Fare Agreement: Education Pass (Salt Lake Community College)**
- Ms. Kunkel reported that UTA's Education Pass Agreement with Salt Lake Community College (SLCC), will expire this year. Both SLCC and UTA wish to renew the contract to provide access to premium transit passes to the college's students, faculty, and staff. A one-year Education Pass Agreement is proposed with a contract value of \$364,000 based on estimated usage.
- A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this fare agreement be approved. The motion carried by unanimous vote.
- f. Fare Agreement: Education Pass (University of Utah)**
- Ms. Kunkel stated that the University of Utah (U of U), and UTA entered into a ten-year pass agreement in 2012. The contract was based on a set price per authorized user which would gradually increase to reflect student population growth, ridership increases, and changes to the UTA base fare. The contract rate started at \$83 per user in 2012 and increased to \$125 per authorized user by 2022.
- Staff proposes that the U of U and UTA sign a three-year agreement to provide all students, faculty, and staff access to premium transit passes. The value of this contract is \$9,450,000 and is based on historical usage data and conservative estimates of future ridership. Changes in ridership patterns due to the pandemic were also taken into consideration.
- A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this fare agreement be approved. The motion carried by unanimous vote.
- g. Fare Agreement: Education Pass (Weber State University)**
- Ms. Kunkel reported that UTA's Education Pass Agreement with Weber State University (WSU), will expire this year. WSU and UTA wish to renew a contract to provide access to premium transit passes to the college's students, faculty, and staff. It is proposed that WSU and UTA sign a three-year agreement with a contract value of \$1,812,000 which is based on historical usage data and estimated future ridership.
- A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this fare agreement be approved. The motion carried by unanimous vote.
- h. Fare Agreement: Trip Based Education Pass - Modification No. 2 (Westminster College)**
- UTA and Westminster College (Westminster), are long-standing partners dedicated to providing transit access to the institution's students, faculty, and staff. Ms. Kunkel reported that in the 2021-22 school year, Westminster and UTA entered into Pass Purchase and Administration Agreement. Through the agreement, Westminster pays for each trip taken by authorized users on UTA services, and UTA gives Westminster a twenty-five percent discount off the public fare for students, faculty, and staff. UTA and Westminster wish to modify and extend the current contract for one additional year. The new contract term will be August 1, 2022, through July 31, 2023. All other

terms of the contract, including the discount of twenty-five percent, will remain the same.

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

10. Other Business

- a. Next Meeting: Wednesday, July 27th, 2022 at 9:00 a.m.

11. Adjourn

Chair Christensen closed the meeting which he dedicated in memory of Andrew Fetzer and Candice Hamilton.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by unanimous vote and the meeting adjourned at 10.55 a.m.

Transcribed by Hayley Mitchell
Executive Assistant to the Board
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/768279.html>> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/27/2022

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

TITLE:

Executive Director's Report
- UTA Services to Events

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

- UTA Services to Events
 - Garth Brooks
 - Air Show
 - Tim McGraw



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

Investment Report - Second Quarter 2022

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The Second Quarter 2022 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

DISCUSSION:

As of June 30, 2022, the benchmark return (T-Bill) was 1.66%. Investment returns at the State of Utah's Public Treasurer's Investment Fund (PTIF) (1.109%) and Chandler Asset Management (0.98%) did not exceed the benchmark return. Investment returns in the overnight account at Zions Bank (1.34%) were also below the benchmark return. The blended portfolio return rate of 0.868% exceeded the benchmark rate due to the rapidly increasing interest rate environment we are currently experiencing.

All investments are in accordance with the State Money Management Act.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Second Quarter 2022 Investment Report

Utah Transit Authority
Investment Portfolio
June 30, 2022

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments		\$ -				
Zions Bank		\$ 19,560,292			0.760%	\$ 39,969
Public Treasurer's Investment Fund		374,760,397			0.854%	878,047
Chandler Asset Management		160,835,069			0.913%	545,035
Zions Capital Advisors		-				-
Total Investments		<u>\$ 555,155,758</u>			0.868%	<u>\$ 1,463,052</u>

Rates as of Last Trading Day of

	April	May	June
Zions Bank	0.240%	0.700%	1.340%
Chandler Asset Management	0.860%	0.900%	0.980%
Public Treasurer's Investment Fund	0.614%	0.792%	1.109%
Benchmark Return*	0.830%	1.120%	1.660%

*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

Investments Purchased
April 1 through June 30, 2022

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Investments Sold
April 1 through June 30, 2022

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andrew Gray, Civil Rights Compliance Officer
PRESENTER(S): Andrew Gray, Civil Rights Compliance Officer

TITLE:

R2022-07-04 - Resolution Approving the Title VI Service Equity Analysis for August 2022 Change Day

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-07-04 approving the Title VI Service Equity Analysis for August 2022 Change Day

BACKGROUND:

At the Board of Trustees meeting on June 8, 2022 UTA's Service and Community Engagement staff presented the proposed service changes and public engagement received for UTA's upcoming August Change Day. UTA has proposed 20 major changes during August change day and 29 major changes to finalize UTA's response to the COVID-19 pandemic. 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.

DISCUSSION:

The conclusion of the analysis showed a potential for several Title VI findings. However, most changes were immediately replaced by comparable service. Those that were not mitigated by other service had substantial justifications to proceed due to decreased demand and operational limitations.

The attached Title VI report also includes the final public engagement report prepared for the August 2022 Change Day.

ALTERNATIVES:

Not approve August 2022 Title VI Equity Analysis

FISCAL IMPACT:

Not Applicable

ATTACHMENTS:

Resolution R2022-07-04, including the August 2022 Title VI Service Equity Analysis

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE TITLE VI SERVICE EQUITY
ANALYSIS FOR AUGUST 2022 CHANGE DAY**

R2022-07-04

July 27, 2022

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

WHEREAS, the Board of Trustees 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 2022 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 27th day of July 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

Exhibit A

AUGUST 2022 TITLE VI SERVICE EQUITY ANALYSIS



Title VI Service Equity Analysis

August 2022

Utah Transit Authority

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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 2022. 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.

Proposed Changes

In 2020, UTA was faced with decreasing ridership and increasing uncertainty as the COVID-19 pandemic started and shut down most places of business. As a result, and in accordance with guidance from the FTA, many routes were suspended while many others had their service reduced. It is proposed that many of those changes become permanent in alignment in August of 2022. There are 29 major changes proposed related to UTA's pandemic response.

Additionally, there are 20 proposed changes being proposed to work towards UTA's service goals as outlined in the 5-year service plan. These changes are being proposed for August Change Day.

Summary of Findings

As could be expected, UTA's response to ridership changes during a pandemic reshaped service in a broad way. Many of the routes with proposed changes have potential for Title VI findings. In most of these instances there were either underlying service that followed the path of eliminated routes or there was an introduction of new routes or UTA On Demand services that negated the findings. One route discontinuation and one route reduction did not have immediate replacements. UTA reviewed alternatives and determined that the only way to balance UTA's business needs would be to proceed with the proposed changes as they stand.

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 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. *"UTA On Demand"* is a demand response service offered by UTA in specific geographic regions. The fare mirrors UTA's base fare. The service provides curbside pickup and drop off anywhere within the geographic area with a focus on connecting people to transit that live in areas where traditional bus routes or rail lines are not financially reasonable. It is an app-based program that matches multiple riders headed in a similar direction into a single vehicle, with routing that allows for quick and efficient shared trips without lengthy detours or relying on fixed route schedules. Riders without access to a smart phone are able to call into customer service and schedule a ride. Cash payments are not an option on this service.
- I. *"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%

- J. *"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 2016-2020 5-year population estimates provided by the American Community Survey (ACS).

<i>Low-Income System Average:</i>	
Population:	2,395,604
Low-Income Population:	387,141
Percent Low-income:	16.2%

<i>Minority System Average:</i>	
Population:	2,431,465
Minority Population:	565,563
Percent Minority:	23.3%

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 Geographic Information System (GIS) 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, one-half mile to a light rail station and three miles to a 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

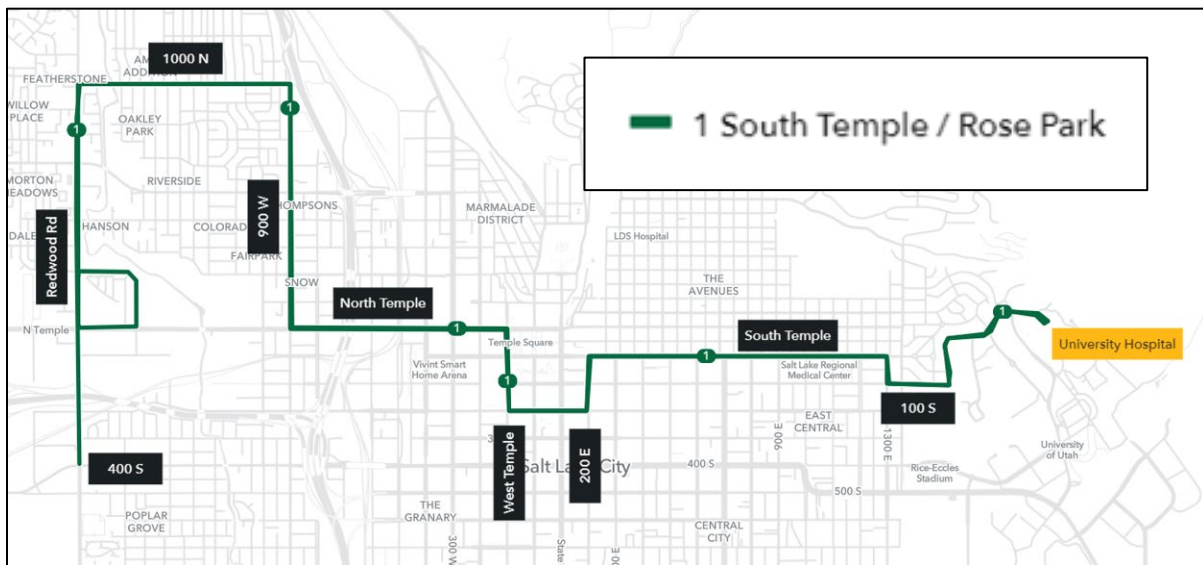
If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected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

Proposed Changes – August Changes

UTA has proposed twenty major changes for August Change Day. These changes would be enacted on August 7, 2022 and a table is below summarizing the proposed changes.

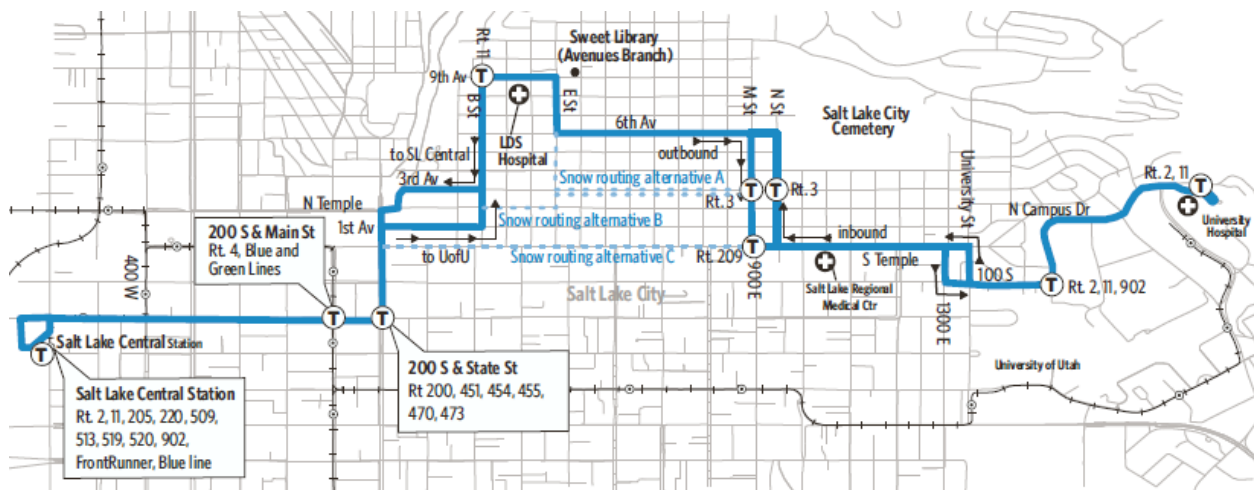
Routes 1, 6, 209

It is proposed to introduce a new route along and through downtown Salt Lake City. It will connect the University Hospital through downtown and into the West side of Salt Lake down through Redwood Road. This will replace portions of Routes 6, 519, 520, 919, and 920. Below is a map of the proposed route. The addition of new service is considered a major change.



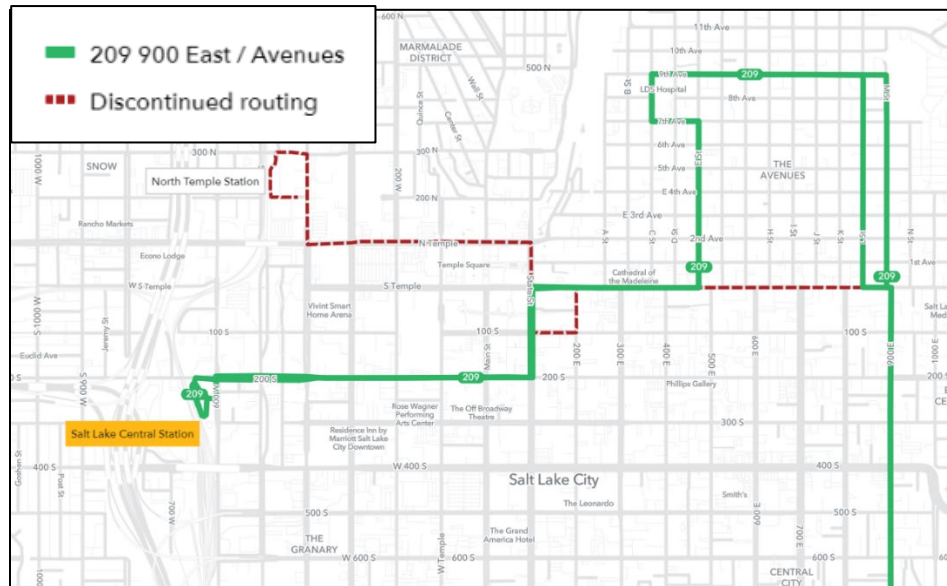
Route 6

It is proposed to discontinue Route 6. An elimination of service constitutes a major change.

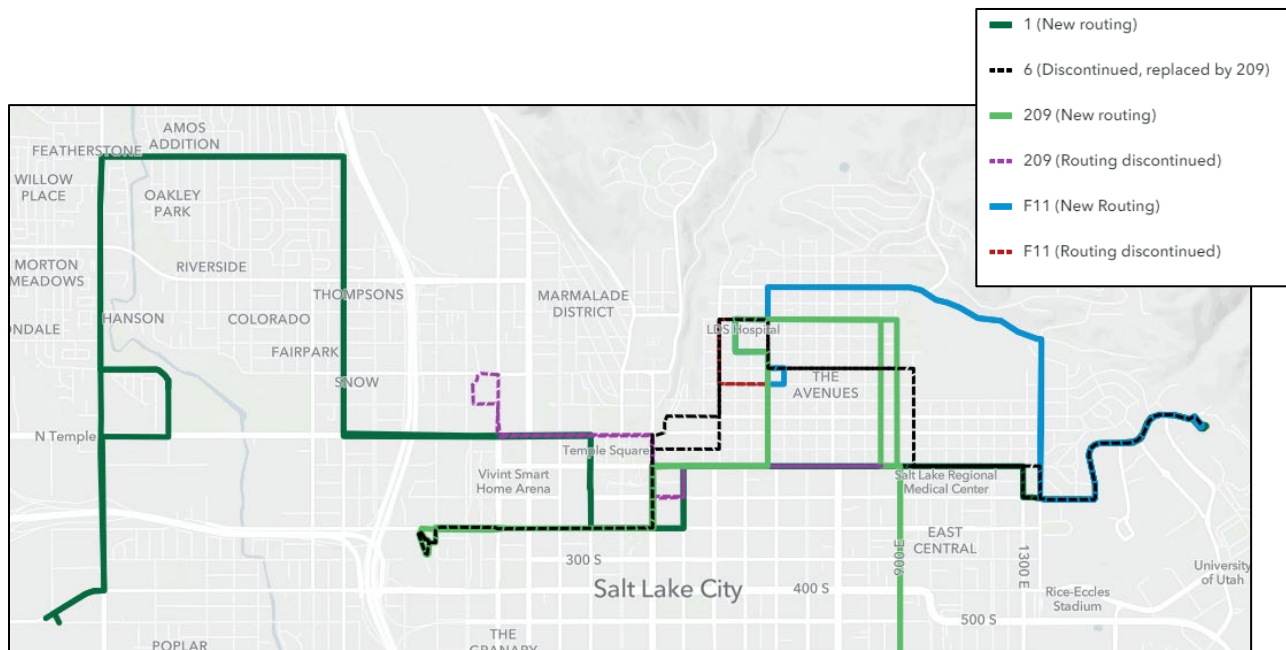


Route 209

It is proposed to modify routing on the 209 to make it more efficient and provide direct access to Salt Lake Central Station. A greater than 25% alignment change constitutes a major change.

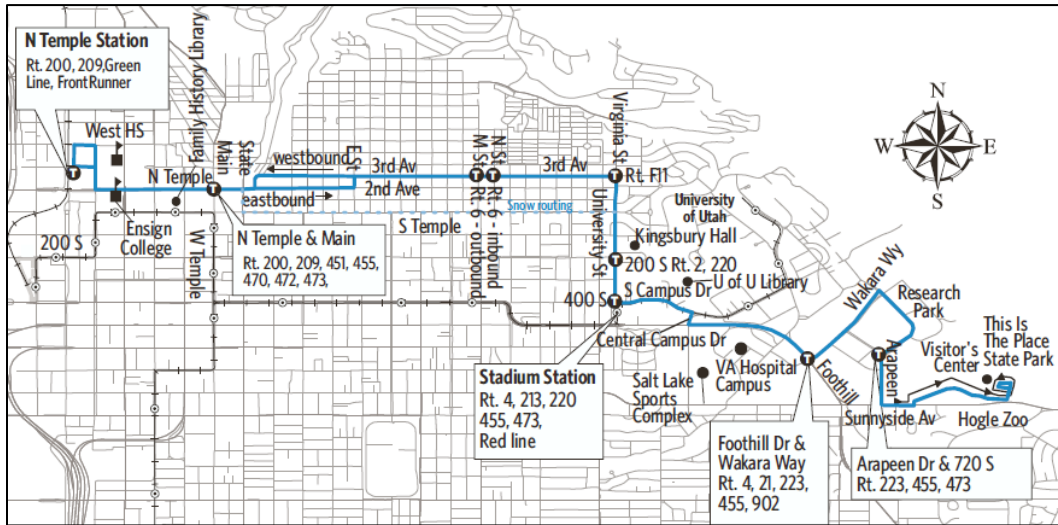


As depicted below, there are multiple proposed changes in the Salt Lake City area. When viewed in totality there is a coordinated effort to replace the routes being discontinued.

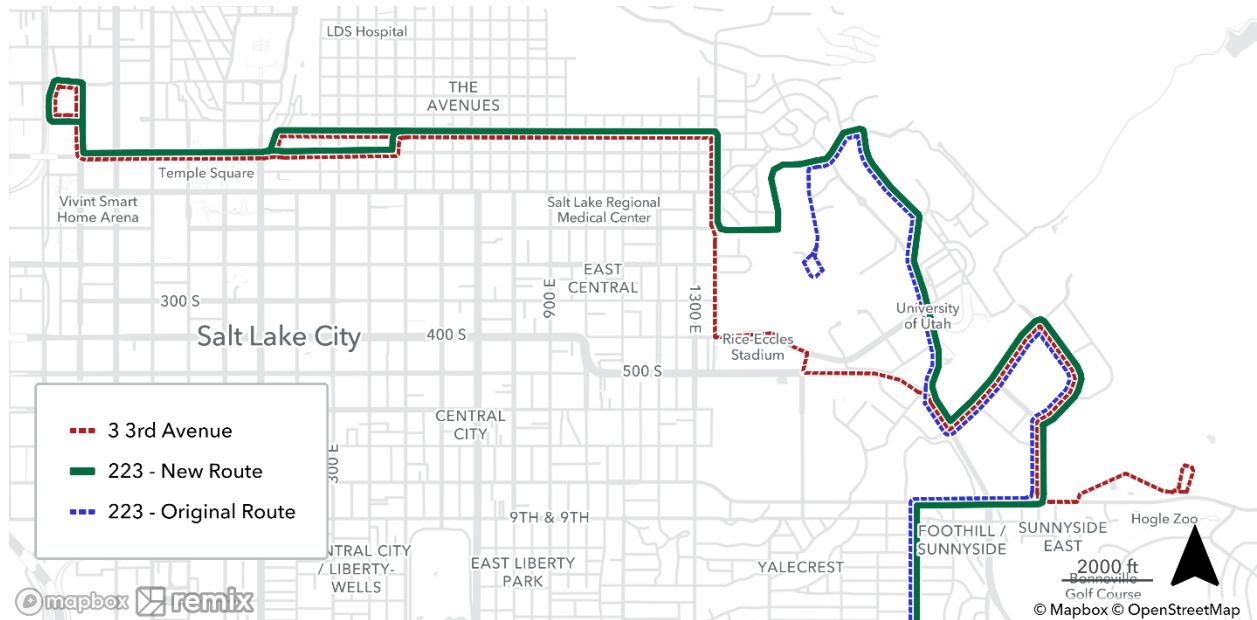


Routes 3 & 223

It is proposed to discontinue Route 3. Discontinuing a route is considered a major change.

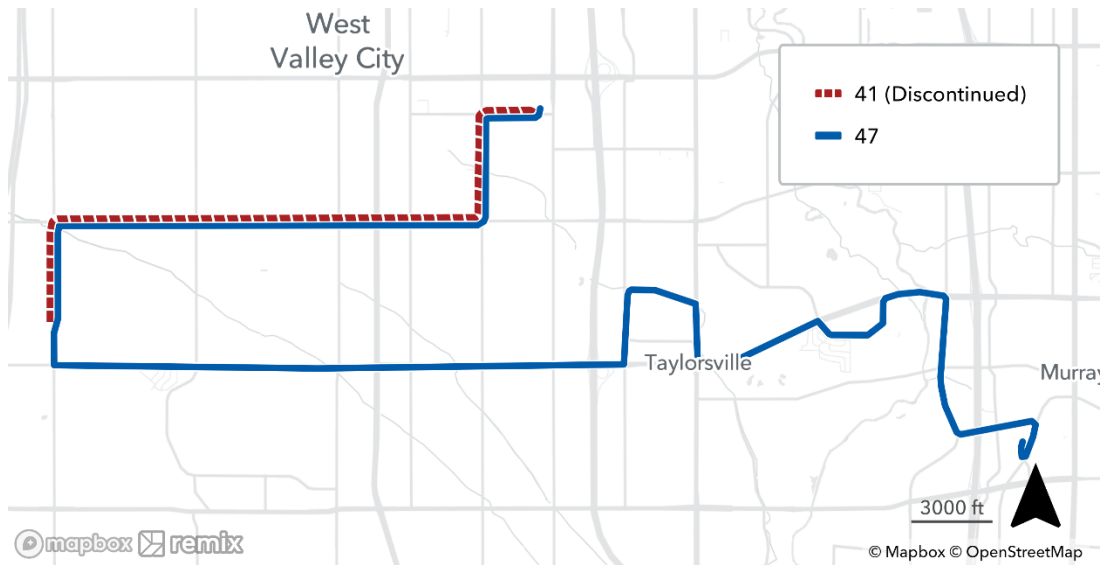


In response to the removal of Route 3, UTA has proposed to change the alignment of Route 223 in the northern West end of the route to cover portions of Route 3 which is proposed to be eliminated. The map below shows the current alignment of route 223 which terminates in a circular route at the University of Utah. The turn-around route has been discontinued and instead will continue through downtown along the same alignment as Route 3.



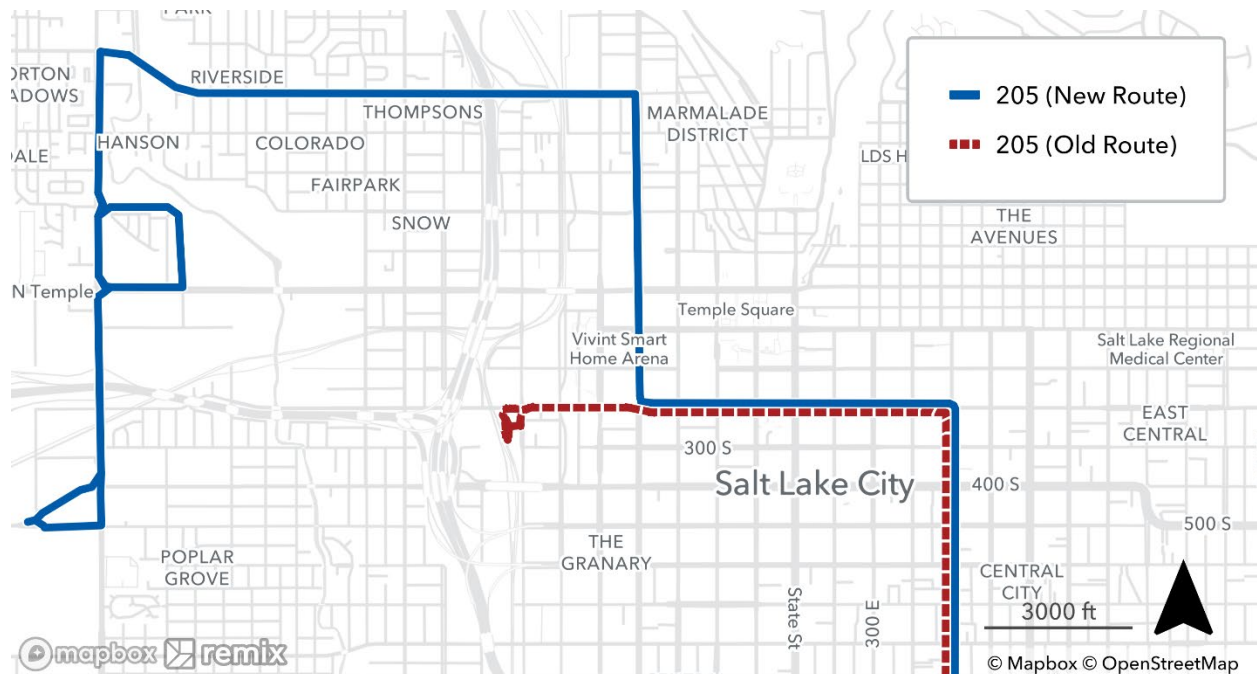
Routes 41 & 47

Route 41 is being eliminated and immediately replaced by an extension to route 47. An elimination of service and an alignment change in excess of 25% both constitute a major change.



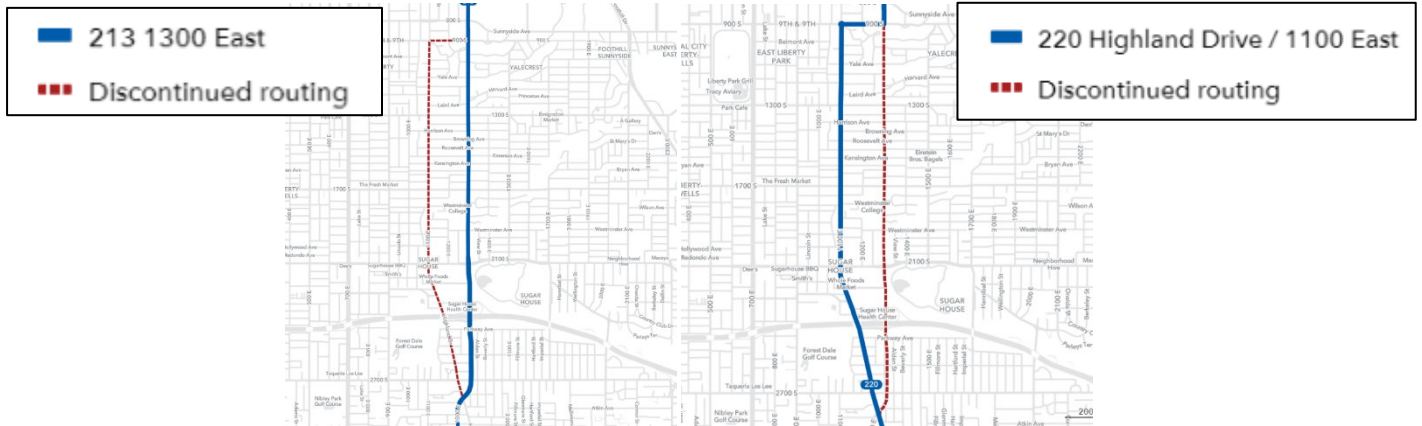
Route 205 – Alignment Change

UTA has proposed to realign service along the 205 to Salt Lake Central station and add to the alignment northward and farther westward as shown in the map below. An alignment change in excess of 25% constitutes a major change.



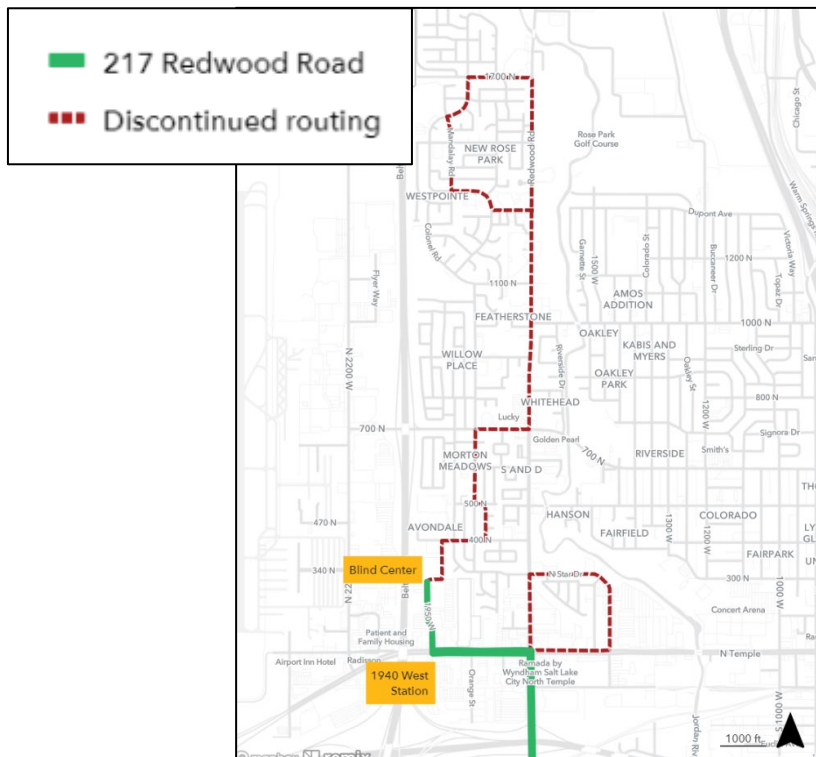
Route 213 & 220 – Alignment Change

It is proposed to change the alignments of Routes 213 and 220 exchange their routing with each other along 1300 East and Highland Drive with 1100 East until 900 South where they return to their original routing. A change of alignment in excess of 25% of the original alignment constitutes a major change. See maps below to illustrate the changes.



Route 217 – Alignment Change

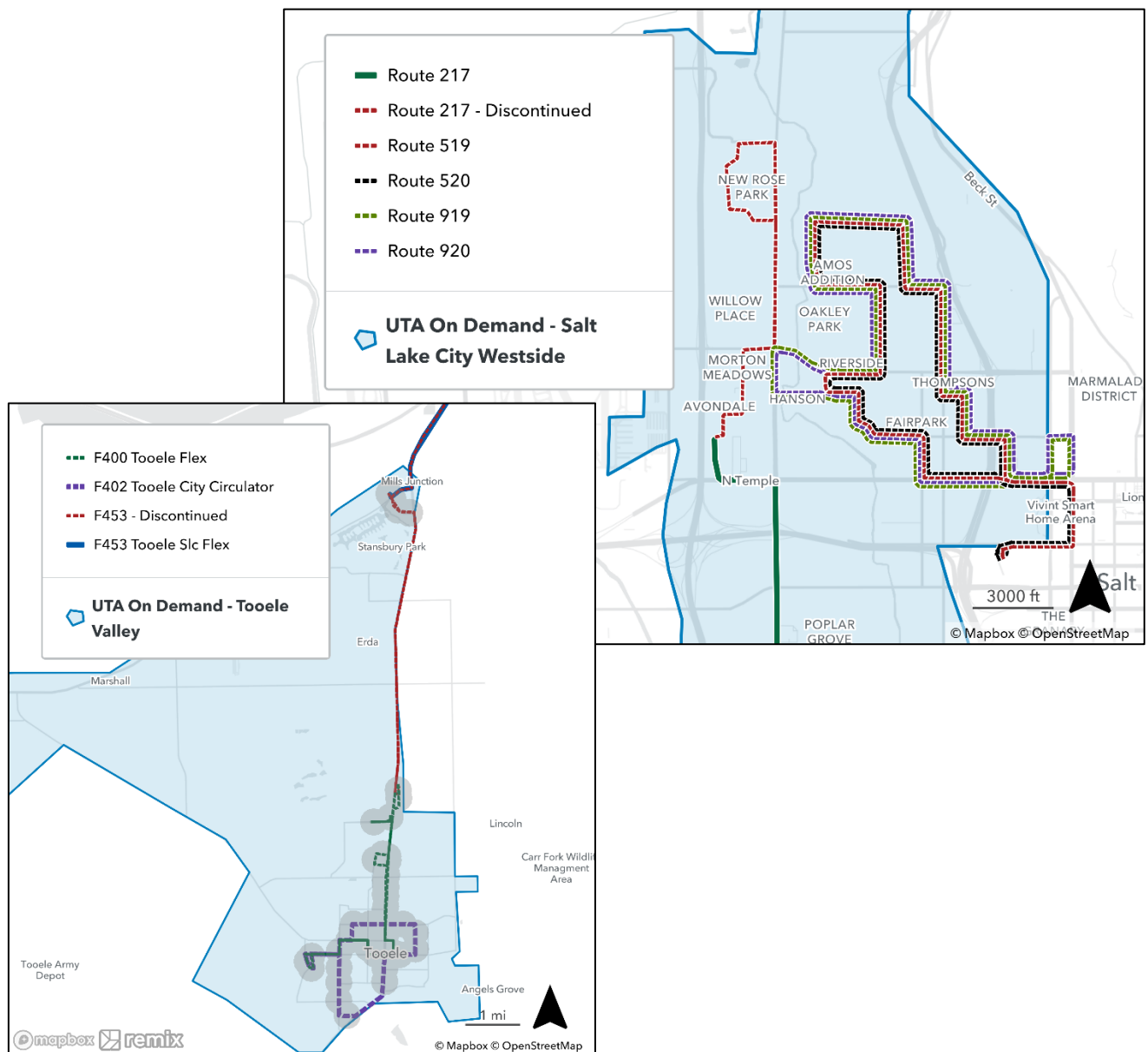
It is proposed to remove the sections of Route 217 that goes into the Rose Park area north of North Temple. This area of Rose Park has had the addition of On Demand service. A change of alignment in excess of 25% of the original alignment constitutes a major change.



Routes 519, 520, 919, 920, F400, F402, F453

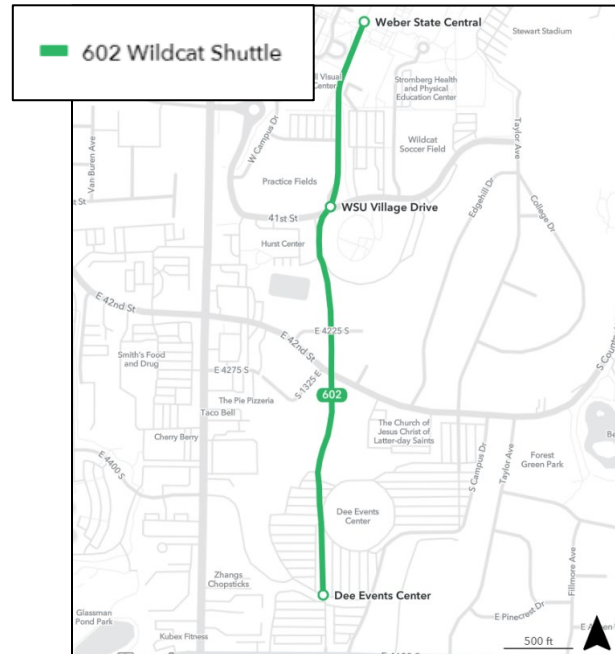
It is proposed to eliminate routes 519, 520, 919, and 920. These routes are in the Rose Park area of Northern Salt Lake City. These routes go along much of the same alignment as each other as shown in the following map. These routes go through some roads that are residential and many stops are in front of homes. In addition, UTA has also proposed to eliminate routes F400 and F402 and a section of the F453 in Tooele. These routes provide service around the center Tooele. Any discontinuation of a route constitutes a major change.

In both of these areas, UTA is proposing to implement UTA On Demand service which acts as a replacement for the routes being discontinued. On Demand has the same fare cost as a fixed route bus but provides curbside pickup and drop off anywhere within the service area.



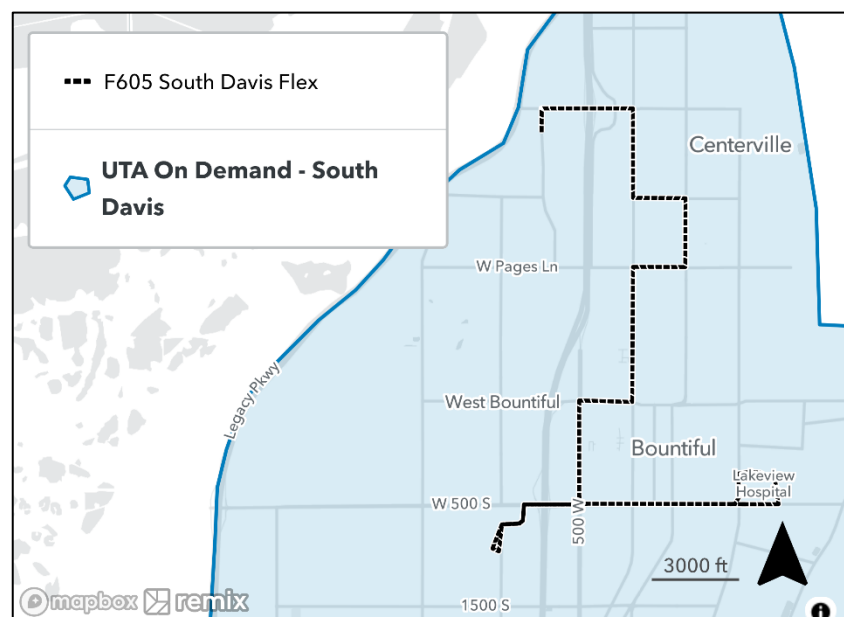
Route 602 – New Route

UTA has proposed a new route to serve as a shuttle between Weber State Central campus and the Dee Events Center. This service will run every 5-15 minutes when Weber State is holding classes and will act as a precursor to the upcoming BRT service in the area. The introduction of new service constitutes a major change.



Route F605 – Discontinuation

It is proposed to discontinue Route F605 to be replaced by UTA On Demand Service in the Bountiful area. Any discontinuation of a route constitutes a major change.



Proposed Changes – Pandemic Response

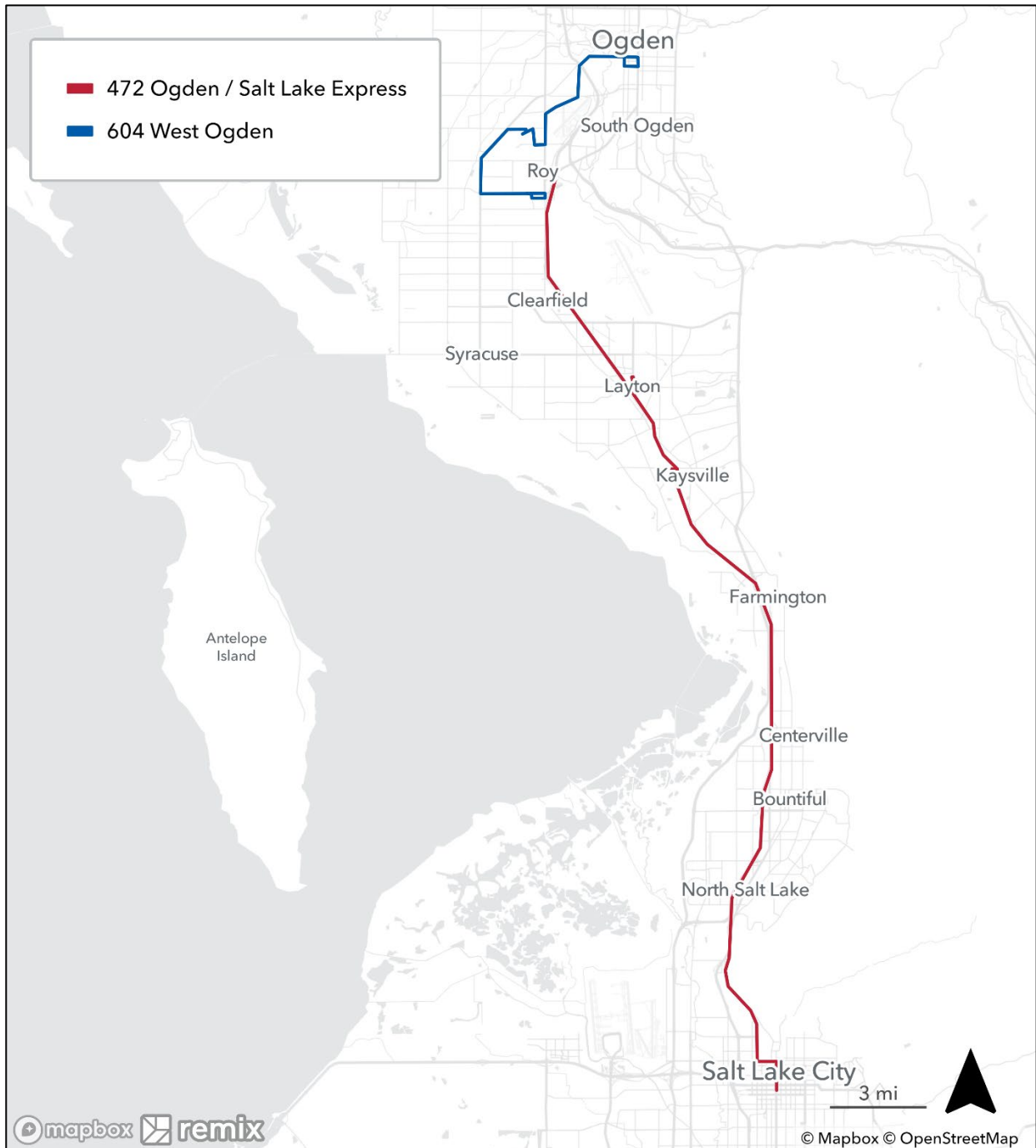
The pandemic in 2020 created substantial uncertainty and instability. As UTA sought to adapt to the ever-changing circumstances created by COVID-19, the Federal Transit Administration released guidance excluding pandemic related changes from the requirement to conduct a Service and Fare Equity Analysis. UTA discussed these changes consistently through an equity lens, but no formal analysis was performed or submitted to UTA’s Board of Trustees for approval. As the pandemic related changes have ended, UTA is at this time formalizing all changes through this equity analysis and all temporary changes have either ended or are being made permanent as of August Change Day 2022. UTA is proposing to formally adopt 29 changes to the system. 16 proposals would eliminate a route and 13 would reduce the amount of service by greater than 33%, both of which would constitute a major change. In addition to these 29 changes, UTA is also proposing to make 24 increases in either their frequency or span of service permanent. These increases do not, however, constitute a major change but are mentioned here to illustrate that other services were increased to compensate for decreases.

Reductions in Service

The table below lists the routes currently running a reduced schedule when compared to their pre-pandemic service levels. It is proposed that these reductions would become permanent on August Change Day.

Area	Route	Change	Decrease Type
Salt Lake County	17	Reduced Service	Frequency
Salt Lake County	41	Reduced Service	Frequency
Salt Lake County	45	Reduced Service	Frequency
Salt Lake County	47	Reduced Service	Frequency
Salt Lake County	54	Reduced Service	Frequency
Salt Lake County	205	Reduced Service	Frequency
Salt Lake County	209	Reduced Service	Frequency
Salt Lake County	220	Reduced Service	Frequency
Salt Lake County	223	Reduced Service	Frequency
Salt Lake County	227	Reduced Service	Frequency
Salt Lake County	248	Reduced Service	Frequency
Davis & Weber	472	Reduced Service	Trips
Davis & Weber	604	Reduced Service	Frequency
Utah County	833	Reduced Service	Frequency

Reduced Service in Davis and Weber Counties

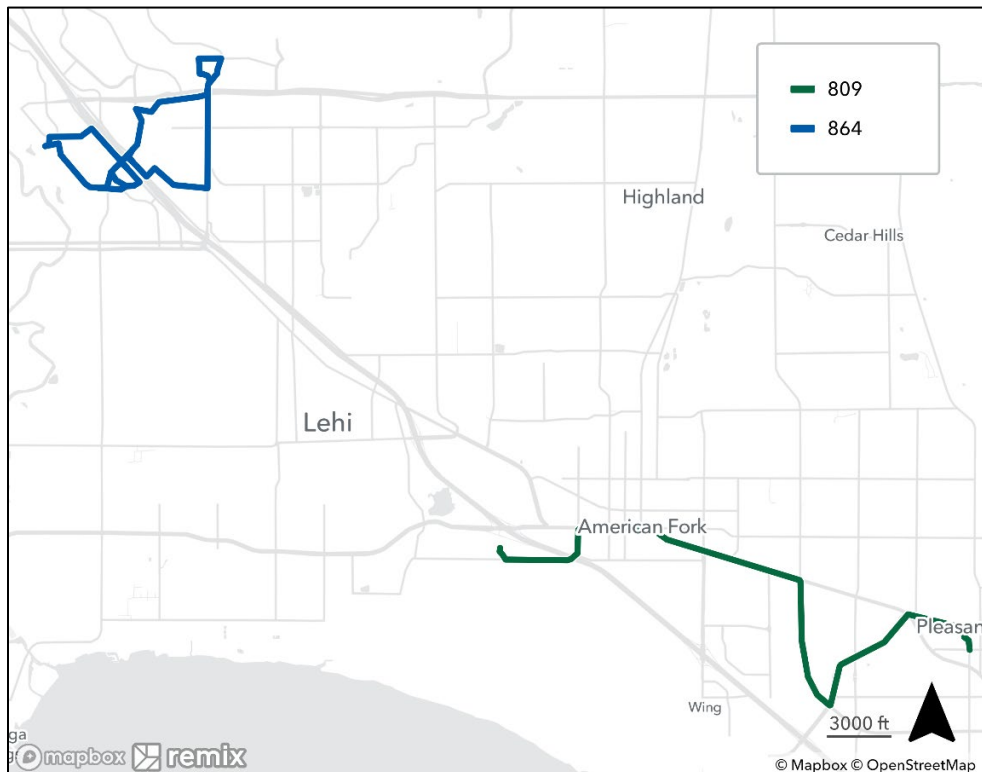


Discontinuations in Service

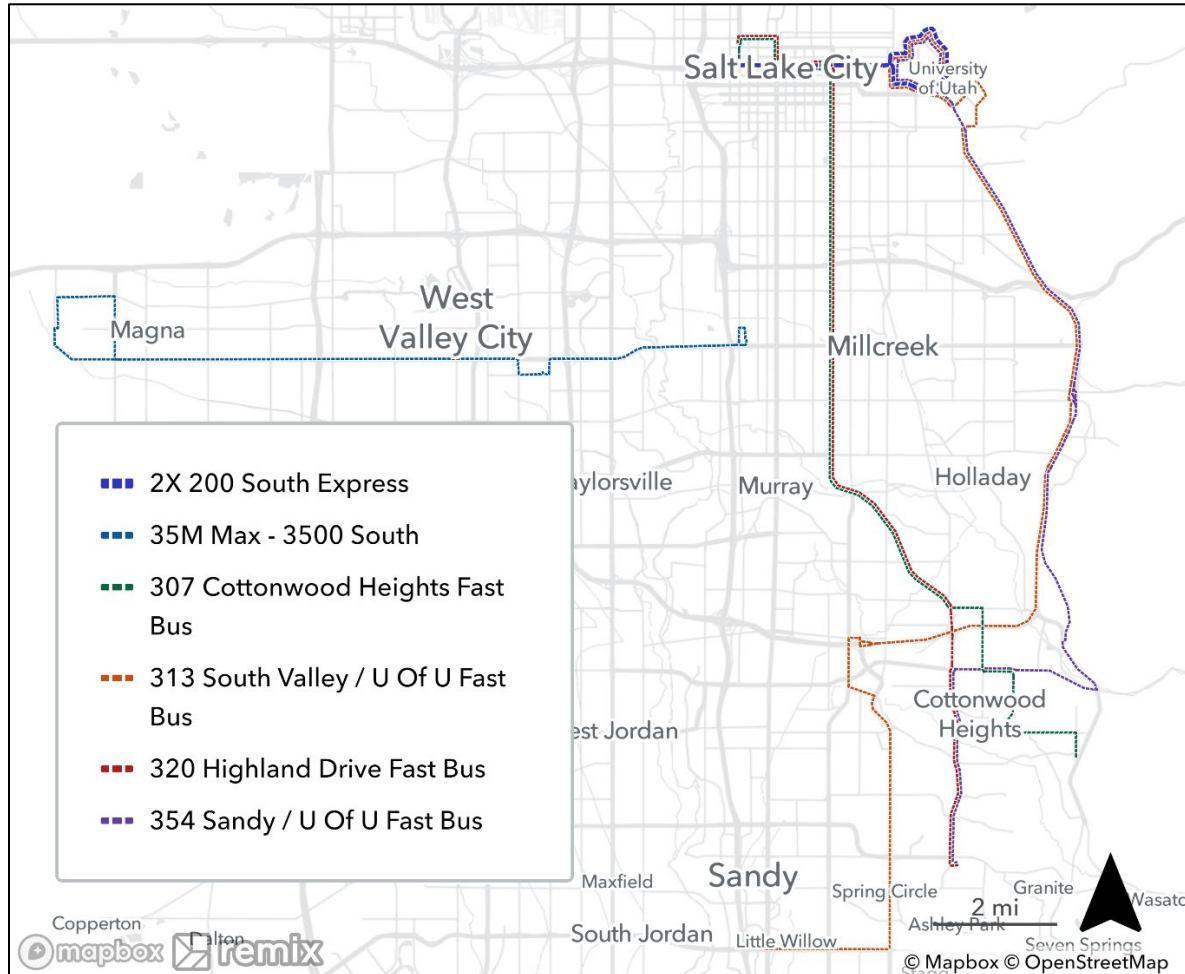
The table below lists the routes that have been discontinued during UTA's pandemic response. It is proposed that these route eliminations would become permanent on August Change Day.

Area	Route	Change
Salt Lake	2X	Discontinued
Salt Lake	35M	Discontinued
Salt Lake	307	Discontinued
Salt Lake	313	Discontinued
Salt Lake	320	Discontinued
Salt Lake	354	Discontinued
Davis & Weber	456	Discontinued
Davis & Weber	460	Discontinued
Davis & Weber	461	Discontinued
Davis & Weber	462	Discontinued
Davis & Weber	463	Discontinued
Davis & Weber	471	Discontinued
Davis & Weber	608	Discontinued
Davis & Weber	616	Discontinued
Utah Co	809	Discontinued
Utah Co	864	Discontinued

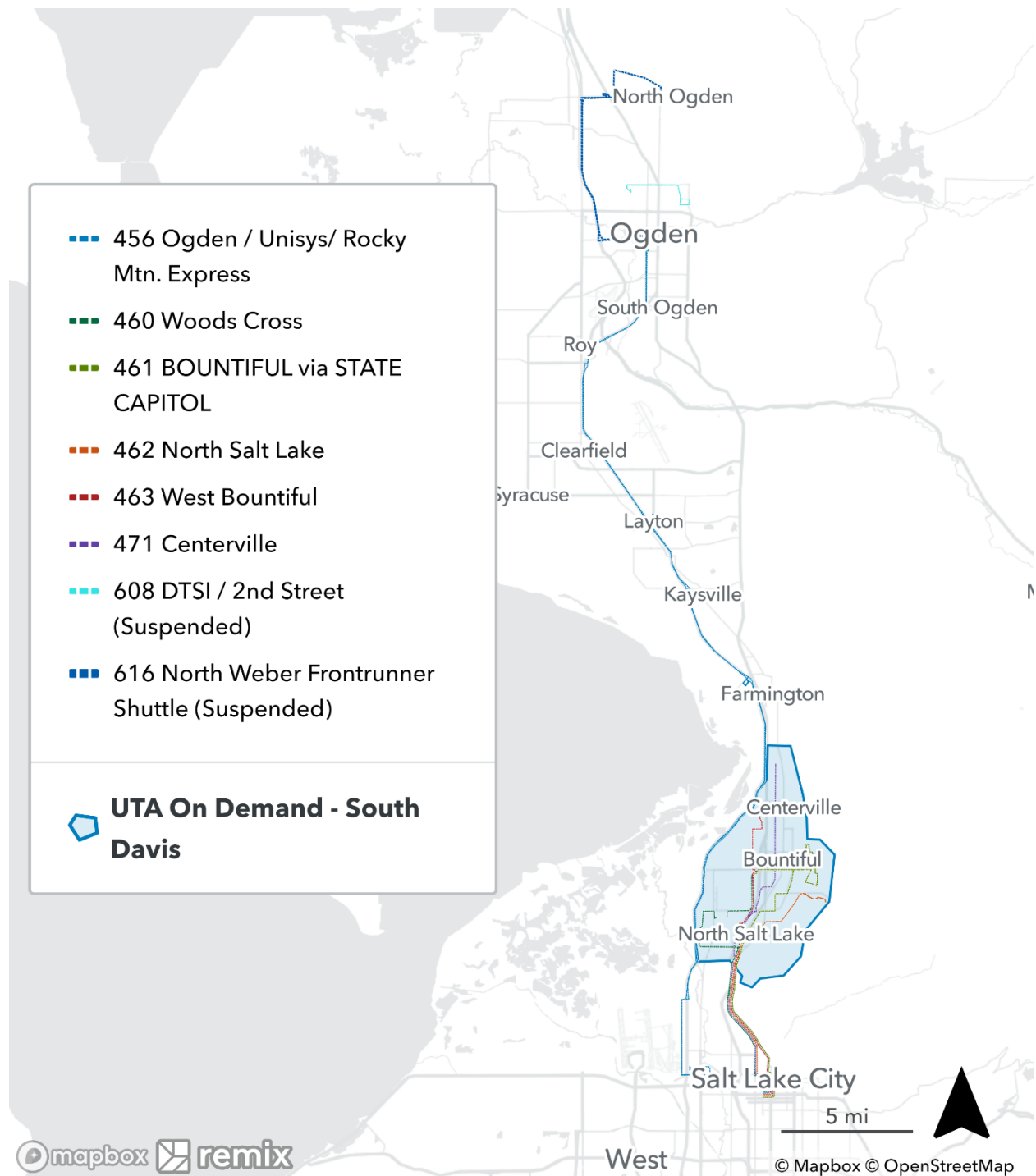
Discontinued Routes in Utah County



Discontinued Routes in Salt Lake County



Discontinued Routes in Weber and Davis Counties



Analysis of Proposed 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) 2019 5-year estimates, which was dispersed into census blocks, in lieu of the larger block groups to use the smallest geographic area possible for the analysis. The distribution was dictated by population ratios from 2010 Census Data. Proposed service changes were analyzed based on the stops, flex route radii, 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 walkability radius applied to them, which was based on the actual accessibility of the stop or station by road. If applicable, Flex routes have a three-quarter mile radius attached to the alignment due to the deviation capabilities of that service type. Any census block that was overlapped by any of these radii had its population included as those impacted by the proposed changes. 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.

Total low-income population was calculated using ACS household income data which excludes certain housing types where a “household” does not reflect those within certain types of living quarters (e.g., prisons, college dormitories, etc.). For this reason, the total minority population and the total low-income population differed at varying degrees contingent upon the number of this household type within the impacted area.

The maps in this section show the route, individual stops, flex route radii and census blocks with concentrations of low-income households or minority individuals above the system average shaded.

August 2022 Proposed 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 a disparate impact or disproportionate burden and require further analysis in order to proceed.

Negative Changes

Area	Route Number	Change Type	Route Minority	Route Low-Income	Minority Difference	Low Income Difference
Salt Lake	3	Discontinued	23.09%	24.18%	-0.21%	7.98%
Salt Lake	6	Discontinued	22.53%	20.37%	-0.77%	4.17%
Salt Lake	41	Discontinued	48.74%	16.75%	25.44%	0.55%
Salt Lake	217	Alignment Change	57.8%	27.8%	34.5%	11.6%
Salt Lake	519	Discontinued	53.14%	35.25%	29.84%	19.05%
Salt Lake	520	Discontinued	52.59%	34.66%	29.29%	18.46%
Salt Lake	919	Discontinued	57.96%	36.02%	34.66%	19.82%
Salt Lake	920	Discontinued	57.60%	35.98%	34.30%	19.78%
Tooele	F400	Discontinued	18.0%	21.4%	-5.3%	5.2%
Tooele	F402	Discontinued	18.6%	22.6%	-4.7%	6.4%
Tooele	F453	Alignment Change	45.2%	27.9%	21.9%	11.7%
Davis & Weber	F605	Discontinued	13.6%	10.8%	-9.7%	-5.4%

Positive Changes

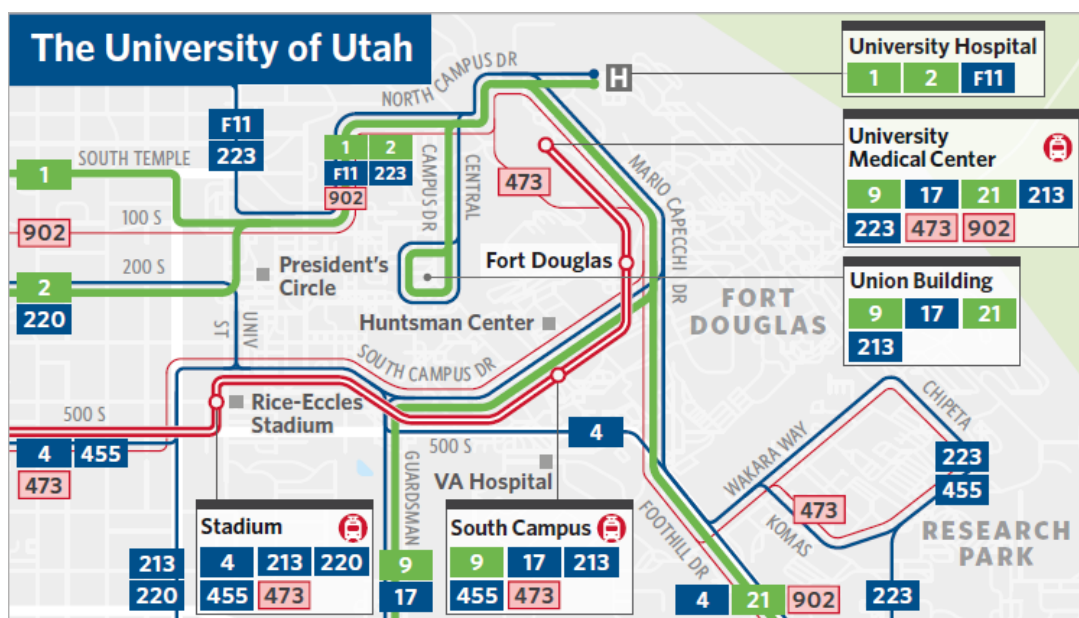
Area	Route Number	Change Type	Route Minority	Route Low-Income	Minority Difference	Low Income Difference
Salt Lake	209	Alignment Change	21.17%	20.48%	-2.13%	4.28%
Salt Lake	213	Alignment Change	21.4%	18.3%	-1.9%	2.1%
Salt Lake	220	Alignment Change	19.21%	18.61%	-4.09%	2.41%
Salt Lake	1	New Route	47.0%	32.1%	23.7%	15.9%
Salt Lake	47	Alignment Change	48.77%	21.37%	25.47%	5.17%
Salt Lake	205	Alignment Change	43.49%	28.29%	20.19%	12.09%
Salt Lake	223	Alignment Change	16.85%	15.27%	-6.45%	-0.93%
Davis & Weber	602	New Route	31.66%	21.91%	8.36%	5.71%

Evaluation of Findings

Based on the demographics of the population being impacted by the proposed changes, there is a potential for seven findings of a disparate impact and nine potential findings of a disproportionate burden. As these proposals are considered in the totality of the situation, however, many of them are immediately negated by the introduction of UTA On Demand Service in Salt Lake City. Routes 217, 519, 520, 919, 920, F400, F402, and F453 are all being replaced immediately by UTA On Demand service. UTA has determined that the addition will offset any potential findings since there is a potential for more convenient service.

In addition to a direct replacement through UTA On Demand, the potential disparate impact on riders along Route 41 is immediately negated by the extension of Route 47 to cover all of the same areas being left by the 41.

The proposed removal of Route 3 also poses a potential for a disproportionate burden in the areas being removed along Foothill Drive, through Campus Drive, and Virginia Street. This area is right on University of Utah's campus and contains a high concentration of low-income individuals. When just the excluded stops are looked at, they are comprised of 40.1% low-income households. However, since this area is so near the school there is a high concentration of transit including the Red Line of TRAX, and a substantial number of bus lines. As an illustration of the number of routes in the area, the map below shows the bus routes available after August Change Day. Considering the number of alternatives presented, UTA finds that the potential finding has been mitigated even in the areas where a direct and immediate replacement may not be implemented.



Pandemic Response

Below is a table of the route-level demographics of those impacted by the proposed change 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 a disparate impact or disproportionate burden and require further analysis in order to proceed.

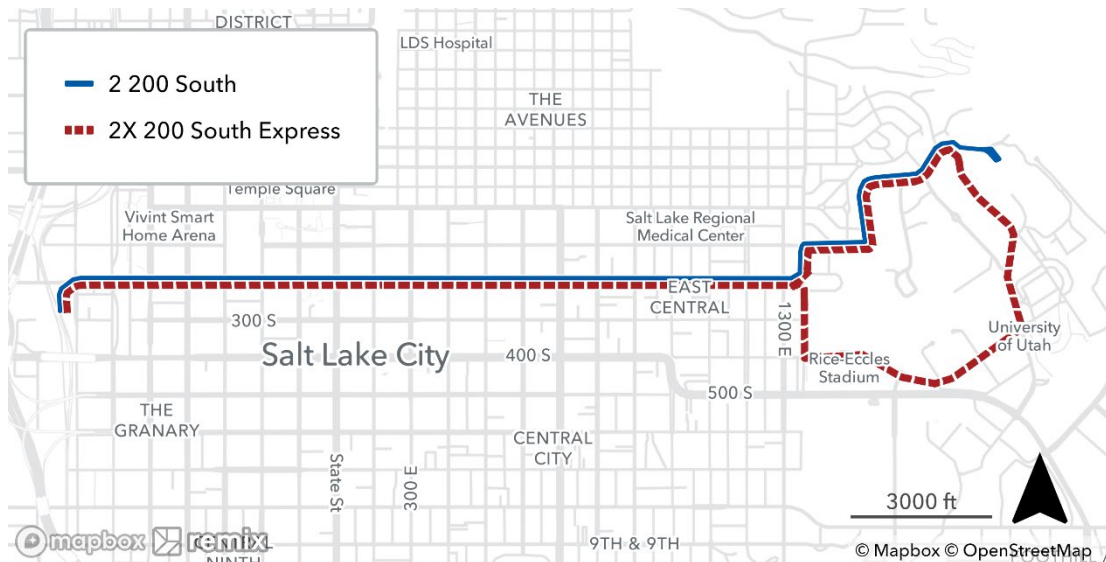
Area	Route Number	Change Type	Route Minority	Route Low-Income	Min Difference	Low Income Difference
Salt Lake	2X	Discontinued	29.56%	40.41%	6.26%	24.21%
Salt Lake	17	Reduced Service	25.53%	18.17%	2.23%	1.97%
Salt Lake	35M	Discontinued	47.95%	24.71%	24.65%	8.51%
Salt Lake	45	Reduced Service	18.26%	14.97%	-5.04%	-1.23%
Salt Lake	47	Reduced Service	48.77%	21.37%	25.47%	5.17%
Salt Lake	54	Reduced Service	36.19%	16.99%	12.89%	0.79%
Salt Lake	205	Reduced Service	35.49%	24.82%	12.19%	8.62%
Salt Lake	209	Reduced Service	21.09%	19.62%	-2.21%	3.42%
Salt Lake	220	Reduced Service	19.21%	18.61%	-4.09%	2.41%
Salt Lake	223	Reduced Service	14.12%	11.81%	-9.18%	-4.39%
Salt Lake	227	Reduced Service	35.54%	11.30%	12.24%	-4.90%
Salt Lake	248	Reduced Service	43.67%	18.53%	20.37%	2.33%
Salt Lake	307	Discontinued	21.52%	19.89%	-1.78%	3.69%
Salt Lake	313	Discontinued	20.86%	15.95%	-2.44%	-0.25%
Salt Lake	320	Discontinued	21.52%	19.89%	-1.78%	3.69%
Salt Lake	354	Discontinued	16.28%	13.70%	-7.02%	-2.50%
Davis & Weber	456	Discontinued	39.6%	27.1%	16.3%	10.9%
Davis & Weber	460	Discontinued	24.52%	14.64%	1.22%	-1.56%
Davis & Weber	461	Discontinued	17.17%	13.03%	-6.13%	-3.17%
Davis & Weber	462	Discontinued	17.02%	13.58%	-6.28%	-2.62%
Davis & Weber	463	Discontinued	21.09%	15.54%	-2.21%	-0.66%
Davis & Weber	471	Discontinued	18.83%	14.67%	-4.47%	-1.53%
Davis & Weber	472	Reduced Service	22.82%	18.37%	-0.48%	2.17%
Davis & Weber	604	Reduced Service	25.19%	16.39%	1.89%	0.19%
Davis & Weber	608	Discontinued	40.25%	25.45%	16.95%	9.25%
Davis & Weber	616	Discontinued	22.48%	13.49%	-0.82%	-2.71%
Utah Co	809	Discontinued	22.43%	22.86%	-0.87%	6.66%
Utah Co	833	Reduced Service	43.45%	27.58%	20.15%	11.38%
Utah Co	864	Discontinued	19.51%	10.04%	-3.79%	-6.16%

Evaluation of Findings

Based on the demographics of the population being impacted by the proposed changes, there is a potential for ten findings of a disparate impact and eight potential findings of a disproportionate burden. The remainder of this section will review those potential findings in depth to evaluate whether these changes require additional analysis.

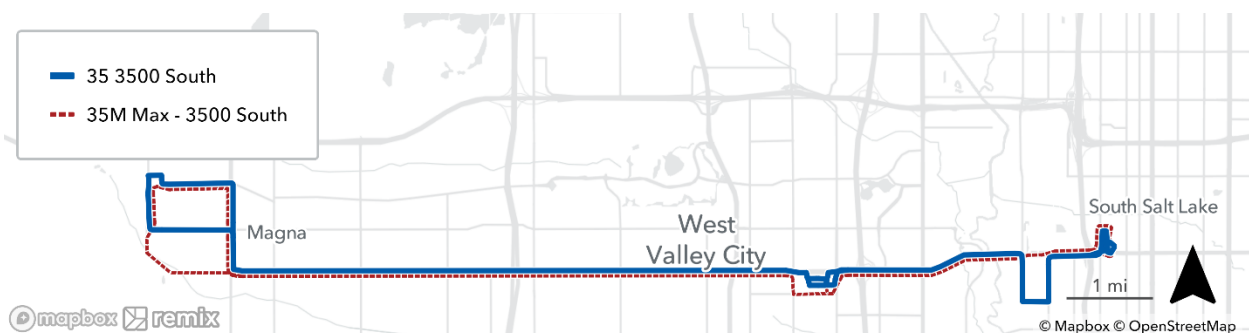
Route 2X

This route is largely a duplication of Route 2 as the map shows below. Route 2's span of service was increased to provide more service to the area. As established previously, the University of Utah has considerable service to the area which would provide viable and meaningful access to areas no longer serviced by the 2X.



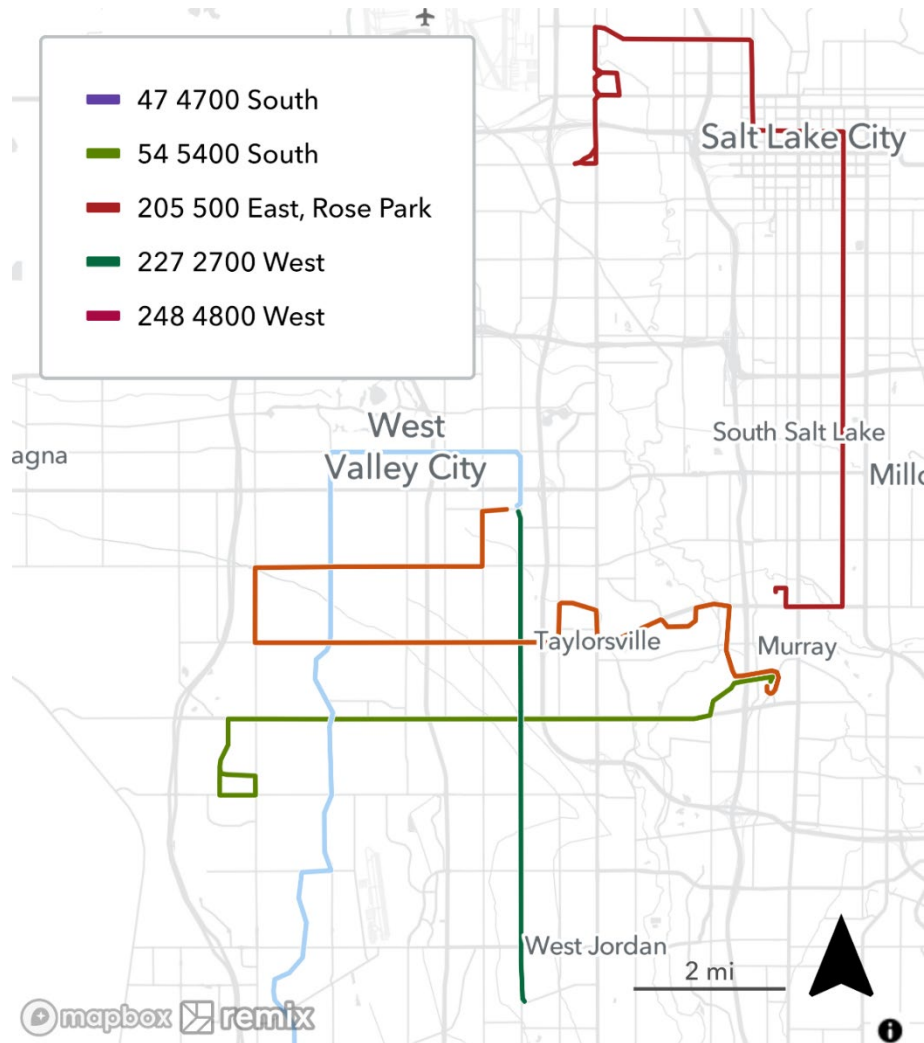
Route 35M

Route 35M was suspended in April of 2020 to address the decrease in service. As with the 2X, the 35M has underlying service that covers the majority of the area no longer. Below is the 35 and the 35M to illustrate the overlap.



Routes 47, 54, 205, 227, & 248

UTA has proposed to reduce service along five routes in Salt Lake County in response to demand. These changes would decrease the headways to 30 minutes on weekdays and 60 minutes on Saturday for Routes 47 and 54 and decrease weekday headways to 60 minutes on Routes 205, 227, and 248. See a map below of these routes.



These routes saw a sharp decline in ridership during the pandemic of about 44%. To balance the decreased, UTA decreased the frequency and regularly monitored vehicle loads in order to prevent overcrowding on vehicles. Adjustments were made if vehicles were approaching capacity to prevent the spreading of COVID-19. Even with these measures, these routes were never brought back to pre-pandemic service levels. UTA is monitoring the demand closely, but has both limited budget and an operator shortage that is providing a substantial need for reduced service. UTA has considered bringing service levels up to pre-pandemic levels and plans to if the demand rises, but at present has determined that proceeding with the changes would

be the best way to enact proper stewardship with limited resources and feels that there is a substantial and legitimate justification to proceed as planned.

Route 456

Route 456 is a commuter route from Ogden with stops in South Ogden, Roy, Layton, Kaysville, Farmington, and into Salt Lake City. This route averaged 32 riders per day in 2019 and was cut very early on in the pandemic. April of 2020 had an average daily ridership of .41 riders per day. The majority of the populace identified by the stop-based analysis are in Salt Lake City and would not be the primary user of this route. The 2019 on-board survey had only three respondents from the 456. One identified as a minority, and all three were not low-income. In addition, all of these areas are able to access FrontRunner or Route 472 which provides better connections to downtown Salt Lake and other transit modes. There were no public comments about the 456. Due to all of these factors, UTA does not find that the elimination of this route is at all likely to have caused a finding of disparate impact or disproportionate burden.

Route 608

Route 608 is a specialized route that provided services to and from Wide Horizons and Developmental Training Systems Incorporated (DTSI). With the closure of the facility due to COVID-19, there was no longer any need for the route. In 2019, this route averaged 32 riders per day. Low ridership and the obsolescence of the route's purpose negate any findings to the community. If need arises, UTA will explore the restoration of Route 608.

Route 809

UTA has proposed to indefinitely suspend service along Route 809. This route connects Pleasant Grove and American Fork to the American Fork FrontRunner Station. An alternative to this route would be Route 850.



Prior to the pandemic, Route 809 averaged 10.6 riders per day and .8 riders per day in the month of April 2020 prior to it being suspended. The demographics of those around the route would indicate the potential for a disproportionate burden. UTA has considered the alternative of reinstating the route and has intentions to do so in the future but has determined that at present there aren't enough resources available to support the reinstatement of this route. There were zero comments from the public regarding this route.

In spite of the potential finding, UTA has determined that there is a substantial business justification to proceed due to limited funds and demand.

Route 833

At the beginning of the pandemic, UTA reduced headways on the 833 to every 60 minutes. This route provides a connection between Provo Central Station and the Provo Municipal Airport.



The route averaged 94 boardings per day pre-pandemic and 44 since the onset. Since this route is primarily a destination route from FrontRunner to Provo Central Station, it was important to factor in the ridership data as well as the demographics of the surrounding area. In the 2019 Onboard survey, 100% of respondents riding the 833 were white, non-Hispanic and 65% of respondents were considered low-income. Due to the actual ridership of the route having a vastly different racial breakdown than the surrounding area, UTA has determined that the likelihood of a disparate impact for this reduction is extremely low. However, the impact on low-income populations appears to be greater when ridership is accounted for. There are no viable UTA alternatives in the region that could provide an alternative if there is a need to get to the airport or other locations along the route. This would require additional planning or inconveniences for people utilizing the route and could result in long wait times. However, the associated cost of more frequent service is unavailable at this time, though could be allocated in the future. Due to budgetary restraints, UTA has determined that there is a substantial and legitimate business justification to proceed with this change in spite of the potential disproportionate burden.

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 reviews the pre and post change demographics of those that are within the impacted areas. This approaches the changes in a holistic way and ensure that UTA is making changes that are not gradually making the system inequitable. The table below takes this into account by reviewing the pandemic response changes and the August Change Day proposal separately.

	Population for Minority	Minority	Population for Low-Income	Low-Income	Percent Minority	Percent Low-Income
Pre-Pandemic	534,216	160,201	525,324	93,012	29.99%	17.71%
Post-Pandemic	347,369	114,715	340,681	63,970	33.02%	18.78%
Pre-August 22	402,119	117,624	394,330	74,393	29.25%	18.87%
Post-August 22	358,212	115,842	351,020	72,323	32.34%	20.60%

As indicated by the table above, there has been a net decrease in people served by the proposed changes in both the pandemic response and the August Change Day proposals. This decrease is expected since there was a consolidation of services to decrease budgetary requirements and address operator shortages. These do not factor in the areas where increases were proposed to span and frequency, but rather only those proposals that meet the major change definition. Also of note, the post-August change day figures do not factor in the addition of UTA On-Demand. In examining the routes being removed in Salt Lake, there are 35,100 people impacted by the proposed changes with 61% of the population being minority. The UTA On-Demand service area that replaces those routes serves 59,600 people with 64% of the population being minority. Tooele’s addition of on demand service adds 61,100 people (20% minority) and Davis County adds 88,000 (19% minority).

In a review for Title VI population impacts on a system-wide level, the percentage of minority and low-income households and individuals being served has increased overall despite the decrease in total population served. This would indicate that the people still within the service

area have higher concentrations of minority and low-income people and would not generate an equity issue as these changes are being implemented.

Conclusion

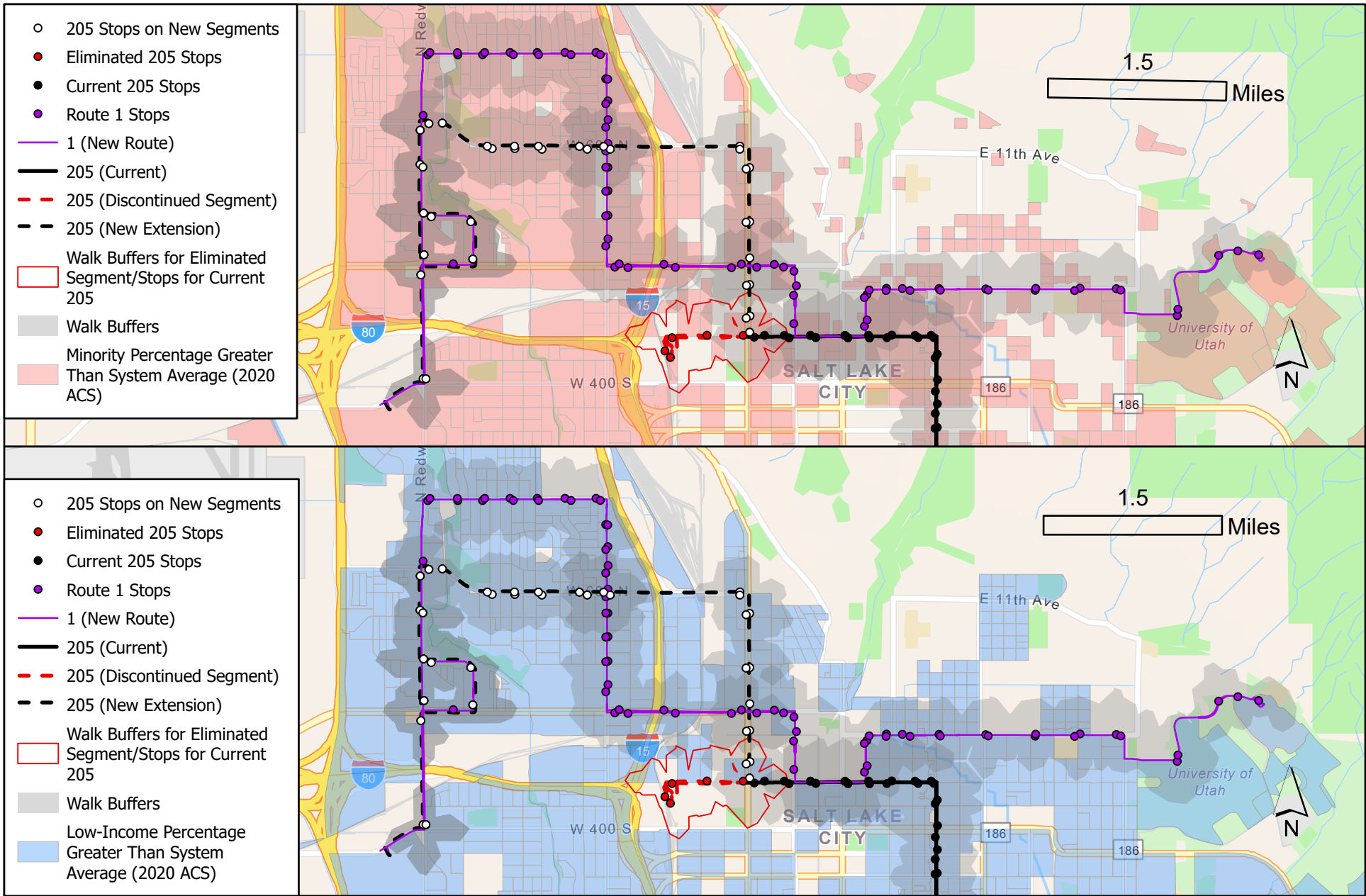
There are a number of routes being changed that have high concentrations of low-income and minority populations. Many of these changes indicate a potential for a Title VI finding but only two routes are not immediately addressed by the introduction of other services or other routes that were duplicative of those being eliminated. Of the routes with findings that were not immediately negated, UTA has a substantial and legitimate business justification to proceed with the changes as proposed.

As a system, there are decreases to the number of people served, but the people being served have higher concentrations of minority and low-income people which resulted in no potential findings on a system-wide level.

Title VI Maps

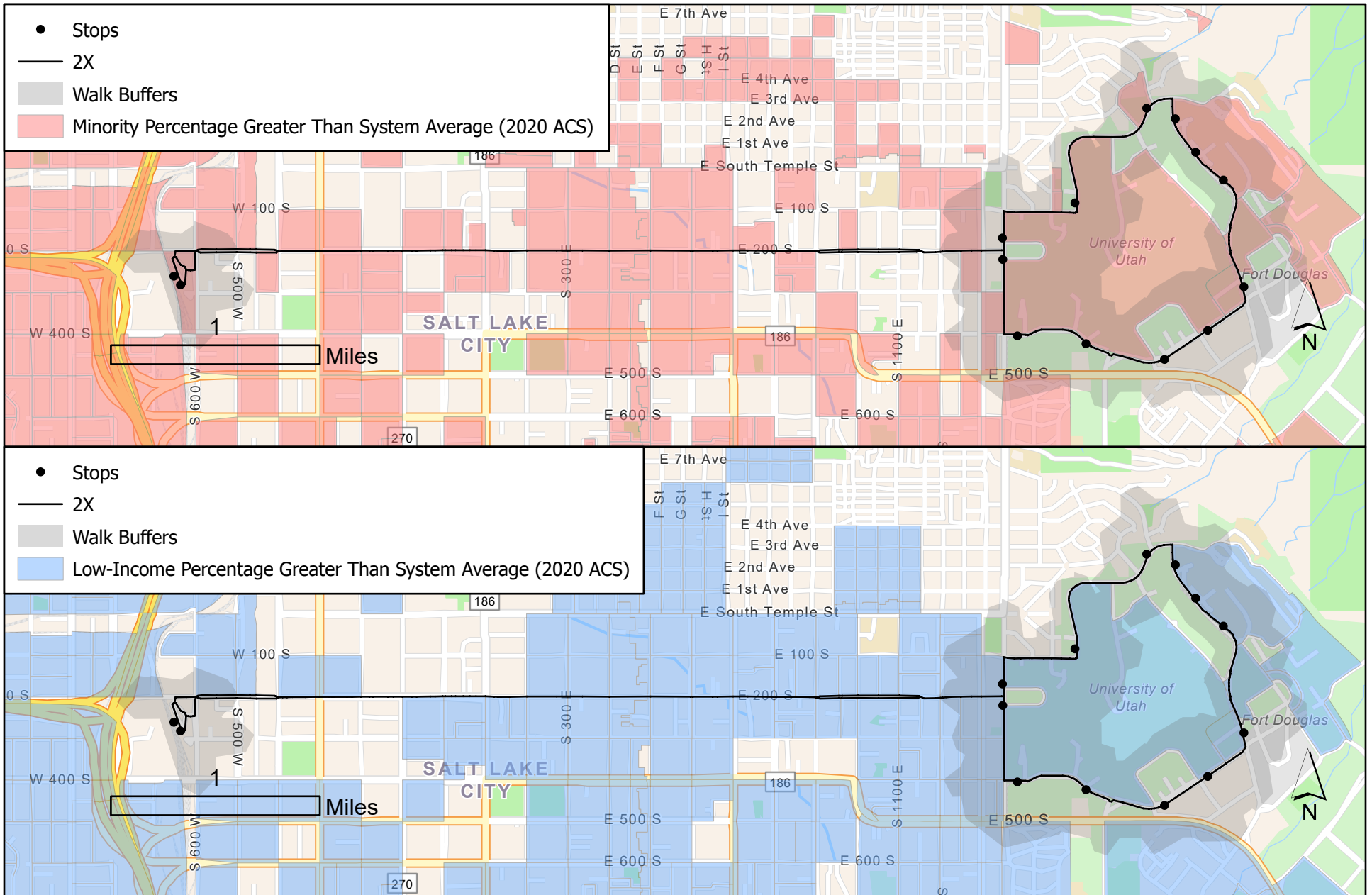
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August 2022 Service Changes, Route 205 (Alignment Change) and Route 1 (New Route)



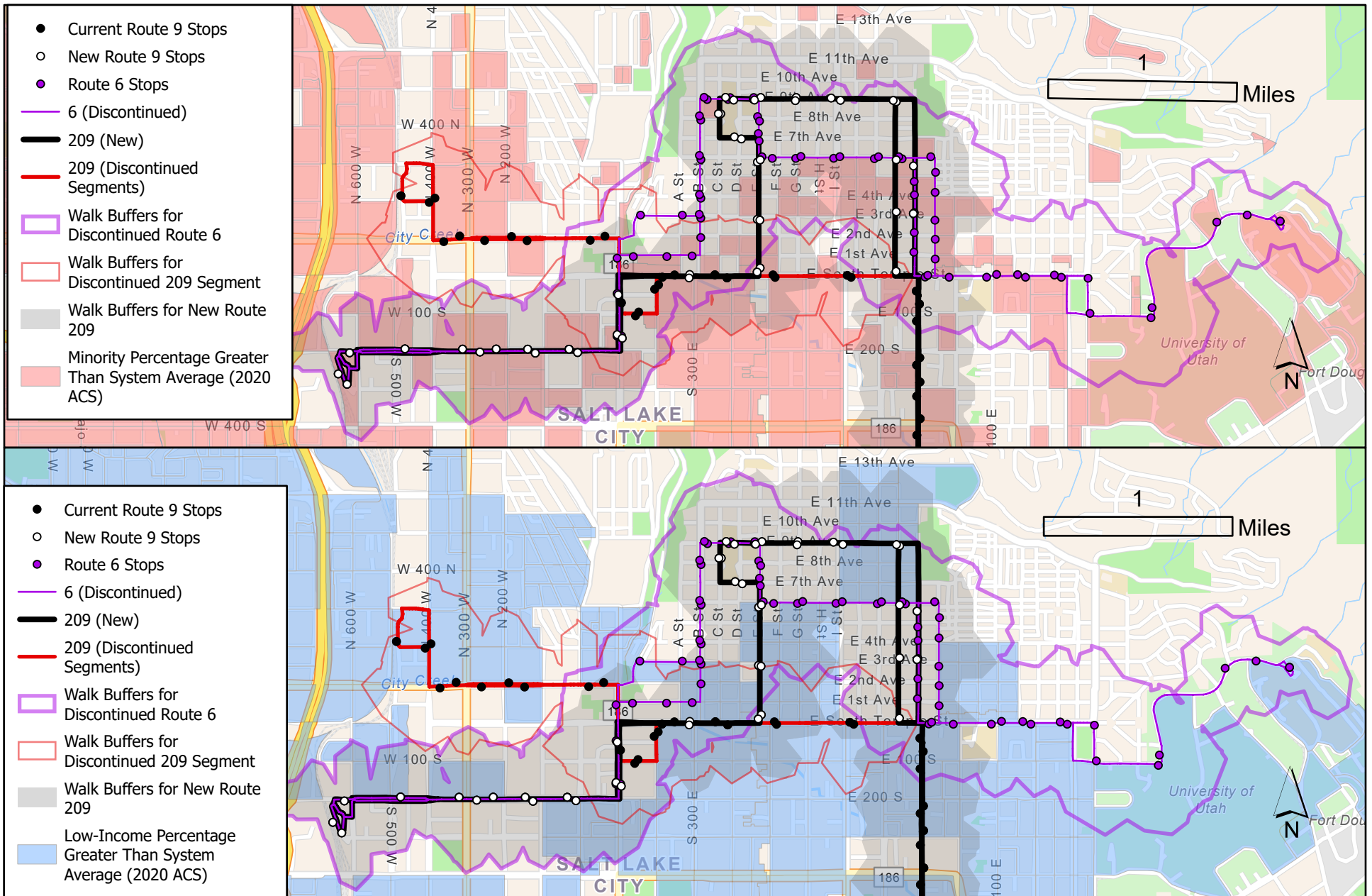
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 2X (Suspended)



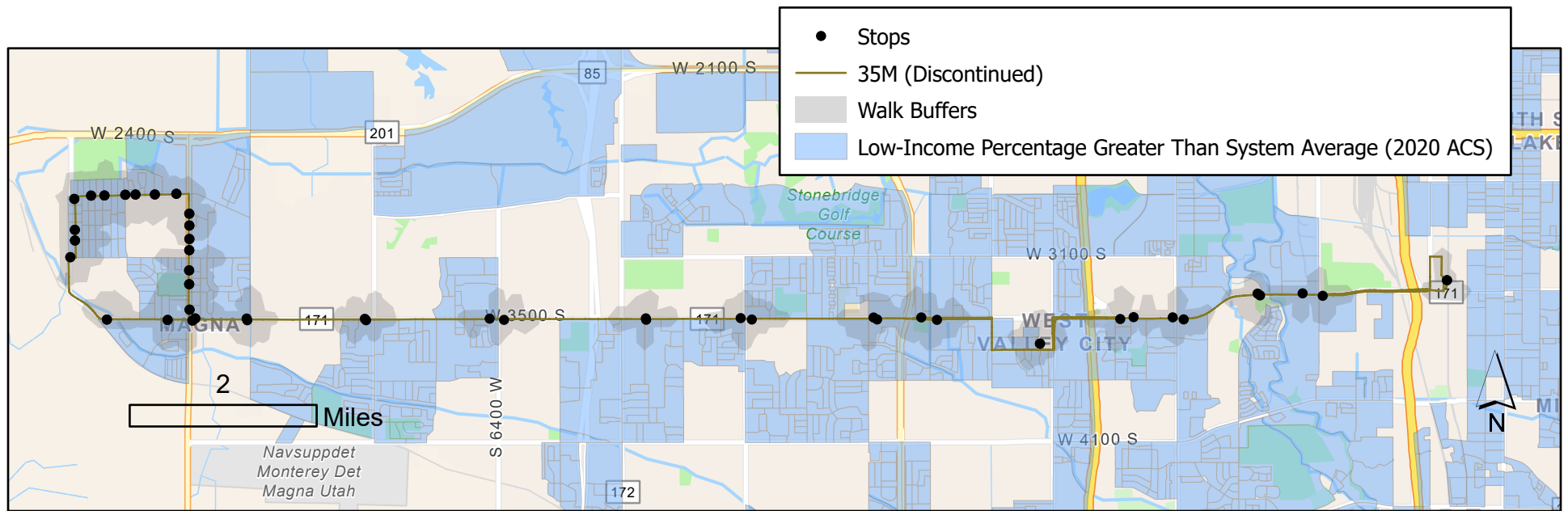
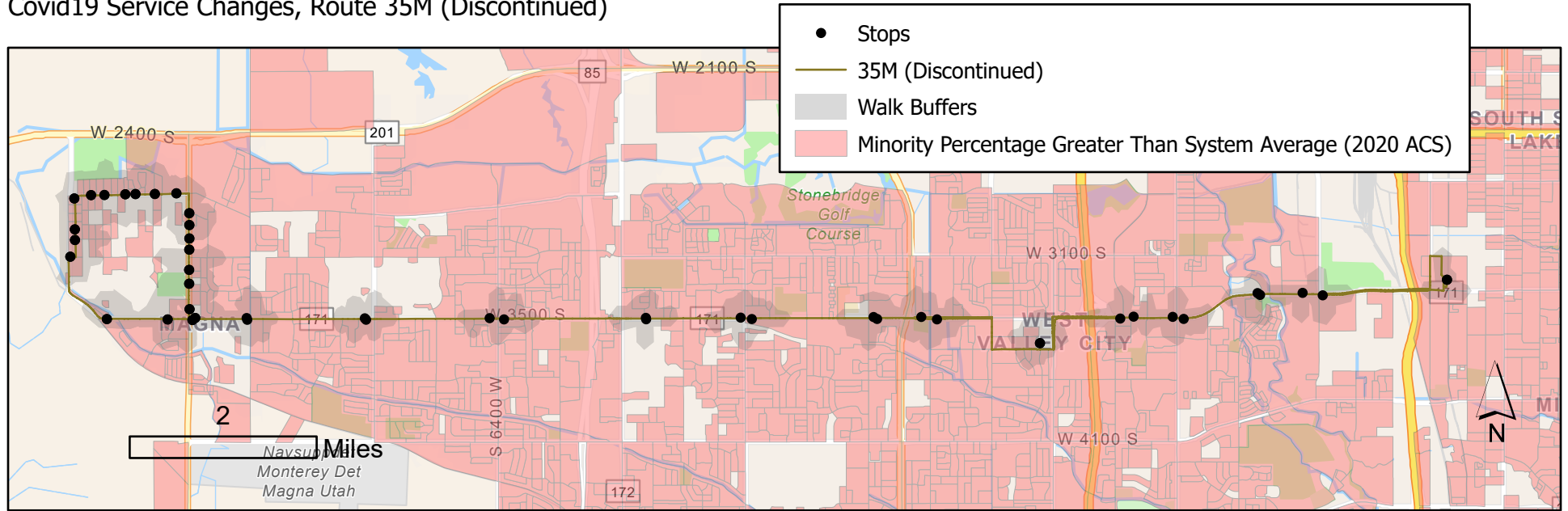
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

August 2022 Service Changes, Route 209 (Alignment Change) and Route 6 (Discontinued)



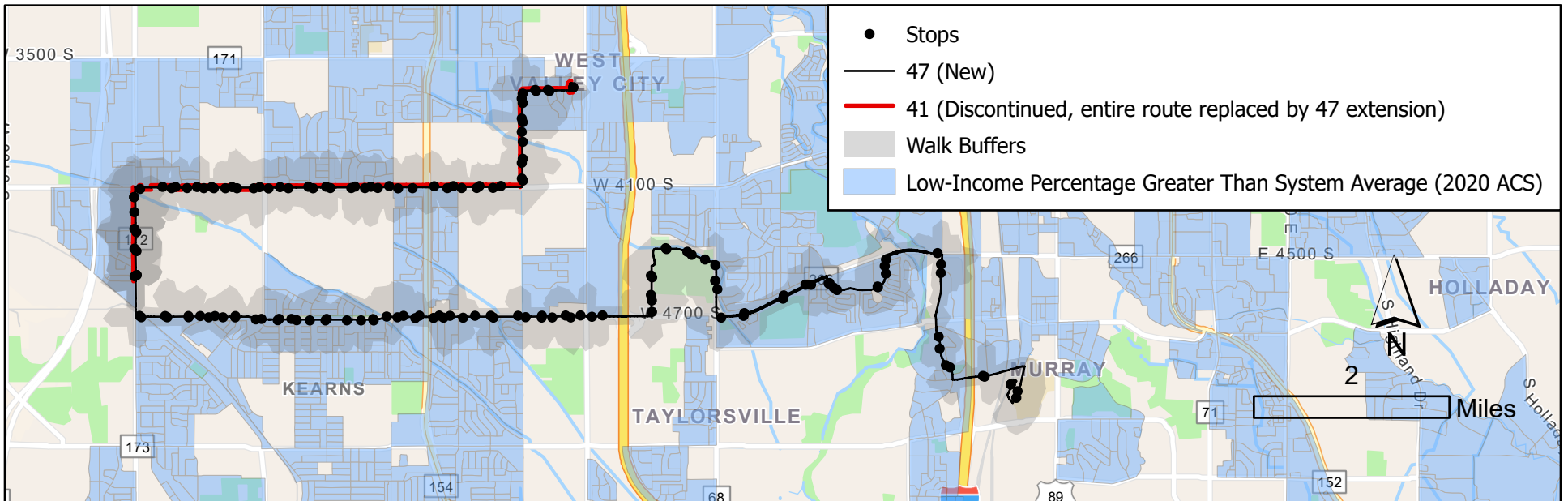
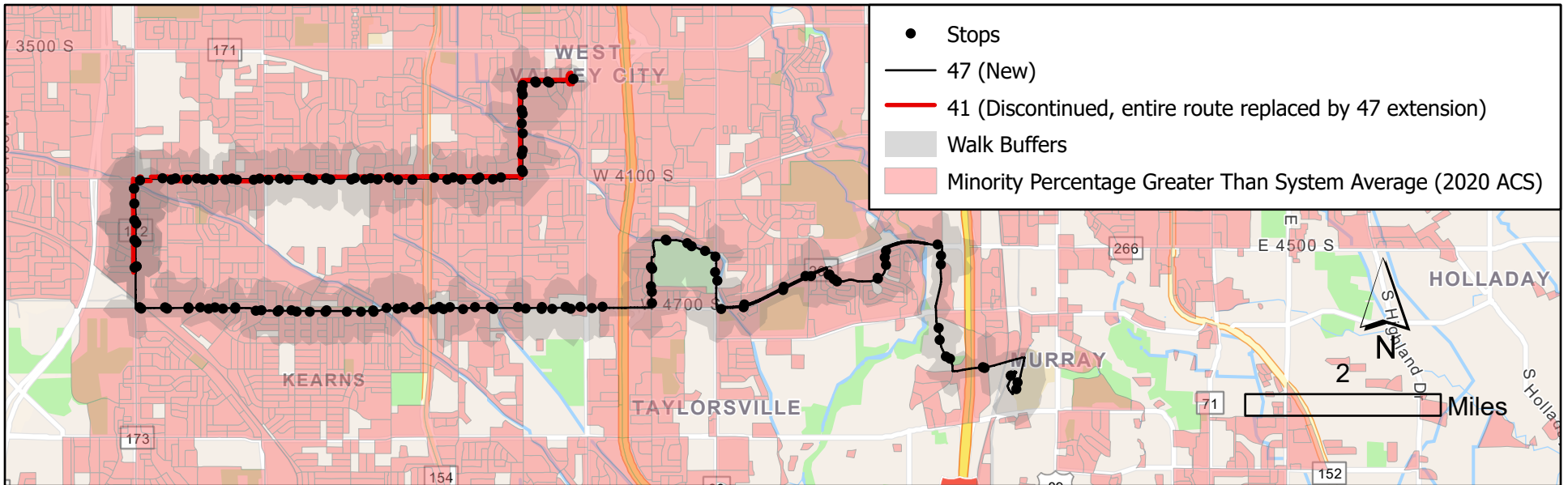
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 35M (Discontinued)



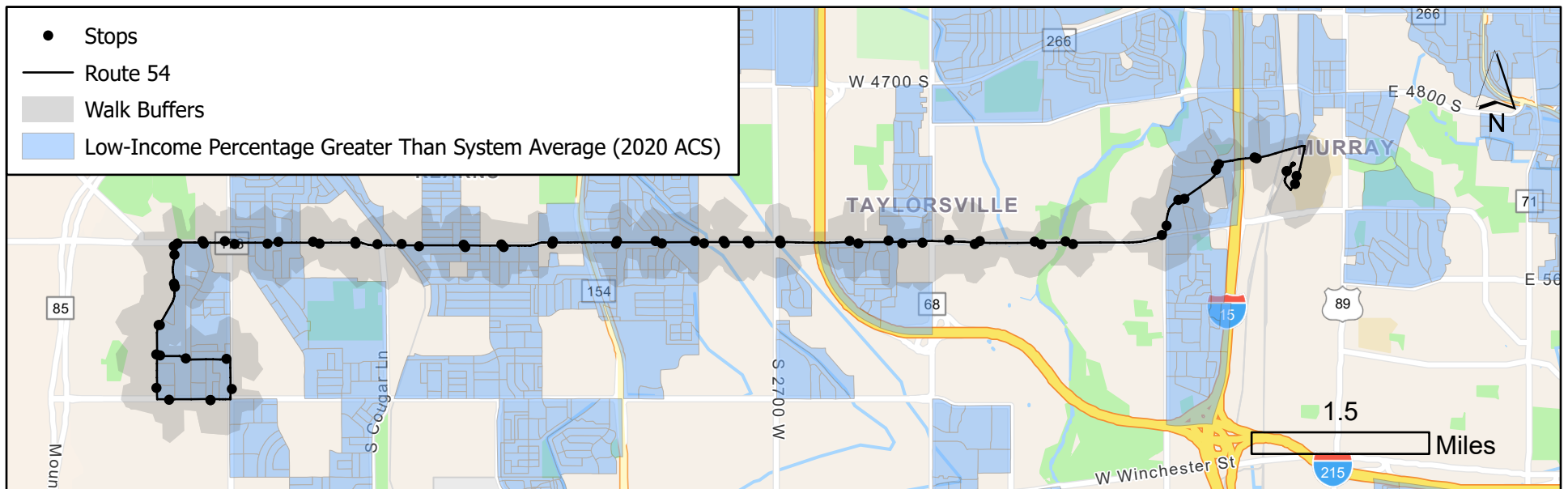
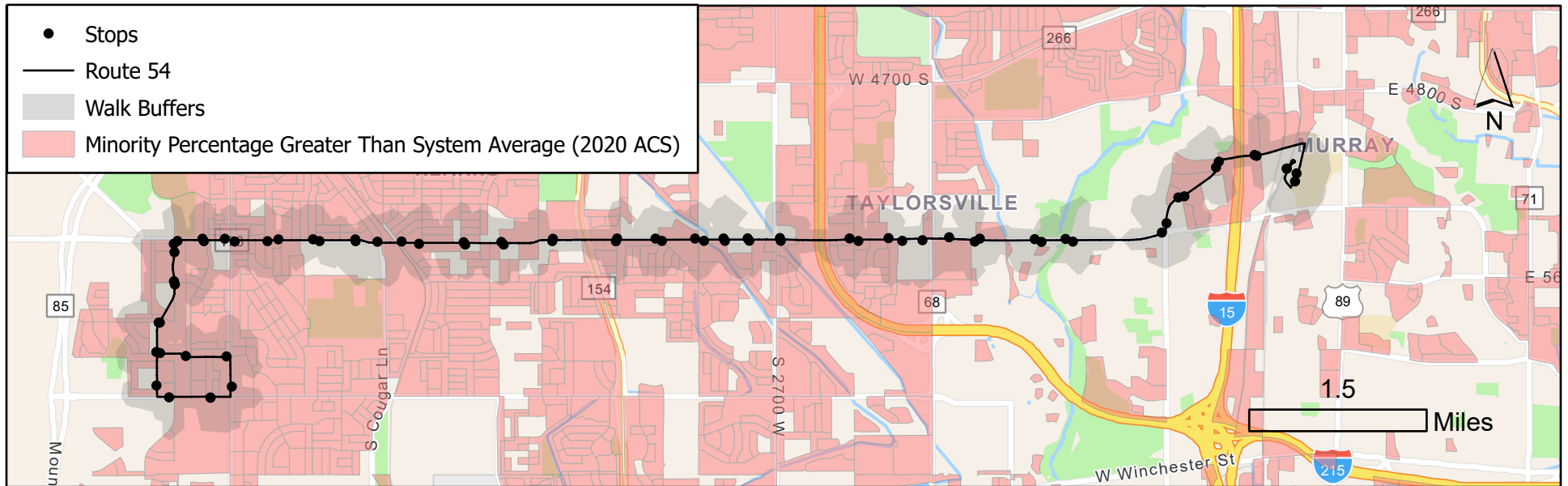
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 and August 2022 Service Changes, Route 41 and 47 (Reduced Service Due to Covid19, Alignment Change in August 2022)



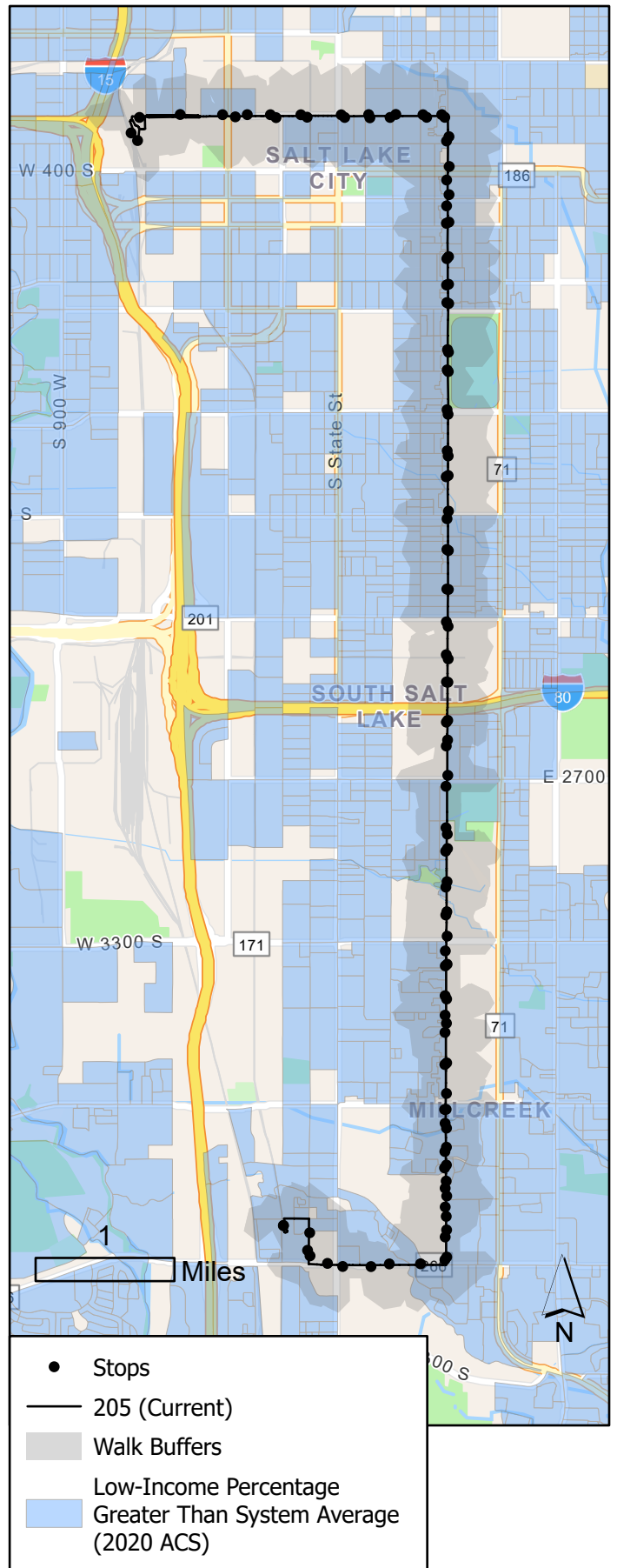
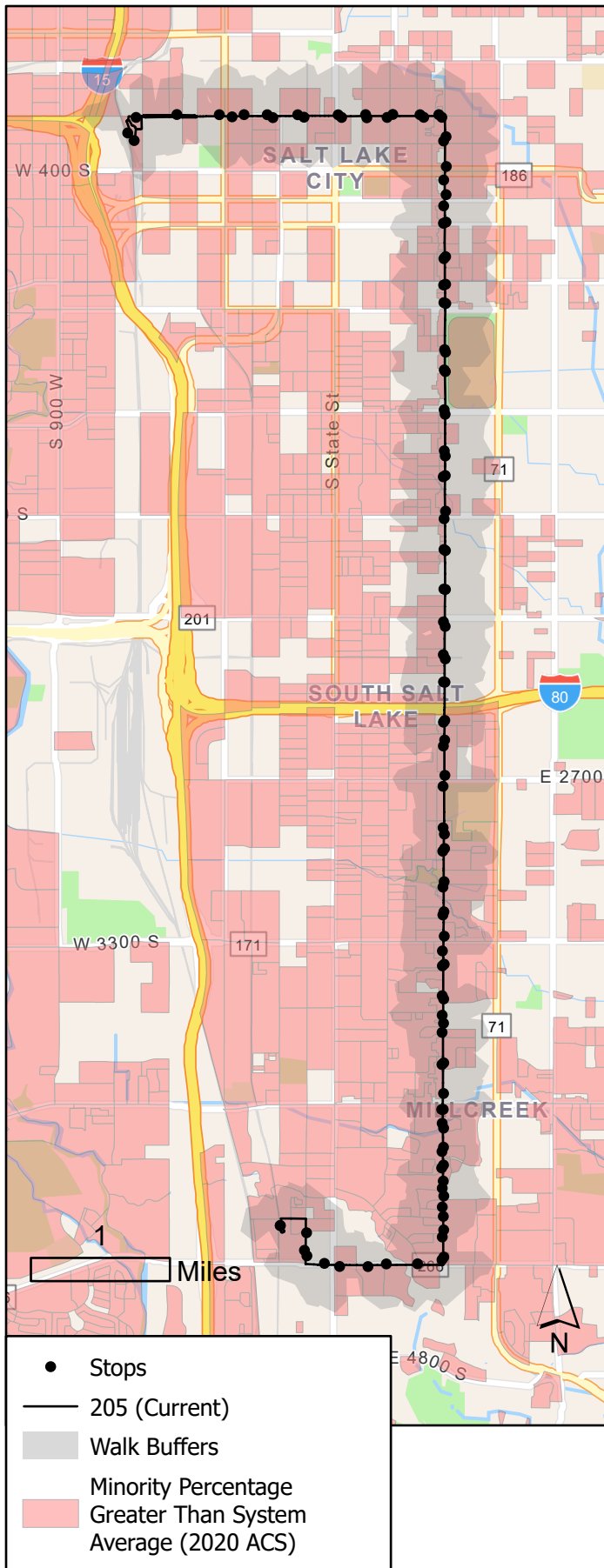
Murray City GIS, County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 54 (Reduced Service)

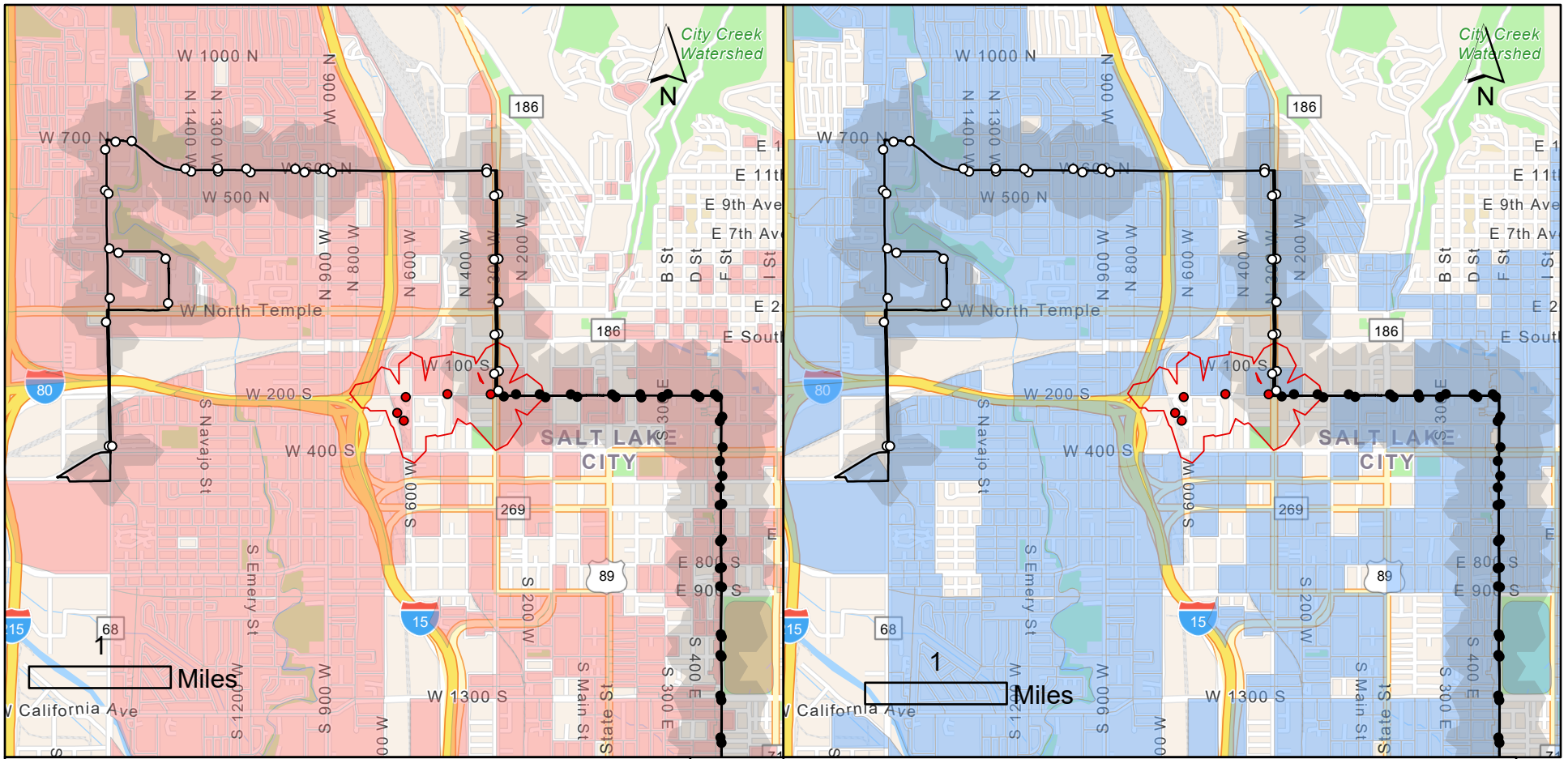


County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 and August 2022 Service Changes, Route 205 (Reduced Service and Alignment Change)



August 2022 Service Changes, Route 205 (Alignment Change)

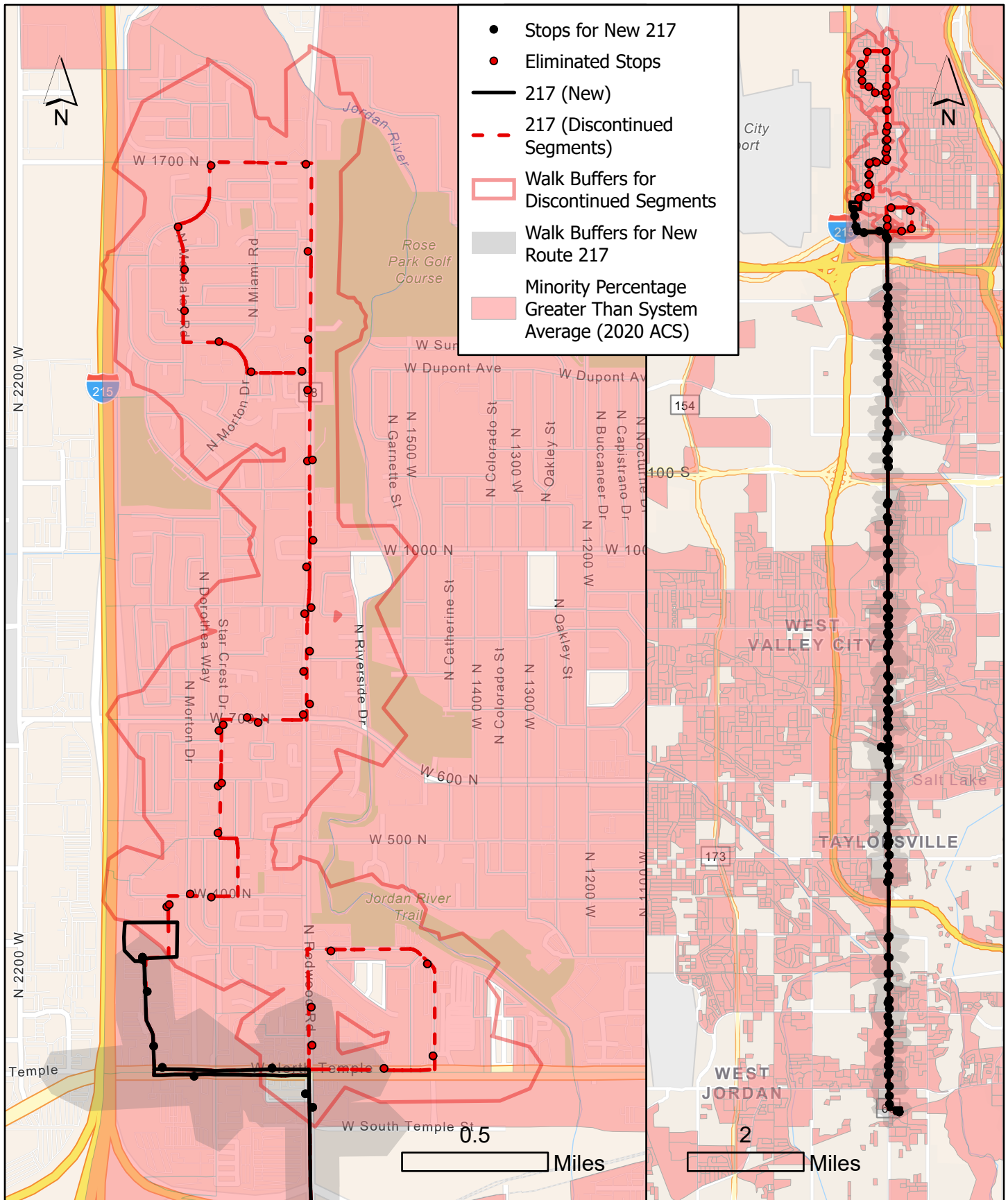


- 205 Stops on New Segments
- Eliminated 205 Stops
- Current 205 Stops
- 205 (New)
- Walk Buffers for Eliminated Segment/Stops for Current 205
- Walk Buffers for New 205
- Minority Percentage Greater Than System Average (2020 ACS)

- 205 Stops on New Segments
- Eliminated 205 Stops
- Current 205 Stops
- 205 (New)
- Walk Buffers for Eliminated Segment/Stops for Current 205
- Walk Buffers for New 205
- Low-Income Percentage Greater Than System Average (2020 ACS)

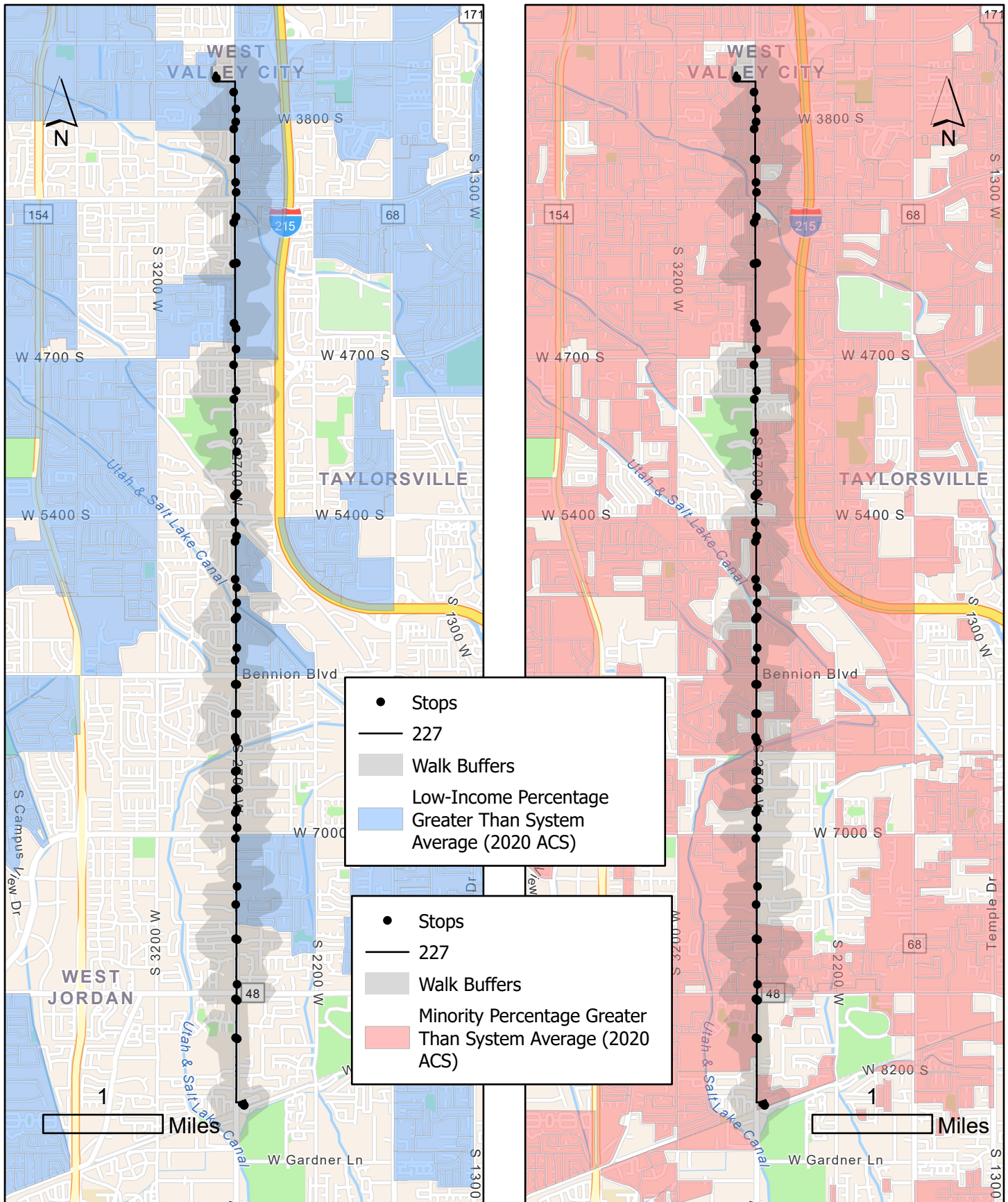
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

August 2022 Service Changes, Route 217 (Alignment Change)



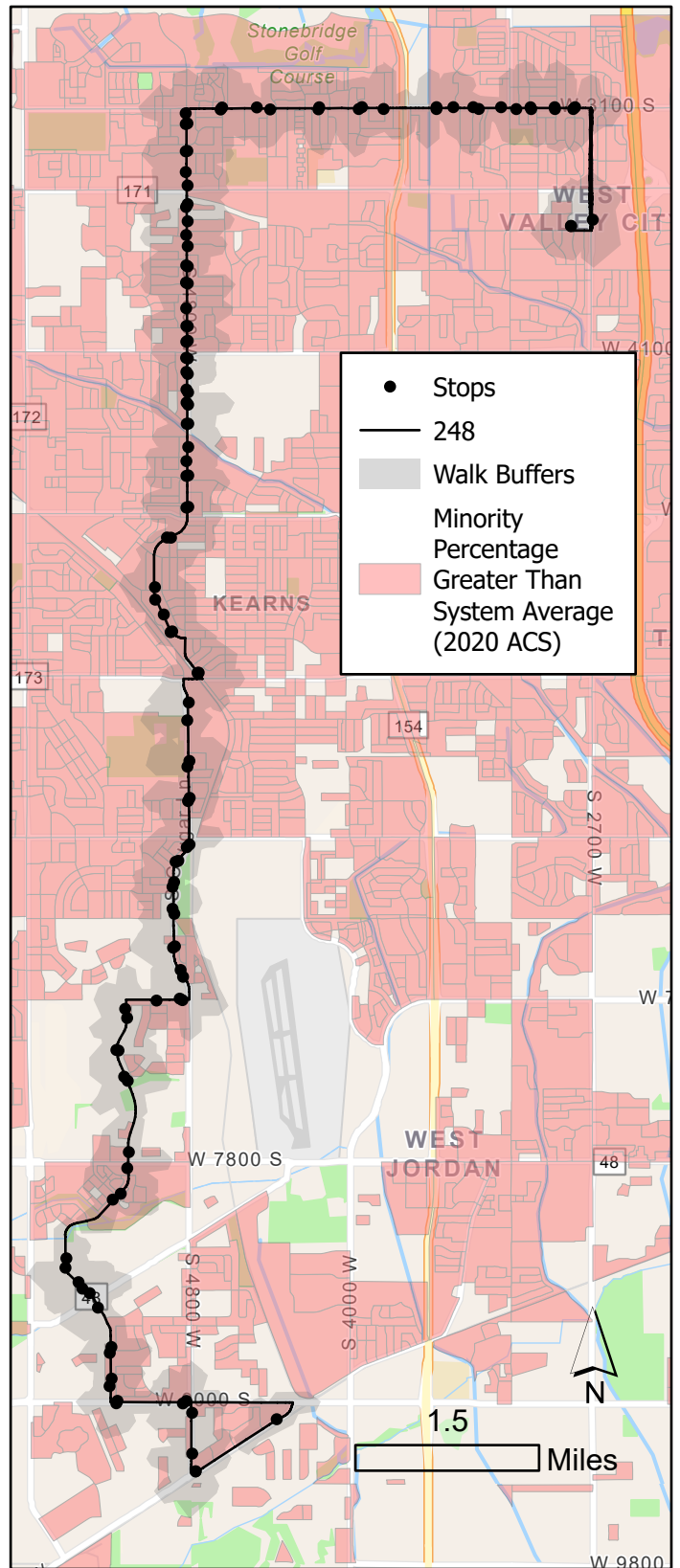
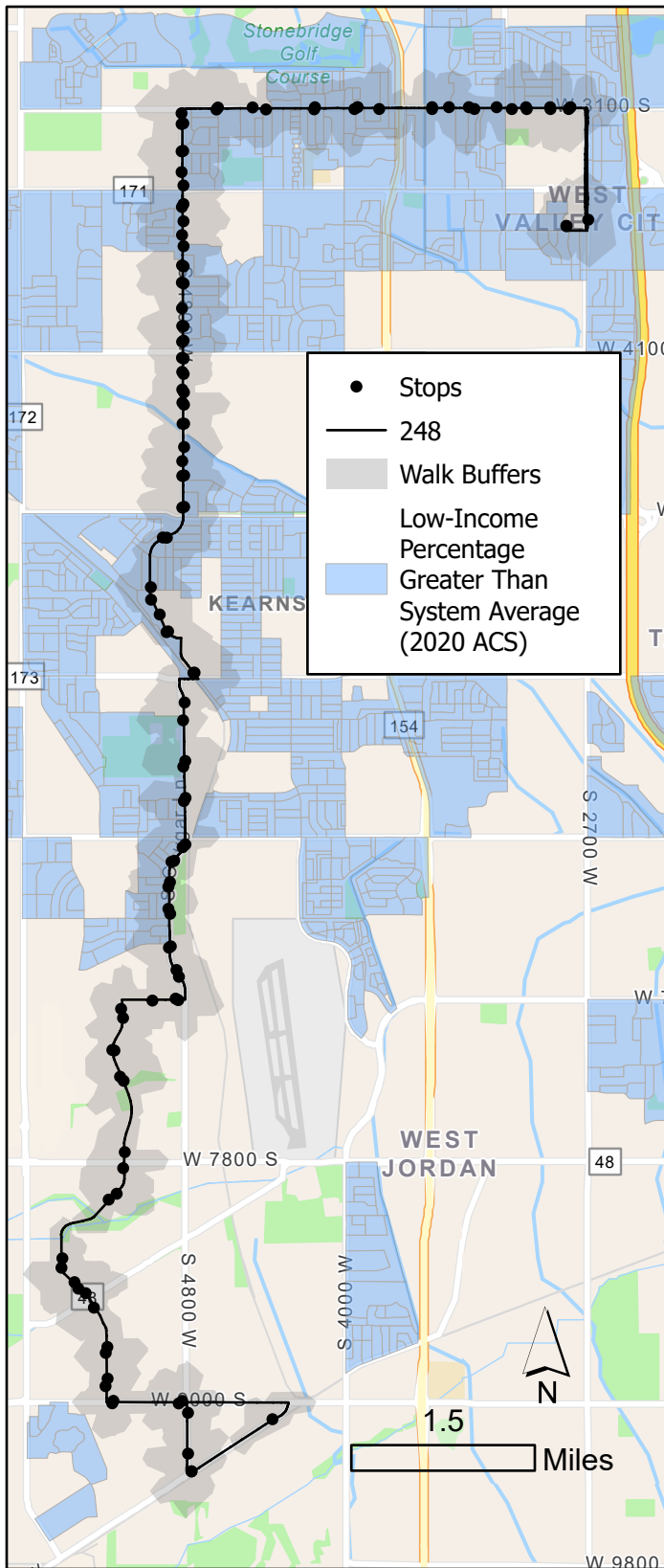
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 227 (Reduced Service)



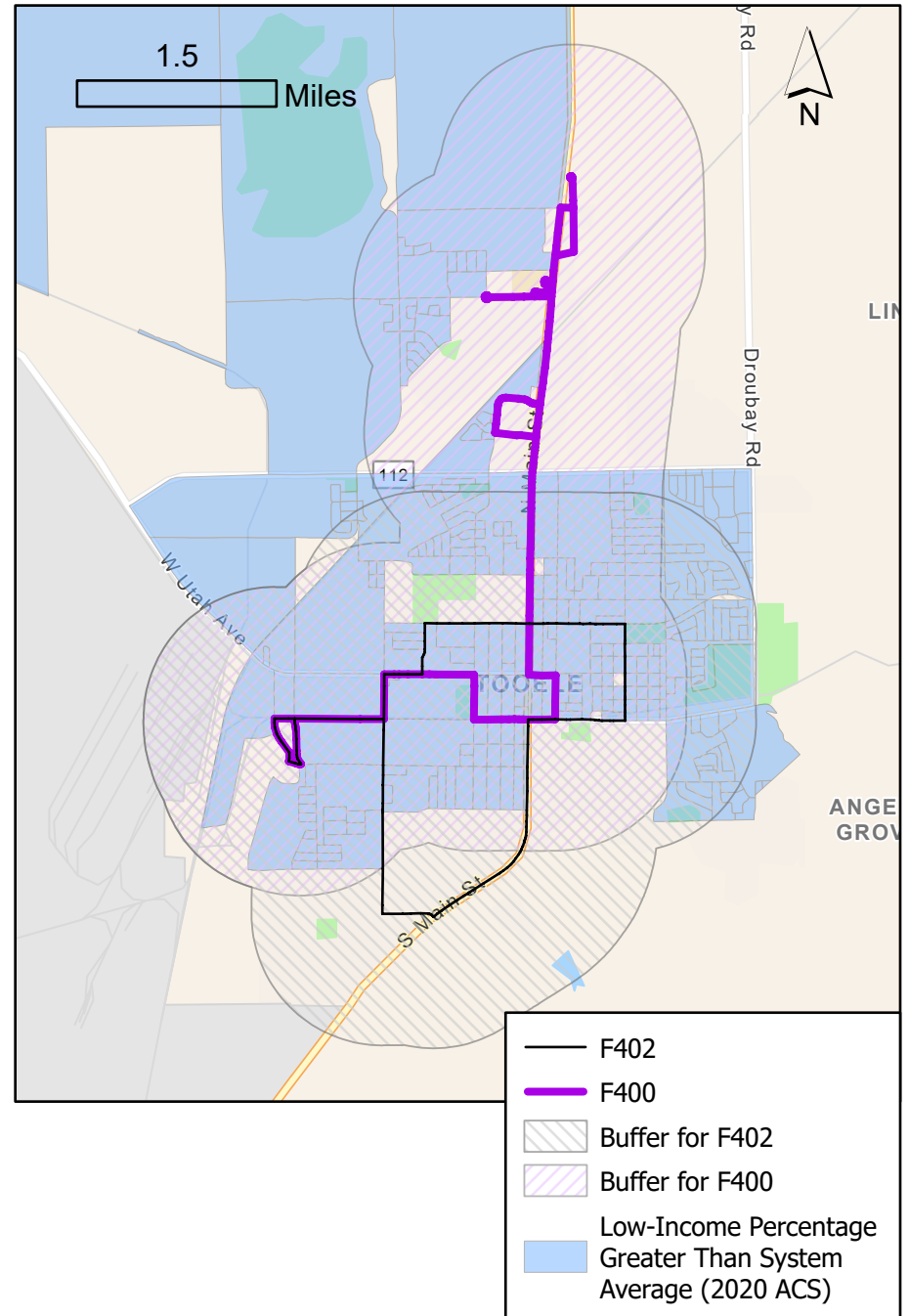
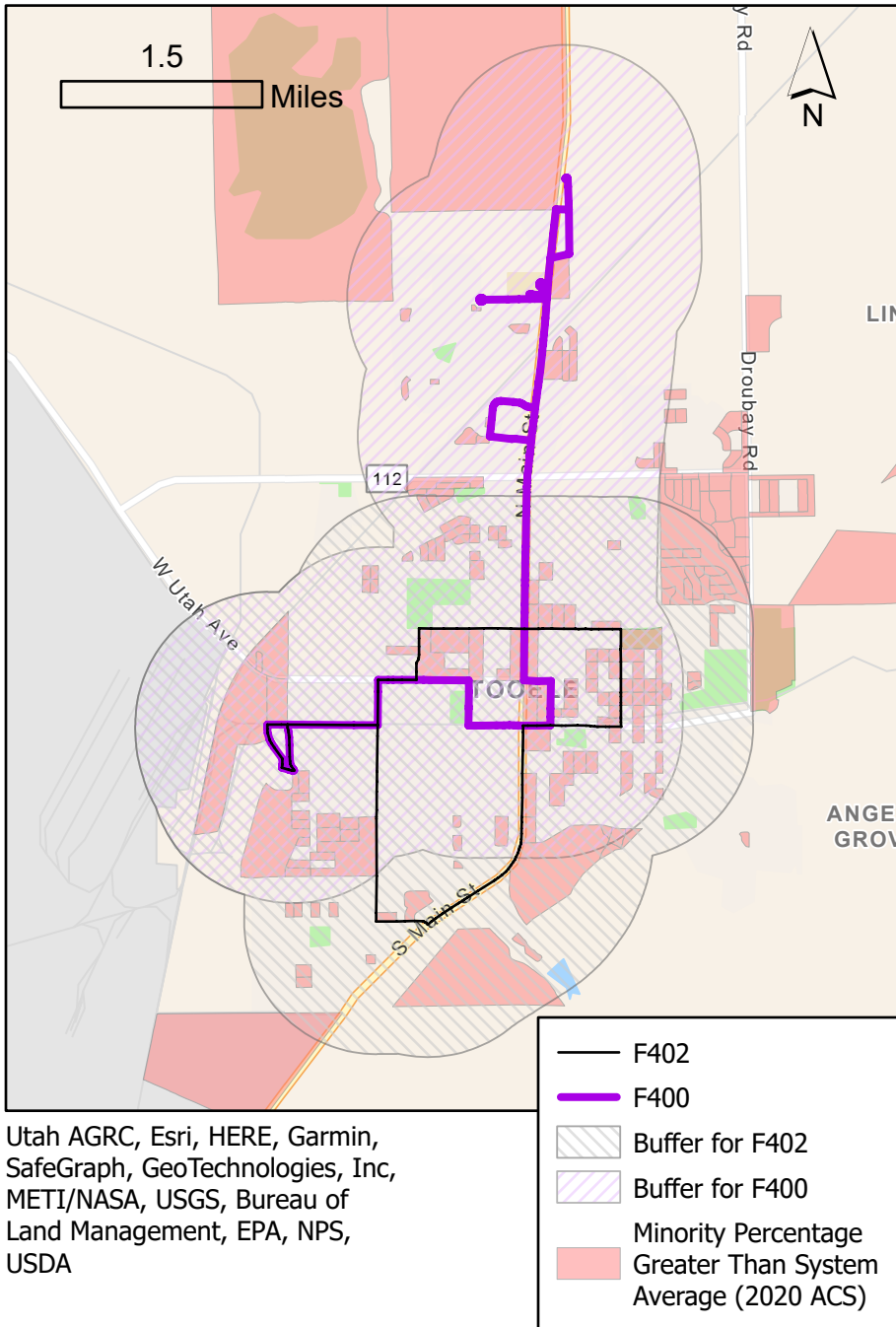
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 248 (Reduced Service)

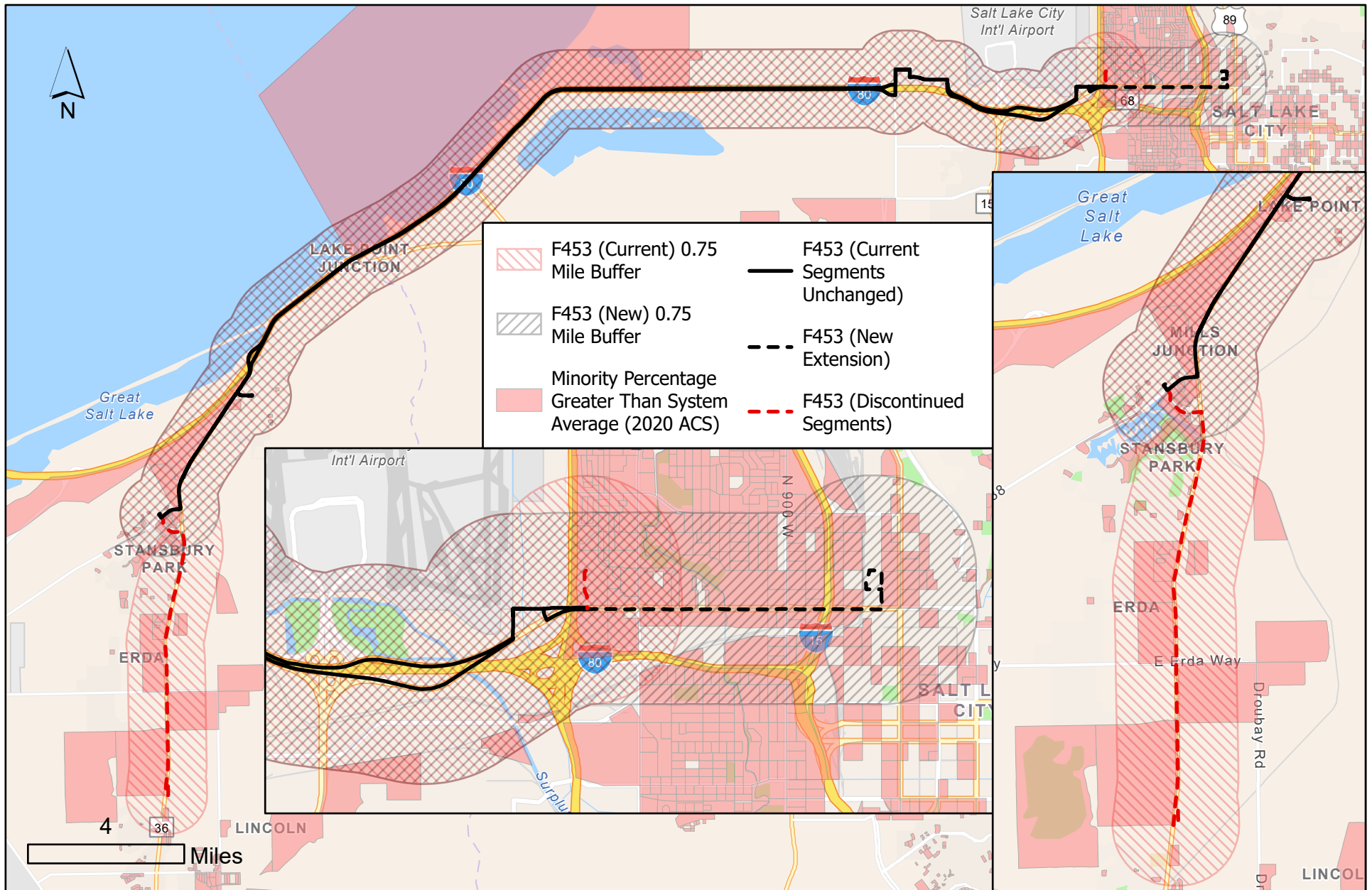


County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

August 2022 Service Changes, Route F400 and F402 (Discontinued)

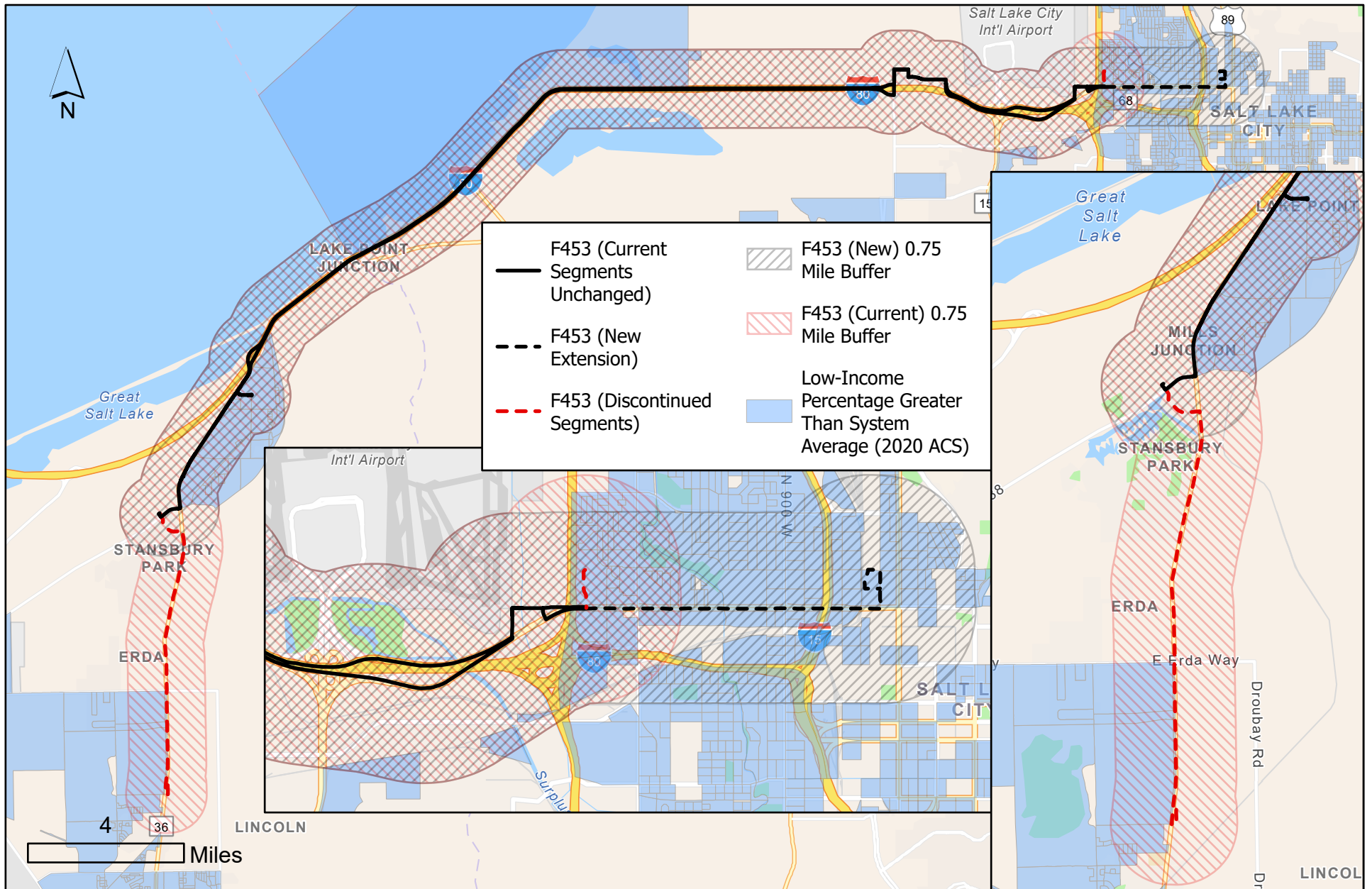


August 2022 Service Changes, F453 (Alignment Change)



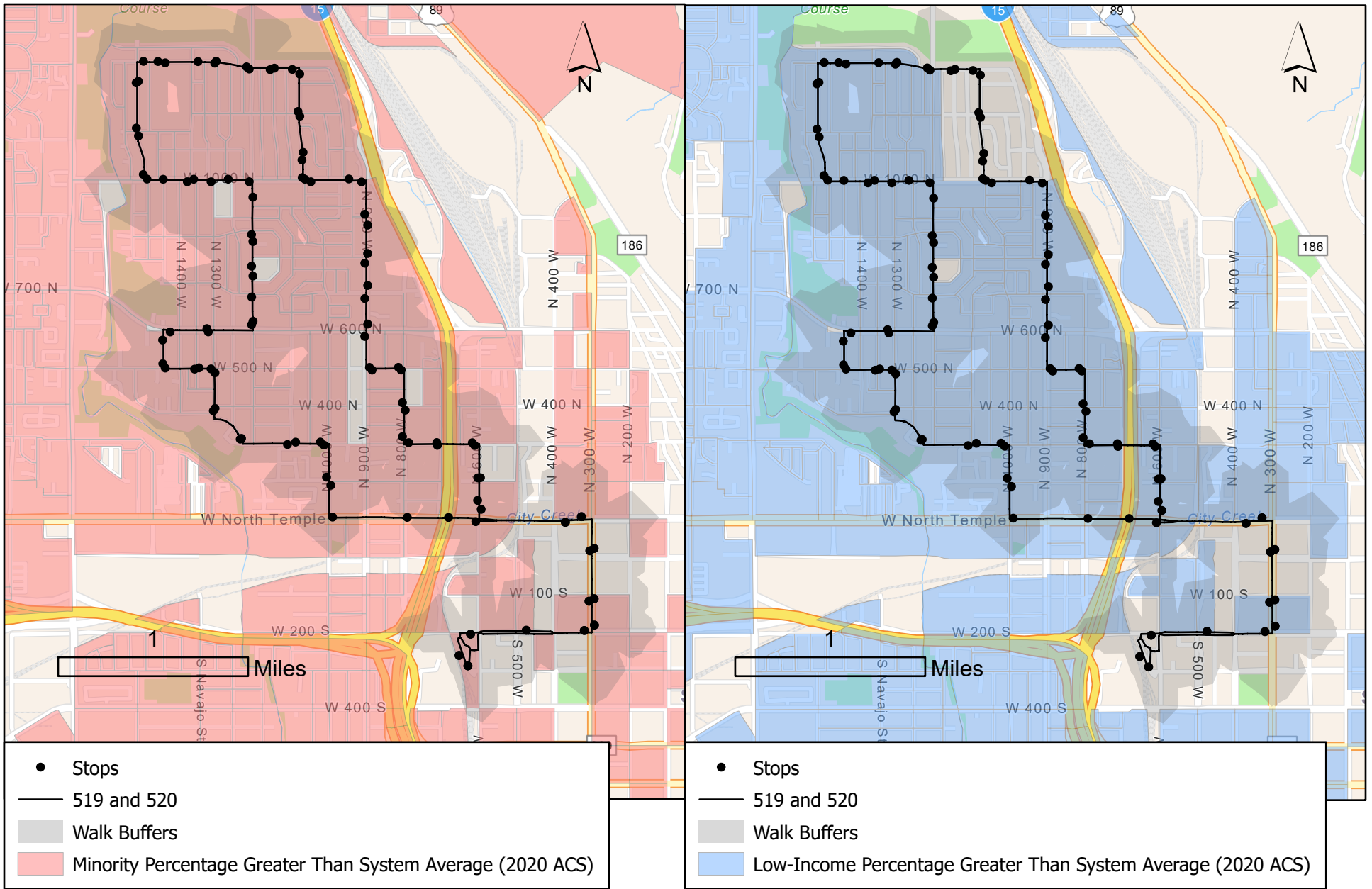
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August 2022 Service Changes, F453 (Alignment Change)



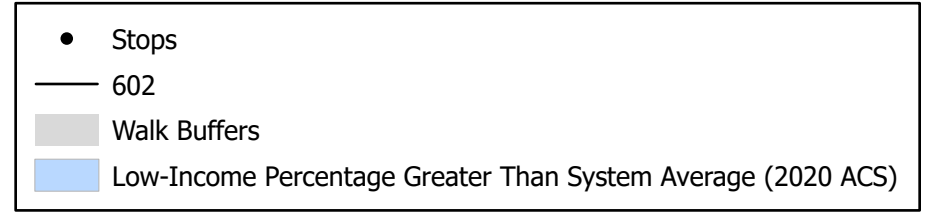
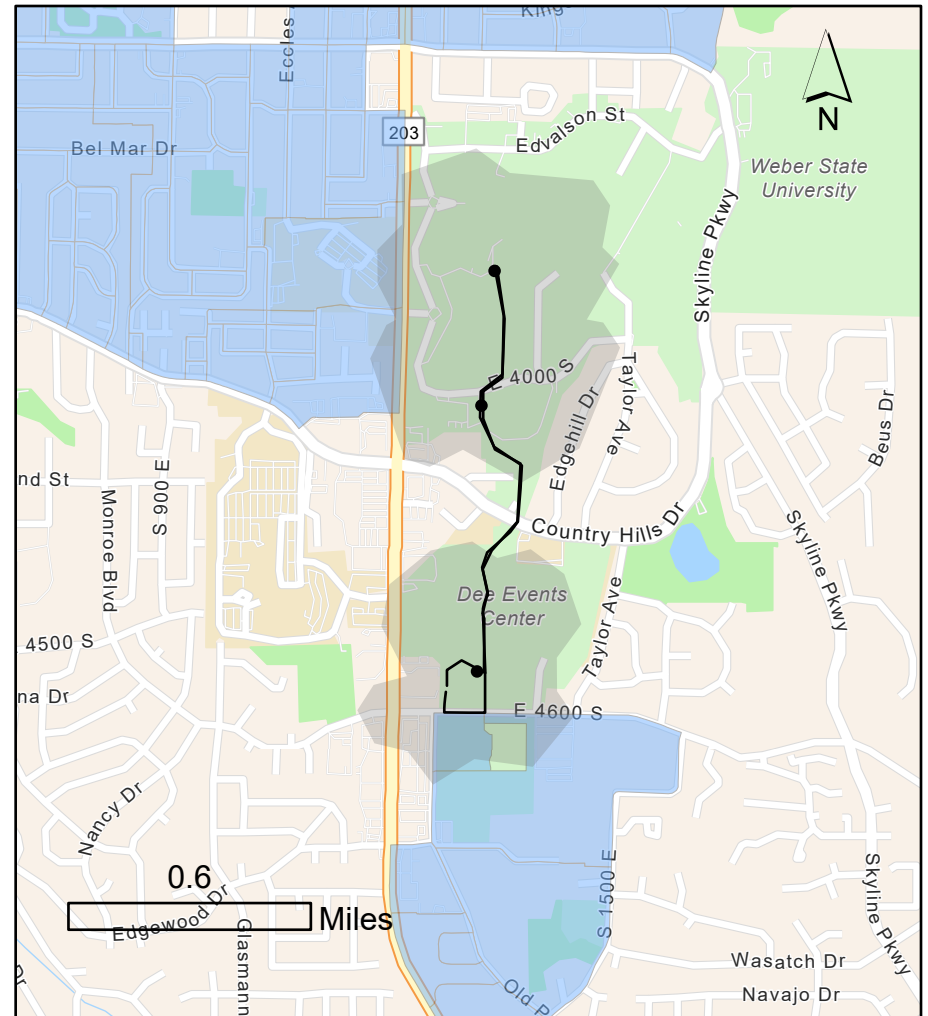
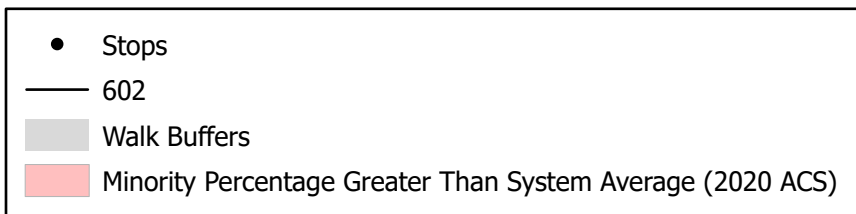
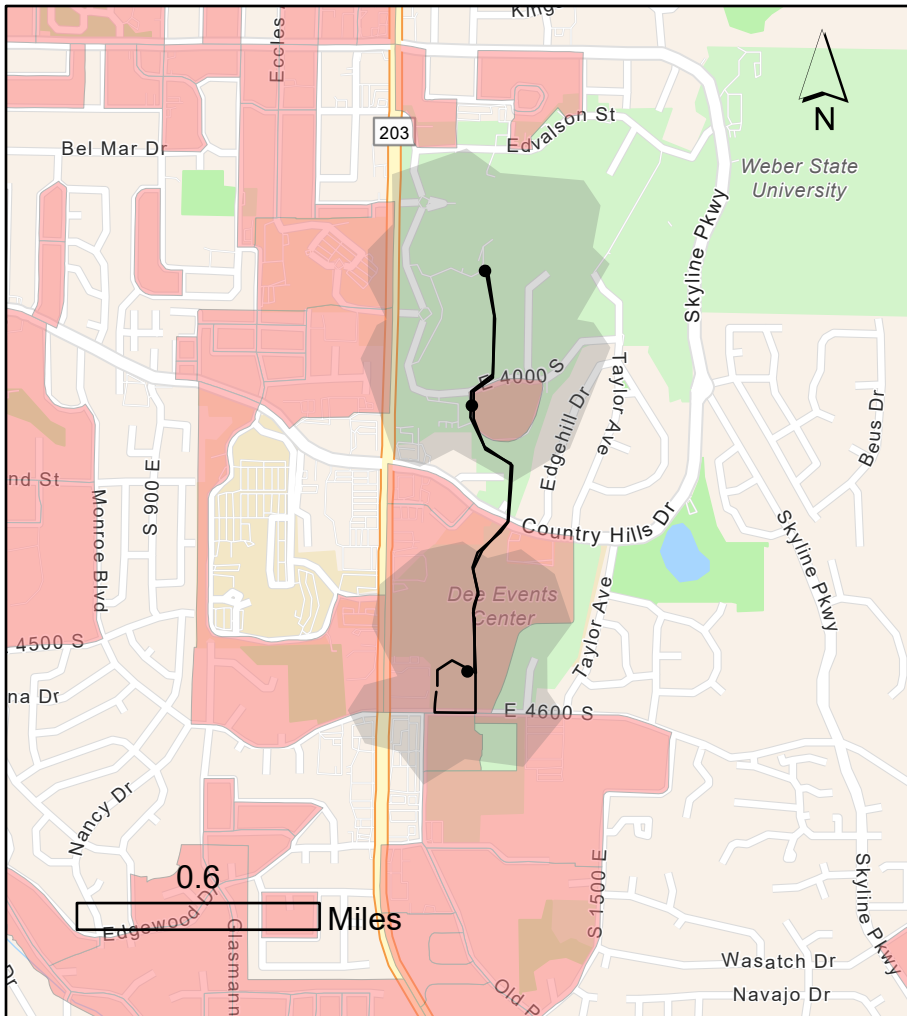
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August 2022 Service Changes, Route 519 and 520 (Discontinued)



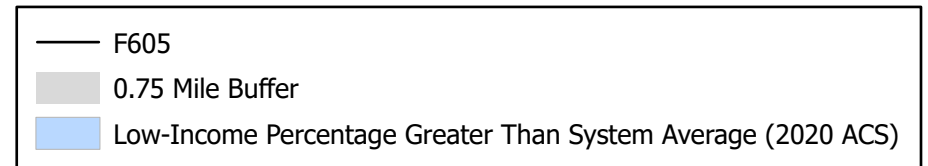
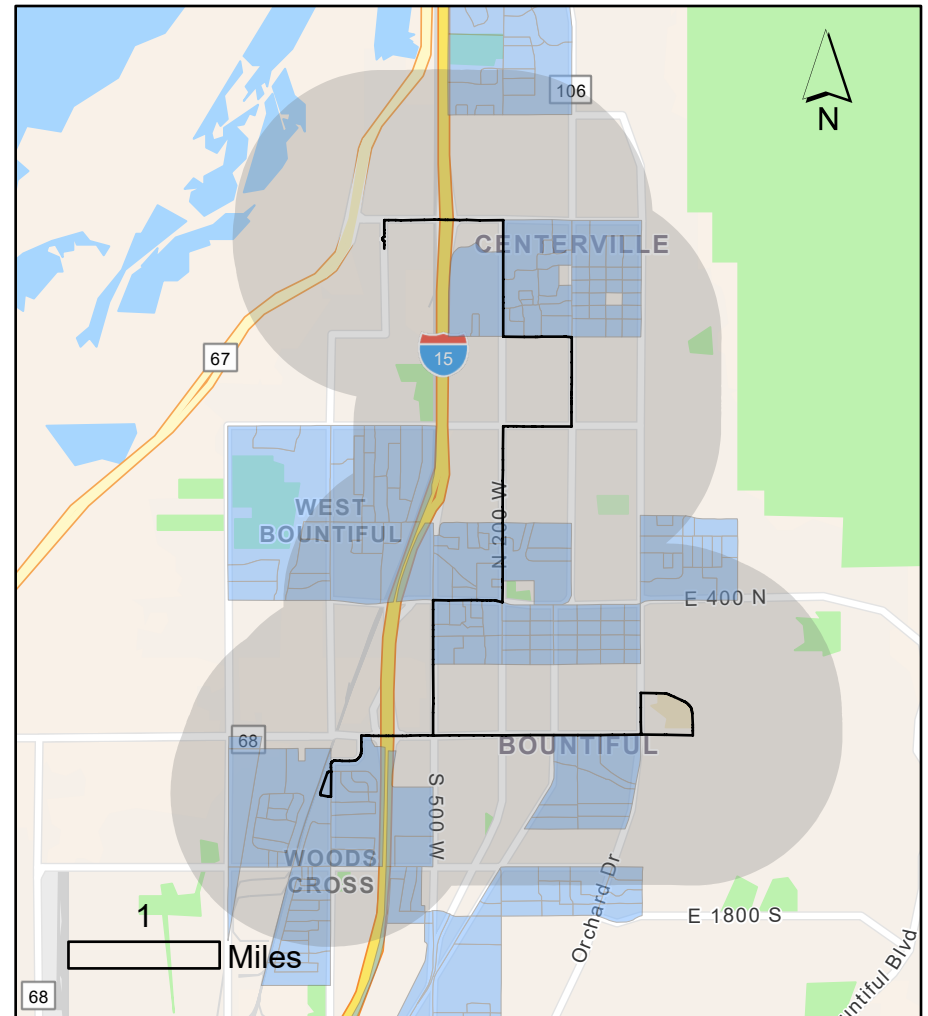
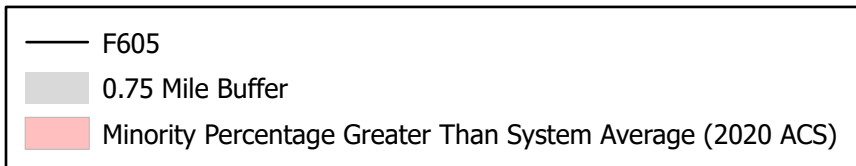
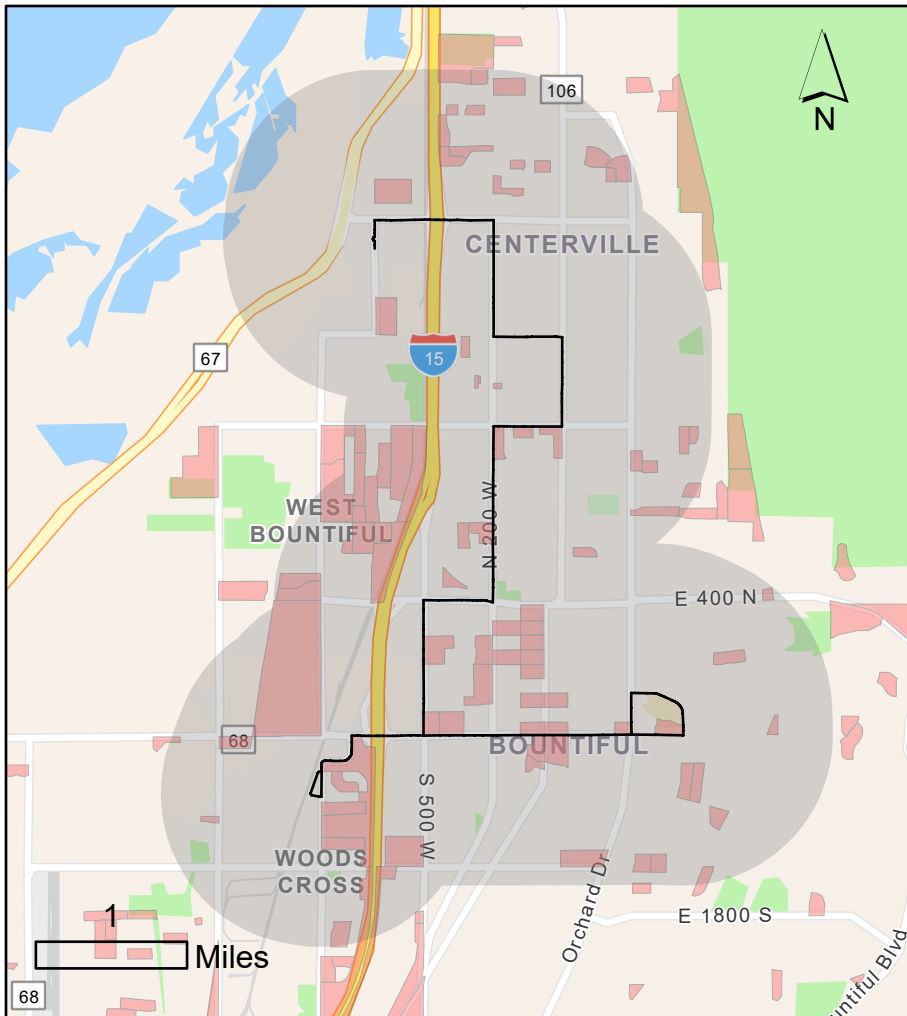
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

August 2022 Service Changes, Route 602 (New Route)



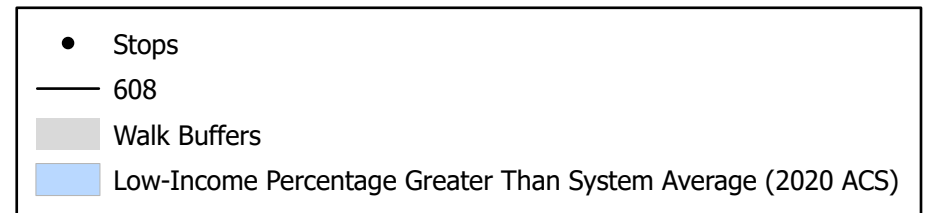
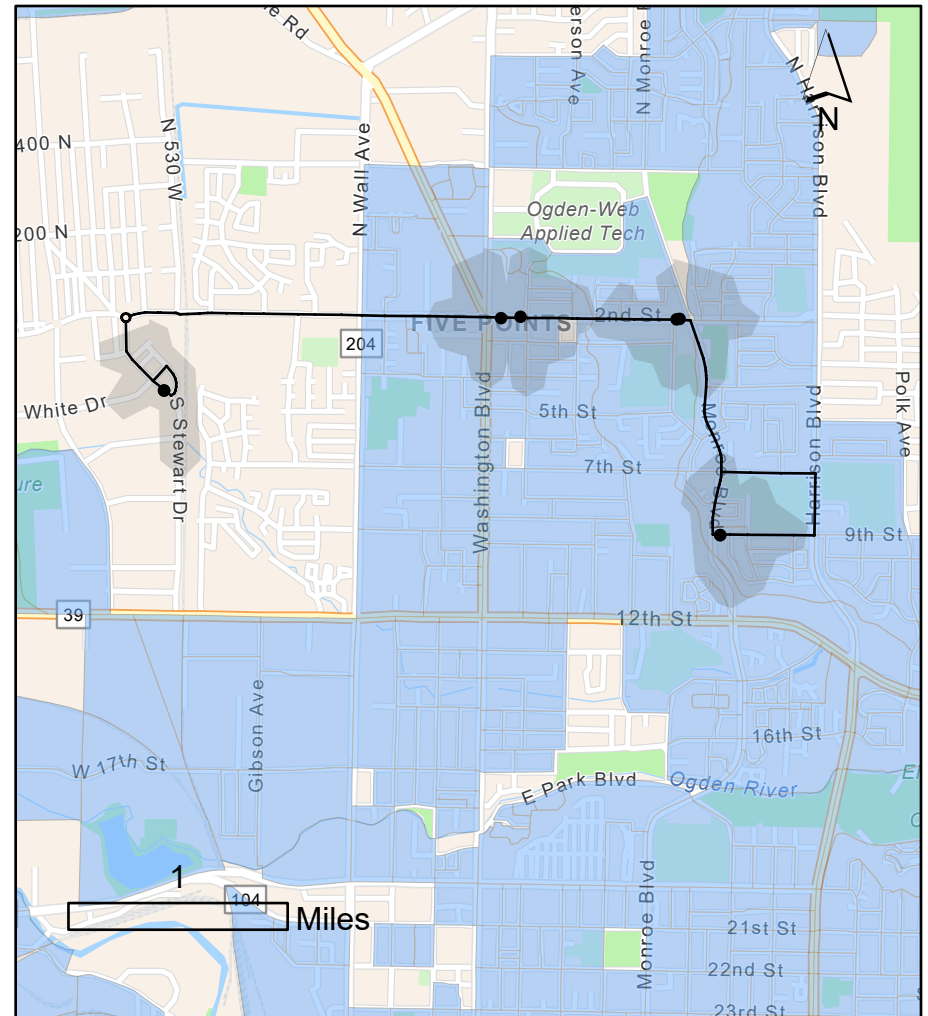
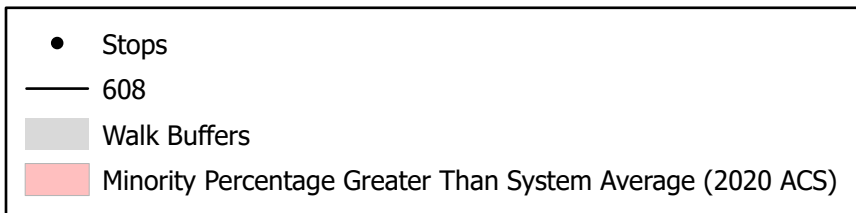
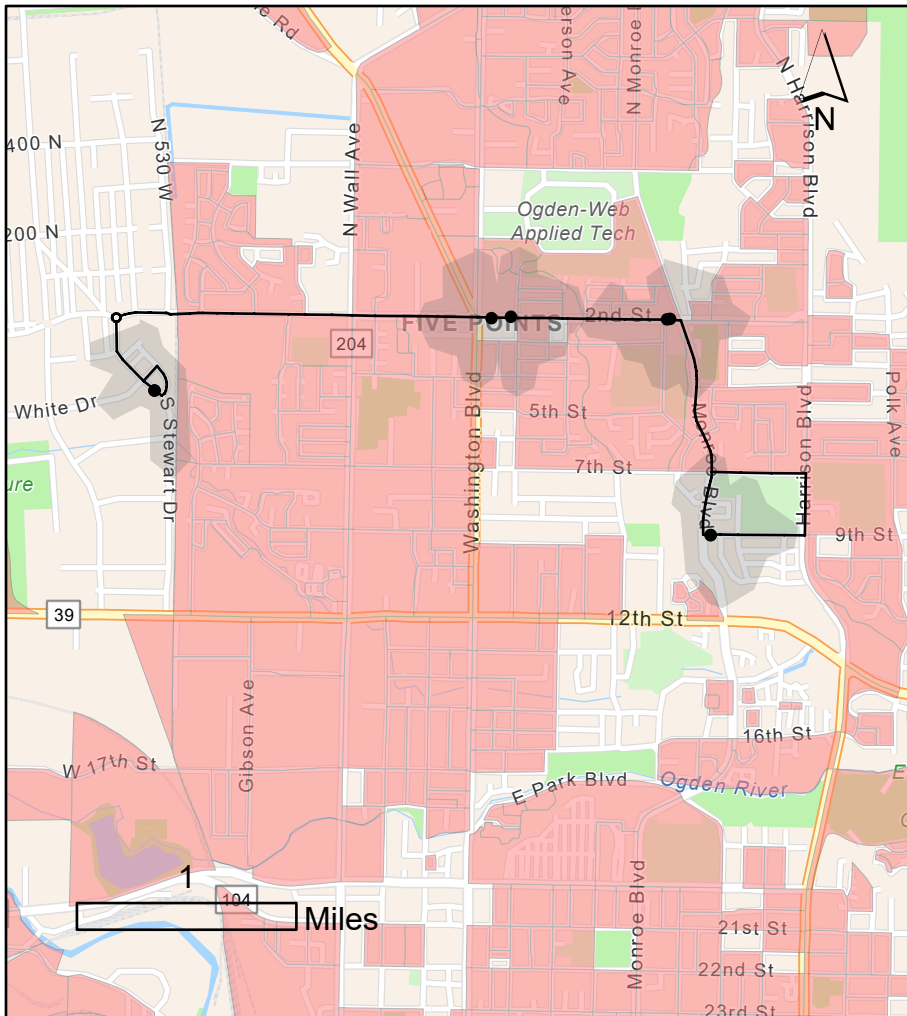
Weber State University, Ogden City, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

August 2022 Service Changes, Route F605 (Discontinued)



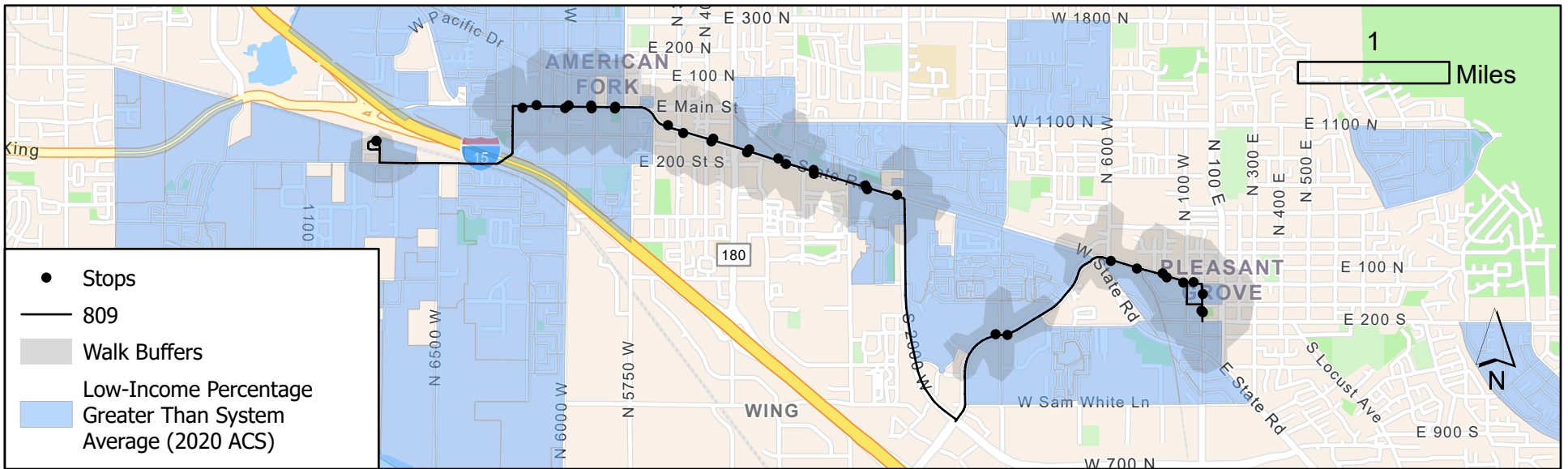
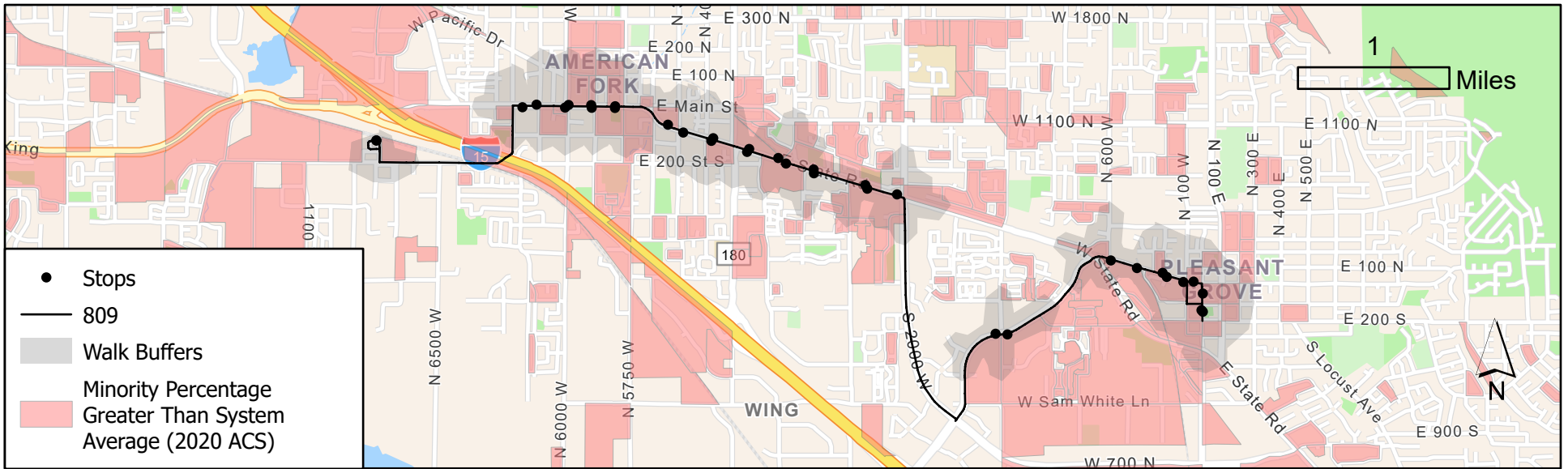
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 608 (Discontinued)



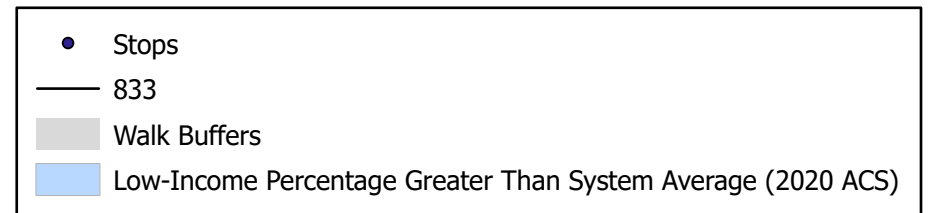
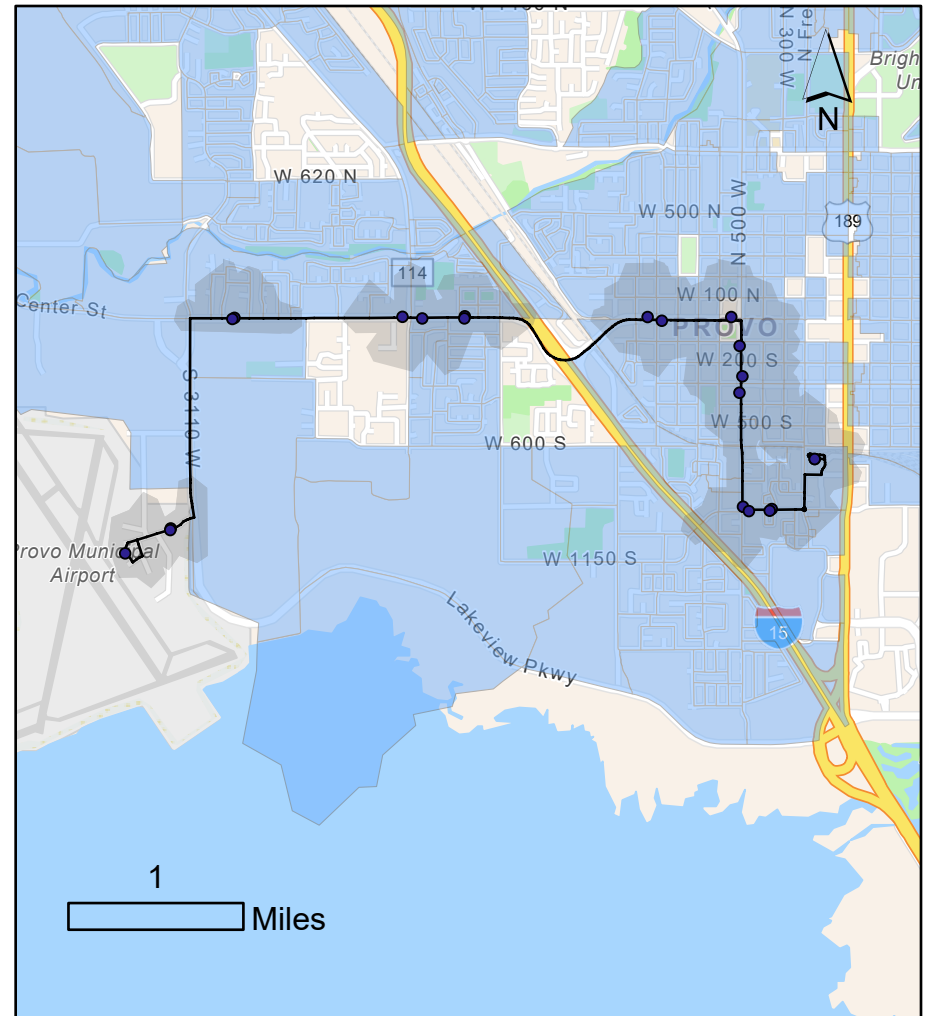
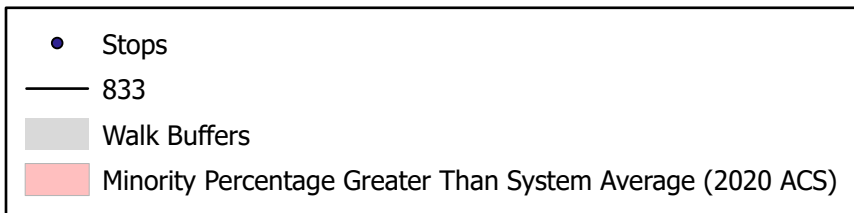
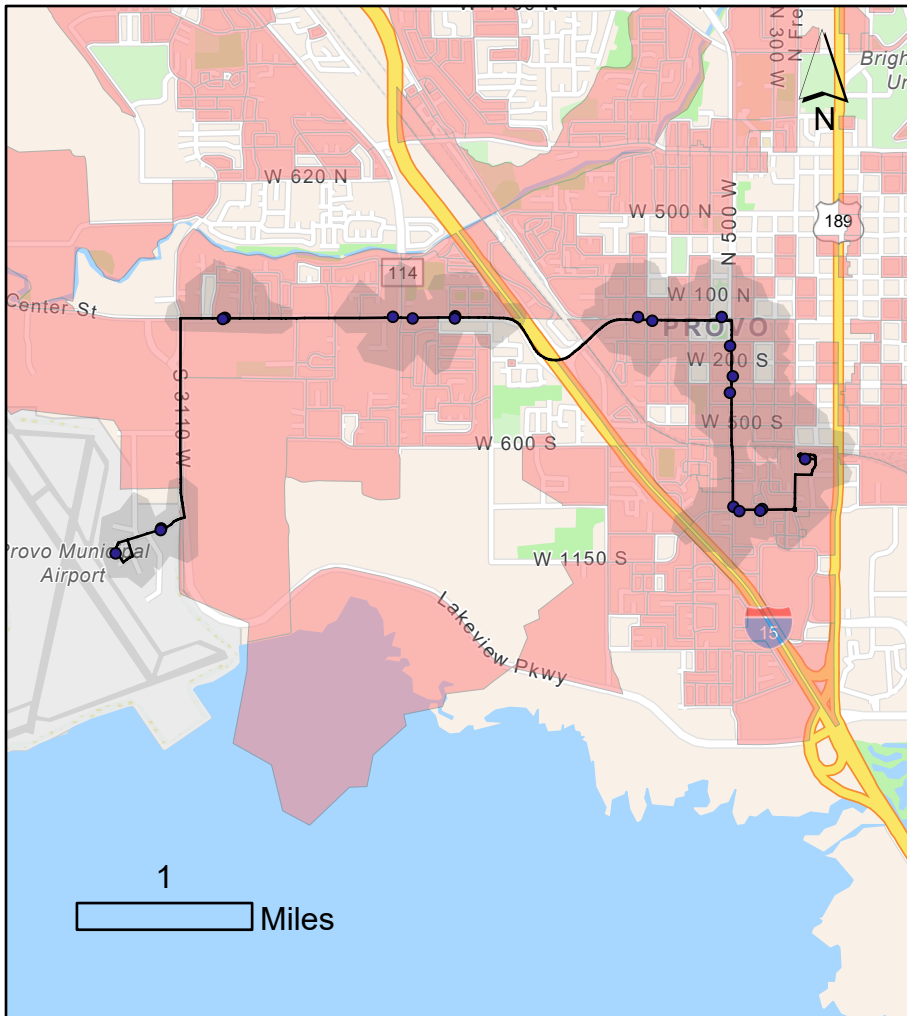
Ogden City, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 809 (Discontinued)



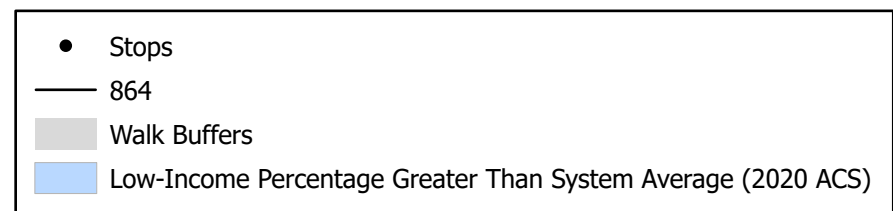
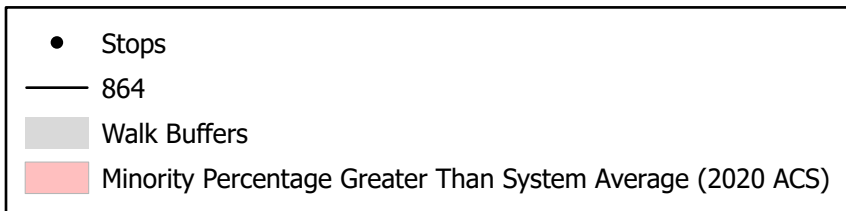
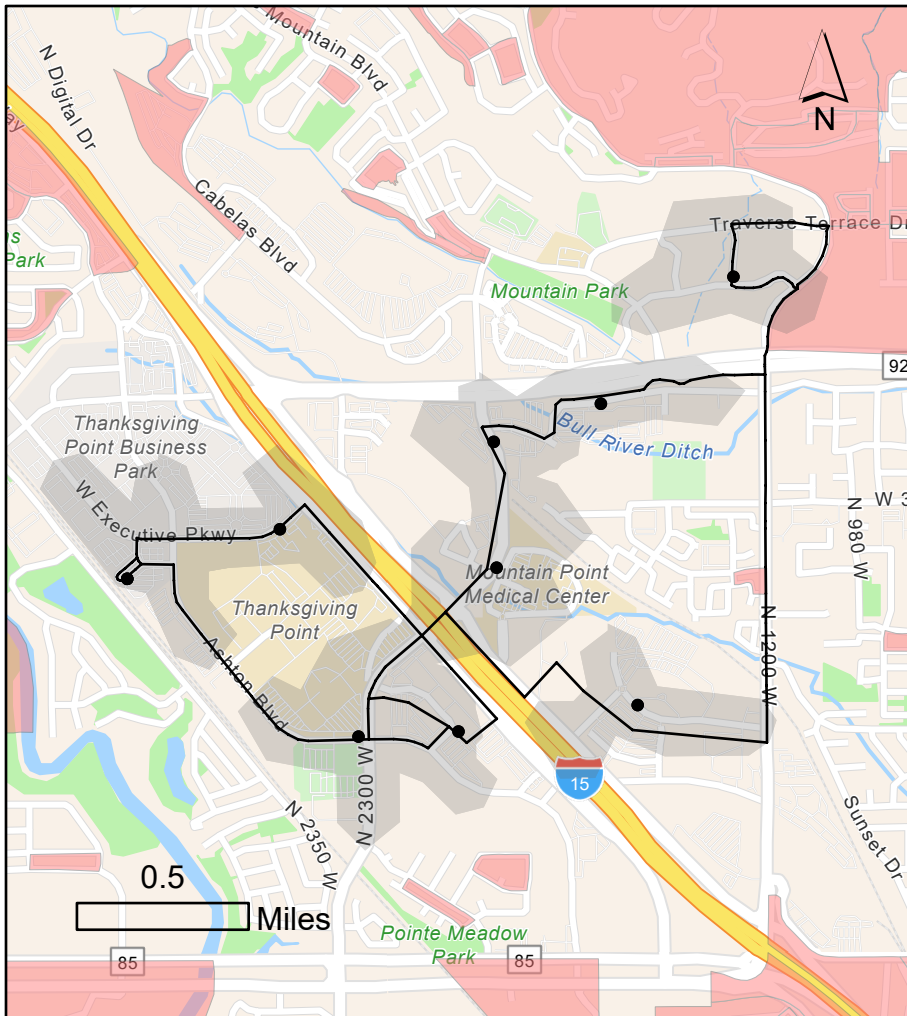
City of American Fork, County of Utah, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Route 833 (Service Reduction)



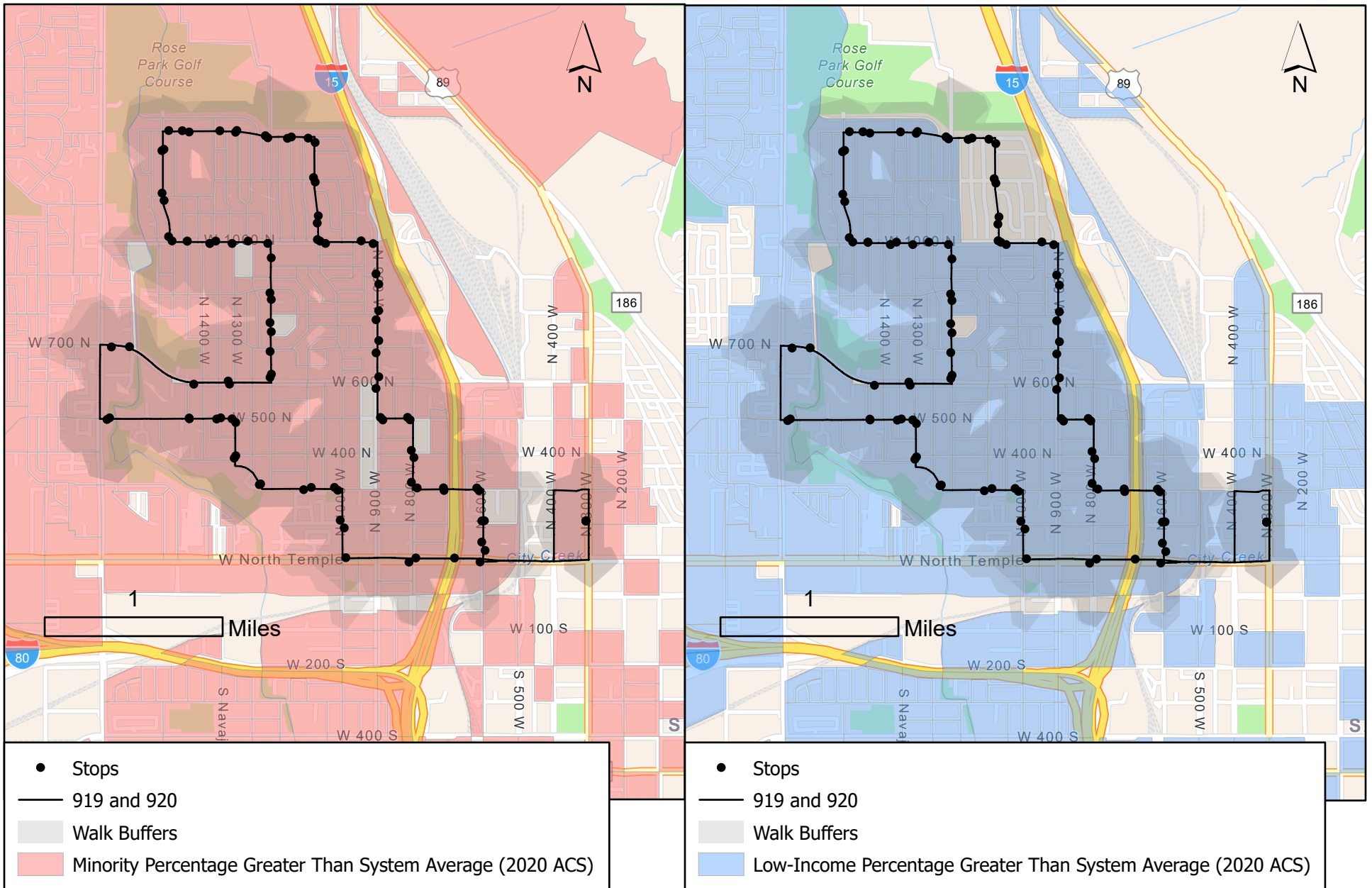
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Covid19 Service Changes, Route 864 (Major Change but Below System Averages)



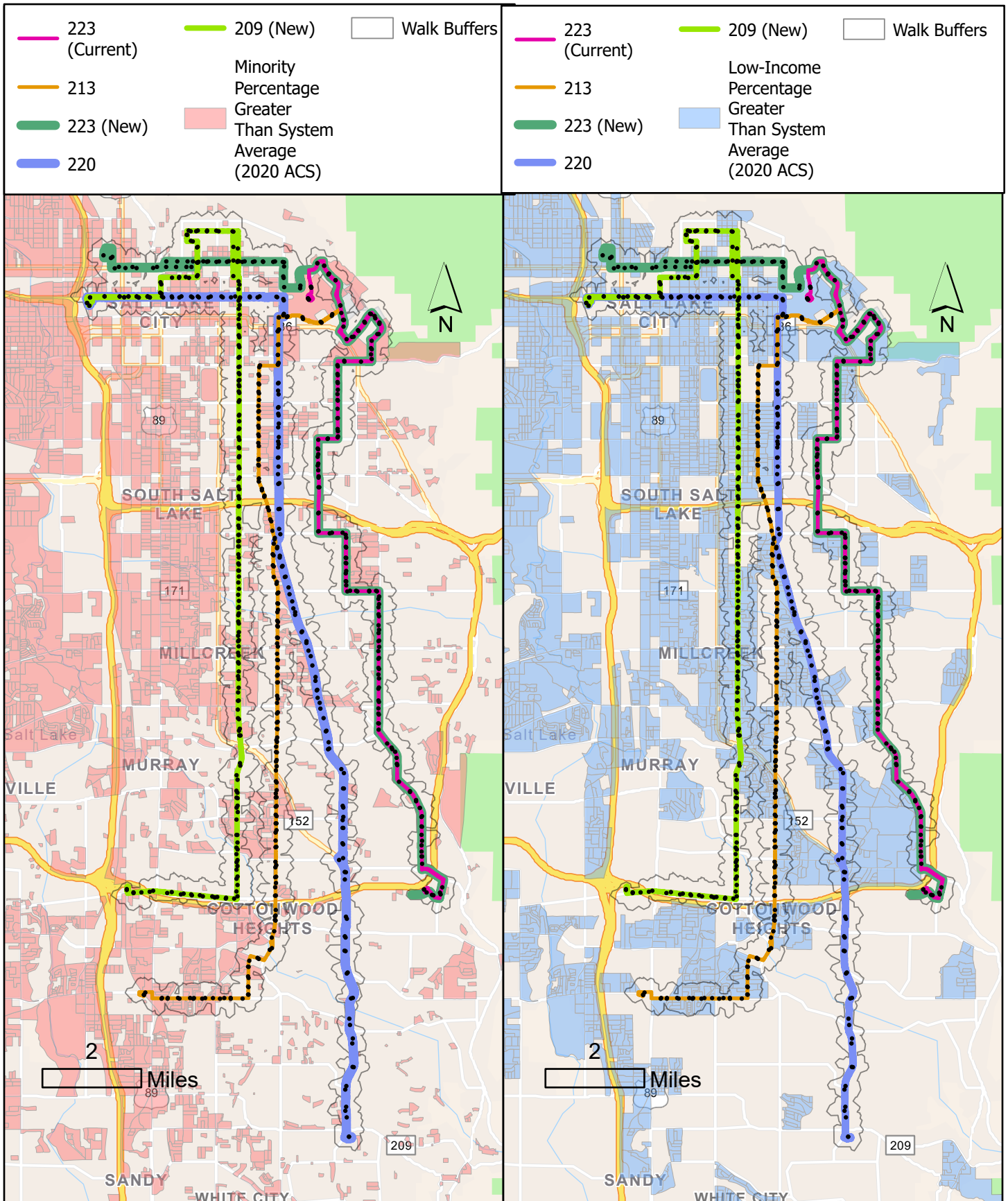
County of Salt Lake, County of Utah, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

August 2022 Service Changes, Route 919 and 920 (Discontinued)



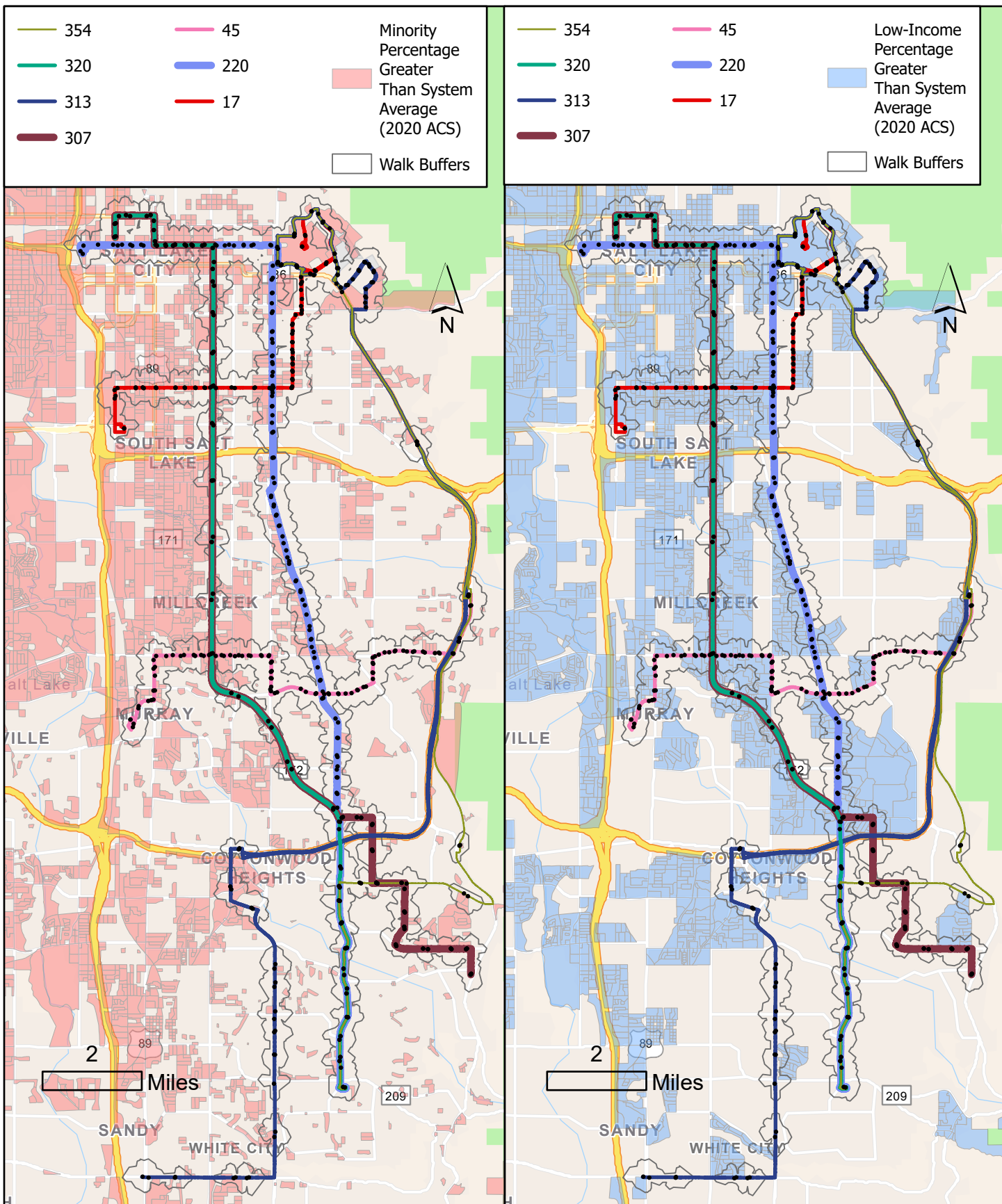
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August 2022 Service Changes, Salt Lake County (Major Change and Below System Averages)



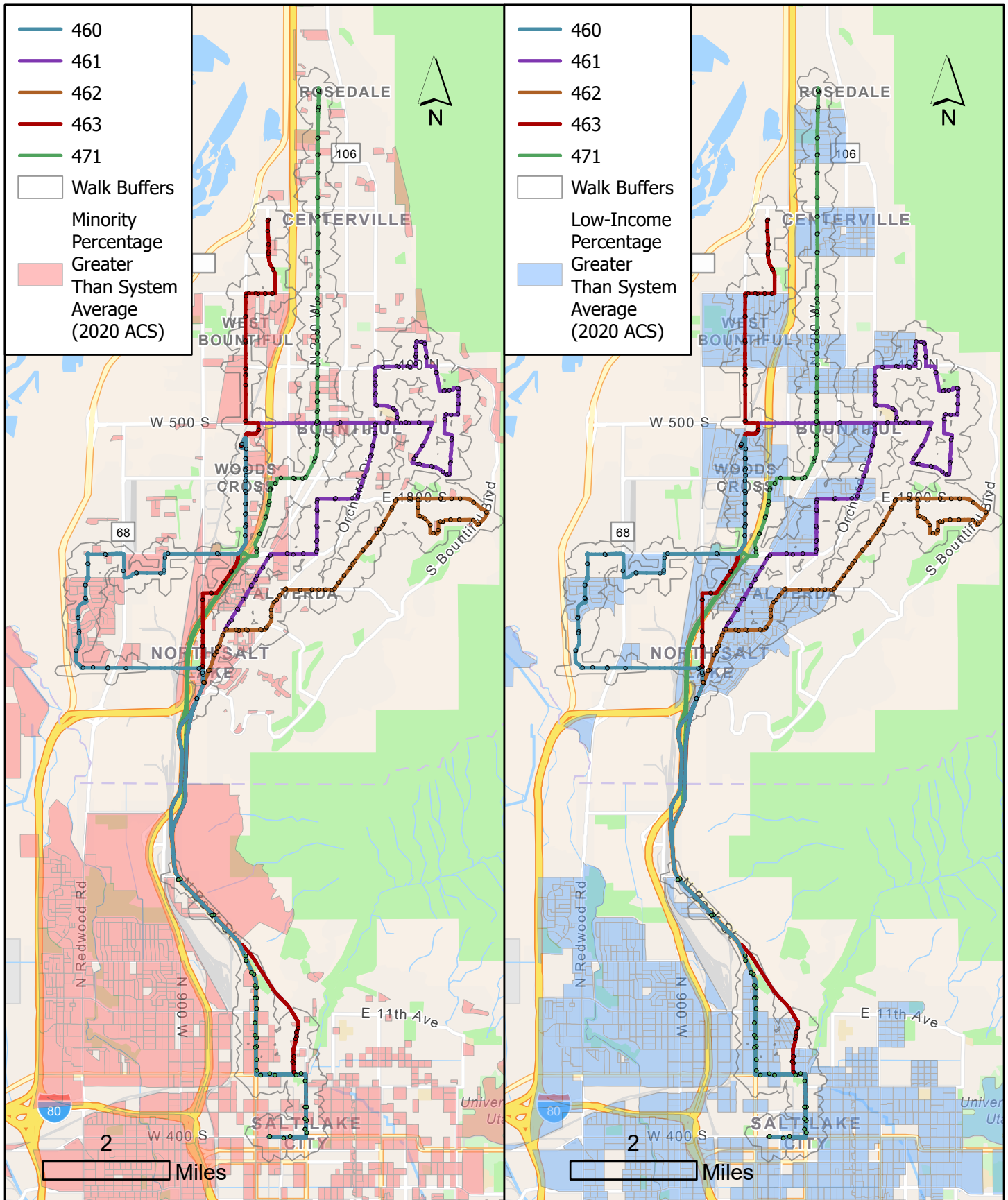
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Salt Lake County (Major Change and Below System Averages)



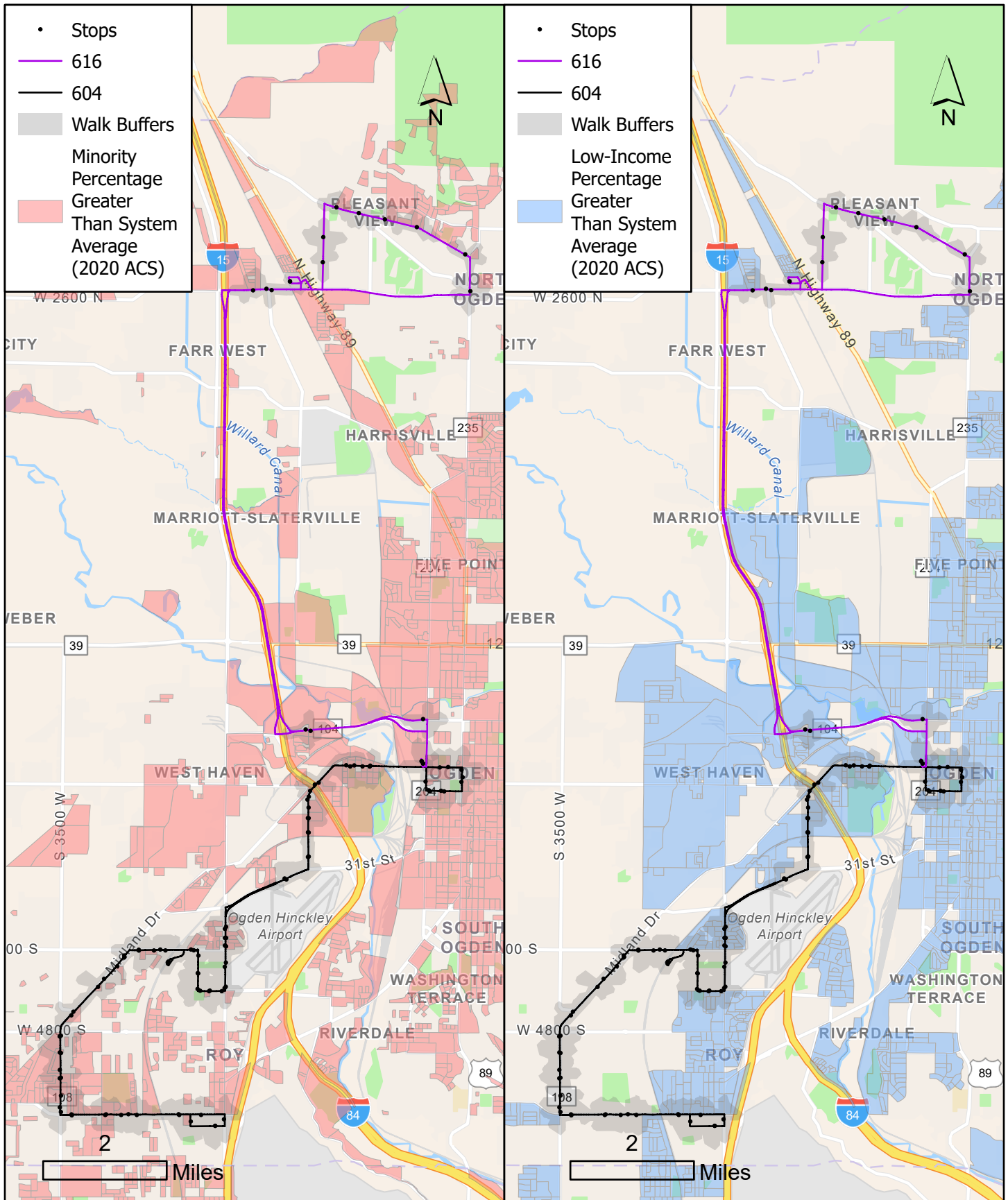
County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, South Davis Commuter Routes (Major Change and Below System Averages)



County of Salt Lake, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Covid19 Service Changes, Routes 604 and 616 (Major Change and Below System Averages)



Ogden City, Utah AGRC, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Appendix A – August 2022 Change Day Public Comment

(Intentionally left blank)

August 2022 Change Day - Public Involvement Report

May 2022

Introduction

The Utah Transit Authority (UTA) proposed several major changes to transit service for implementation on August Change Day (August 7). Many of the major changes put forth in this process are changes that were made in 2020 due to service changes needed in response to COVID-19. Those changes were implemented in 2020 as emergency changes and therefore did not undergo a public process at that time. UTA is including them in our August 2022 process to make the 2020 changes official. Overall, the changes proposed strive to support long-term system improvements and include new, customer-focused innovations like UTA On Demand. The changes also bring service in line with UTA’s Five-Year Service Plan, current staffing and available resources, as well as support recovery and evolution of service following previous reductions due to COVID-19. Those proposed major changes can be reviewed in Appendix 1 of this report.

The agency held a 30-day public comment period from March 2 through April 1 with multiple opportunities for the public to engage in the input process, including a virtual public hearing on March 17. The public comment process was moved earlier to accommodate additional time for public comment consideration, finalizing of changes, and ongoing communication and engagement with the public. This report details public involvement and feedback on the proposed changes.

Part 1: Public Engagement Efforts

Engagement Overview

Component	Dates	Additional Detail
Public Notice	March 2	A public notice was published across major news publications in areas with proposed major changes and on the Utah Public Notice Website.
Public comment period	March 2 – April 1	30-day period was required. Public notice was published. Comment was accepted via email, mail, online form, phone, and in-person at Customer Service locations.
Public hearing (Virtual)	March 17	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.
Customer Service	March 2 – April 1	Customer service offices across the service area (3 locations) supported information sharing about proposed changes for members of the public to learn more and provide comment.
Virtual engagement	March 2 – April 1	Available throughout the comment period online, included virtually accessible information and feedback opportunities through OpenUTA. (Rideuta.com/August)

The public comment period was held for 30 days from March 2 through April 1. Multiple methods for sharing information on the proposed changes and submitting official comment on the proposed changes were made available to

the public. Methods for public comment included email, mail, phone, OpenUTA online comment form, the virtual public hearing, and at customer service locations. Information on proposed changes was shared widely via newspapers of general circulation in the service area, on-system signage at bus stops, UTA’s website, and UTA’s social media platforms, including Instagram, Facebook, and Twitter.

Public Hearing Notice

A detailed public hearing notice was distributed via newspapers of general circulation for publication on March 2, including the Standard Examiner, Daily Herald, Tooele Transcript, Deseret News, and the Salt Lake Tribune. The public notice was also shared via the Utah Public Notice Website. Proofs are included in Appendix 2.

Virtual Public Hearing

The virtual public hearing was held on Thursday, March 17 from 5pm-8pm. The event was held over Zoom webinars and was broadcast on the RideUTA Facebook Live feed. About 36 individuals from the public registered and attended the live event. A recording of the virtual public hearing was also available for viewing following the events on the UTA Facebook, YouTube channel, and OpenUTA page.

Facebook Part 1 (Davis & Weber):

- 657 People Reached
- 62 Engagements
- 0 Comments
- Link to the event on Facebook:
<https://fb.watch/ctvw hmLhLf/>

Facebook Part 2 (Salt Lake, Tooele, Utah):

- 801 People Reached
- 131 Engagements
- 9 Comments
- Link to the event on Facebook:
https://fb.watch/ctvx0 CXQ4_/

Youtube (3 Parts):

- 187 Total Views
- 5 Total Likes
- 1 Comments
- Link to the events on YouTube:
<https://www.youtube.com/user/UTAride/videos>

Virtual Engagement

Social Media

Social media platforms, including Facebook, Instagram, and Twitter were used to promote awareness around the proposed change and encourage participation in the public comment period.

Facebook: 5 posts	Instagram: 5 posts	Twitter: 3 posts
3/2 – 7,387 reach, 400 engagements	3/2 – 79 likes, 1 comment	3/2 – 11 retweets, 15 likes, 3 comments
3/10 – 2,398 reach, 95 engagements	3/10 – 41 likes, 5 comments	3/8 (partner retweet) – 5 retweets, 8 likes
3/14 – 1,110 reach, 97 engagements	3/14 – 616 views, 4 comments	3/10 – 7 retweets, 12 likes, 2 comments
3/16 – 1,474 reach, 20 engagements	3/16 – 14 likes, 0 comments	3/10 (partner retweet) – 2 retweets, 9 likes, 1 comment
3/31 – 2,967 reach, 132 engagements	3/31 – 38 likes, 0 comments	3/14 – 3 retweets, 8 likes, 1 comment
		3/16 – 5 retweets, 6 likes
		3/31 – 4 retweets, 3 likes

Website

Detailed information was shared via UTA’s website. A carousel on the main page directed the public to detailed information on the proposed changes at rideuta.com/August. The public hearing information was also included on the public hearing page of the UTA website.

Part 2: Public Comment Analysis

Engagement by the Numbers

Mode	Comments (#)
Email	9
Mail	0
Customer Service	14
OpenUTA	259
Virtual Public Hearing*	39
Total Official	321

Public Comment Overview

Comments received during the 30-day comment period expressed concern about the proposed changes, with specific emphasis on certain routes with modifications or replacements; requests for service restoration; and other service considerations such as travel time and frequency. Below includes a summary of the comments by theme. A complete list of public comments can be found in Appendix 3.

Comment Themes

Theme	Detail	Comments (#)
Route-Specific	Comment references a specific route(s)	269
Frequency	Comment is about service frequency	97
Connections/Reliability	Comment mentions making connections between modes or routes, reliability of service, connecting to key destinations	79
Routing	Comment provides feedback on routing of service	67
Span of Service	Comment is about extending the hours and days of operations	59
Accessibility	Comment provides feedback on accessibility-related concerns	42
Travel Time	Comment mentions the amount of time traveling on transit	31
On Demand	Comment is about UTA On Demand service	26
Customer Information	Comment mentions UTA sharing information with customers, including system information and public engagement information	25
Service Restoration	Comment mentions restoring service that was previously reduced or suspended	16
Cost/Free	Comment mentions cost of service, including free fare	9

The summary above provides an overview of the major themes and topics expressed in the comments. Each comment was individually coded for themes. As noted in the table, many of the comments related to specific routes and modes, including expressed opposition to the proposed changes for some routes, detailed below. Many comments referred restoration and improvements, such as increased frequency, increased span of service, and more.

**Note: the number of themes in the tables above will add up to more than 321 because multiple comments expressed more than one theme.*

Route-Specific Comments

The most mentioned routes included:

- Tooele routes
- Route 209
- Route 6
- FrontRunner
- TRAX
- Route 3
- Route 205
- Route 1
- Route 217
- Route 223
- Route 220
- Route 17
- Route 47
- Route 455

Additional Public Engagement

- **Reporting Back** – UTA will report back to the community and public comment period participants on the comment period, findings, and next steps.
- **Ongoing Engagement Efforts:**
 - **On Demand** – UTA On Demand zones in Salt Lake, Tooele, and Davis Counties will benefit from additional engagement support in preparation for August Change Day. UTA will work with communities in providing information, resources, and support in transitioning to the new service.
 - **Communications & Outreach** – ongoing until and after August Change Day, rider and community outreach will be ongoing to support questions and discussion request from different communities. General and widespread communications will continue to support understanding and awareness of the planned changes.
- **Additional opportunities for the public to engage** – UTA is preparing for both a Five-Year Service Plan update, as well as the development of a Long Range Transit Plan. These plans are important opportunities for community members across the UTA service area to get involved and help shape transit decisions for years to come, including those that come each year on Change Day.

Appendix 1 - Proposed Changes

All proposed changes for August 2022 were shared at rideuta.com/August. Proposed routes for August 2022 can be viewed on this [map](#).

Definitions:

- **Span** – refers to the hours and days of operation. If span is increased on a route that might mean the route will run earlier in the mornings, later in the evening, or on Saturday and/or Sunday.
- **Frequency** – refers to how often the service runs, many UTA routes run every 15, 30, or 60 minutes.

Salt Lake County

Salt Lake County – Past COVID Emergency Changes (These changes were implemented in response to COVID-19 in April 2020 without a public hearing, they are now being made permanent. The levels of service reflect current levels.)		
<i>Route</i>	<i>Change</i>	<i>Details</i>
2	Increased Span	Expanded span of service
2X	Suspended	
4	Increased Span	Expanded span of service
9	Increased Span	Expanded span of service
17	Reduced	Reduced frequency, 60 minute weekday service
21	Increased Span	Expanded span of service
33	Increased Frequency, Increased Span	15 minute weekday/Saturday service; expanded span of service
35	Increased Frequency, Increased Span	15 minute weekday/Saturday service; expanded span of service
35M	Discontinued	Use Routes 33, 35
39	Increased Span	Expanded span of service
41	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday
45	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday
47	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday)
54	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday
72	Increased Frequency, Increased Span	30 minute weekday service; expanded span of service
F94	Increased Span	Expanded span of service
200	Increased Span	Expanded span of service
201	Increased Frequency, Increased Span	Expanded span of service, 30 minute weekday service
205	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday
209	Increased Span	Expanded span of service

213	Increased Span	Expanded span of service
217	Increased Frequency, Increased Span	15 minute weekday/Saturday service; expanded span of service
218	Increased Span	Expanded span of service Saturdays
220	Reduced	Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday
223	Reduced	Reduced span of service
227	Reduced	Reduced span of service
248	Reduced	Reduced span of service
307	Discontinued	
313	Discontinued	
320	Discontinued	
354	Discontinued	
509	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service
F514	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service
F556	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service
F570	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service
F578	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service
F590	Increased Frequency, Increase Span	Increased frequency, 30 minute weekday; expanded span of service

Salt Lake County – Proposed August Service Changes		
Route	Change	Details
1	New	15 minutes weekday/Saturday, 30 minutes Sunday
3	Discontinued	Use Routes 4, 223 [extended]
6	Discontinued	Use Routes 1 [new], 209 [extended], F11
F11	Routing Change	Change in alignment, portion of route discontinued
41	Discontinued	Use Route 47
47	Routing Change	Route extended to cover eliminated route 41
205	Routing Change	Route extended to Rose Park. Portion of route discontinued. To go to SL Central Station, transfer to routes 2, 209, or 220.
209	Routing Change	Route extended to Avenues. Transfer to routes 1, 2, 220 to go to downtown SLC. Portion of route discontinued.
213	Routing Change	Proposed to run on 1300 E between 2700 S and UofU. Route 220 will run on 1100 E/Highland. Change in alignment, new routing
217	Routing Change	Route ends at State Office buildings, use UTA on Demand, route 1 [new] or 205 [extended]. Change in alignment, portion of route discontinued
220	Routing Change	Proposed to run on 1100 E/Highland between 2700 S and 900 S. Route 213 will run on 1300 E. Change in alignment, new routing

223	Routing Change	Route extended into Avenues and no longer serves VA and part of Foothill. Replaces route 3. Portion of route discontinued
519	Discontinued	(Use Routes 1, 205, UTA On Demand)
520	Discontinued	(Use Routes 1, 205, UTA On Demand)
919	Discontinued	(Use Routes 1, 205, UTA On Demand)
920	Discontinued	(Use Routes 1, 205, UTA On Demand)

Tooele County

Tooele County – Proposed August Service Changes		
Route	Change	Details
F400	Discontinued	Replaced by UTA On Demand
F402	Discontinued	Replaced by UTA On Demand
F453	Routing Change	F453 – change in alignment, portion of route discontinued

Utah County

Utah County – Past COVID Emergency Changes (These changes were implemented in response to COVID-19 in April 2020 without a public hearing, they are now being made permanent. The levels of service reflect current levels.)		
Route	Change	Details
809	Suspended	
821	Increase Frequency; Increased Span	Increased frequency, 30 minute weekday; expanded span of service
830X	Reduced	Reduced frequency, 20 minute weekday/Saturday on East Bay Loop
831	Increased Span	Increased span of service
833	Reduced	Reduced frequency, 60 minute weekday/Saturday
841	Increase Frequency; Increased Span	Increased frequency, 30 minute weekday; expanded span of service
850	Increased Span	Increased span of service weekdays & Saturdays
862	Increased Span	Increased span of service weekdays & Saturdays
864	Suspended	(to be replaced by UTA on Demand in future)

Utah County – Proposed August Service Changes		
Route	Change	Details
830X	Increased Frequency	6 minute headways

Davis & Weber Counties

Davis & Weber Counties – Past COVID Emergency Changes (These changes were implemented in response to COVID-19 in April 2020 without a public hearing, they are now being made permanent. The levels of service reflect current levels.)		
Route	Change	Details

456	Discontinued	Customer can use FR, Route 472
460	Discontinued	Replaced by UTA on Demand
461	Discontinued	Replaced by UTA on Demand
462	Discontinued	Replaced by UTA on Demand
463	Discontinued	Replaced by UTA on Demand
471	Discontinued	Replaced by UTA on Demand
472	Reduced	6 trips/day
473	Reduced	12 trips/day
601	Reduced	Reduced span of service
604	Reduced	Reduced frequency, 60 minute weekdays
608	Discontinued	Facility closed
612	Reduced	Reduced frequency north of OTC
613	Reduced	Reduced frequency, 60 minute weekdays
616	Suspended	(to be replace by UTA on Demand in future)
625	Reduced	Reduced frequency, 30/60 minute service weekdays
626	Reduced	Reduced frequency, 30/60 minute service weekdays
627	Reduced	Reduced frequency, 30/60 minute service weekdays
645	Reduced	Reduced frequency, 30/60 minute service weekdays

Utah County – Proposed August Service Changes		
<i>Route</i>	<i>Change</i>	<i>Details</i>
455	Routing change	Routing adjustment near WSU
602	New	New shuttle route WSU
F605	Discontinued	Replaced by UTA on Demand
625	Routing change	Routing adjustment near WSU
640	Routing change	Routing adjustment near WSU
645	Routing change	Routing adjustment near WSU and at southern end of Line
650	Routing Change	Routing adjustment near WSU

Rail

Rail – Past COVID Emergency Changes (These changes were implemented in response to COVID-19 in April 2020 without a public hearing, they are now being made permanent. The levels of service reflect current levels.)		
<i>Route</i>	<i>Change</i>	<i>Details</i>
TRAX Blue Line	Reduced	Reduced frequency Saturdays & Sundays
TRAX Red Line	Reduced	Reduced frequency Saturdays & Sundays
TRAX Green Line	Reduced	Reduced frequency Saturdays & Sundays
S-Line	Reduced	Reduced frequency Saturdays & Sundays
FrontRunner	Reduced	Reduced frequency Saturdays & Sundays

Appendix 2 - Public Notice Proofs

Public Notice was published in the Salt Lake Tribune, Standard Examiner, Daily Herald, Tooele Transcript, Deseret News, and the Utah Public Notice Website. The proofs for each publication follow.

Standard-Examiner/Daily Herald Legals Print Ad Proof

ADNo: 9471 Customer Number: [REDACTED]
Customer Name: MEGAN WATERS Company: UTAH TRANSIT AUTHORITY
Address: 669 W. 200 S.
City/St/Zip: SALT LAKE CITY ,UT 84101



NOTICE OF PUBLIC MEETING AND COMMENT PERIOD

UTAH TRANSIT AUTHORITY

RE: August 2022 Service Changes.

The Utah Transit Authority (UTA) is proposing changes to transit service beginning in August. The proposed changes aim to improve flexibility and access; align with long range and regional transportation plans; consider workforce constraints; and replace and upgrade routes with on-demand service for increased mobility. For a complete list of proposed changes please visit rideuta.com/August. A 30-day public comment period will occur March 2 through April 1; one virtual public meeting, along with several other community engagement opportunities, will be held to gather feedback.

Public Comments:

Relevant information about the proposed service changes will be available at the virtual public meeting and on the UTA Website at rideuta.com/August. The proposed service changes will be available for public review and comment from **March 2, 2022 - April 1, 2022**. Comments must be received, postmarked or electronically submitted to UTA through one of the following methods by **5 p.m. on April 1, 2022** to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882, option 5
- **Mailing:** Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** rideuta.com/August

Public Hearing Date & Format:

There will be a public hearing held on **Thursday, March 17 from 5pm-8pm - it will be divided into three sections for each geographic area:** 5-6pm: Weber & Davis County Changes; 6-7pm: Salt Lake County Changes; 7-8pm: Tooele & Utah County Changes. The public meeting will provide an overview of proposed service changes in each geographic area, take questions, and accept public comment from participants.

Listen Only: If you wish to view and listen (only) to the formal meeting, you can do so live at UTA's Facebook page:
<https://www.facebook.com/RideUTA/>

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

Utah Transit Authority
Utah Transit Authority C/O Megan Waters
669 West 200 South
Salt Lake City, UT 84101

ACCOUNT NUMBER

ACCOUNT NAME

Utah Transit Authority

TELEPHONE

ORDER #

CUSTOMER REFERENCE NUMBER

Public Comment Notice - ORDINANCES

CAPTION

NOTICE OF PUBLIC COMMENT PERIOD UTAH TRANSIT AUTHORITY RE: UTA Ordinances.

TOTAL COST

NOTICE OF PUBLIC COMMENT PERIOD
UTAH TRANSIT AUTHORITY

RE: UTA Ordinances. UTA is holding a public comment period to receive input on its revised Fare Payment, Criminal & Trespassing Ordinances.

Public Comments:

Relevant information about the revised ordinances will be available at the public meeting and on the UTA Website at rideuta.com/Ordinances. The proposed revisions will be available for public review and comment from **May 11 – June 10, 2022**. Comments must be received, postmarked or electronically submitted to UTA through one of the following methods by **5 p.m. on June 10, 2022**, to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882, option 5
- **Mailing:** Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** rideuta.com/Ordinances

Public Meeting:

There will be a virtual public meeting held on **Tuesday, May 24, 2022, at 6pm**. The public meeting will provide an overview of the public ordinances, proposed revisions, take questions, and accept public comment from participants.

Participate: If you would like to provide a public comment during the public meeting on May 24, please register to join via Zoom any time prior to the meeting's conclusion: https://us02web.zoom.us/webinar/register/WN_fy31AhtYOxaUzS0WQfG0mg

Listen Only: If you wish to view and listen (only) to the meeting, you can do so live at UTA's Facebook page: <https://www.facebook.com/RideUTA/>. A recording will be available following the event through UTA's YouTube channel or Facebook page.

To assure full participation at the meeting and during the public comment period, accommodations for effective communication such as a sign language interpreter, printed materials in alternative formats or a language interpreter for non-English speaking participants must be requested at least five (5) working days prior to the date of the scheduled event by contacting the UTA Hearing Officer at **801-244-3271**. Requests for **ADA accommodations** should be directed to UTA's ADA Compliance Officer at **801-262-5626** or dial **711** to make a relay call for deaf or hearing-impaired persons. DN0016341

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF LEGAL NOTICE FOR UTAH TRANSIT AUTHORITY WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-10 46-3-104.

PUBLISHED ON 05/11/2022


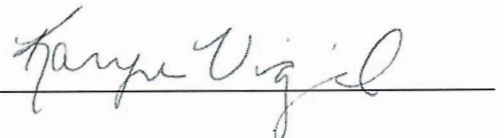
DATE 05/17/2022

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 17th DAY OF MAY IN THE YEAR 2022

BY KARYN VIGIL

SIGNATURE


NOTARY PUBLIC SIGNATURE

Standard-Examiner/Daily Herald Legals Print Ad Proof

ADNo: 9472 Customer Number: [REDACTED]
Customer Name: MEGAN WATERS Company: UTAH TRANSIT AUTHORI
Address: 669 W. 200 S.
City/St/Zip: SALT LAKE CITY ,UT 84101

[REDACTED]

[REDACTED]

NOTICE OF PUBLIC MEETING AND COMMENT PERIOD

UTAH TRANSIT AUTHORITY

RE: August 2022 Service Changes.

The Utah Transit Authority (UTA) is proposing changes to transit service beginning in August. The proposed changes aim to improve flexibility and access; align with long range and regional transportation plans; consider workforce constraints; and replace and upgrade routes with on-demand service for increased mobility. For a complete list of proposed changes please visit rideuta.com/August. A 30-day public comment period will occur March 2 through April 1; one virtual public meeting, along with several other community engagement opportunities, will be held to gather feedback.

Public Comments:

Relevant information about the proposed service changes will be available at the virtual public meeting and on the UTA Website at rideuta.com/August. The proposed service changes will be available for public review and comment from **March 2, 2022 - April 1, 2022**. Comments must be received, postmarked or electronically submitted to UTA through one of the following methods by **5 p.m. on April 1, 2022** to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882, option 5
- **Mailing:** Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** rideuta.com/August

Public Hearing Date & Format:

There will be a public hearing held on **Thursday, March 17 from 5pm-8pm - it will be divided into three sections for each geographic area:** 5-6pm: Weber & Davis County Changes; 6-7pm: Salt Lake County Changes; 7-8pm: Tooele & Utah County Changes. The public meeting will provide an overview of proposed service changes in each geographic area, take questions, and accept public comment from participants.

Listen Only: If you wish to view and listen (only) to the formal meeting, you can do so live at UTA's Facebook page:
<https://www.facebook.com/RideUTA/>

PROOF OF PUBLICATION


STATE OF UTAH }
County of Tooele } SS.

NOTICE OF PUBLIC MEETING AND COMMENT PERIOD
UTAH TRANSIT AUTHORITY
RE: August 2022 Service Changes. The Utah Transit Authority (UTA) is proposing changes to transit service beginning in August. The proposed changes aim to improve flexibility and access; align with long range and regional transportation plans; consider workforce constraints; and replace and upgrade routes with on-demand service for increased mobility. For a complete list of proposed changes please visit rideuta.com/August. A 30-day public comment period will occur March 2 through April 1; one virtual public meeting, along with several other community engagement opportunities, will be held to gather feedback.
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E m a i l :
- hearingofficer@rideuta.com
- Phone: 801-743-3882, option 5
- Mailing: Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
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I, Clayton J. Dunn, being first duly sworn, depose and say that I am the Publisher of the Tooele Transcript Bulletin, a weekly newspaper of general circulation published each Wednesday at Tooele City, Tooele County, Utah; that the notice attached hereto and which is a part of the proof of publication of:

Notice of Public Meeting
Utah Transit Authority

was published in said newspaper for one issue(s), the first publication having been made on the 2nd day of March, 2022, and the last on the 2nd day of March, 2022; that said notice was published in the regular and entire issue of every Wednesday edition of the newspaper during the period and time of publication, and the same was published in a newspaper proper and not in a supplement. Said notice was also placed online at www.utahlegals.com.


Clayton J. Dunn

Subscribed and sworn to me this 2nd day of March, 2022.


CHRISTIN EVANS
Notary Public, State of Utah
Commission # 722008
My Commission Expires
January 5, 2026


Notary Public

TOOELE
Transcript Bulletin

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

UTAH TRANSIT AUTHORITY
MEGAN WATERS
669 W 200 S
SALT LAKE CITY, UT 84101
mwaters@rideuta.com

ACCOUNT NUMBER

ACCOUNT NAME

UTAH TRANSIT AUTHORITY

TELEPHONE

ORDER #

CUSTOMER REFERENCE NUMBER

CAPTION

NOTICE OF PUBLIC MEETING AND COMMENT PERIOD
UTAH TRANSIT AUTHORITY RE: August 2022 Service
Changes.

TOTAL COST

NOTICE OF PUBLIC MEETING AND COMMENT PERIOD UTAH TRANSIT AUTHORITY

RE: August 2022 Service Changes. The Utah Transit Authority (UTA) is proposing changes to transit service beginning in August. The proposed changes aim to improve flexibility and access; align with long range and regional transportation plans; consider workforce constraints; and replace and upgrade routes with on-demand service for increased mobility. For a complete list of proposed changes please visit rideuta.com/August. A 30-day public comment period will occur March 2 through April 1; one virtual public meeting, along with several other community engagement opportunities, will be held to gather feedback.

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Listen Only: If you wish to view and listen (only) to the formal meeting, you can do so live at UTA's Facebook page: <https://www.facebook.com/RideUTA/>

Participate: If you would like to join the event live at any time throughout, please register to join via Zoom any time prior to the hearing's conclusion: https://us02web.zoom.us/webinar/register/WN_GDZcpadkT065Jmodt-wDHBg

Registered participants will be given an opportunity to speak in a specified order. To ensure all participants have an opportunity to speak, comments are limited to three minutes per person. All who wish to view the hearing following the event may do so through our [YouTube channel](#) or [Facebook page](#).

Public Open Houses

UTA Customer Service locations will host information about proposed service changes onsite during the public comment period from March 2 through April 1. Members of the public who wish to learn more can visit a customer service location Monday through Friday, between the hours of 8:30 AM and 5:00 PM.

To assure full participation at the hearing and during the public comment period, accommodations for effective communication such as a sign language interpreter, printed materials in alternative formats or a language interpreter for non-English speaking participants must be requested at least five (5) working days prior to the date of the scheduled event by contacting the UTA Hearing Officer at **801-244-3271**. Requests for **ADA accommodations** should be directed to UTA's ADA Compliance Officer at **801-262-5626 or dial 711** to make a relay call for deaf or hearing impaired persons.
SLT0015949

AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF NOTICE OF PUBLIC MEETING AND COMMENT PERIOD UTAH TRANSIT AUTHORITY RE: August 2022 Service Changes. FOR UTAH TRANSIT AUTHORITY WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAH-LEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 03/02/2022

DATE 03/09/2022

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 9th DAY OF MARCH IN THE YEAR 2022

BY Jordyn Gallegos

SIGNATURE


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Subject: Public Transit District Transportation

Notice Title: Public Hearing Notice

Notice Type: Notice, Meeting

Event Start Date & Time: March 17, 2022 05:00 PM

Event End Date & Time: March 17, 2022 08:00 PM

Description/Agenda:

There will be a public hearing held on Thursday, March 17 from 5pm-8pm - it will be divided into three sections for each geographic area: 5-6pm: Weber & Davis County Changes; 6-7pm: Salt Lake County Changes; 7-8pm: Tooele & Utah County Changes. The public meeting will provide an overview of proposed service changes in each geographic area, take questions, and accept public comment from participants.

Notice of Special Accommodations:

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

Notice of Electronic or telephone participation:

Listen Only: If you wish to view and listen (only) to the formal meeting, you can do so live at UTA's Facebook page: <https://www.facebook.com/RideUTA/> Participate: If you would like to join the event live at any time throughout, please register to join via Zoom any time prior to the hearing's conclusion:

https://us02web.zoom.us/webinar/register/WN_GDZcpadkT065JmodtwDHBg Registered participants will be given an opportunity to speak in a specified order. To ensure all participants have an opportunity to speak, comments are limited to three minutes per person. All who wish to view the hearing following the event may do so through our YouTube channel or Facebook page.

Other Information

This notice was posted on: March 01, 2022 03:58 PM

This notice was last edited on: March 02, 2022 07:40 AM

Deadline Date: March 17, 2022 01:00 AM

Board/Committee Contacts

Meeting Location:

669 West 200 South
Salt Lake City UT, 84101

[Map this!](#)

Contact Information:

Hearing Officer
hearingofficer@rideuta.com
(801)237-1952

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Appendix 3 – Public Comments

A complete list of the 321 public comments received.

<i>What comments or feedback do you have on the proposed service changes for August 2022?</i>
Comments from Online Form
<p>I would love to see Route 9's expanded service as a permanent thing. Not related to the route, but it'd also be nice if we had better signaling of upcoming stops on UTA buses (instead of just the occasional announcement, more regularly shown on the screen at the front of the bus -- hard to see stops when it's dark outside, hard to hear on bus sometimes.)</p>
<p>My feedback would be to please increase frontrunner service times to what they were pre-COVID. The current timetable makes it extremely difficult to consistently use the Frontrunner. The vast majority of the day has trains running only once per hour. This schedule makes me unable to consistently use and rely upon the train as a commuting method.</p>
<p>Please consider having route 205 having later buses. I work swingshift four nights a week and cannot get home from work. The only buses running in this area is the 900 E. bus the state street bus and 900 S. bus. We need more buses later than 930. This is my main source of transportation and it's frustrating not being able to get home from work at 11 PM and it's not safe to walk to 900 E. and it's not safe to walk to State Street. This area is part of downtown and there's a lot of people in this area that could use this service</p>
<p>So I have most of the issues in Layton in Farmington like the 627 Clearfield station the 60 minutes or 30 minutes to wait to catch the next bus heading to kaysville and the 667 bus from Lagoon to Farmington station I feel like the bus should be in timed with the trains arrivals and departures to get to work at Lagoon I have missed the train because it doesn't get there before the train the parts like I miss it by 2-10 or getting to Farmington station in the bus takes like 20 minutes or 10 minutes to depart I can wait that but it's takes time from getting to work out Lagoon. Population should be more optimized for the trains arrivals in general and the train should run more often it's very annoying to wait hour for the next train and should be like at least 30 minutes 20 minutes like in Europe or something like that more more faster I know it's hard because it's on a single track and maintenance of course I understand that but it should be more frequent</p>
<p>Hi! We would like to see the normal UVX route include the Provo Towne mall again. We live right downtown and we used to take the UVX to Provo Towne mall and back frequently, for shopping, hair cuts, art classes, and movies. Now we just walk, because to take UVX one stop to the transit station and then wait at least 20 minutes for the East Bay UVX seems pointless to us, and using UVX to go home is even less convenient.</p>
<p>I know that a lot of the East Bay route services workplaces and so that route might be used infrequently, but I believe the stretch down to the Provo Towne mall was being used and benefited the mall.</p>
<p>I realize we might be in a minority, but it was worth bringing it up just in case. :) We miss having that transit the connection to the mall. Maybe UVX could go by the mak and then up University Ave to 400 S stop and so on, and a smaller bus could do the East Bay loop instead?</p>
<p>Thanks for reading!!</p>
<p>I WOULD HIGHLY RECOMMEND NOT RELYING ON THE UTA ON DEMAND FOR ANY COVERAGE!!!! THEY ARE HIGHLY UNRELIABLE!!!!!!!!!!!!!!!!!!!!!!</p>

Keeping routes 47 and 54 at 30 minutes is a disincentive to resume riding them. Bus routes often don't align well with trax timetables so you often just miss the train or bus, so 15 min on those bus routes helps lessen this. Currently, I wait for 54 to arrive at Murray central after getting off trax, then also wait on the bus until we can depart. It's just adding too much time to the commute. Adding to route 47 will only intensify this problem, especially if it stays at 30 min. By the time the buses leave, 4 trains have passed by and the buses are packed. Please return to 15 minutes between buses

Make the bus free, I don't drive & it's great for taking my baby to her appointments without having to ask others. Thank you for having a clean & safe bus system.

I appreciate the new 1 route, I have wanted to volunteer at the Guadalupe School but getting there on transit from the U was a hassle. This route makes it much easier. I will miss the 209 going direct to downtown from Sugarhouse, but the new 220 routing helps makes up for that. I wish you would increase the frequency or span of service for the 17. I use it to go to Costco, Sams Club, 15th & 15th, SLCC, etc and hour headways make it difficult to rely on.

I support the changes to the bus routes in the greater Rose Park neighborhood. However, I am disappointed that 30-minute headways on weekend TRAX service is being made permanent. This makes for terrible wait times when transferring between TRAX lines. I feel that 20-minute weekend headways need to be restored.

I hate the reduced service on the 205. Especially now that it's running to Rose Park (the whole west side deserves better service) 30 min on week days and hourly on weekends stinks. Restore more frequent service on Trax. If we want more people to take transit, we need rail to be frequent, even and especially on weekends.

30 minute frontrunner schedule throughout the day would be INCREDIBLE. Especially on weekend evenings, it'd be such a benefit to have the train come more than hourly.

6 minute headways on UVX sound awesome! Are there any plans to create other BRT lines in the provo orem area?

I'm a little sad about the reduced service on the / loop in provo, but given what it routes too, I'm not that surprised. There were some development proposals down there for some apartments around the mall, if those go do end up getting built I hope that the service would increase back up.

A lot of the other changes in the Utah county area are vague. I'm not sure what increased "span" means. If that means increase service times, great! Otherwise, what gives? I feel like this whole page could be presented in a more user friendly manner so that it is better understood by the average Utahn. I mean I'm a guy that watches CityNerd and Not Just Bikes for fun and I don't know what a lot of the jargon means.

The 30 minute service on TRAX on the weekends doesn't make sense when you have certain bus lines running every 15 minutes. TRAX needs to go back to running more frequently, if not on Sunday, at least on Saturdays.

Please expand route 54 to run every 15 minutes. It is incredibly cold during the winter months to wait 30 minutes outside in the cold for the bus to arrive. Expanding the 54 route would also cut my commute home from 2 hrs to 1.5 hrs. I would greatly appreciate this change and I am sure fellow commuters in the Kearns would appreciate this as well. Thank you.

Need more Frontrunner. Especially Davis country in the morning & evening. It is frustrating it only comes every hour.

Hello! Please take my comments into consideration. I rely on route 462. Prior to COVID, I used it to go to and from work and to transport groceries to my house in Davis County. I work at the University of Utah Hospital. I have arthritis in my knees. It's a painful walk to and from the 455 stop on Orchard drive. Also, I don't have a smart phone to download the On Demand App. I know there's a phone number I can call to schedule trips, but after reading the information on line about the On Demand service, I don't see how it would benefit me. I would need it to go to and from the bus stop on Orchard Drive.

1. 205 go back to every 15 minutes on weekdays.

2. Make Hive pass easier to purchase

3. Free public transit!! (At least bus service)

When route 17 ran every half-hour, it was already quite inconvenient, as I relied on it to get to work. The change to just one bus an hour renders it nearly useless, and arguably a main reason that I now drive to work every day, even though it is only a couple miles away. A local bus route with that level of infrequency seems like a waste of effort to me. I would either restore the 30-minute frequency, or just discontinue route 17 and improve other services between Sugar House and the U.

Really used and appreciated the 462 route. Many of my bus friends did as well. We have had to use other inconvenient options to get to work. It makes it less desirable to take the bus and pushes us to drive our own vehicles instead. Not sure what the decision to cancel this route was based on but I know it would be used and appreciated if it was started up again. The 455 is crowded and much harder for me to get to the stops. I'm afraid I'll be driving in a lot more. Please reconsider reinstating Route 462. Thanks

As a resident of the greater Rose Park neighborhood, I support the proposed changes to the bus routes in my neighborhood, which include the new route 1, the new routing of the 205, the truncation of the 217, and the elimination of the 519 and the 520. However, I wish that the 4 and the 205 would run on 15-minute rather than 30-minute headways.

On the other hand, I am deeply disappointed that weekend TRAX headways are not planned to be returned to 20-minute headways. The 30-minute weekend headways make for long transfer times among TRAX lines.

As always, I would love to see FrontRunner operate on Sundays. But I realize that that would be big ask.

Bring back 2x! Helps make frontrunner work much better for getting to and from work.

Also when 473 is outbound (south in Am, north in PM) drivers should do best not to race through stops to sit 5 minutes at time check points, we're all trying to get on and being 3-4 min early is a killer. Makes sense when dropping off folks at the home end to go through early, but not the pick up end

Have front runner run on Sundays. Even a limited amount of departures would make my commute from Salt Lake to Ogden so much easier. I have to plan my weekend around the Sunday, giving me less time with my family before I have to back to school at the U of U. I do not have a car, so this is the only way I can get home once a month.

Why are you proposing to discontinue route 41

I do not like the Fast bus changes and the 220 changes. The fast buses were always a quick way for people to get to jobs in downtown and at the U of U, now there is only the 220. On top of the fast buses, the 220 is reduced frequency (Used to be 15 mins before Covid-19) making it so people in Sandy/Highland drive will have a longer wait, unless planned well. I take the 220 a lot and it is very annoying missing a bus by a few minutes and then having to wait another half hour to catch it.

As for the 217, I think you should end it at the airport.

Route 209 needs to go downtown. I don't want to make travel time to downtown more than it already is.

Darn; me an my bus friends have been and are going to really miss Route 462. It seemed especially popular among Bountiful Bench people who like to do bus+bike commutes, because Route 462 goes up the steep hill to the higher elevation part of Bountiful. On a hot afternoon after work, you practically feel like you are on the verge of headstroke biking up from the lower elevation 455 or 470 bus routes on hot summer afternoons because (a) you loose your generated cooling wind since you are going slow while (b) you are working hard to slowly pedal up the hill. But when you catch the 462 that does a lot of the Bountiful uphill for you. So very, very often that bus had to let people bring their bicycles inside the bus after the bike rack was full. And, of course people without bikes who live on the Bountiful Bench also rode it. So it's sad to see the Bountiful Bench loose it's only bus route.

The proposed northbound routing through WSU on routes 455, 603, 625, 640, 645, and 650 will be confusing for passengers. The northbound buses will be traveling both directions on Edvalson, but the southbound buses will continue to only travel from east to west on Edvalson. People intending to board a southbound bus will instead board a northbound bus because north and south will be on the same side of the road.

Sunday fronrunner!

You can't cancel service on 6th Ave!!! There's a reason the avenues routes have always run on 3rd, 6th and 11th Ave! Why even run a bus on 9th Ave when route F11 runs two blocks away on 11th Ave? Running route 209 on 9th Ave instead of on 6th Ave would leave a huge gap in service between 3rd Ave and 9th Ave. The bus route on 6th Ave has far more riders than a route on 9th Ave ever will. You can't replace the two bus routes running on 6th Ave and 11th Ave with a single route running on 9th Ave which is the only reason I can imagine for moving the route from 6th Ave to 9th Ave. It just doesn't work! If you want to cancel route F11 you can probably do so without too much protest since the F11 doesn't even run into downtown anymore and few on 11th Ave ride the bus anyway. But moving the route on 6th Ave to 9th Ave isn't going to help anyone. 6th Ave is where a bus route is needed the most!

Just in case my first post didn't go anywhere, a bus route on 6th Ave is needed far more than a route on 9th Ave!

Running Trax lines only once every 30 minutes on Saturdays is nuts! Trax isn't the Fronrunner!

Many of these changes are good, however the decreased frequency of TRAX service has definitely been a burden as I currently commute to work from Salt Lake to Midvale, and I rely on the Red Line to get me there and in a timely manner

6th avenue has had a bus running on it for decades it makes no sense to change that now. No one is going to walk three blocks up a steep hill to catch the bus. This change to route 6 or 209 will push people away from public transit and back into their cars.

Are there any proposed changes to the fronrunner schedule? I see the past change, fairly cryptically listed as "decreased frequency M-F, Sat". Will that change, which has apparently already occurred, be the new norm, or will the frequency be brought back to what used to be the norm?

Reducing 17 to 60 min service has a big impact on people commuting to SLCC, Westminster College and the UofU. Ideally, this would be at least a 30min route.

I'd greatly appreciate it if you added more time during the week days and add a Saturday schedule for 806 bus.

Need time points for 5600 West and 4100 South. Inbound and outbound.

Will route 470 and 455 have the capacity as a feeder to UTA on Demand?

Where will the eventual end point for route 602 be after OGX is completed? Will it end at central campus or the new roundabout on Edvalson/Skyline? Will it be a free route (like was mentioned for OGX) at start or when OGX starts? As new digital signage for bus stops are deployed, the stops on Edvalson would be good candidates as they are commonly impacted by snow routing.

I do not remember any formal action to route 526. It is not listed on the website anymore or listed on this proposal as suspended or discontinued.

How long until north Weber county on demand service starts? What is the ridership on 612 north of Ogden-Weber Applied Technical College and will it be strained until on demand service starts?

With just 200 and 223 at North Temple station it will be crowded on the bus between North Temple station and State Street. The proposed frequency of 223 will not meet every train. Hopefully 223 will be scheduled to depart at the same transfer time as 209 does now (people do not take route 3 right now because it leaves later than 209), with some flexibility for the drivers if the train is late but not make the schedule dependent on it always being late. What is the current timeline for the Davis-SLC connector route? Provide signage at North Temple to guide people to the bus stop at the Triad Center for connecting to route 1.

I am concerned that the reduced hours on rail (esp. Frontrunner) due to COVID are going to be made permanent. Before COVID, I relied on the on the longer "rush" hours to get to work on time for my shifts. Now that the rush hours have a reduced length (i.e. I have to wait an hour for the next train after 7:15), it is more difficult for me to arrive on time with public transit. Similarly, the reduced length of rush in the evening means I have to sit around at the station for 30 min+ after the end of my workday. Please consider returning Frontrunner schedules to their pre-COVID times, especially now that more people are riding the train frequently.

Please don't route the 209 through the Avenues. For me, one of the biggest barriers to transit use is time efficiency. Bus routes often take 2x or 3x the amount of time driving does, and it is a huge barrier. The 209 is one of the few time-competitive routes in the city, specifically because it is so direct and quick down South Temple. Routing it through the Avenues is a huge detour between me and downtown/Frontrunner. Please don't route the 209 through the Avenues.

Unclear whether route 4 will continue in its present configuration--from Wasatch Blvd. P&R through U toward downtown via 400 South. Please clarify. I live near P&R and work in midtown west of 500 East on 500 South. Need least disruptive routing. Thank you.

205 coverage should not be discontinued as bus is ridiculously busy at 7:40-7:50 am between 800 S up to the Trax line at main street. Also Trax lines should not be discontinued as they arrive more reliably than bus lines.

Please, please, please don't discontinue the 3 and 6. Those are necessary for me and my friends to get to school and work and those routes work fine.

Terrible idea!. I live alone and on disability. If Route 19 and 20 are removed, I'd have to walk seven blocks from my home on Dupont Ave to "catch" Route 1, then try to connect with Route 205 and head east; my library aide job is on Foothill Ave, but none of your proposed route changes will get me there! Right now, I take three buses (Route 519 to Central, then Route 2 east several blocks, connecting to Route 4 to my Foothill Library; reverse to go home).

I'm concerned about the route change of 209.

I take this route most 90% of the time for my public transit, but especially to and from work. I've always been aware of the lack of west bound stops along south temple for this route, but now that it's not going along this street anymore, my only other option is to switch to the new 6 route. This isn't the issue, but in the area where the routes will shift, there's a good 2/3 block radius to get to a route 6 bus stop (depending on if I want to walk closer or further away from downtown). Is there no way to add a new west bound stop during this change point? This walk adds a good 7/10 minutes to the transit time, so I hope at least if no stop is added, there is a pause in route 6's transit at the South Temple/1000E/O St (WB) stop to accommodate for this along with any delays from 209.

I do not like this change. I usually take the 209 straight to work, but with the route change I now have to get off the 209 and onto another bus route which will also cost me more money. I use the prepaid card and now I'll be charged double just to get to work.

I ride the 455 daily for work. I live in North Salt Lake and work at the University of Utah. I love the service but it is starting to get busier again as we come out of the pandemic. With a decrease in the 473 times, I think it could be wise to add some additional service times for 455. Or at least keep the times more consistent between the morning and evening commutes.

I question the choice to redirect 209 to Salt Lake Central. What routes remain to connect downtown and points south with North Temple Station?

Further, I know from personal experience that 209 is used as a school bus from Millcreek, Sugar House, and points along 900 East to schools such as Judge Memorial, Bryant Middle/SLCSE, and West High School. The proposed routing would cut this off.

As a regular rider of route 209 for 5 years straight, I would have to say this routing does not seem to consider all use cases of the route. Perhaps a system similar to that which was in place before North Temple became the permanent terminus would work; where Salt Lake Central is where route 209 could end on weekends, but on weekdays North Temple is still the de facto location.

I am pretty ok with the proposed changes other than rail. Trax and Frontrunner are the backbone of a successful and well used transit system. We should be increasing these services on weekends not reducing them. We want people to use transit on weekends to reach activities and venues all along the Wasatch front. With reduced service on weekends someone living in Ogden or Provo is going to choose to drive to Salt Lake for events rather than save gas, money, and the environment by taking the trains. Weekends should have all rail running as often as possible and until at least 1am. As I said the other changes appear to be fair but the change to reduce rail on weekends is absurd.

Reducing frontrunner and UVX frequency is a horrible decision! I already have to wait almost an hour at the train station every day after work just to get on a very crowded train home. Absolutely nobody asked for this, everyone wants overall INCREASED frequency plus SUNDAY SERVICE on Frontrunner! One of the main reasons I ride UVX is because it runs so often. How do you expect to increase ridership and see positive results if you can't even provide transport when people need it?

Additionally, UTA is putting a lot of faith in the new UTA On Demand service. The app currently has less than a 2 star rating and everyone I've talked to has had major problems using it and preferred when the service operated more smoothly through the main Via app. Before having it replace almost every bus in south salt lake county, it needs to be rethought and improved drastically. For instance there is often a 30+ minute wait time for a ride, and rides are frequently "unavailable" during peak times. More drivers need to be hired. Furthermore, the On Demand customer service team, though friendly, has no idea what they're doing and calling them never resolved any problems and I end up more frustrated and confused than before. I only use the service because it's cheap, but it has failed me

on too many occasions to count.

You say you're all about what the PEOPLE want, but in my 5 years of ridership you've proven otherwise.

Having 205 not go to SL Central it bad for me. It means I no longer have a direct vroute from work to the Frontrunner. Also you cut off more frequent Frinrunner too early. Between 7 & 8 AM & 6 & 7 PM are still busy & could use another train. If you want to encourage more ridership, car chargers.

Hello,

I am not supportive of the proposed changes on Route 209 (and its merger with Route 6). These changes will cause me to buy a second car for our family and start driving to work, adding another car to downtown traffic and parking.

1) The bus route will take too long and 2) drop me off too far away from my work to make riding the bus a convenient, alternative option for me. A neighbor who I ride the bus with would also experience these challenges.

I regularly use the bus from the 900 E 100 S stops to the 100 S stop between State Street and 200 East in front of Harmons.

1) Expanding the route to service the Avenues will easily add 10-15 minutes to the bus ride, vastly reducing route 209's convenience. If the city would like a bus route in the Avenues to downtown or Sugarhouse then I would suggest the city make a new bus route to service the avenues rather than detouring the current route. Alternatively, they can create the bus route that would transfer somewhere at Route 209's existing stops at a time where there wouldn't be much wait between the two routes, like the existing Route 6.

2) The new route would eliminate the stop on 100 S between State Street and 200 E. The 100 S stop is very close to my work and the next nearest stop would add another 5-10 minutes to my walk, at which point taking this bus really wouldn't be worth it for me. Even the newly proposed Route 1 would bypass this stop. I am against the elimination of the 100 S stop downtown.

Lastly, bus 209 is already fairly full some mornings. Merging this with Route 6 would crowd the bus making detracting from its alternative of commuting downtown in my own car.

Expanded weekend rail service is my top request of UTA. While I use TRAX throughout the week for work, the reduced weekend frequency makes it hard to justify using on weekends when I'm doing most of my leisure trips. And Sunday Frontrunner service would allow me to save 1-2 hours of driving. I'd like to urge you to reconsider making the weekend rail cuts permanent.

I want to see Red Line service back to every 15 minutes on weekends.

I want to see all Trax lines operate later in the night.

Right now, I can't use Trax for airline travel because it doesn't operate late enough for late flights.

Right now, I can't use Trax for events downtown (for example, the opera) because it doesn't operate late enough to get me home afterward.

Right now, I can't use Trax to go out at night because it doesn't operate after restaurants and bars close.

I want all-day Sunday service on Frontrunner.

I want service on everything 365 days a year. It's ridiculous that there's no service on major holidays.

I'm disappointed to see the West Valley/Magna BRT (Route 35M) discontinued. The regular buses have too many stops.

I think merging lines together and extending routing to cover lost lines is a good idea, especially if it comes at the inclusion of more frequent service. But eliminating lines without any benefit to the rider is a hindrance to ridership, regardless of the monetary benefit it may have. Additionally, keeping times reduced for TRAX, especially when there is ample opportunity for additional riders due to gas prices and environmental reasons, seems short sighted. Can't exactly reasonably use the services if it takes 30 minutes of waiting to get anywhere. To me, a lot of these changes are going to lead to less riders and a continuation of the idea that transit is not time-effective or convenient for anyone.

I love the new routing of the 205!

60 minute service is unacceptable for the 17. That is a key connector between SLCC, Westminster, and University of Utah and provides those students access to Central Pointe station. It also provides great service to the 15th and 15th business district and neighborhood as well as The Fresh Market Grocery store. We should be expanding service on this route. This route should be 30 minutes and run on weekends as well as weekdays.

I would like to see route 220 and rout 72 moved to every 20 min or 15 min. I am very sad that route 320 and 307 have been discontinued.

If there's any possible way to reduce travel time on the 35 through stop consolidation or modification so it's still more like the 35M, it would help with speed along the corridor and make it more attractive again. Right now it's plagued by delays and a long travel time, leading to increasingly missed connections with TRAX and a lot of the stops don't even get used.

Air quality, economic activity, and resource utilization are improved by increasing, not decreasing, public transportation options. I do not support making reduced services permanent. Increasing the frequency of trains appears to be necessary as evidenced by the change in ridership numbers as the pandemic has waned. Our last trip on the frontrunner was very crowded, and I have needed to retreat to the single level coach to find seating due to the increasing volume of riders. I am disappointed that Frontrunner is not run on Sundays as this limits Utah county access to the SLC airport and metro rail connections. Even at reduced services this would be helpful for getting home to family after a long week of working away without the noise and smog of driving a vehicle. Regional rail access is an essential service for Utah County.

I see that many routes are discontinued and have reduced hours/times. I do not support this. I think we need to be expanding services and making this more affordable for folks. Buses coming only once every hour on these routes does not encourage the public to use this transportation. We should have consistent, reliable public transportation and need to make this a priority for our city. It will help with access, equity, and our air pollution.

Regarding route 864 -- I am an employee of Ancestry.com, which is located at 1300 W Traverse Parkway. It presently is over a mile walk to Ancestry from the nearest alternative stop after you suspended 864 service. My question is -- when are you planning on starting the On Demand service that will replace Route 864? The service is needed NOW.

Love the new 205 routing connecting Rose Park. With service to downtown and Vivint, I wish it would run later than 9pm.

We desperately need a route traveling North to South at THE AVENUES. If we need to go to 400 south, we have to ride from 6th avenue to Downtown then make a transfer or, ride form 6th avenue to the University of Utah and then transfer to route 2. Why isn't there such a route? Also, ask your drivers to smile once in a while, it costs nothing.

We should be moving towards more frequent trax and rail service on weekends, not the other way around. Frequent weekend service is needed on the Green line for it to be a reliable airport connection. Frequent weekend service is needed on the Blue line is needed to be a good ski bus connection. On a weekday you can get from airport to ski resort in less than 2 hours lining up connections, which is p damn good. That greenline/blue line connection jumps from 10 minutes to 25 minutes on the weekends and the trip gets almost a half hour longer. Fronrunner weekend demand spiked on the weekends during free fare february and more frequent service would help service that demand. Hybrid working is de-emphasizing the M-F commute, but with more flexibility there's an increased need for transit to service evening and weekends for recreation, eating, and entertainment.

I would like to see UTA bus service to the East Bench area of Spanish Fork, which is a built-up residential area that has no walkable transit options. I propose a route (either new or added to the existing 821 route) that follows 300 S/Canyon Road to 2600 E, then crosses US-6 and services the residential area near Maple Mountain High School. Thank you for considering this request.

The page states the Fronrunner will have reduced frequency weekdays & Saturdays; the train already only comes once an hour much of the day and only twice an hour when it's most "frequent." It needs to come MORE frequently, not less. And on Saturdays, the frequency is even worse, which makes planning trips difficult for people who wish to avoid cluttering the roads with more cars. Rather than reducing the frequency of the Fronrunner, it should come more frequently (including become available on Sundays) to encourage people to use it more.

I live on the Avenues. If these changes go into effect in August no matter what it costs I will have to go back to driving to work at the University of Utah.

The Avenues is a steep, hilly place to live. Walking 6 blocks up hill from South Temple after work on a hot or cold or rainy or snowy day is not acceptable. I cannot image how older people or those with mobility problems will cope.

The proposed change for Route 209 which sends into the Avenues before it reaches downtown will add considerable time as would transferring to any of the other options that run on 2nd South. The current 209 is particularly usual since it has easy access from the residential neighborhood around 4th South and the 9th East Trax station. It is the closest and ONLY direct route to downtown from that area which is particularly helpful for the elderly. Please reconsider this tour of the Avenues just so folks can get downtown!

While I'm sad to see the 6 go (I have a stop right outside my house), I am happy to see a line on South temple (the new 1 line). My biggest concern is that there is a very long gap between westbound stops (using your ruler tool, it is approximately 2,330 feet) - between O street/1000 E and J Street/700 E. That is MUCH farther than any other distance between stops (and especially so when compared with the Eastbound route, directly across the street). I would recommend adding stops between 1000 E and 700 E on the westbound route (e.g., potentially shift O street to N street, add an L street stop). I don't know the best solution, but I the distance is too far between stops along that stretch.

I'm concerned about the increased travel time on the 209 to access the core of downtown from points south. I'm not sure looping through the Avenues provided greater connectivity or increases destination access. In addition, I'm concerned about this route now connecting to the intermodal hub instead of the North Temple TRAX/FR station primarily because of lack of stops on the southside of the Gateway for the outbound/eastbound direction (between 600 West and 250 West). That's quite a distance to not have a stop in a dense, downtown context.

I am concerned about the failure to restore the 15-minute peak frequency of the 220 or making another change to ensure higher frequency of buses along 200 South. Particularly in light of the reroute of the 209 to the Avenues. The 209 collects riders from as far south as 6600 South. Those riders will have to detour all the way up to 9th Avenue before going downtown. If they could transfer at 200 South, that would be faster - but only if there is adequate frequency of routes going down that street.

One alternative could be the 220, but again, it's only on a 30-minute frequency and also detours through the U before going downtown.

When UTA and SLC announced the plans several years ago to make 200 South the special high-frequency corridor, I was very excited. It is disappointing that the changes discussed in that plan have not happened.

(I do realize y'all have to do the best you can with your funding etc.)

There is a tremendous NEED for a route along 700 East in Draper/Sandy/Midvale

Would be perfect if Route started at Kimball Lane TRAX and went north as far as Winchester, just north of the 215.

Along that suggested Route, there are many grocery stores, Schools, pharmacies, shopping centers, restaurants/fast food, apartments for seniors, low income, entertainment, as well as the Bishop's Storehouse. Along the way there are also quite a few alcohol and drug recovery places that hold meetings and counseling for those who no longer use, but can not legally drive.

Having a bus system in place on 700 East would open up a world of possibilities for the elderly, disabled who I personally know are mostly homebound and would welcome the opportunity to ride to the grocery store or pharmacy.

I have talked to kids and parents of kids who attend Hillcrest and Beehive academy, both on 700 E. who would happily take the bus to and from school, especially in inclement weather.

I personally am legally blind, and in a wheelchair. I would use the bus daily if I had the opportunity. I want to get a job at the Challenger School they are building on 700 E., but it is way too far to go in my chair on my own. A stop at 8400 S., then one in front of the school would make being employable again a real possibility.

A route along 700 E. is highly desirable by most everyone that I have spoke to that live in the area, and businesses, many where surprised there was not already an established route.

Several felt a bus line would not only increase customer traffic in their establishments, but also could help them recruit and retain employees.

A route along 700 E. would connect to several established bus routes and TRAX at Kimball Lane, making access to places more accessible to everyone.

Please consider adding a route to 700 E.

Thank you and have an awesome day!

What are the frequency changes for frontrunner from Orem to Salt Lake in August. I am new to the system.

While I do not live in Utah, my 3 siblings and uncountable cousins do, and I visit at least 3 times a year. I usually arrive via the airport on weekends and take the TRAX Green Line and the Frontrunner to get to Utah County. Using a car to do this flies in the face of Utah's air quality goals; I do it as little as possible.

The current Frontrunner schedule means I often have to wait at South Temple Station for 45 minutes to connect with the southbound Frontrunner. This is unacceptable for any city center station - especially one with no indoor waiting area. It's cold! Especially with the inversion (which is due in part to car exhaust).

The current schedule also doesn't work for flights that get in after about 10pm, because the last southbound Frontrunner leaves S Temple at 11:03pm.

I can't believe that in a state that regularly has the worst air quality in the nation, we are cutting the very services that allow the most people to replace inter-county car trips.

Weekend and off-peak service is key, because it allows people to plan on having car-free mobility options all the time - making it easier to decide not to own a car at all. In other words, if I moved into an apartment next to a rail line that only had decent service during rush hour, I would be no more likely to give up a car than if I lived where there is no transit.

Restore pre-pandemic rail service frequency. Frequency is Freedom.

I disapprove of the elimination of Bus 6, which would mean loss of service along 6th Avenue. There are a number of apartments around here, and numerous students and University employees who depend on this route to get to the U. The 17 really needs to be 30-minute service; it's really important for Westminster College.

I dislike the discontinuation of service from Avenues to south side of U campus, which the 3 presently provides. The 223 winds through upper campus and completely misses the lower campus around the Marriott Library (where I and numerous other Avenues residents work).

I take route 209 from South of Sugarhouse to downtown for work. The proposed route change into the Avenues would make me less likely to take the bus a few times per week due to the extra walk I would have to complete between 600 E and 900 E. I often complete work after 7pm and it is stressful to try to get to the bus in time and fear missing it and having to wait an extra 30 minutes. I would be more likely to continue to ride on the proposed route if the 15 minute frequency continued until 8pm.

I saw that the 205 route was reduced to 30 minutes on the weekdays during COVID. I want this bus to run every 15 minutes Monday-Friday, or at least during peak commute hours. I recently moved to the South Salt Lake area from Sugar House due to rising cost of living. (I used to live in the Avenues, then 9th and 9th prior.) I have continued to move south due to rising cost of living, and each time my access to public transit options has been reduced. I use the 205 to commute to work each day, but it takes significantly more time because the bus does not line up well with connections and I am often waiting more than 15 minutes for my connecting bus making my commute an hour. This is just not sustainable when I could drive the same distance to work in 15 minutes. Please invest in the growing South Salt Lake community and increase the frequency of this bus so citizens can continue to utilize public transportation to feasibly commute to work.

What are the time points to go east or west on the new #47 at Hunter high school?

I am a teacher working in Salt Lake District. It takes me about a gallon of gas to commute to work. With increasing gas prices, I looked into using public transportation. Unfortunately, it doesn't make any sense financially for me since using the trax would cost me \$5 a day. It would be nice to have a better incentive to use this public transportation. I can drive myself to work for the same price when gas reaches \$5 a gallon.

I would love to get into a routine of taking the trax to work, however until it makes financial sense, I will not be.

It would be nice to have a more affordable option where it would cost me more like \$2-\$3 a day to commute.

As a University of Utah hospital employee, thank you for proposing making it even harder to get to work daily. Plenty of health care providers take Route 6 every day to and from the hospital. How about cutting back the service instead of discontinuing entirely? Seems like limiting access to the most important building in Salt Lake is a boneheaded move on UTA's part.

It all looks great! Thanks!

Fronrunner should run Sundays. It'll be easier instead of having to change busses and such.

The 455 spends 5 to 10 minutes stopped at several points along the route, waiting to get back on schedule. It really could start at least 5 minutes later, maybe 10, and we could just get home or to work. It usually comes to my house early and then we sit at Lakeview for 5 minutes. SOOOO annoying.

I am a teacher for students of disabilities in Tooele. We are teaching them life skills which include independent transportation. We have been using the UTA busses F400 and F402. In Tooele there is already a limited amount of routes which restrict people with disabilities from accessing the community. Discontinuation of these two routes will GREATLY affect the independence of disabled people in Tooele.

Routes F400 and F402 help people with disabilities transport around the community. If those routes are removed, it will be hindering people with disabilities the independence to access the community.

Bus service needs to include Sundays because Trax runs on Sundays. Bus service in West Jordan should extend further west to Bacchus Highway or closer to it. There are many new apartments and condos in the area near 7800 South and Bacchus. I am hoping one day there will be bus service on 9000 South in West Jordan, west of 4800 West.

Eagle Mountain and Saratoga Springs need better service into Lehi, American Fork and the Fronrunner stations. On demand service would also be great.

Fronrunner service:

Mornings the 6:30 am train at North Temple, north bound, is no longer scheduled. (depart Provo at 5:16)

Afternoon start of half hour service at 3:30pm was deleted. This time zone was very busy with commuters and from the airport.

I work for Fronrunner, 6137.

Our whole neighborhood community is having any UTA bus service discontinued except UTA on Demand. This appears to include at least any area west of Redwood Road, and any area north of 1000 north. If increased participation is encouraged, this definitely is a discouragement for using buses from any of our neighborhoods.

I work at the U and use route 3 as part of my commute (it is the fastest way to get back to the front runner from campus as far as I know). If it is cancelled I would have to take route 2, which would make my commute longer on the way back.

Please add more times on route 806 bus.

I have never garaged a car in Salt Lake and public transit is my only source of transportation. I live at 727 e 800 s in slc since 1986 and prior to that at lived on the Aves. I am a home owner. I retired from a full time job due to health Feb. 26 2022 and took a seasonal year round job last fall at this is the place state park that started this spring. I had no knowledge, saw no notices in the bus, and there is no longer a daily newspaper in slc, A coworker told me about this, and years ago with the east central comm council I used to be on a citizens comm with uta. I will not be able to get to work and I don't know what to do. I bought a home on 7th e because it had 4 bus routes and a night route, uta took that all away from our neighborhood, have you ever stood at night on 500 e or 900 e and tried to catch a bus, its dark and dangerous, 700 e is well lit. Did anyone ask the zoo or this is the place what time their employees start, apparently not. The garden shift starts at 6am at this the place. The back up bus that is dangerous for me to walk to from guardsmen to 1900 east is also being changed, it would get to the post office on arapeen by 0530 mon through Friday. I also use 3 to get to sleep wake center. The 455 is very unpredictable and has a very odd schedule.

I don't know i am going to get to work and

I really don't know how I am going to get home. I based retiring and taking these 2 buses 3 and 223 and now I have nothing. Our costumes are heavy, we wear 1800 s style clothing. A dress a bonnet, boots, apron. To carry that all up the hill. The bus right now is at the pioneer center. You are basing your info when the parks were dealing with covid restrictions and many were not open, we are back to full operation on March 26th. I am in my 60s and thought this was going to be my dream retirement job of 4 to 7 hours a day 5 days a week. I just don't know what to do. It appears you have already made your decision.

I do not know why you ask for any feedback, when you actually don't listen to any of the feedback. This is what you do, "it looks good on paper, it will work ". In reality it actually does NOT work. I also don't know why you are making it harder and harder for the veterans go up to the V.A. hospital by cutting the major route 3, when the route 4 doesn't go straight up 400 south like it should. I also remember when you had a busy bus route 203 and you discontinued that route, and also you cut routing on the 201, I remember when it would go all the way to 12300 south. I had to stop taking the bus as much because of your bus route cuts. Again you don't want ridership to come back. You want to cut jobs. Think about how much your operators go through in a trip, you just want to make their job harder, I know a lot of them have back problems because you have cut time "for the better " which actually is for the worse since we can't make a connection. I know you will NOT take this feedback seriously

Please change the frequency of TRAX to 10 minutes and if necessary reduce the number of wagons.

Especially during the mooring commute, the trains are full (which is good!) but if I happen to just miss a train, I am not willing to wait another 15 minutes. So, I walk back home and drive.

I don't see a single route that improves frequency (or I am misunderstanding the interactive map). But, having busses go to the University of Utah and only coming every 60 minutes is ridiculous. This will result in student using their own car over transit (if they have a car) or creates an equity gap for those who can't afford a car. They should at the very least come every 30 minutes like the Ogden-UoU bus route.

You need to make sure transit (especially busses) runs by important community service locations (e.g., schools, universities, parks, hospitals, libraries, etc.) at least every 15 minutes. What's the point of offering a personal vehicle alternative if you're literally fixed to a scheduled and only have one chance an hour to make that trip? That does not align with the state's desire to reduce air quality and become overall more environmentally responsible.

I live near the corner of 200 S and 900 E in Salt Lake, so I am lucky to be very close to stops for the 2/220 and 209. I take the 2/220 to and from work on the University of Utah main campus, and all three routes for errands and recreation. I take between 2 and 5 bus trips on a typical weekday.

I very strongly oppose making the service reduction on the 220 from 30 to 15 minutes permanent. I remember that when the 220 was rerouted to 200 South, the stated goal was to have very frequent service (7-minute headways) on 200 South when combined with the 2. I would like to know why UTA is abandoning that goal so soon.

I know that the latest ridership numbers for the 220 are lower than for the current 15-minute routes -- although not by much! But both the 2 and 220 are very crowded (often standing room only) at peak periods heading to and from the university, and many of these riders are headed to and from lower campus, which is served by both routes. So I expect that returning the 220 to 15-minute service would greatly increase its ridership just because more people, myself included, would use it as an alternative to the 2. But I also believe that having very frequent, reliable service on 200 South would increase overall ridership -- I have often driven rather than waiting 15+ minutes for the next bus, and I'm sure many other people have done the same.

Perhaps UTA is concerned about low ridership on the southern part of the 220 route. But since FOUR routes serving southeastern Salt Lake County (the 307, 313, 320, and 354) are slated for permanent elimination without replacement, I think that makes it especially important to provide frequent service in the 220, since it is the closest thing to a substitute for all of these. And now that the 220 is being rerouted through the center of Sugarhouse, I imagine demand (and the need for frequent service) will increase even further. Overall, I think making this service cut on the 220 permanent would come at a far greater cost to ridership than a similar cut anywhere else in the system.

On a different note, I support the proposed change to the 209 route. I think connecting the avenues to the rest of the county's transit network with frequent service is long overdue. Personally, I would use the new 209 route several times a week for errands and recreation that I currently do by car or not at all.

Tooele is one of the most underserved communities. Each year UTA takes more services away or makes the existing services hard to use. As a growing community, we need more bus routes and various times to reduce pollution and traffic congestion. Additionally, removing the UTA services adds additional challenges to the disabled who rely on the services to get doctors, and other types of providers.

I feel that removing the routes could worsen our current traffic conditions. If anything, we need to promote more public transportation and provide more accessible transportation in our community.

Please DO NOT take away or decrease Srandbury Park/ Tooele County bus routes. We depend in these for people who commute to SLC! We need more routes, not less. Thank you.

For many people in Tooele this is their only transportation to Salt Lake City. There isn't adequate service now. Increased services not decreased are needed. Light rail would be even better!

There should be more public transportation not less. Tooele is already ignored and has little demographic finances. They struggle! More public transportation is needed... Not less

My autistic son is 24 years old. He works at A & W in Stansbury Park. His disability prevents him from ever obtaining a driver's license. We need public transportation in Tooele county! He needs a way to get to and from his work safely. Voc rehab pays for a UTA pass but what good is it if we don't have a route nearby? Please be aware of our special needs population. They need access to the community.

I am saddened to see a potential permanent reduction in weekend rail service and hope UTA can reconsider increasing frequency to pre-COVID levels again. After the success of Free Fare February and with gas prices on the rise, I see many consider using UTA more not just to commute to work, but also for leisure and errands. The TRAX train I was on earlier today - on a Saturday - was pretty crowded, and so were the stops between Central City and Ballpark. An increase in service would encourage more people to take Trax for short trips, reduce congestion, and improve air quality. Higher frequency means more riders!

I think it sucks. Us Tooele people are treated like second class citizens. We are basically the butthole of Utah. It took 40+ years to get the new highway through here you need to make the Front Runner train come here. There are a lot of people here that depend on the bus service. You don't care about the seniors or disabled people Need MORE and better service here. The problem with UTA it is a government agency and our state federal and local government sucks.

I have a University of Utah college student that is living at home using the bus as her transportation to/from school. Her brother will start school in Jan & plans to do the same thing- live at home & ride the bus. It is a deal changer having the bus to be able to pay for school with the higher cost of living & gas currently. The bus routes are still needed in Tooele county as a necessity for college students.

Removing Uta bus lines from tooele county instead in of adding becomes an equity issue and will negatively impact air pollution. My mother in law travels to Dr. Appts. Using UTA because she is unable to drive, but her specialists all practice in Salt Lake. She would have no way to get to those appts. Unless a volunteer can take her.

We absolutely need the bus routes in Tooele County. Taking it away will affect many people negatively.

Tooele county needs more bus routes not less to serve the disabled in our community. There needs to be a way for them to get around town and function. Removing bus services in our community removes their ability to get to the store, local community buildings and even school. Please reconsider pulling these routes for they will be crippling a community.

Please keep and increase our desperately needed Tooele bus service. Gas prices are sky high. Some people can't drive but still need to get to jobs. Please, we need the bus.

Thank you.

Tooele county needs UTA services, especially in a time where gasoline prices are skyrocketing and alternate transportation's are needed. Thank you for your consideration.

You can paint green lines on the street to waste money instead of getting better bus schedules and routes. Now your cutting them. We have enough accidents here in Tooele. How are people that are used to riding the bus get to and from work if that's what they depend on? We need more, not less. The emissions are bad here as it is.

Tooele needs the bus routes they not only provide away to the airport as the Lyft and Uber options are few.

It is how many of the students that attend the University of Utah are able to have affordable transportation.

With the increase of gas prices the bus system is even more important for the residents of Tooele.

Tooele needs more bus services and routes not less!! Maybe a front runner train, or even trax system from SLC to Tooele not less!! I am a wheelchair user. Who relies and uses the UTA system constantly and consistently, i would be way worse off without the UTA system, please provide more routes and a trax system out to tooele!

I think its ridiculous that you are choosing to continue to screw over Tooele County. There's barely bus service in Tooele and you want to cancel what little service we have. Instead of canceling, you should have more buses to serve more areas and more people would ride it.

as a spinal cord injury patient, I have to go to

Salt Lake City to see several dr.s in my power chair I can get on and off the buses an independently take care of my self and my business. I have no family here and no one has a vehicle that is power chair accessible. I'm being denied my right for proper care, for independence and for my peace of mind. I experience a great deal of pain daily, its very difficult to make arrangements with only one hand useful. Nevertheless, I'm capable of living alone. I take good care of myself, I'm not a burden on anyone. If the routes are removed what is the offer of alternatives for us. I expect a solution as an American citizen. Life, liberty and the pursuit of happiness. Thank you

Tooele needs more busses, not less. Stop reducing service in tooele county. The 451 was loaded on the way into Salt Lake and many people relied on that fast track bus that went straight to State street. You hurt people's commutes when you striped that and only had the 453 as an option. More service is needed, tons of people use UTA services to get from Tooele county up to the University of Utah, Temple Square or other businesses along State Street.

We are a smaller community, yet we still pay our taxes. We should get some use of the bus system. People that don't have access to cars due to poverty or lack of ability need our support too. We also want to reduce the inversion in Tooele County.

As Tooele County grows in population it is imperative that UTA keeps all options open in regards to alternative transportation. People in the different communities within Tooele county relay on UTA. To limit or strip the alternative transportation would negatively impact Tooele County and those who relay on it.

Please do not reduce the busses to and from tooele area. I know ridership has been down, but that is due to covid. Most companies are pushing people back into the office over the next couple of months. Tooele area already has a very concerning issue with commuters being able to get to and from Salt Lake due to growth and limiting the busses will only exacerbate the problem. On a personal note, my wife rode the bus to work for around 20 years pre covid. She will no longer be able to due to the changes.

Why would you cut back services when inflation is at a 40 year high. Fuel is at an all time high with no end in sight. There are many people that depend on this service and many more will be needing it with prices of everything skyrocketing. How much more can we the people take?

We need more bus routes in Tooele, not less. I would take the bus every day if you had a direct route to the University of Utah.

My daughter can ride the bus into Salt Lake but there is no weekend bus for her to get back to Salt Lake so I have to take her in on Sunday. But she does take the bus during the week.

We need the bus into Salt Lake during the weekend, more frequently and cheaper. As soon as it is more convenient, more people will ride the bus. The way it is right now, it does not work with most schedules. This would be the best way to clean up our air.

It's ridiculous that you are taking routes from Tooele. A lot of people depend on the transit system to get to work. It made it really hard for people when you took the airport route away. Please bring that back!!!!!!

You have raised our Taxes several times each saying that it's to provide better service and each time you cut services. Now your cutting again. GIVE US OUR MONEY BACK

We need more routes in Tooele county not less. I have a disabled daughter that relies on the UTA buses to get to work. Taking this away from people with disabilities hurts them so they aren't able to contribute to society. It makes them feel useless. Should they just sit home all day everyday? Please keep these routes for the most vulnerable!

Please don't cut the service in Tooele we do not have very many alternatives transportation for people. With gas price raising I would think that people would start looking at using the bus more now.

We need more bus routes not less in Tooele

I am disappointed. We need buses out here because there are many others who work in Salt Lake City who don't have a vehicle or disabled. People can't just buy a car, they need income to get one! There is also the fact that in the passed I needed the bus because my car was in the repair shop! There are bigger and better opportunities that residents of Tooele want to pursue and unfortunately the opportunities are out of town. So if the buses that come out to Tooele stop running then, a lot of residents lives will be effected. Please don't do this.

I don't like the idea that they are stopping service to tooele. The problem of people not using it is that it is not advertised much so people don't know what the

UTA does go. People do not have the knowledge in order to use it. With gas prices high

It is very important that we make people well known about the service.

1. Please bring 15 or 20 minute TRAX and S-Line frequencies on Saturdays and 20 minute frequencies on Sunday. The trains are generally pretty full on Saturday.

2. Bring back 15 minute frequencies on the 45, 47, 54, 205, and 220! If you want people to ride these buses and trains again you need to provide the service that they could rely on back before the pandemic.

3. I like that the 209 will run down 200 S to Salt Lake Central! I'm just a little worried about how much time will be added by going up the Avenues

4. I am ok with the busses 3 and 6 being cut because of the other bus routes that will replace it's service. 15 minute frequencies from route 1 and 209 will be great for the Avenues.

5. 6 minute frequency on the UVX will be awesome. Sunday service would be nice as well.

6. I don't know if much can be done on frontrunner to reduce rush hour crowding because they already run every 30 minutes and that can't be increased. Maybe more trains earlier and later.

7. Route 1 should run down 900 W all the way to 200 S.

8. No objection to the route changes in Rose Park. With the 1 running every 15 minutes and the 205 back to 15 minutes that neighborhood will have great service and coverage

9. Sunday service on the 201 would be very nice and it would be awesome if there is a way to line it up with frontrunner in Murray instead of just South Jordan. I know I would ride it almost daily if it did because otherwise it is just faster to walk.

Thank you for all that you do.

I would love it if FrontRunner and Trax were available on Sunday and more buses and UTA on Demand were available on Sunday.

It is utterly ridiculous that route 3 and 6 are going to be discontinued, these are the only routes taking passengers on their way to work, etc., from the U of U and the Avenues neighborhood to connecting routes and trax downtown. The people deciding this change are probably perched in an office and never needing or rely on public transportation and they shouldn't be allowed to make this type of changes.

What are going to be the options for riders going in the direction of downtown/central station seeking trax transfer to get to work? To go to the LDS Hospital, to go to Smith's in the Avenues store? To the Sweet Library Branch in the

Avenues? I usually board route 6, around 5:55 a.m at stop 118183 what are the options going downtown at this hour? Coming home I usually exit the bus at stop 118123, are this stop still going to be available? For route 3, is stop 118044 going downtown still going to be operational? route 3 stop 118029 in the direction of the U of U still going to be operational?

I previously worked in SLC as a medical assistant and many of our patients that had traumatic injuries rode the bus from Tooele County to SLC for their follow ups. I had to accommodate the very few bus schedules you had between SLC and Tooele County so they could make it home that night. It was so difficult to help these individuals with the few routes available and now you want to completely take away their means of transport. That is extremely disappointing.

On top of that I personally would take trax or front runner from Tooele to the U where I work, but this is not yet available to us. The parking lots in SLC are unsafe to park and leave a vehicle there overnight as well.

Traveling to tooele needs more stops. I have to walk miles to get to my destination. DO BETTER

I think it is backwards movement to provide less transit opportunities to commuter cities. In order to reduce pollution and congestion you need to get more people on board with taking the bus, which means improving the service and making it easier for people to use. This change reduces service and makes an already inconvenient Tooele transit route much less convenient. If people in Tooele have to drive to Stansbury to catch the bus, most of them won't bother, they'll just drive the extra 20 minutes into the city.

I am currently a person in long term recovery from drug and alcohol addiction. I know so many people that rely on taking the UTA bus in town in order to get to AA meetings, groups at Valley behavioral health, therapy appointments at Valley behavioral health, grocery shopping, etc. Many elderly and disabled people also rely on this service to get to appointments. PLEASE do not take the bus routes out of Tooele County. If anything we need more routes!

You have Trax and Fronrunner that both service Draper. Yet, literally no bus service to get around Draper once you get there. What's the point of a station in Draper if you cannot go anywhere once you get there?

I've been riding UTA for nearly 30 years now, and I work downtown. I've always been a big defender of UTA. But these latest changes to the 209 route just add insult to injury.

The detour into the Avenues will mean a longer ride into downtown. UTA's solution? Just stick it out or transfer. Really? That's your solution? That's the worst thing you can tell your customers, and you know it. I'm less upset that it will no longer go by my workplace. I can walk the last couple of blocks. That's fine. But having to go up into the Avenues when my destination is already so close? Please, no. I recognize that there needs to be service up there, and it may seem convenient to send the 209 up there since you already have it routed onto South Temple. But the people on the 209 route at that point just want to get downtown. That's all. (And again, don't tell them to transfer. That's pretty much always the wrong message.) It's already a long route for many of them. The proposal to make it even longer is beyond frustrating. It feels insulting.

Since you discontinued the 307, I've already had to leave my house about 20 minutes earlier than I used to in order to get downtown at the same time I did before. I had hoped that you would bring back that route eventually, but now that change will be made permanent. Don't get me wrongâ€”I'm grateful that the 209 leaves earlier than it used to, but it's already slower than the 307 used to be, and now you want my ride to take even longerâ€”either by staying on the 209 and going into the Avenues or by transferring. (And the 209 doesn't start coming every 15 minutes until well after 6:00 a.m. It would be nice if it could start that just 15 minutes earlier.)

Please just know that if this particular change goes through, at least one longtime public transit user (and advocate) will be quite dissatisfied.

I know this "public comment period" is just for show. At least, it's never seemed to make a lick of difference in the past. But I still hope that someone will listen.

I've loved using your service, and I will continue to use it. But I will be a bit less happy about it because you've chosen to make it less convenient for me. Again.

Rt 209 too much travel time and transfer options. How do I know that my feedback was received? W

Tooele needs more bus service, not less. In a time when conservation is stressed, gas prices are high, and air quality is terrible, TRZ zones are encouraged (can't really be done without the "T"), and roads are inadequate, it seems like UTA would be advertising to increase ridership - not cut services. There are groups of people in Tooele who rely on this transportation. Cutting services will be detrimental.

Hello - I am a regular user of Bus 209, Trax, and Frontrunner. I ride Bus 209 to work. I also use the Trax blue line to downtown and the green line to the airport. And occasionally I'll ride Frontrunner just for fun. When my sister comes to visit from Logan, she drives her car to Ogden. She parks her car at the station, and then rides Frontrunner to SLC. She loves the relaxing ride on the train (as opposed to the stress of driving I-15!) And sometimes I'll take my grandkids on Frontrunner just for fun. I have used a pre-paid farepay card, which is very convenient for me. Recently, I was happy when I realized that, now that I'm 65, I am eligible for the senior fare. But it does not seem to me that there is a prepaid farepay card that charges the senior rate. It would be great if, in your long-term plan, you can include some type of prepaid farepay card for seniors.

I also travel by air several times a year. I love being able to park my car for multiple days and ride the green line to the airport. Currently, I park my car at the Ballpark station. It would be really nice if there were a few more multi-day lots.

Overall, I'm happy with the service UTA provides. I find your drivers and pretty much all employees I've come into contact with to be courteous, professional and very helpful. Thank you for the service.

Tooele County needs more UTA bus routes, not less. I have family and friends who don't drive. They frequently use public transportation. They already have a hard time getting around Tooele.

Public transportation also reduces air emissions. Please consider adding additional public transportation instead of removing it.

Thank you.

I am horrified that you are proposing discontinuing bus routes 519 and 520! I depend on those buses to get to work and back every day, and to do my errands! I have health problems and cannot walk long distances to get the bus. As usual, you are cutting vitally needed services to the west side, where bus service is most needed, and UTA On Demand would NOT make up for discontinuing the 519 and 520 bus routes! You are going to leave me stranded with no bus service!

I am NOT happy about the discontinuation of Route 6. I live on 1st Avenue and I don't have a car. That bus route is a LIFESAVER to get me to LDS hospital for Dr appts and to Smiths for grocery shopping. The new route you are substituting with 209 is NOT going to make up for this! Also, when I have been downtown and need to go home, Route 6 drops me right off in front of my apartment. I have a heart and lung condition and can NOT walk up hills. I rely on Route 6 A LOT!!!! PLEASE do not take it away! There are many older residents where I live who also rely on that bus route! Did you not take that into account? Not everyone has a car! Many of us rely on that route!

I take route 3 twice a day monday-friday. I would prefer that this route not be cancelled, but I can also take route 2 if cancelling route 3 is the best option.

I appreciate your services and will be happy with whatever you decide is best.

Thanks!

If route 6 is going to be discontinued, than I would recommend that the "new" route 223 have more frequency than 60 min. The reason why I often chose to take route 6 over route 3 to commute to and from the University of Utah campus from the Avenues was because route 6 had a 30 min frequency, and therefore made it much easier to incorporate transit into my daily work/school schedule. It seems there was an effort to compensate the loss of route 6 with "new" route 209 and "new" route 1 running at 15 minute frequencies, but getting to and from the University would require time-consuming and often unreliable bus to bus transfers. Honestly, seeing these new proposed frequencies and changes to routes serving the Avenues make driving my personal vehicle to and from the University more attractive and more convenient. Please increase route 223's frequency if route 6 is going to be discontinued!

I do not like the idea of getting rid of the 6 bus. My partner and I take the 6 bus from the avenues to the U of U every week and during the morning and evening commute it is always 50-90% full and many of those riders (I would estimate at least half) are also commuting between the avenues and U. We used to take the 11 but the new F11 is a bit too infrequent and wouldn't be able to support all of the normal 6 riders anyway (assuming it will still be one of the smaller flex buses). I would like to see the 6 bus retained, the F11 turned back into the more-frequent 11, or the new proposed 209 route to circle past the university then back to 9th east. Otherwise a fairly substantial number of riders will need to change to the 1 bus every morning and evening.

Wow. I've just found a way to visit my 99 year old father in a nursing home in Bountiful, by transferring directly from the 209 bus to the 470; very simple route for me. Now you're wanting to change the 209 to go to the Avenues instead of North Temple, which will make it orders of magnitude for my 71-year-old self to get out to visit my dad. Thanks for nothing. Seems that every time UTA makes a route change it screws up my ability to go where I have to go. And BTW, with the price of gasoline going up all the time, why not give the poor commuters a break and LOWER your fares for a change? Or maybe even drop fares entirely, to help with the environment? (Yeah, I know . . . it's not "politically feasible" . . . so tell our representatives to get with it!!!)

Please do not change the route 6. I go from the University to the Smith's in the avenues to shop several times per week. I'll have to walk home carrying all my heavy groceries if you make these changes. Please do not cut access between the University and my neighborhood store.

Most of you proposed changes are garbage. 209? Why does it need to go into the avenues?

What's the point of route F-11? Why don't you get rid of that?

And how come you have 4 routes ending at the Union Building? I can't get to Foothill without going up to the Union Building??? That's a major pain in the butt. In the past these routes went down 200 south and were very accessible. The solution for less crowded routes is not cutting and mixing routes and make people walk all over creation. It's using smaller more fuel efficient buses. Like the type of bus you use for route F-11.

The emergency COVID reductions of service were always meant to be temporary. Moving forward, the goal should be to restore ridership to pre-pandemic numbers. Keeping weekend TRAX and S-Line frequency at just once every half-hour, not to mention the even more abysmal Saturday frequency for FrontRunner and numerous bus lines, will only ensure that more Utahns stay in their cars all weekend, if not all week long. Why, then, are we not restoring weekend rail services to pre-pandemic frequency?

I like that routes are extending so that the avenues are better connected to other, more extended routes. What is unfortunate is that it has come at the expense of the western avenues where most of the dense housing will be. It's also where I live. I find that my neighborhood is changing. Lots of younger residents, who may be more open to ditching cars and relying on bus services if it is convenient for them. It is also an area that is always cramped for parking. Shouldn't we find ways to encourage routes where parking is more difficult? That's what motivated me to sell my car 7 years ago, but since then, the routes I came to rely on have been adjusted so they aren't as frequent.

Changes to Route 3 will likely have specific and detrimental effects on service to Veterans attempting to reach the VA by bus and train. Route 3 is currently a very busy and direct route from North Temple Station to Research Park by way of the lower University Campus and South Campus Drive, serving a high population of student commuters to the University and Veterans and disabled individuals to the VA, as well as scientists and employees to Research Park. Combining it with the longer Route 223 will likely reduce the timeliness of service, which is very important to all 3 populations attempting to access this area by means of Frontrunner into SLC. The current reduction in service to hourly buses during the pandemic is falsely suppressing the use of this route as a timely means of travel, and data gathered during this time does not reflect the popularity of the route as it currently exists. Extending the route in combination with 223 fails to reflect the actual uses of these routes as access routes to the commuter populations they serve. Longer routes routinely have less timely service; poor service often results to rider reduction as trust erodes between the riders and the services they are spending their valuable time attempting to use to avoid commuting by car. For the population of Veterans at the VA, commuting by car is likely beyond their current health capacity. Please consider these logistics before making mass route alterations, especially during a time when pandemic influenced data does not accurately reflect the usage of routes.

Please please please for the love of god make routes every 15 minutes on weekends. The 30+ minute wait on weekends really messed everything, especially considering not every route is on the same schedule on weekends. It makes my normally 40 minute travel into two plus hours because of the wait times and it is agonizing. It feels like the transit system (which is normally really great during the week in the day time) is really letting me down.

I would also LOVE if the 17 bus ran on weekends. If the 21 and 220 or 213 buses ran every 15 min on weekends. The state street buses are really great for moving north or south on weekends, but it's incredibly difficult moving East or west on weekends because of which buses run and how often they do. So I am BEGGING you to add a route or two and make all buses every 15 minutes on weekends. The people of SLC are suffering and you can make it better

I work up by Foothill Drive (Wakara Way) I was wondering if there was a could make the 4 route a more frequent route after 5:30pm? Thank you

I appreciate the chance to provide feedback on the proposed service changes for August. I commute using UTA approximately four days a week. First, I take Frontrunner all the way from Layton Station at 6:32 in the morning to North Temple Station, then I take the 3 bus to 540 Arapeen Drive in Research Park. I take the reverse trip in the afternoon, arriving back in Layton just after 3:30 pm.

I understand that the 3 will be discontinued, and replaced by the 223, if I understand correctly. I checked the maps, and as far as I can tell, the 223 will allow me to continue my commute. Is that indeed the case?

Hello, thank you for always working to update the UTA system. I see the Route 3 bus is proposed to end, I rely on that route to take me from North Temple station up to the U of U Marriott Library stop each morning to get to my college classes and back down in the afternoons. It would be extremely appreciated if that route stayed in existence.

The bus routes shouldnt be removed from tooele county. People rely on these routes to get to and from places such as school and salt lake city. Removi g bus routes will further isolate tooele and hinder persons with disabilites or low income

With increased population, Tooele needs increased UTA coverage. I know you will hear from our Special Needs 18-21 year old program. They need access to the community. I will strongly add my voice to that cause, but I am also concerned as a school administrator how this will affect the ability of many of our alternative students (home-schooled, online school, adult education, tech students) and some adult students. Thier numbers have grown since the pandemic, and they don't all have access to some of the programs offered in some of the technical and more hands-on fields of study. Please increase the coverage of UTA transportation to make it possible for everyone to have that access.

I don't think route 6 that goes through the avenues and stop at University Hospital should be discontinued. I think it will greatly affect students who study at the U and live at the avenues. Right now the bus is always quite filled in the morning when going through the avenues so I cant see why it should be discountued. F11 may work but its frequencies aren't as often as the current route 6.

How about putting a route above Harrison blvd on Fillmore ave.(again) so don't have to go 3/4 mile or so to a bus stop, this is a bunch of you give all the service to salt shit city you don't give a rats butt about Ogden Riverdale areas at all

I am a student at the U of Utah, I live on 3rd Ave, the elimination of route 3 and 6 would harm my mobility to go to university.

The proposed Route 1 is exciting! It should be a massive improvement for the city, even though I expect that the concomitant changes to 209 will make my trips to downtown slower.

The biggest disappointment here is that the 220's cuts will be made permanent. I used to ride it to go south of SLC a couple times per month pre-pandemic, but with 30 minute intervals it never seems worth it anymore. And PLEASE consider making Sunday service levels better. It's impossible to get anywhere with UTA on Sundays. Pretty much every Sunday, I have somewhere to go, and I always look at the transit schedule & have to settle for another option. Often walking several miles is more convenient than taking the bus (at least for me as someone who's relatively fit). It's a huge problem.

The emergency COVID reductions of service were always meant to be temporary. Moving forward, the goal should be to restore ridership to pre-pandemic numbers. Keeping weekend TRAX and S-Line frequency at half-hour intervals, not to mention the even more abysmal Saturday frequency for FrontRunner, will only ensure that more Utahns stay in their cars all weekend, if not all week long. Why, then, are we not restoring weekend rail services to pre-pandemic frequency?

If SLC wants to continue to grow and take care of the valley we call home, we need to EXPAND public transportation options and reduce our reliance on cars!

Would love to see Route 1 have additional bus stops on roughly 900 W and 300 N . I would also love to see Route 205 have additional bus stops along 600 N. Thank you.

I am an employee at the Division of Services for the Blind and am unhappy with the proposed changes to route 217. This will affect blind employees and consumers ability to get to and from our building to the Trax. This will limit access for many blind individuals who rely on this bus route! Please do not change!

Taking away the 217 rout would be a disservice to people with disabilities. The on demand service would not be possible for those in wheelchairs, removing the bus route for those who are blind would make it tougher for students to learn to take the bus, and connect with tracks.

Sincerely,

A Blind mom and a blind traveler

Changes to Routes in Avenues look great. Bus 1 is much improved from Bus 3 in that it runs every 15 minutes rather than once an hour weekdays and Saturday. Plus it runs on Sundays. Bus 1 and Bus F11 will provide easy access to UU Hospital. Extending Bus 223 onto 3rd Ave is a logical replacement for Bus 3. Bus 209 will provide late night service and weekend service. Thanks!

I'm okay with the changes to route 223.

Route 209.

I have been riding UTA for many years, about 16. I love your services. Thank you.

Since you're asking for comments, it already takes me approximately 40 minutes to get into work (which I feel is too long, the bus drives very slowly and often stops and pauses). I would not like to go up into the avenues adding 10 or 15 more minutes.

I used to take the 307 or the 320 and they only took about 20 minutes. That was an ideal route, only stopping at major intersections.

Making my commute longer is a step in the wrong direction. It's true I don't need to commute as often but I would prefer being able to come in with a commute of 30 minutes max.

I have coworkers that live in Provo and their commute is about the same as mine. Living close to the city, I thought it would be convenient for getting to work, etc. Yet it seems you're more interested in giving a fast commute to people who live further away. Why? I think you should be able to speed things up with less stops, etc.

Again, thank you. I really appreciate your services. I hope there is a better way than what you have proposed. But in the end I may have to try other routes like the 205 or a 45 to Trax and in. You may lose me as a 209 rider.

The best way to increase public transit ridership is with more frequent service. I deeply believe that there should be no cutbacks of service.

I love the bus, 3, placed at north temple/ 400. As it goes directly up to the university of Utah and I can take it after getting out of my high school!

Please don't discontinue route 6. This is the closest route to my apartment complex and is very convenient and reliable to travel with. The proposal of using routes 1 or 209 instead, after looking at the proposed map, is a farther walk and would be unfavorable for use in the wintertime as I would need to walk farther. The new routes would completely bypass an entire section of the neighborhood that has been regularly serviced by route 6. Also, route 6 runs right from my apartment complex towards Smith's and is a great option for grocery trips.

Route 6 has a stop next to the Smiths in the avenues. Many people use bus 6 to get to and from a store to pick up groceries. I don't see a suitable replacement for people living in the greater avenues to access the Smiths.

On route 640 heading to WSU, the route ends too early. My son is a student at Nuames High School, which is located about a half mile up the hill from where the 640 ends. Nuames purchases passes from UTA for all its students. WSU has a similar pass program for students, and I'm sure this applies to a lot of them, too. My comment is that, a lot of Nuames students use the bus to get to school. Because the bus ends at the west end of Edvalson Street, they'll have to hike uphill for several minutes to get to the Nuames campus on the way to school. It would be much better for the riders if the bus could EOL heading westbound after serving the stops on the hill. Then, instead of the hike being uphill before school starts, the walk to the bus would be downhill after school ends.

I realize that the cutout for the bus is on the south side of the street, heading east, and that there isn't one on the north side of the street, heading west. Perhaps UTA or Weber State would be willing to create a cutout for the bus. Alternately, and less expensively, there is currently a bus stop with a shelter north of the Lind Lecture Hall/new Technical Education building. There's even a crosswalk adjacent. The road is plenty wide at that point to have a bus EOL with room for other traffic to maneuver around parked buses. I think that would be a better solution for riders.

Just had a good look at the August 2022 Proposed Changes map, and I am glad to see the hopeful changes to the UTA on Demand service. I do have one question though; with the South Davis and Salt Lake City West Side maps so close to touching, would it be possible to start in one area and get dropped off in the other?

Leave The 217 alone.

The emergency COVID reductions of service were always meant to be temporary. Moving forward, the goal should be to restore ridership to pre-pandemic numbers. Keeping weekend TRAX and S-Line frequency at half-hour intervals, not to mention the even more abysmal Saturday frequency for FrontRunner, will only ensure that more Utahns stay in their cars all weekend, if not all week long. Why, then, are we not restoring weekend rail services to pre-pandemic frequency?

Route 209 (Toward SL Central) - needs more stops in the Aves. From "900E/100S" to "9th Ave/E" St there are no stops. From "9th Ave/E St" to "South Temple/400E/C St" there are no stops. If this is going to replace Route 6, there should be more stops.

Route 209 (Toward Fashion PL) - needs more stops in the Aves. From "South Temple/400E/C St" to "E St/7th Ave" there are no stops. From "9th Ave/E St" to "M St/5 Ave" there are no stops. If this is going to replace Route 6, there should be more stops.

Route 223 - should be every 30mins at least part of the day. During 6a-9am and 3p-7pm, there are students traveling, as well as, working professionals to and from the U campus and surrounding area. The bus is usually very crowded during this time period, standing room only at times.

Please do not discontinue the 6 bus. The 209 (extended) is not a valid replacement for the majority of 6 bus riders: students and employees at the University.

Tooele needs MORE buses, not less. I would use UTA to travel from Salt Lake County to Tooele if I could take a bus & stay longer than two hours before I have to catch one of the last buses back. I don't travel to Tooele on the weekends, because no busses go there on the weekends!

Are the white dots on the route the only stopping points? if they are there are stretches of route 205 and route 1 that need to have addition stops added. I do like the idea of the new route 1 covering from U of U to Redwood. I do feel disappointed that neither 205 nor 1 will go to Salt Lake Central but as long as on demand works out well I think it will be ok. I would like to see the front runner running every 30 min earlier in the afternoon again.

Route 209 - that is extra 20 - 30 minutes longer, going uphill and downhill constantly. Worse when there's snow or heavy rain. And convoluted routing.

Whoever suggested this longer route with longer time getting into downtown must be from the HELL. This meant I have to TRANSFER THREE TIMES getting to downtown to stay within my time limits.

good grief to this one! "Route 205 - REDUCED - Reduced frequency, 30 minute weekday/Saturday service, 60 minutes Sunday" This has been 30 minutes for at least a year BEFORE Covid. So nothing really changed!

We need more service, not less in North Ogden. It is hard to get anywhere for us living on 3100 or further north now that UTA has stopped service with each trip. Not only do I depend on UTA to get to and from work Mon-Fri, but anywhere I go on weekends or days off for dental and doctor appointments. It makes it extremely hard to find a time when scheduling appointments and usually involves waiting at least 20 minutes either downtown or at the ATC for the next Northbound bus. It impacts my day because I waste at least 40 minutes a day waiting on a bus and still have travel time going to and from places. Weber County paid for UTA to expand services in the area and all I see is service being cut and all the funds going to SLC and the godola/WSU downtown area - which already has multiple routes and services, while we have next to nothing in North Ogden. I buy a monthly pass and deserve better service, along with everyone north of the ATC.

I have a son that rides the bus to salt lake for work he leaves on the bus at 7:20am and has to get on several buses and trax just to get to work by 9:30am. And the last bus coming to Tooele from North Temple leaves around 6pm if he misses that bus he's either stuck in salt lake or has to find a way home. We need more times and more bus routes to the salt lake valley not less. We need to have more buses and routes that go to west valley etc not just North Temple and later times. Most businesses close at 5pm but if your getting on several buses to make it to the 451 to get to Tooele you won't make it and you'll be stuck because there are no other buses past 6pm. We need more ways to get to the salt lake valley especially with the high gas prices and the increasing population.

We could really use some East/West transit service on the weekends and holidays out around Jordan Landing in West Jordan. A lot of us work for the businesses in Jordan Landing on weekends and holidays and it has been challenging to get to work this winter. We could really use the Flex service that runs the entire length of Jordan Landing. Also, some of the new bus stops are not very accessible. I do want to say THANK YOU for Free Fare February!!!! That was AWESOME!!!

I would like to respectfully ask that you NOT discontinue the bus service (#3 and #6) to the Avenues of Salt Lake City. Among other reason, there are newly arrived Afghani refugees that have no vehicles. I have assisted them with learning the bus system, which if discontinued, will have them stranded without a way to get to school and work. I understand there are budget crunches, but we must continue to provide public transportation for our Avenues residents, even if that means operating a smaller size bus. Please feel free to contact me with any questions or comments

Please do not change the 209 bus route. I am one of many people who need to get to work on North Temple. Thank you!

I'm very concerned that you're considering making the service reductions on TRAX permanent. 30 minute service makes it very difficult to use on weekends.

I like the new proposed 209 bus route with service to the Avenues. I like that the service will be every 30 minutes. I'd love to see it every 15 minutes at peak times in the morning and evening on weekdays.

please do not reduce services on the Avenues lines

Please do not discontinue route 6. This route services many students and employees who have to get to the University of Utah campus, University Hospital, and Huntsman Cancer Institute. I am a daily user of this route and, having seen the bus be close to full in the mornings and afternoons, am shocked to hear that there is talk of discontinuing this very needed route. If this route is discontinued, many users will move to personal transportation options, which defeats SLC's push for more usage of public transportation! Please please do not discontinue this very needed service!

I live at 966 3rd Ave and work at the Williams Building on Chipeta and Wakara. How much longer will it take me to get to work on the 223 than it used to on the 3? Your proposed schedule says the 223 will run until 9:00 PM, that's a big improvement. Do you have a schedule I could look at. Thanks.

PLEASE do not take away the number 6 and the number 3 buses. This will paralyze the Avenues for ability to get downtown or to the University of Utah. So many students live in Avenues and rely on these buses to get to campus. So many patients take the buses to/from LDSH and U of U Hospital! This is a terrible idea!

I very much welcome the extension of route 209 up into the Avenues. We've long enjoyed good bus service to downtown and to the U, but we have lacked good service to points straight south of us. We have previously walked down to catch the 209 on South Temple. Now, to have it run straight down our street (9th Ave), feels like a gift. I expect we will be frequent riders between our neighborhood and 9th and 9th. (Not sure I'm excited about buses going by my house every 15 minutes starting at 6 AM, but we are supportive.)

I am ambivalent about the other changes affecting the Avenues. The F11 is still there, the 223 is as good as the 3, and the 1 is not that far away for getting to the U on a Sunday.

I bet you will hear a lot of negative feedback from other Avenues residents. I don't understand it. If one takes the time to review the route changes, it's clear that we have not lost anything. And in fact we gain something with the 209. Well done.

I rescind my previous comments on the changes to the Avenues bus service. I wasn't aware that the changes will still include bus service in the Avenues but also making it 7 days a week, which was problematic with the old schedule. Thank you for the time and effort that went into planning and making these changes.

The proposed route changes to the 6, in replacing with the 1, F11, or 209 leaves the vast majority of the Avenues without service, specifically to the U of U campus/hospital. This makes commuting much more difficult for both employees and students. The slogan has been "better transit ahead" for these changes, but this would make the access and transit worse overall. Either the Route 6 line should be kept the same or the alternatives changed so that there is better service to the middle parts of the Avenues and to the U of U.

Route 209 - that is EXTRA 15-25 minutes, I use 209 to get to downtown from 900 x 900. With this change, it meant for me - 2 transfers just to avoid going into the Avenues. And that require special type of bus to go from flat to hills and back down to flat. Carbon impact failure, as well.

Trax - Saturday - rotten as it is now. That is why I go on bus to and back because the wait time between transfer is ABSURD. 25-30 minutes ?!

Red Line from University to Daybreak, it requires 25-30 minutes WAIT for Green or Blue Lines just to get to go to Downtown. As it is Blue and Green inbound are about 5 minutes apart.

"INCREASED FREQUENCY & SPAN" I DO NOT UNDERSTAND THIS!

lastly, where is the link to April 2022 Change?

The proposed services restrict access to University of Utah Hospital from the Avenues. Please continue route 6 and 3 or consider extending the proposed route 223 to the University of Utah Hospital entrance. I use this (6) route daily to get back and forth to work in an effort to reduce greenhouse gas emissions and improve air quality in Salt Lake. Route 6 is consistently full during the morning and evening (7:30am and 5:30pm) with riders going back and forth to the Hospital and would likely be used more with increased frequency every 15 minutes instead of every 30 (I have coworkers who do not use the service because the bus does not come frequent enough).

Eliminating route 3 also greatly restricts access from the avenues towards the south end of University of Utah campus which is important for U students.

I don't know if I'm a big fan of your plan for Avenues buses. I live on 8th & G. I appreciate that the 209 bus will run more often than the current 6 bus. However I use the bus to go to the University of Utah. I'm often there until 9 PM when my classes get out. Under this proposal I will need to take one bus (it looks like the 1 or 2 bus lines?) and then transfer to the new 209 route. The problem is it shows that you will be running both those routes every 30 min. This means I could be waiting - for example - 25 minutes just to transfer between buses. That's pretty crazy. Because right now it takes me 7 minutes to drive from my place to campus. So with that being considered it could take me 40 minutes to get from campus to my place at 8th & G under this proposed system. 40 minutes to get from campus to the Avenues... Or I can walk 20 minutes up the hill from S. Temple, which sounds really terrible in the winter when it's dumping snow. If this proposal goes forward I will plan on getting a parking pass I guess. Please don't cut off your U of U students from the Avenues at night

I'm fine with the changes to route 47 but it still needs to run every 15 minutes. And 201 needs to run every 30 minutes all day long not just in the morning or afternoon. Need to run it at every 30 minutes between 11am and 3pm.

I like the changes made to the 209. It makes more sense to me to have buses that run north/south up and down the Avenues instead of across. It cuts down on the amount of walking up the hill you have to do to get to a stop. The new number 1 bus is also great! I always like the addition of busses that serve both the east and west side. It would cut down on my need to transfer buses which saves time and makes planning easier. For me personally the new plans work perfectly and improve my commutes.

I don't like the changes for the avenues I have to transfer to the route 1 or 2 to get up to the U... Which is fine in theory, but the fact that route 209 only runs every 30 mins, and every 60 mins at night seriously sucks.

UTA should strongly consider maintaining the previous 20 minute headways for weekend TRAX service, or even enhancing to 15 minutes. Weekend travels tend to be far less planned than midweek commuting, and so with a reduced schedule, it will make taking transit spontaneously less appealing than other modes of transportation given the potential for a 29 minute wait for a given train, as opposed to a 14 minute wait (current midweek) or 19 minute wait (previous weekend). This is also relevant for those taking TRAX to and from the airport, where uncertainty with flight schedules and baggage claim means that planning around a schedule is not reliable. I know that the possibility of a 29 minute wait to begin my trip home after returning from a flight makes riding UTA less appealing for me vs. driving and parking at the airport and/or rideshare.

When will schedules become available?

I am a rider of the 6 currently maybe once every 1-2 weeks, and will be sad to see it go. That route was very convenient for me. It looks like I will have to instead use the f11 or 223, which wouldn't be so bad but I am disappointed to see them only running once an hour or so. It's pretty hard to ride the bus when it is so sporadic since you have to plan your whole day around it. Every half hour is better and I am surprised to see the avenues- u of u connection does not get a 30 or 15min bus as my impression is there are a lot of riders.

I am excited to have more connection to with the city with the 209 especially with late service. Late service would be more useful on the weekend though

Re: route 217.

Your proposal to cut short route 217 would leave my entire neighborhood without service. I don't understand why you would do that. A lot of my neighbors depend on this route to go to school and/or work. Please don't change this route. I believe the current route and schedule works well right now.

Please don't change the 217

Avenues are now cut off from the university of Utah, unless residents walk half a mile+ to reach route 1. I think the removal of both the 3 and the 6 will inhibit the ability of students who live in the avenues, especially the upper avenues, to commute to the university.

Please keep 213 on the current route. There are more destinations along the current route that are more beneficial to me as a traveller.

The discontinuation of route 3 is terrible! To get from the Avenues to the law school/lower U of U campus will be completely ruined. The new route 223 will not get people who currently rely on route 3 where they need to go, and while route 4 does still go to that lower part of U of U campus, there is no reasonable way for those in the Avenues to get on route 4. Also, route 6 should not be discontinued because it is great as is to get people to the University Hospital/health sciences part of campus.

I take the 6 bus (sometimes the F11) from my house in the Avenues to work at the University of Utah hospital, like many University staff, students, faculty, and medical professionals who live in this area. Now that COVID numbers are decreasing, the amount of people on the bus has increased dramatically. I'm concerned that I will no longer be able to take the bus to work if/when the 6 is discontinued because the one small F11 bus an hour is likely to be full. Please consider using a larger bus for the F11 route and/or offering it more often. Thank you for providing such great transit options to the community; I really appreciate being able to use public transit so much. And thank you for this opportunity to provide feedback.

With the discontinuation of the 6 and 3 lines, the only direct bus service to the U campus will be via the F11 or the new 223. Both of these lines will run very infrequently, about every 60 minutes. An alternative will be a connection between the 209 and 1. How do you expect students, faculty and staff at the U who rely on public transportations to get to campus in a timely manner in the mornings and afternoons to do it by getting rid of those two lines? Please consider keeping a line through the Avenues that services campus and runs frequently in the morning and late afternoon. Otherwise more people will be forced to drive and pay to park on campus or crowd the lower Avenues and Federal Heights for free street parking. Thank you.

I regularly take the 6 and the F11. The 6 passes through the middle of the Avenues and I think it would be a mistake to discontinue it. I am also concerned that if the 6 is eliminated, then the F11 will become overcrowded, particularly if it remains a small bus on which seatbelts are required.

I love the fact that for Utah county the UVX will be increasing its frequency and the 862 will be increasing its span. Increasing frequency on the 862 would also be nice.

There are lots of cool places to work in pleasant Grove but because I live by the front runner my commute would be shorter working in draper or Lehi. Pleasant Grove does have too much sprawl but if there was a way to connect to those businesses faster that would be great!

Please increase the 205 service back to every 15 minutes!!!!

Frontrunner services on SUNDAYS!! Pleeeeeeease!

I ride routes 209, 3, & 6, regularly (5 times a week) and I live at 3rd Ave and K street. I know that the busses in the Aves aren't the most highly utilized, but for those who do use them, we rely on them.

Regarding the 209 changes: These could be useful but there are no actual stops planned in the Aves. Current bus routes stop every quarter mile through the Aves and the 209 changes, which are being promoted as a replacement for Routes 3 & 6, are being planned to have 2 stops in the actual neighborhood, by the Hospital. No stops at the Smiths, and if I want to catch this bus, I can expect to walk a quarter mile out of the Aves to 9th east and 100 S. It will enter the Aves at L street and South Temple, Travel 3 2/3 miles through the Aves, have only two stops in the Aves at the hospital and exit the Aves at E St. and South Temple.. As a regular rider of the 6, I very rarely see people board or exit the bus by the hospital at 5:30-5:45pm at the hospital. What is needed are stops in the avenues so the actual residents of the Aves can patronize the Bus.

209 Solutions: At every stop sign that the route crosses in the Aves, there should be a Stop incorporated, unless the Bus is making a left turn at the intersection.. The Bus has to stop at the stop sign anyway, so if someone is there, the Bus should be able to take on or drop off a passenger with little disruption to traffic or run time.

The better solution is to keep the #3 active with all current stops. M-F at 30 minute intervals between 6 am and 7 pm.

I recommend extending the 30 minute frequency of FrontRunner outside of peak commute times. Ridership has increased post-COVID and may increase further due to inflation/higher gas prices. I understand there may be reduced train capacity (removing the Comet cars) in the future. Even adding one additional train before and after the morning and evening commute times would reduce crowding and provide more flexibility for riders.

One of the proposed changes for August 2022 is to make the temporary reduction in weekend rail service permanent. I urge you to reconsider this proposed change and increase the frequency of Trax and Frontrunner on the weekends.

I live near the Ballpark Trax Station and one of the main appeals of the location was access to Trax. During the height of the COVID-19 pandemic, I greatly reduced my use of public transit. With vaccines widely available and case counts low, I have started using transit more regularly. Earlier today (Saturday), I took the Trax downtown to run some errands and ended up waiting 25 minutes for the return train. Admittedly, my timing was unlucky and I could have planned my trip a bit more carefully. But having to carefully plan out a quick grocery run on a route serviced by two Trax lines (Green and Blue) would be a barrier to choosing transit over driving for many people.

With covid restrictions being lifted, I'm excited to use transit for commuting, errands, and leisure and hope that you will consider making it easier for me and others by increasing weekend Trax frequency.

I am not in favor of permanent reduced services on the weekends for the trax lines. Also, it's so poorly coordinated that there's a 30 minute wait courthouse on the weekend between red and green. When can you have red straight from the U to airport?

Hi, please keep route 6 running on 1st Ave. It's the only way to get to Smith's from my apt. Thanks

I must say that I am stunned and incredibly disappointed that you are discontinuing lines 3 and 6. I know I don't have the same big picture that UTA has but I ride lines 3 & 6 from the Avenues both east and west on a regular basis (up to the University of Utah and both Trax stations and numerous places in between). The number 6 is almost always packed in the morning hours up to the University and quite full at other times of the day. The same is true for the 3 line however it is certainly less useful because it only runs hourly. I think you are making a huge mistake in discontinuing these lines. I have reviewed the substitutes and I must say the substitute lines are poor at best! If you insist on making these changes you must give greater consideration to the frequency of Line 3 because it will not be able to carry the demand that will be placed thereon. Moreover, UTA transportation is essential to air quality on the Wasatch front. This is a big step in the wrong direction toward improved air quality. Please rethink this! I would welcome a call from someone in operations. Thank you.

Our family members are big fans/users of UTA and appreciate the work you do. One of the reasons we moved to the Avenues four years ago was because of good public transit, namely routes 3, 6, and 11. Since 2018, however, UTA has gradually diminished routes and options, especially for getting to North Temple station and the U. Every year the feasible options decrease for Avenues residents, and the wait times and transfers increase. The latest changes continue to gut the Avenues of viable options to make public transit a reliable method for daily living. UTA's changes are repelling ridership and encouraging people to drive their own cars, having the opposite effect of what public transit in an up-and-coming major city should be aiming for. Please reconsider these recent changes. Restore an effective route 6, and make it easy to get to North Temple station. UTA should be enhancing and adding options in the city and surrounding neighborhoods, not taking away.

Dropping the Number 6 route would be a big mistake.

Do you know how many University of Utah students ride the bus from the Avenues to campus?

A couple of weeks ago my partner and I took the Number 6 bus from our home in the Avenues to a medical appointment at the University Hospital. The bus was standing-room only, packed with U. of U. students and other people headed to campus or the Medical Center.

I know that University students pay for bus passes as part of their student fees, and that many students who live in the middle and upper Avenues depend on the Number 6 bus to give them a direct link to campus, especially after regular service on the Number 11 route was eliminated. I also understand that the University tries to discourage people from driving private vehicles to campus.

As I understand it, if you go ahead with your plans there will be no direct link from the middle and upper Avenues (above 3rd Avenue) to campus, University Hospital, Primary Children's, Huntsman, Moran, etc.

I have been a regular rider on UTA buses for many years and appreciate the service they offer. However, I think twice about using the bus if it means having to transfer from one route to another, which may involve a wait of up to 30 minutes. Have you calculated how many Avenues residents will revert to driving to their cars rather than going through the time-consuming aggravation of transferring from the proposed extended 209 route to another route on South Temple or 200 South?

Please reconsider this idea. Getting rid of the Number 6 route would be a big mistake

This is a comment on August Change Day 2022. Today is March 28. The deadline for comments is supposed to be April 1. However, when I tried to submit a comment using the appropriate form, I got a message saying "This topic is no longer available." Huh? What gives?

Please reservice the Pleasant View Frontrunner Station. I regularly ride the frontrunner into SL County and live within 2 miles of the Pleasant View Station. What can be done to accelerate reservicing this station?

As a student staying near South Temple and traveling to University of Utah everyday, I request you to not stop the bus route 6 as it is the most convenient way to go to university and avenues. I am talking on behalf of both the students and faculty who stay in and around bus 6 route. Hope you would consider this request.

I would like to see TRAX frequency on Saturdays increased back to 20 or even 15 minute, rather than the frequency cut being made permanent. Using TRAX on weekends is honestly kind of a pain, especially if I have to make a transfer. I think the rail backbone, of all things, deserves consistently good frequency.

If the changes are going to be for the next 5 years, the service will not be appropriate for the growth of the city and the adjacent cities. We need more public transportation in Sandy, Cottonwood Heights, and South Jordan, as well as Millcreek. South Jordan is growing exponentially and there is just not enough transportation.

Route 209: This route serves a purpose of providing access for residents in its neighborhoods to access downtown. Because there are already bus routes that access downtown from the Avenues, this route will be disadvantaged to ask riders to transfer if they would like to access downtown from the residential areas of 900 E, additionally without service directly through downtown this route will lose much of its usefulness.

Routes 213 and 220: The current 213 route has remained a beneficial tool for residents in the lower neighborhoods near 1100 East. This route to the University of Utah is essential for students, as well as employees of the university. By moving the 213 up the hill to 1300 E, it decreases accessibility and makes riders less likely to use the bus to get to and from work or school at the University of Utah. The proposed change with the 213 and 220 does not provide increased accessibility for riders and causes a barrier for those who rely on public transportation to get to the University of Utah.

Route 17: The proposed change to permanently reduce the frequency of route 17 to every hour makes the route virtually unusable for riders and this change during COVID has challenged those who rely on the route for work and school to find alternative methods of transportation.

Route F453: Please DO NOT discontinue the Lake Point bus stop; ie. Saddleback loop Route 209: Since weekend service on Trax is going to be reduced, PLEASE extend weekend NIGHT TIME service on Route 209 to DOWNTOWN! End service shortly after 10 pm. This will make it possible for night time service to the AMTRAK station @ Central Station, where their trains run daily from Chicago to the Bay Area, but do not arrive in SLC until after 10 pm. THANKS!

Please reconsider the discontinuation of the fast bus routes to the University of Utah! For the last two years, our only options to use public transportation have been very limited and require the use of a car to get to either a park-and-ride or a TRAX station, essentially defeating the purpose of taking public transportation at all. If I have to drive 15 minutes to get to a station, I might as well just drive the rest of the way to work.

While many of us do have some options to work remotely, they are not uniformly implemented across the University; most of us do have to come to campus during the workweek at some point.

Moreover, many ARUP and Research Park employees used that service and do not have the option to work from home. They have no public transportation options, unless they wish to drive to a stop, take an hour getting to campus on TRAX or the 220 and then wait 10 minutes for a shuttle from the stadium lot -- that will put their total commute at about 90 minutes.

This is a very poor idea, especially as COVID accommodations have been eased and people are required to be onsite much more frequently. Why is the University of Utah paying so much money for UTA passes that still require large portions of the community to have access to a car?

By reducing service in Tooele county, you are limiting my ability to take classes while living in the county. The benefit of a fixed bus service is a predictable and reliable system with a set time frame. With the change to an "on demand" service, there is no guarantee that I will be able to make it to my classes since I can be picked up anywhere from 10-30 minutes after I place my request. I've been finding myself using UTA less and less as services and reliability have been reduced since 2019. While the data supports your decision (because of dwindling ridership), I wager that the changes you have been making to Tooele County's routes have been causing the lowered ridership.

When using public transit I want to have a reliable and easy experience. These changes do the opposite of my goal. UTA's changes are leading me to distrust public transit and encouraging me to find employment out of the state where public transit is a reliable option for commuting.

The 217 is useful because it goes through residential areas. Replacing it with something that only goes down Redwood Road is completely pointless. I know you have to frame change as better, but this is not.

I take the 217 bus early every morning. It gets kids going to West High, immigrant workers without licenses, and daily commuters like me who prefer not to use a car when I don't have to. People like me will be okay, but the kids and immigrants will have to walk several more blocks in the dark and alone to get to the new stops, or try to find a more expensive alternative they may not have available to them. I hate the proposed changes.

Please do not move any route 205 bus stops along 500 East between 900 and 1300 South, especially on the eastern side of the road where there is only one stop along the entire length of Liberty Park.

Expanded Sunday service, including buses and frontrunner

I have a physical disability that requires the use of a motorized wheelchair that lives in the southeast section of Sandy. Before the Pandemic it was serviced with a flex route bus. Now it is not. The only alternative is the UTA on Demand Service which a lot of times doesn't have any accessible vehicles available when I need to go somewhere. I would like it if UTA could consider restoring the Flex Route Bus to the area again.

I am very firmly against the elimination of Route 6. Everyone that uses Route 6 to commute between the avenues and the U will now need to transfer from Route 209 to Route 1 on South Temple to get to and from campus. Will these transfers be timed, or will people need to wait up to 15 minutes for a Route 1 bus to pick them up? I understand that transfers are sometimes a way of life when riding the bus, but the Avenues are a popular neighborhood for folks that work and attend classes at the U, so it seems ridiculous to remove a direct route between these two locations.

Additionally, the busses that I take into the U in the morning (between 8am and 9am) typically have 2-3 dozen passengers during the school year, and if the new Route 1 collects more than a dozen or so people on its way east to that transfer point, or if the Route 209 has more morning riders than Route 6 current does, there will be times where the 1 fills up, and folks will need to wait for the next bus. That idea seems absurd to me. Even if that proposed scenario only rarely happens, I'm almost certain there will be many people that opt to start driving to campus if they can just to avoid the possibility of being caught waiting. The last thing the city/environment needs is more cars on the road. Yes, the 1 is proposed to come every 15 minutes, but many folks that work at the hospital or have class can't afford to wait an extra 15 minutes for another bus. The need to transfer and potentially wait for busses will also negatively impact individuals with physical disabilities or other health-related issues.

I appreciate the intent of expanding access to the U, but I believe elimination of Route 6 will negatively impact the commuting and travel ability of Avenues residents.

The changes proposed to discontinue route 6 greatly impair my work commute. I take the 6 to the University Hospital from the lower western Avenues almost everyday, even on weekends. The proposed changes would force me to take the F11 or the new 1 bus. Both options would require me to walk an unreasonable distance in good weather and would make my commute impossible during bad weather (snow, ice, torrential rain). I am an abled bodied individual and these changes would negatively impact my daily life, I can only image the harm this would cause to our disabled and elderly commuters. I have always loved that public transit in Salt Lake City was so accessible and convenient and discontinuing the 6 bus service would make public transit inaccessible and a burden to me and many others.

I would love to see the 45 go back to 15 minute service. Thanks for all you do!!

The change of route 3 to 223 seems fine. I hope that the 223 bus will run more often and at later hours than the 3 bus did. The other change that would be really nice to see is adding a bus stop at 400 West and N. Temple on the westbound route. It's easier and much faster to get off here to get to the Trax station than going around to the FrontRunner station.

Same goes for the new 1 route.

I don't think route 6 should be discontinued as it is used by faculty, staff, and students to get to the university, as well as patients to get to the hospital and clinics. There is no direct route now for many people and they will have to change buses, which is extremely inconvenient to do twice as a day as part of a commute or for a patient trying to make an appointment.

I would definitely appreciate the proposed UVX increase! Six minute headways would be delightful. I'm also very appreciative of the permanent increase in coverage for the 862, as that's the bus I use from my apartment to get groceries, reach UVU for class, and more. I would like more FrontRunner coverage, but that's not as necessary to me.

I, and many others, just want better wifi on the fronrunner please.

Rides should be made more frequent and UTA services should be open 7 days a week

I would like to see a more regular UTA service on the weekends, as I and many others still have to work on the weekends and could benefit from the usual service for weekdays. I also would like to see a train route built along the belt route instead of the freeway expansion currently in construction. More lanes on the free way will not improve congestion zones, as ramps will always cause congestion as long as they are as short as they are. A new train route would connect the city, create more community, and break the east versus west hierarchy. It would also make our city more in line with many major US cities where there are trains.

I like Route 1 existing. I think that will be good.

I do have a concern for deciding to leave reduced rail service on Saturdays. Especially if I have somewhere I need to be, like a concert on Saturday, especially if I have to transfer, using the TRAX with reduced frequency is not something I appreciate. I already feel kind of restricted when the frequency is only every 30 minutes on a Saturday anyway. In fact, I would highly appreciate if TRAX also ran very early in the morning on the Blue Line to take eastbound Amtrak riders home. Amtrak arrives at 3:30am in Salt Lake City eastbound, and I'm sure many don't want to have to just wait for a while to get home.

FrontRunner also needs INCREASED service on weekdays. More hours where it comes twice an hour. If I-15 congestion is a problem, we need to increase FrontRunner's frequency to combat the problem. I know that might mean building more double tracking, but it's worth it.

I support increasing the 821's frequency to every 30 minutes--I have a friend that lives near the 821. In fact, I think it might be nice if Springville got more coverage.

I like the changes to route 209. When I go downtown from my stop in the 9th and 9th neighborhood, I usually transfer and catch the 2 or 220 to get downtown. Is it possible to communicate this information to other riders that might not be as knowledgeable in the bus routes? Also, I really like that the 220 will now partly run down 900 East. I imagine that there will be many buses now running on 900 East. I support the idea of adding a bus priority lane on 900 East, or closing off 900 East to cars and having it only serve buses, bikes, and other alternative modes of transportation.

This is a step in the wrong direction in helping provide adequate bus service to that Avenues. I ride the #6 to the U campus every days

. The buses are full. What a disservice to so many in this area. I'm extremely disappointed in UTA. As a senior citizen in this area, I rely on bus service. You have removed our option. And the #3, which will have a new number?? That will only run every hour. Ridiculous.

I really do not understand how 30 minute - 60 minute frequencies will make things better. I depend on public transit. Sometimes even waiting a few minutes in the cold makes a really big difference. We want our city to depend less on cars, not more! Please do not reduce frequency of service.

Please keep route 6 as it is. Lots of people who work at the university hospital and hunnysman cancer institute take this route. I am a handicapped and I used to take the bus from 2nd Ave until you moved it to 1st Ave which was harder for me but reasonable to arrive my work at the university hospital. Lots of students and employees take this bus so please keep it. Thanks

It's a bad idea to take away fixed route service in Rose Park north of 10th North. People are not going to want to get an app and hail a via van to go 1 Mile or less. They should keep the 217 going North on Redwood. Stopping the 453 in Stansbury is a bad idea as well with getting rid of the flex routes in Tooele.

Rt 6 & 209 - The passengers who currently ride rt 6 in The Avenues go to the U. They are not transferring to rt 209. If you want to reroute the east leg to serve Rose Park, which is proposed for Rt 1, that could work. Leave rt 209 as it is.

Rt 54 - the route is busy and 15-minute service should be brought back (even before Free Fare February).

Rt 205 and 217 - either extend the proposed rt 205 across Redwood Rd to cover Starcrest Dr or have rt 217 cover it. If you have rt 205 cover that area, rt 217 can serve Power Station.

Rt 217 - this route needs to continue to the current EOL at 1300 N & Redwood Rd (either through Starcrest Dr or Power Station as mentioned above). This route serves a lot of passengers along the loop. Also, it gives drivers a bathroom at 7-11.

UTA on Demand should supplement fixed route service, not replace it.

I am always surprised that service to the east bench just gets worse over time. I live 3 miles from campus but there is no bus route that can take me without having more walking over time as routes change. When complaining about living in a transit desert in the past, UTA employees have told me that if we rode more we would get better service. However, it is also true that if there was better service we would ride more. 1300 s would provide a good connection to many residents who want to be close to the lower or upper campus of the U, but UTA has never provided such a service to test it out. The alternative is for everyone to walk the hills down to Foothill, which not everyone will do. Now the 4 service does not even stop at the stadium and puts people out south of campus along 1300 e. Why make this even more difficult? Years ago there was a bus that stopped at Wasatch and 1300 S and this was the best service ever, but this was discontinued.

Rose Park has long blocks running north and south which is what we would need to walk to get to Route 1. Do you anticipate people using On Demand to get to route 1? I know someone (on the autism spectrum) near 600 N /1200 W who works downtown at City Creek Mall. From what I see you expect him to walk to 10th N to catch the #1. He doesn't do well with transfers. He has tried ON Demand but didn't get it to work. He said they wouldn't accept his payment.

I taught my kids how to use UTA, its a good life skill. I see the bus stop to go into town will be at 1000 N. @1027 W. Have you tried to cross 1000 N there, its a joke. It usually takes 3-5 minutes due to traffic. How do you expect high schoolers to cross this street to catch the bus during rush hour? I have literally taken the 519 just to cross that street. No kidding.. I ride an e- bike to work from RP to lower Aves. 1000n is the hardest street to cross in my entire commute.

It seems that many of these changes are based on the last two years of ridership. I don't think it's fair to use the ridership numbers during a pandemic. I know my family stopped taking public transit during the pandemic, that's why I bought an e-bike.

I have looked for better instructions on how to use On Demand but no luck. Questions like how much time do you need to allow to get it? Yes I have the app. Is it a set route or do you get dropped off at your desired destination? Now with the mask mandate ending how safe is it to ride On Demand? Can the windows open?

I have looked at all the changes and what I see is that you are expecting Rose Park 519/520 riders to make many transfers and walk more just to get downtown. Just because we live on the Westside doesn't mean we do all our errands here. We don't have any stores like Trader Joe's or Whole Foods on the west side. Our closest big stores are Smiths Marketplace on 400S@ 500E, Target 1100 S, Walmart 1 300 S and Costco 1800 S. For us to go to any grocery store in the neighborhood we would have to get ON Demand. Not all elderly people know how to use technology. I see an older man take the bus to Smiths on 1200 W. I have never seen him use a cell phone. How do they call for On Demand to get home when at a store, no one has pay phones anymore?!

One of the reasons we moved into this house is because its on a bus route. I don't have a drivers license. My children grew up riding the bus. From time to time. They have taught peers how to use UTA when they had car problems. When they travel they can use the city's transit system. The children of today will not get the same experience.. Sad,

Since so many routes are being cut or rerouted are you cutting the price as well? I stopped taking kids on the bus because its so expensive. To take my kids and a friend downtown would be \$20 round trip. When Uber came about it cost the same amount or even less at times, You would get more families if children were cheaper than adult fares. Every other city I have gone to children are cheaper.

Have any of you taken the bus? Trax?

I think there needs to be more police/fare inspectors popping on and off Trax checking fares. I have seen so many people get on without paying. I love Fare Pay. I try to be by a emergency call button when I ride at night.

I understand UTA has been hit by short staffing like so many other businesses. I am not sold on the new changes yet so I will stick with my bike for now.

PLEASE do not discontinue route 6. I am a handicap and it will extremely hard for me to go to my work at the university hospital if this change happens to route 6. Me and my colleagues use it everyday to and from the university hospital. Thanks

I am mostly blind and cannot drive, so I use the #6 or #3 and #520 or #519 bus every day to commute to and from work. I need those bus' to remain on the same schedule. Please do not get rid of these bus'. Please increase the frequency of the routes between 6am-9am and 2pm-5pm. Thank you for your help. I appreciate and rely on you all at UTA.

If rout 3 is "disappearing" and being replaced by route 223 extension and 209? We need a viable route to University of Utah/ Research park from North Temple through the avenues especially in early am. Will 223 be taking place of route 3 time schedules? Currently 223 is only every hour...any way of increasing frequency?

Comments from Email

I live near 6th Avenue and take the #6 bus to work.

After the middle of August I would have to walk 6 blocks down to South Temple to catch a bus to the University and then back up 6 blocks after work, even on a winter or rainy day rather than catch the #6?

So basically no bus service to the University from the Avenues except from South Temple.

More people will drive.

It is utterly ridiculous that route 3 and 6 are going to be discontinued, these are the only routes taking passengers on their way to work, etc., from the U of U and the Avenues neighborhood to connecting routes and trax downtown. The people deciding this change are probably perched in an office and never needing or rely on public transportation and they shouldn't be allowed to make this type of changes.

I just wanted to comment on the August changes proposed for the number 3 bus from north temple Station to this is the place and hope that something can be done to preserve this route even if it is only on a reduced basis.. (maybe cut out middle of the day runs?) I have been so happy to have this option to get to work at "This is the place heritage park" with those who work at the Hogle zoo and where I work as well.
Thanks for letting me comment.

Hello,

If students get on route 3 along 3rd Ave. how are they supposed to get to the stops along University st., i.e., President's Circle (two stops), the Stadium and the Library stop? And further, how are vets supposed to get to the VA now? Zoo and This is the Place workers?

Thank you.

PLEASE do not discontinue route 6. I am a handicap and it will be extremely hard for me to go to my work at the university hospital if this change happens to route 6. Me and my colleagues use it everyday to and from the university hospital. Thanks

I consider myself to be up on UTA, mass transit and the system but the public outreach is significantly lacking. Although UTA has considered expanding north south routes to the Avenues, with almost a half block transfer to the 2 bus downtown or back, and Avenues knows about it and has discussed it, I didn't think the other community councils in SLC and other areas knew about it.

The frustrating transfer to get downtown discourages ridership even more with this change. This requires a lot of walking since even TRAX doesn't transfer easily to State St.

205 shouldn't reduce frequency.

And map of changes should be available online as a pdf with logging on!!!

Very disappointed.

Dear UTA Hearing Officer/Planners,

I'm certain you had very good intentions when designing the proposed August 2022 bus changes. However, as a loyal rider who depends on the bus virtually EVERY DAY for my livelihood, I'm writing to let you know the proposed discontinuation/replacement to the SLC Avenues routes (particularly #6) is ill-advised and unacceptable.

Therefore, INSTEAD of discontinuing #6, PLEASE consider some less drastic, more realistic and acceptable options:

- 1) EXTEND #6. Keep it's regular route (as it is now) from the UofU to 6th Avenue (past Smith's and other important venues) to the LDS Hospital and downtown to at least 200 South and 300 West (by the Gateway, Vivent, Trax, etc.) and then north to cover the Rose Park Area that the proposed #1 would cover. ~ Thus no need for a new route nor an extension to # 209 because it would just stay on South Temple as it does now which covers what the #1 would do.
- 2) ALIGN #6. Keep it on M Street in both directions instead of using M&N – or M&L (for the needless #209 extension). This would improve connection to the already existing 209 route and by aligning the connection times it would allow riders easier access to sugarhouse and other points along 900 East as I believe was the intention of extending the 209 (but unnecessary). Improved alignment with other services such as the Trax/bus connections at the UofU, etc. would also be welcomed by riders.
- 3) IMPROVE #6. Provide later evening service. If riders can be sure to catch a bus after the basketball game, theater show, concert, etc. they will opt to take the bus rather than fight/pay for parking! And ridership will improve!!

The reasons #6 should remain in place – with the potential improvements suggested above – is because the supposed “replacement” routing is not sufficiently comparable service to the current #6 and thus would NOT provide better service as I believe is (should be) your intent. Here's some reasons why...

The changes would mean that regular riders on the #6 from the Avenues to the UofU Hospital would need to do one of the following:

- Take F11 from the 6th Ave Smith's (or walk up the steep hill to catch it on 11th Ave) to go up to the UofU hospital. This would overcrowd the smaller F11 busses – which require seatbelts so standing would not be an option.
- Walk to/from to 3rd Ave to take #223 to/from the UofU (but not to the Hospital entrance) – OR – walk to/from South Temple to take #1 to the UofU Hospital entrance. This would be VERY difficult for people who live above ~5th Ave to have to walk to/from 3rd Ave or South Temple on the very STEEP HILLS – especially older folks or those with disabilities.
- They could possibly also take the #209 (but no on 6th Ave) to 3rd Ave or South Temple in order to transfer busses, but this would undoubtedly turn what is now a ~15 minute direct commute into more like 30-60 minute commute (each way) depending connection times – not to mention a huge hassle and uncertainty of transferring in inclement weather, etc.

Additionally, the changes would make it much more difficult to get to/from many venues such as the following:

- Smith's ~ waiting for and boarding the bus with grocery bags would be difficult on the E street side (on a steep hill)
- Getting to popular venues downtown such as the City Creek Mall, Eccles Theater, Gateway Mall, Vivent Arena, UTA Hub, etc. ~ What would be a ~10 minute direct ride would require a transfer or a lot more walking (with full shopping bags, Dressed up w/high heels, etc.) and a great deal of time/hassle if the changes are made.

For these reasons (and many more) discontinuing the #6 route would be detrimental to the long-time (~25 years) and loyal riders like me who HAVE TO ride the bus. Avenues residents like myself have chosen to live there largely

because of the convenient UTA service to downtown and the UofU Campus, particularly the UofU hospital. I do not have the means to move to another location with better service (if there is any!) especially if there is such uncertainty that bus routes could drastically change/disappear at any time. WELL ESTABLISHED legacy routes like those in the Avenues should have some immunity from devastating changes such as those proposed for August 2022.

PLEASE SAVE ROUTE #6!!!

Thank you for your Consideration,

After reviewing the replacement of the 6 with the 1 and/or 209 it will take a transfer or a walk of more than 6 blocks up and down steep hills to reach the University and University Hospital from the western Avenues using the new Route 1. The Route 1 is duplicating the Route 2 and removing service from the Avenues.

This is a disappointment.

The F11 is useless with only once an hour service.

Dear Planning,

Overall I like the changes for the August. There are just a couple things that need to be improved.

Why is the extension of the 209 on 9th Ave . That is just two blocks from the F11 on 11th Ave. Leave it on 6th Ave where the route 6 is now. That is half way between the 223 on 3rd Ave and the F11 on 11th Ave. I drive the route 6 now. A lot of my passengers are not happy with this change. Here is what it should do. Continue West on 6th Ave to C Street, turn right and go up the hill to 9th Ave, right again, and west on E Street to South Temple.

The other thing I don't like is cutting out the north end of the 217 . I drove the 217 the last two changes. That is not just a turn around. I picked up and dropped of passengers every trip on this piece of the route. Also, The State offices are going to be closed to the early morning and evening drivers. What are we supposed to do about rest room facilities. The only change that we should make to the 217 is to eliminate the loop around the State Dept of Health, since we will have two other routes covering that loop. Also those two routes, I believe they are the new route 1 and the extension of the 223, I can't check right now. They seem to have taken then maps down from the web site. Anyway These two routes should do the loop around by the State Dept of Health and EOL on Redwood Road and North Temple by the KFC and not go to 400 South. Passengers who want to go South on Redwood Road can walk across North Temple and catch the 217 there just as easily as they can at 400 South.

Comments from Customer Service

I have been trying all week to submit a comment about the August Change Day, but your website keeps rejecting it, even though the deadline for comments has not passed. Please pass this along to the appropriate person. Thank you.

Dropping the Number 6 route would be a big mistake

Do you know how many University of Utah students ride the bus from the Avenues to campus?

A couple of weeks ago my partner and I took the Number 6 bus from our home in the Avenues to a medical appointment at the University Hospital. The bus was standing-room only, packed with U. of U. students and other people headed to campus or the Medical Center.

I know that University students pay for bus passes as part of their student fees, and that many students who live in the middle and upper Avenues depend on the Number 6 bus to take them to campus, especially after regular service on the Number 11 route was eliminated. I also understand that the University tries to discourage people from driving private vehicles to campus.

If you go ahead with your plans, there will be no direct link from the middle and upper Avenues (above 3rd Avenue) to campus, University Hospital, Primary Children's, Huntsman, Moran, etc.

I have been a regular rider on UTA buses for many years and appreciate the service they offer. However, I think twice about using the bus if it means having to transfer from one route to another, which may mean a wait of up to 30 minutes. Have you calculated how many Avenues residents will revert to driving to their cars rather than going through the time-consuming aggravation of transferring from the proposed extended 209 route to another route on South Temple or 200 South?

Please reconsider this idea. Getting rid of the Number 6 route would be a big mistake

Customer providing feedback regarding the changes that are proposed for August.

She and many others live in the Rose Park area on or near 1300 N Redwood and the neighborhood surrounding it.

If the 217 bus gets removed from this area and ends at the blind center, many people will be inconvenienced as a result of the change.

The 217 should remain as it is.

Customer wanted to thank the operator on route 21. She was trying to log into the public meeting for August Change Day and he helped her get connected and gave her directions for where she needed to go.

Customer submitted this commendation while attending the public meeting on 3/17/22.

The customer hates the proposed changes to the route 6 in August. She knows that the 209 is supposed to be changed in a way that kind of services the same area as route 6, but in reality it will not help people who live in the avenues. Route 6 has a long stretch on 6th Ave where there is a Smiths grocery store. The proposed changes to the 209's route will not cover any of this area; it will also not get close to the University.

This is just a really bad plan, and really doesn't take customer's needs, feelings, or convenience into mind. It's not like people in the Avenues can just up and move, especially in this housing market. Removing the route 6 will really hurt people who live in the Avenues, and the customer wishes UTA would consider their customer's needs before making such an obviously bad decision.

The planners have no idea what they are doing, probably never ride the buses at all, and make their ill-informed decisions from an office chair.

The customer is calling to give feedback about proposed changes to the 217 for the August Change Day. The proposed change would have the 217 stop servicing neighborhoods north of the State Office Buildings. He is worried that the people that live in that area will be hurt by this change and worries that the UTA OnDemand won't be adequate to make up the difference.

Customer would like to give feedback regarding the changes for August.

She heard the route 6 was going to be discontinued and replaced with the Route 1. No one can tell her the times that this bus will run so she can't properly give her feedback on if these changes are good or not.

Knowing more concrete times for this service would help her provide proper feedback about the changes.

The customer is trying to send a comment for the August changes regarding RT 209 and unclear if it went through or not.

The customer continues:

Rt 209 / It feels like insult to injury. You cancelled 307 and I have to leave 20 minutes earlier with Rt 209 and now you are going to get rerouted to the avenues or we have to transfer to a route on South Temple.

People in my area , used to take 700 E , Rt 307 to Downtown and Rt 209 is now earlier but takes longer . With the proposed changes it will take even longer...

It appears that instead of making changes convenient for the passengers. UTA is forcing them to other alternatives.

Years ago, UTA told everyone to just transfer to the TRAX and then have to take a bus to your destination.

I want to make sure my concerns will be heard.

UTA Board meeting comments Feb9 re UTA needing 100 bus drivers

Please plan on long term bus driver staffing salaries and shifts. Several years ago, we publicized and pushed for higher salaries when UTA was down over 100 drivers. You raised wages but we are again at a point where UTA needs to hire 100 more bus drivers by August!

UTA needs to develop a long term bus driver employment system to stop the turnover that makes management look questionable. Split shifts and relatively low wages for drivers who are responsible for rider safety and dealing with the problems of mask wearing and homeless altercations are not being addressed. Salaries should be much higher and split shifts should be minimized.

Please address bus driver respectful salaries and working conditions.

A recent report is applicable: Invest in Transit Equity, Invest in Transit Workers.

Comment: Again I was hoping to see route changes that would make it easier for people like me to get to Trax. I am well served in The Avenues to go East-West to downtown or The U but going to the 4th South Trax stations is inconvenient to say the least. This could be rectified by linking Routes 6 and 209 at the intersection of South Temple and 9th East. In fact this should be a recognized transfer point. Better yet: combine or alter the routes with Route 6 going south on 9th East and Route 209 going east on South T

Customer lives near 1700 N Redwood and takes the 217 bus daily from there to the SLCC college on Redwood Road.

She feels that the removal of that north part of that route needs to be reconsidered. There are lots of people that take this bus from that area that would be inconvenienced by this change.

Comment: I am commenting and or complaining about bus line 520 and 519. I was wondering if it is possible to keep these bus lines running? They are important to many working and running errands Rose park residents including myself. Thank you in advance in keeping these busses.

The customer would like to speak to a service planner about the proposed changes for Aug 2022 change day. She rides route 209 from 5600 S @ 900 E at 04:00 am and gets off at North Temple and State St. She says the route makes it hard for her to make it to work on time with this time frame and would like to know if this route could start a little earlier than 04:00. She also would like to know if we plan on installing a bus stop on North Temple closer to West Temple. There is a stop on the southwest corner of North Temple but nothing on the opposite corner which would be the east-south corner. That is a long walk if someone wanted to go eastbound using the suggested route changes. (The change is the route will no longer go up State St and North Temple). *She would like to speak to a service planner about these changes because if we do change the routes she most likely will not be able to use UTA to get to work or be on time to work. She would like a phone call and if can't be reached please email her.

Comment: When will the 313 or 354 Fast Bus routes resume?

Comment: I am a regular rider and work at this is the place park and ride #3 and #9 on a daily basis, including Saturday. A coworker who also rides #3 said he was told the route to this is the place is being discontinued. I am a new employee and accepted this job last fall because it has bus accessibility. I was actually hoping the was would increase its frequency or at least start earlier, as the first shift of the day once weather improves will actually start at 0600. I am a hive pass holder and a rider of 40 yrs

Comments from Public Meeting

I saw that the 205 route was reduced to 30 during the COVID-19 pandemic and now that change will become permanent. I feel strongly that this bus should run every 15 minutes Monday-Friday so the people of South Salt Lake can access opportunities downtown and easily commute to jobs within the metro area.

The proposed changes to 3 and 223 will drastically affect my ability to get to and from work at this is the place Route 6 and 3 are my only option to get downtown and board route 200 or trax on my way (route 6 at 5:52 a.m.) and from work(125404), also the only options to reach the LDS Hospital and Smith's grocery store in the Avenues, The U of U as well as The Sweet Library also in the Avenues, the stops I usually wait for these buses are for route6: 118183 / 125404 /118123/118116. Route 3: 118044/118029/117002. What route is going to serve these stops? With all due respect, who decides these changes? someone at a corporate office and not someone who has actually the need to ride public transportation and needing to get to work via public transportation? Thank you for the opportunity given to comment on this issue.

I agree with the changes.

very interested in proposed changes to the 209

<p>The Avenues route changes are EXTREMELY TERRIBLE!!! This is WORSE transit coming as these REDICULOUS changes would require transferring buses on my DAILY trip to/from the UofU doubling/tripling my commute time. DO NOT CHANGE THE AVENUES ROUTES!!!</p>
<p>I am an employee at the Division of Services for the Blind and am very upset at the proposed changes to route 217. This will affect many blind employees and consumers! Please reconsider!!!</p>
<p>How many Paratransit riders will be affected by the rout changes ?If fixed bus routes are cancelled or changed (whole routes or partial routes) and not replaced or replaced with "On Demand" or other type of service, these will no longer be considered fixed routs and , therefore, many Paratransit riders will no longer be able to ride Flextrans if they live or work 3/4 miles or more from a fixed bus route.Will UTA continue to follow their company policy of doing the absolute minimum when it comes to the ADA or will they become a public service company that actually serves all the public and change their company policy to go beyond the ADA minimums?</p>
<p>What are UTA's plans to return express service to and from the University? As a major destination that is tucked in a corner of the valley, express routes that run parallel to TRAX along Millcreek, Holladay, Cottonwood Heights, and West Valley have diminished over the years requiring longer lead times in order to try and use TRAX.</p>
<p>Will Paratransit Services be discussed?</p>
<p>used to live in Utah, one concern is that 9000 S the route has been completely tweaked, route 218 went to Sandy TRAX station but now he can't get there unless he takes Uber. The change in service is a pain, would appreciate that coming back for weekend use. Could the On Demand service be used for this person (gave address)?</p>
<p>how many paratransit riders will be impacted; policy to do the minimum re: ADA; accommodating needs maybe extending 3/4 mile limit; looking at individual cases to look at variations on policy</p>
<p>would really like for UTA to provide Sunday service on FR - doesn't know why we haven't yet, esp since TRAX operates on Sundays and can't travel on Sundays when he's in town or it takes forever. It would be awesome if Sunday service was added; curious about operational challenges for sunday service; would UTA consider express rail service from UT county to Tremonton</p>
<p>expand 821 to walmart, paratransit rider, 3/4 mile limit is not always easy to get a ride where he needs</p>
<p>expanding free fare february? Says people may not know about the hive pass; need additional information out for customers</p>
<p>comment about infrastructure bill and whether it could speed up 5YSP or implementing new service? Hear about not having the resources to not be able to do a lot of things, but the money will that help with the plans?</p>
<p>looking forward to Vineyard station, appreciates the presentation made through zoom so as many people can get updated</p>
<p>Is 602 considered OGX, electric bus and initial free fare? - No, will be a regular route until OGX opens and then it will be incorporated in 2023, plan for the buses to be electric eventually</p>
<p>the impact these changes are going to have huge impact, and the service needs to start at an early hr to get us to work, that is what normal people with normal jobs do. Route 6 and Route 3 are the only way to get downtown to transfer to either route 200 or trax to work. mainly route 6at 5:50 a.m at stop 118183. Also how about to get to Smith's in the Avenues and LDS hospital? too many irrational transfers</p>
<p>route 209 is going to use all the stops that number 6 I currently using?</p>
<p>what bus will be going to LDS Hospital which is on 9th Ave & B/C street?</p>
<p>Route 1's maps shows a bus stop on North Temple Bridge (Guadalupe) Is this correct?</p>
<p>I also would to know what bus can we catch to get to North Temple and 1940 West from 9th North & Redwood Rd.?</p>
<p>Bring back 20 minute frequency for trax on weekends or at least Saturday! Trains are crowded on Saturday</p>
<p>What plans are there for trax at the Airport?</p>
<p>route 6 stop 118183 at 5:55 a.m, would this early schedule will be kept?</p>
<p>I appreciate having the F453 extended to downtown, but what about people who need a guaranteed transfer from the proposed UTA on Demand to downtown Salt Lake?</p>

I would also appreciate 20 minute frequency on the weekends for work.
The Avenues changes are completely UNACCEPTABLE for the loyal Avenues riders who commute DAILY to the University of Utah. It is just NOT feasible to for anyone living above ~3rd avenue to have to transfer to from route 209 to route 1 as it would likely double or trip the commute time each way. The avenues streets are quite steep and would be very difficult for most riders to have to walk to/from South temple to catch the #1. I understand F11 may be an option but it doesn't run on weekends and also not very frequently - nor does it run downtown. You say 209 will run in it's the "same area" but it's MUCH more difficult to walk even 1-2 blocks UP HILL in the Aves. Avenues riders, like myself live in the Avenues because of the superior public transit service. These changes, while they seem reasonable on paper are just not practical for riders.
I totally agree with the avenues comment
when I take route 6 to downtown and transfer to 200 I usually hop on 200 at stop 117002, where is going to be the closest stop that route 6 will drop me off?
How was the 5 year service plan developed? I don't believe there was any input from actual riders in that plan! Can we see that plan?
More notice needs to be given for these major changes. The only notice I saw of these Aug 2022 changes was a sign posted on the bus stops. Which was great but they weren't posted until last week - well after the Public Comment period started. Also, when I tried to see the August changes on the website it still had the August 2021 plans and wasn't updated until just a few days ago so there hasn't been much time to really study/understand these changes. I appreciate your presentation tonight and the opportunity to comment, but more public hearings would be appreciated for those who were unable to make this one and only option. ~ Thanks for your time and efforts! Gotta go catch my bus now! :)
operators at option 5 have although super nice have absolutely no clue to answer any question on this regard
Will the On Demand be coming to Utah Vally?
What is on demand
so why are they making all of these changes?
what is on demand service?
will On Demand have accessibility for 2 wheelchairs to ride together?



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Acting Chief Operating Officer
PRESENTER(S): Tracy Young, Coordinated Mobility Manager

TITLE:

R2022-07-05 - Resolution Authorizing the Execution of Federal Transit Administration 5310 Grant Agreements for Specified Projects

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-07-05 and authorize the Executive Director and appropriate staff with signature limit authority to sign designated 2020-2022 Federal Transit Administration (FTA) 5310 Subrecipient Grant Agreements

BACKGROUND:

- The Coordinated Mobility (CM) Department manages the Federal Transit Administration Section 5310 Formula Grant program for the Salt Lake/West Valley, Ogden/Layton and Provo/Orem urbanized areas.
- UTA was designated to administer and manage the program funds by the Governor in 2014.
- The 5310 Grant program is to provide funding to enhance the mobility of seniors and individuals with disabilities.
- The CM department oversees the application cycle every two years.
- UTA receives approximately 20 grant applications from eligible community partners for every bi-ennial grant cycle.
- Utah's Public Transit District Act and UTA Board Policy 2.2 require all contracts of \$200,000 or greater to be approved by the Board in a public meeting.
- Due to the differences in subrecipients process timelines for approving of contracts, historically we have had to present to the board multiple times for individual subrecipient contract approvals.
- By receiving approval to sign contracts with awarded subrecipients upon execution of the grant this will assist us in presenting all proposed awards to the Board of Trustees once per grant cycle; and greatly improve our response time to our customers.

DISCUSSION:

This resolution will allow the CM Department to present to the board a comprehensive list of awards for subrecipients in all urbanized areas. The lists will include awards over \$200K. The lists will be comprised of new grants and amendments.

ALTERNATIVES:

The alternative is to bring contracts individually to the Board of Trustees for approval. This would add time to our schedule and therefore reduce our ability to assist our community partners with their projects in a timely manner.

FISCAL IMPACT:

Proof of 5310 grant matching funds for 5310 grant awards are provided as part of the subrecipient application process. UTA projects awarded must provide 20% in match. The Travel Trainer match is included in a current budget for the FFY 19-20 grant amendment and in the 2023 proposed UTA budget for the FFY 2022 award. The electric vehicles and charging stations match has been identified in a current budget. The Rail Safety Campaign project match will be provided through in-kind staff time. The Promotion of United Way 211 Service project match will be provided through in-kind staff time.

ATTACHMENTS:

- 1) Resolution R2022-07-05 which includes Exhibit A - Federal Transit Administration (FTA) Section 5310 Subrecipient Awards by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF FEDERAL TRANSIT
ADMINISTRATION 5310 GRANT AGREEMENTS FOR SPECIFIED PROJECTS**

R2022-07-05

July 27, 2022

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

WHEREAS, the Authority has been designated by the Governor of Utah to be the recipient of Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funds for Utah’s urban areas of Ogden/Layton, Provo/Orem, and Salt Lake City/West Valley City; and

WHEREAS, the Authority has (i) obtained formula grants of assistance for the Subrecipient Projects shown in Exhibit A; (ii) secured (or contracted to secure) local match commitments from Subrecipients for the same Projects; and (iii) budgeted Authority funds for the same Projects; and

WHEREAS, the Utah Public Transit District Act, UTAH CODE § 17B-2a-801, *et seq.* and UTA Board Policy 2.2 requires Board approval for all contracts with a value of \$200,000 or more; and

WHEREAS, the Board of Trustees (the “Board”) understands and recognizes that grants for the Subrecipient Projects, shown in Exhibit A, are ready for subrecipient contracts including those with a value over \$200,000 to be signed upon execution of the FTA Formula grants; and

WHEREAS, under Board of Trustees resolution R2020-01-03 the Authority’s Executive Director was given authority to execute federal and other grant agreements on behalf of the Authority; and

WHEREAS, the Board of Trustees understands and recognizes the time sensitive nature often associated with signing Subrecipient contracts and the project schedules the grants are supporting; and

WHEREAS, the Board of the Authority desires to provide the Executive Director and those with relevant signature authority to execute the Subrecipient agreements for the Projects in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the formula grant agreements for the Subrecipient Projects listed in Exhibit A.

R2022-07-05

2. That the Board hereby authorizes the Executive Director, or his designee, to execute the Subrecipient Agreements for the projects listed in Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the agreements for the Subrecipient Projects listed in Exhibit A.
4. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 27th day of July 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

Exhibit A

Federal Transit Administration (FTA) 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

Federal Transit Administration (FTA) Section 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

OGDEN-LAYTON UZA Total Available \$548,348		FFY 2019-2020 Proposed Amendment		
Organization	Project	2020 Fed award	Loc match	2020 total Budget
Davis County	Replacement bus and vehicle graphics.	\$ 72,480	\$ 18,120	\$ 90,600
Enable Utah	Expansion non-accessible minivan	\$ 32,000	\$ 8,000	\$ 40,000
PARC	1 Expansion non-accessible minivan, 1 expansion sedan, graphics and signage, and preventive maintenance	\$ 120,886	\$ 30,222	\$ 151,108
Roads to Independence	Replacement transit van, 1 accessible minivan, security system, contracted service, software development, powered gates, vehicle GPS, Mobility Manager, preventive maintenance and	\$ 159,996	\$ 39,999	\$ 199,995
Suzy's Senior Companionship Services	Security cameras, 2 expansion accessible minivans, uniforms, safety kits, preventive	\$ 106,259	\$ 26,565	\$ 132,824
TURN Community Services O-L	1 replacement transit van, tablets for vehicles, hardware, preventive maintenance and	\$ 10,383	\$ 2,596	\$ 12,979
UTA Program Administration	Administration	\$ 82,344		\$ 82,344
		\$ 548,348	\$ 125,501	\$ 709,850

PROVO/OREM UZA Total Available \$368,908		FFY 2019-2020 Proposed Amendment		
Organization	Project	2020 Fed award	Loc match	2020 total Budget
Ability 1st Utah	1 van repaint, vehicle shelters, vehicle equipment, tires, signage	\$ 19,912	\$ 4,978	\$ 24,890
Destination Services Inc.	Expansion minivan, security system, office equipment, vehicle equipment, signage	\$ 143,104	\$ 35,776	\$ 178,880
TURN Community Services P-O	Tablets for vehicles, software and preventive	\$ 10,058	\$ 2,514	\$ 12,572
Utah Valley Paratransit	Security cameras, vehicle equipment, office equipment, driver training software, uniforms, automated gate, lift for vehicle, building generator, radios, preventive maintenance.	\$ 141,485	\$ 35,372	\$ 176,857
UTA Program Administration	Program Administration	\$ 54,349		\$ 54,349
Totals PO		\$ 368,908	\$ 78,640	\$ 447,508

Federal Transit Administration (FTA) Section 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

SALT LAKE/WEST VALLEY UZA Total Available \$958,829		FFY 2019-2020 Proposed Amendment		
Organization	Project	2020 Fed award	Loc match	2020 total Budget
The Work Activity Center	1 expansion non-accessible minivan, security/fleet monitoring, extended warranties, replacement lift, hardware, preventive maintenance	\$ 87,544	\$ 21,886	\$ 109,430
TURN Community Services	Tablets for vehicles, tracking software, lift maintenance	\$ 8,481	\$ 2,120	\$ 10,601
United Way 211 SL-WV	Crisis Trip Fund	\$ 16,000	\$ 4,000	\$ 20,000
Utah Independent Living Center	Radio Equipment	\$ 4,000	\$ 1,000	\$ 5,000
Ute Cab	Accessible mini van expansion	\$ 45,600	\$ 11,400	\$ 57,000
UTA	2 Electric support vehicles and charging stations, Rail Safety Campaign, Travel Trainer Position, Promotion of UW 211 service	\$ 204,775	\$ 12,400	\$ 255,969
UTA	Program Administration	\$ 143,549		\$ 143,549
		\$ 958,829	\$ 203,820	\$ 1,162,649

Ogden-Layton UZA \$425,445 Available	FFY 2021 Awards	100% Federal No Match	
Applicant Name	Project Award	Federal	Total Cost
Utah Transit Authority	Program Administration	\$ 42,544	\$ 42,544
Weber Human Services AAOA	Operations	\$ 15,000	\$ 15,000
Roads to Independence	Operations and a replacement accessible transit van	\$ 124,000	\$ 124,000
TURN Community Services	1 Replacement Access 14 Pass Van (\$78K)	\$ 78,000	\$ 78,000
Options for Independence	1 Replacement Access 14 Pass Van (\$78K)	\$ 78,000	\$ 78,000
Continue Mission	1 Expansion Access 14 Pass Van (\$78K)	\$ 78,000	\$ 78,000
Capital Contingency		9901	9901
Totals		\$ 425,544	\$ 425,544

Federal Transit Administration (FTA) Section 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

Provo - Orem UZA \$288,742 Available	FFY 2021 Awards	100% Federal No Match	
Applicant Name	Project Award	Federal	Total Cost
Utah Transit Authority	Program Administration	\$ 28,874	\$ 28,874
Destination Services	Operations	\$ 5,868	\$ 5,868
Ability 1st	1 Expansion Access Transit Van (\$70K) - award reduced back to original - Ability first will provide the difference \$22K	\$ 70,000	\$ 70,000
TURN Community Services	2 Expansion Cutaways (\$176K) - change to Ford Transits 6-27-2022	\$ 184,000	\$ 184,000
Totals		\$ 288,742	\$ 288,742

Salt Lake-West Valley UZA \$751,641 Available	FFY 2021 Awards	100% Federal No Match	
Organization	Project	Federal	Total Cost
Utah Transit Authority	Program Administration	\$ 75,164	\$ 75,164
Work Activity Center	Operations and 1 Expansion Accessible Transit Van	\$ 142,000	\$ 142,000
First Step House	Operations	\$ 22,477	\$ 22,477
TURN Community Services	2 Replacement Access Transit Vans (160K) TURN will pay for the vehicle difference (\$184K - will provide \$24K)	\$ 160,000	\$ 160,000
Utah Independent Living Center	24' Cutaway Replacement Bus (\$78K) Changed to a Ford Transit 6-27-2022	\$ 92,000	\$ 92,000
Ute Cab	2 Expansion Access 8-10 Pass Transit Van (\$140K) Changed to two rear loading minivans	\$ 100,000	\$ 100,000
Neighborhood House	2 Expansion Access 12-14 Pass Transit Van (\$156K) will pay the additional cost of the vehicles (\$28K)	\$ 156,000	\$ 156,000
	Contingency	4000	4000
Totals		\$ 751,641	\$ 751,641

Federal Transit Administration (FTA) Section 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

Ogden-Layton UZA \$609,105 Available		FFY 2022 Awards		22 Awards 80/20 Capital
Applicant Name	Project Award Description	Federal	Local	Total Cost
Utah Transit Authority	Travel Trainer	\$ 11,000	\$ 2,750	\$ 13,750
Utah Transit Authority	Program Administration	\$ 60,910	\$ -	\$ 60,910
Weber Human Services AAOA	1 Expansion accessible minivan and 1 expansion non-accessible minivan	\$ 82,400	\$ 20,600	\$ 103,000
Roads to Independence	Operations, Mobility Manager and preventive maintenance	\$ 130,848	\$ 51,763	\$ 182,611
Davis County	Preventive maintenance and vehicle signage	\$ 42,400	\$ 10,600	\$ 53,000
PARC	Expansion non-accessible Minivan, preventive maintenance, operations and vehicle communication device	\$ 98,464	\$ 54,616	\$ 153,080
Suzy's Senior Companionship Services	2 Expansion accessible minivans, and operations	\$ 167,900	\$ 70,100	\$ 238,000
Continue Mission	Operations	\$ 8,250	\$ 8,250	\$ 16,500
TURN Community Services	Operations	\$ 5,000	\$ 5,000	\$ 10,000
Capital Contingency		\$ 1,933		
Totals		\$ 609,105	\$ 223,679	\$ 832,784

Provo-Orem UZA Total Available \$421,209		FFY 2022 Awards		80/20 Capital 50/50 Ops
Organization	Project	Federal	Local	Total Cost
Utah Transit Authority	Program Administration	\$ 41,915		\$ 41,915
Utah Transit Authority	Travel Trainer	\$ 8,800	\$ 2,200	\$ 11,000
Destination Services	Operations	\$ 80,292	\$ 80,292	\$ 160,584
Ability 1st	Operations	\$ 27,402	\$ 27,402	\$ 54,803
Ability 1st	Preventive Maintenance	\$ 12,600	\$ 3,150	\$ 15,750
United Way Community Services	Changed from cutaway to 1 accessible Transit Van (1 Expansion Access Cutaway Bus Total \$95 Fed \$76K Match \$19K)	\$ 73,600	\$ 18,400	\$ 92,000
United Way Community Services	Mobility Manager	\$ 78,000	\$ 19,500	\$ 97,500
TURN Community Services	1 Expansion Access Transit Van (Total \$85K Fed \$68K Match \$17K)	\$ 73,600	\$ 18,400	\$ 92,000
TURN Community Services	Operations	\$ 25,000	\$ 25,000	\$ 50,000
Totals		\$ 421,209	\$ 194,344	\$ 615,552

Federal Transit Administration (FTA) Section 5310 Subrecipient Awards
by Federal Fiscal Year (FFY) and Urbanized Area (UZA)

Salt Lake - West Valley UZA \$1,094,044 Available	FFY 2022 Awards			80/20 Capital 50/50 Operations
Organization	Project	Federal	Local	Total Cost
Utah Transit Authority	Travel Trainer	\$ 24,200	\$ 6,050	\$ 30,250
Utah Transit Authority	Program Administration	\$ 109,404	\$ -	\$ 109,404
Work Activity Center	Replacement Accessible Transit Van, Operations, Security Gate, Hardware, Preventive Maintenance	\$ 165,200	\$ 78,800	\$ 244,000
United Way of SL	Mobility Management	\$ 174,716	\$ 43,679	\$ 218,395
First Step House	1 Expansion Non Accessible Minivan, 2 replacement Non Accessible Minivans and operations	\$ 331,977	\$ 254,577	\$ 586,554
The Road Home	1 Expansion Non-Accessible Minivan and operations	\$ 55,500	\$ 19,500	\$ 75,000
Kostopulos Dream	Communication Devices	\$ 12,000	\$ 3,000	\$ 15,000
TURN Community Services	1 Expansion Accessible Transit Van and operations	\$ 91,600	\$ 36,400	\$ 128,000
Bear-O-Care	1 Replacement 24' Cutaway Bus and operations	\$ 122,682	\$ 53,682	\$ 176,364
	Contingency	\$ 6,765		
Totals		\$ 1,094,044	\$ 495,688	\$ 1,582,967



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Dev. and Sales
Andrea Packer, Communications Director

TITLE:

R2022-07-06 - Resolution Approving the Distribution of Free Transit Passes for the Opening of the Vineyard FrontRunner Station

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-07-06 which approves the distribution of complimentary premium transit passes to promote the opening of the Vineyard FrontRunner Station

BACKGROUND:

On August 12, 2022 Utah Transit Authority (UTA) will open the Vineyard FrontRunner Station which is located between Orem Central Station and Provo Central Station. UTA would like to promote the opening of this new station by distributing complimentary transit passes. Board Policy 4.1 requires approval of the Board of Trustees for special fare rates and reduced fare.

DISCUSSION:

Resolution R2022-07-06 will be presented to the Board for consideration to approve the distribution of complimentary premium transit passes to promote the opening of Vineyard Station. Passes are planned to be distributed at the new station on August 12, 13, and 15 in conjunction with its opening. Each pass will be valid for one (1) day from when the customer taps their complimentary pass on a UTA card reader. The passes will be valid for use on UTA Bus, TRAX, FrontRunner, Streetcar, BRT, and On-demand services. Salt Lake-PC Connect, Paratransit, and Ski services are excluded. The distribution of these complimentary passes will be used to promote increased transit use and support of transit within the community.

ALTERNATIVES:

Do not approve the resolution and do not provide complimentary passes for this purpose.

FISCAL IMPACT:

The passes have a face value of \$3.75. The total fiscal impact will be dependent on the volume distributed.

ATTACHMENTS:

Resolution R2022-07-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE DISTRIBUTION OF FREE
TRANSIT PASSES FOR THE OPENING OF THE VINEYARD
FRONTRUNNER STATION**

R2022-07-06

July 27, 2022

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

WHEREAS, the Act empowers the Board of Trustees (“Board”) of the Authority to fix fares; and

WHEREAS, the Board of the Authority previously adopted Board of Trustees Policy 4.1 regarding Fares (the “Board Policy”); and

WHEREAS, the Board Policy requires that the Executive Director present to the Board of the Authority any request for approval of complimentary fare and/or free fare arrangements; and

WHEREAS, the Authority will open the Vineyard Frontrunner Station on August 12, 2022; and

WHEREAS, the Board of the Authority wishes to promote the utilization of the Vineyard Frontrunner Station by approving the distribution of complimentary fare passes by staff of the Authority on August 12, 13, and 15, 2022 at the new Vineyard Station.

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

1. That the Board hereby approves the distribution of premium complimentary passes. The passes shall:
 - a. Be valid for one (1) day upon the rider tapping the card on an Authority card reader; and
 - b. Expire on July 31, 2023.
2. That this Resolution stay in force and effect until July 31, 2023.
3. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 27th day of July 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins _____
5E3257B1CF024B9...
Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Hancock, Acting Director of Capital Development
David Osborn, Project Manager

TITLE:

Contract: Depot District Clean Fuels Technology Center Security Cameras and Access Control (Stone Security)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract and associated disbursements with Stone Security in the amount of \$236,413.18 through the Utah State Contract MA3072.

BACKGROUND:

In June 2018, UTA released a request for procurement (RFP) for the construction of the Depot District Clean Fuels Technology Center. This facility will replace the existing aging and undersized Central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. Security cameras and access control devices at selected building entrances and rooms were specified to be owner provided in the plans and specifications.

DISCUSSION:

This contract is to provide and install door access controls, wiring, and security cameras for the project.

Stone Security is contracted with the State of Utah and has successfully performed similar work for UTA in the past and understands UTA's existing systems and standards for the necessary work.

An ICE review has been performed and it has been determined that the costs are fair and reasonable.

UTA Staff is requesting approval of this contract with Stone Security in the amount of \$236,413.18. The scope is to provide and install door access controls, wiring, and security cameras for the project.

CONTRACT SUMMARY:

Contractor Name: Stone Security
Contract Number: State Contract MA3072, UTA PO 16824
Base Contract Effective Dates: June 1, 2022 - March 10, 2023
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$236,413.18
Procurement Method: State Contract
Budget Authority: Capital Project Budget

ALTERNATIVES:

Do not install security cameras or access controls.

FISCAL IMPACT:

The budget is included in the current 5-year Capital Plan, 2021-2025

ATTACHMENTS:

PO 16824

State Contract MA3072


STONE SECURITY, LLC 351 W. Lawndale Dr. SALT LAKE CITY, UT 84115			PURCHASE ORDER NUMBER OG	16824
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority	VENDOR NUMBER 1404739	PO DATE 4/4/2022
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101	SHIP TO: ATTENTION: RECEIVING 3600 S 700 W Salt Lake City UT 84119	<i>An Equal Opportunity Employer</i> 801-287-3008 www.rideuta.com	ORDER TAKEN BY DAVE M BUYER Wilson, Rick V	FOB * PAGE NUMBER 1 of 3

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 236,413.18 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010351	1/31/23	5 EA	FPO250-2C83D8E6M1 40-3102.68912	Access Power Supply 16 Output David Osborn	1518.7500	7,593.75
2	00010351	1/31/23	1 EA	FPO150-B100C8D8E4M1 40-3102.68912	12/24VDC, 12/6 Amp, 8 Outputs David Osborn	900.0000	900.00
3	00010351	1/31/23	12 EA	BT1212 40-3102.68912	Battery, 12VDC David Osborn	75.2500	903.00
4	00010351	1/31/23	6 EA	S2-LP-1502 40-3102.68912	S2 Mercury -. Intelligent Cont David Osborn	2042.0000	12,252.00
5	00010351	1/31/23	16 EA	S2-MR-52-S3 40-3102.68912	S2 Mercury - Reader Interface David Osborn	740.0000	11,840.00
6	00010351	1/31/23	3 EA	S2-MR-16IN-S3 40-3102.68912	S2 Mercury - 16 Input Module David Osborn	816.0000	2,448.00
7	00010351	1/31/23	38 EA	40NKS-00-000000 40-3102.68912	Reader - Signo 40, Switch David Osborn	268.0000	10,184.00
8	00010351	1/31/23	2 EA	20NKS-00-000000 40-3102.68912	Reader - Signo 20, Mullion,Pig David Osborn	261.0000	522.00
9	00010351	1/31/23	40 EA	DS160 40-3102.68912	REX - Exit Motion Sensor Door David Osborn	86.0000	3,440.00
10	00010351	1/31/23	40 EA	TP160 40-3102.68912	REX - Exit Motion Sensor, Trim David Osborn	1.8800	75.20
11	00010351	1/31/23	23 EA	184-12-W 40-3102.68912	Door Sensor 1" Recess, Contact David Osborn	6.0300	138.69
12	00010351	1/31/23	22 EA	4400-A 40-3102.68912	Surface Mount Switch, 36" Cabl David Osborn	39.3800	866.36
13	00010351	1/31/23	32 EA	TANE-96 BI LG 18 40-3102.68912	Sensor - Overhead Door Sensor David Osborn	36.4700	1,167.04
14	00010351	1/31/23	2 EA	HUB2A 40-3102.68912	Panic Button David Osborn	28.6800	57.36

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

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

STONE SECURITY, LLC 351 W. Lawndale Dr. SALT LAKE CITY, UT 84115						PURCHASE ORDER NUMBER OG		16824	
						Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments	
SEND INVOICE TO:		SHIP TO:		An Equal Opportunity Employer		VENDOR NUMBER		PO DATE	
AP@RIDEUTA.COM		ATTENTION: RECEIVING				1404739		4/4/2022	
669 W 200 S		3600 S 700 W		801-287-3008		ORDER TAKEN BY		FOB	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		DAVE M		*	
						BUYER		PAGE NUMBER	
						Wilson, Rick V		2 of 3	
15	00010351	1/31/23	74 EA	HARDWARE - AC MISC. 40-3102.68912	Misc. Hardware - Access Contro David Osborn	25.0000	1,850.00		
16	00010351	1/31/23	1 EA	S2-R64 40-3102.68912	S2 Licensing - Upgrade David Osborn	4141.0000	4,141.00		
17	00010351	1/31/23	16 EA	446100 40-3102.68912	Wire, 1000 ft Roll David Osborn	1160.0000	18,560.00		
18	00010351	1/31/23	14 EA	444380 40-3102.68912	Wire - 22/4 Plenum,1,000' Roll David Osborn	181.0000	2,534.00		
19	00010351	1/31/23	1 EA	INSTALLATION 40-3102.68912	Labor for Installation &Config David Osborn	74660.0000	74,660.00		
20	00010351	1/31/23	2 EA	RENTAL 40-3102.68912	Rental - Scissor Lift Electric David Osborn	1280.0000	2,560.00		
21	00010351	1/31/23	3 EA	01970-001 40-3102.68912	Axis P3715-PLVE Camera David Osborn	746.1700	2,238.51		
22	00010351	1/31/23	19 EA	02218-001 40-3102.68912	Axis P3727-PLE Camera David Osborn	1119.6700	21,273.73		
23	00010351	1/31/23	18 EA	01513-001 40-3102.68912	Axis Mount,Pendant Kit,T94N01D David Osborn	73.8700	1,329.66		
24	00010351	1/31/23	15 EA	5507-641 40-3102.68912	Axis Mount,Wall Bracket,T91H61 David Osborn	145.2500	2,178.75		
25	00010351	1/31/23	11 EA	5507-641 40-3102.68912	AxisMountCorner Bracket T91A64 David Osborn	65.5700	721.27		
26	00010351	1/31/23	2 EA	01470-001 40-3102.68912	Axis Mount Pole Bracket T91B57 David Osborn	95.4500	190.90		
27	00010351	1/31/23	1 EA	5507-451 40-3102.68912	AxisMountCeilingBracket T91B50 David Osborn	165.1700	165.17		
28	00010351	1/31/23	8 EA	01593-001 40-3102.68912	Axis P3245-LVE Camera David Osborn	580.1700	4,641.36		
29	00010351	1/31/23	8 EA	5505-871 40-3102.68912	Axis Mount,PendKit,T94N01D Pip David Osborn	40.6700	325.36		
30	00010351	1/31/23	8 EA	5504-821 40-3102.68912	Axis MountWall Bracket T91D61 David Osborn	69.7200	557.76		
31	00010351	1/31/23	15 EA	01708-001 40-3102.68912	Axis M3066-V - Fixed Vandal Do David Osborn	306.2700	4,594.05		

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STONE SECURITY, LLC 351 W. Lawndale Dr. SALT LAKE CITY, UT 84115						PURCHASE ORDER NUMBER OG		16824	
						Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments	
SEND INVOICE TO:		SHIP TO:		An Equal Opportunity Employer		VENDOR NUMBER		PO DATE	
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669 W 200 S		3600 S 700 W		801-287-3008		ORDER TAKEN BY		FOB	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		DAVE M		*	
						BUYER		PAGE NUMBER	
						Wilson, Rick V		3 of 3	
32	00010351	1/31/23	4 EA	01048-004 40-3102.68912	Axis P3807-PVE - Outdoor Fixed David Osborn	1119.6700	4,478.68		
33	00010351	1/31/23	4 EA	01505-001 40-3102.68912	Axis Mount,Pendant Kit,T94V02D David Osborn	73.8700	295.48		
34	00010351	1/31/23	4 EA	5504-821 40-3102.68912	Axis Mount,Wall Bracket, T91D6 David Osborn	69.7200	278.88		
35	00010351	1/31/23	49 EA	HARDWARE - SV MISC 40-3102.68912	Misc. Hardware - Surveillance David Osborn	20.0000	980.00		
36	00010351	1/31/23	49 EA	XPCODL 40-3102.68912	Milestone - XProtect, Device David Osborn	258.7500	12,678.75		
37	00010351	1/31/23	49 EA	YXPCODL 40-3102.68912	Milestone Care+, XProtect Corp David Osborn	51.0300	2,500.47		
38	00010351	1/31/23	49 EA	X-ITEM - PATCH CABLE 5' 40-3102.68912	Patch Cable - Cat6 PVC, 5' David Osborn	3.0000	147.00		
39	00010351	1/31/23	1 EA	INSTALLATION 40-3102.68912	Installation & Configuration David Osborn	17585.0000	17,585.00		
40	00010351	1/31/23	2 EA	RENTAL 40-3102.68912	Rental - Scissor Lift Electric David Osborn	1280.0000	2,560.00		

UTA Contract 22-03576 with Federal Clauses and Certifications Per Utah State Contract MA3072

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

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



STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Stone Security, LLC

Name

351 Lawndale Drive

Street Address

Salt Lake City

Utah

84115

City

State

Zip

Vendor # VC0000172 Commodity Code #: 99039, 92005 Legal Status of Contractor: For-Profit Corporation

Contact Name: Andy Schreyer Phone Number: +1 801-647-5114 Email: andy@stonesecurity.net

2. CONTRACT PORTFOLIO NAME: Security Systems.

3. GENERAL PURPOSE OF CONTRACT: Security Systems Monitoring Services.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY21, Solicitation# CO21-9

5. CONTRACT PERIOD: Effective Date: Thursday, April 01, 2021. Termination Date: Tuesday, March 31, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): One Half of One Percent (or 0.50%).

7. Prompt Payment Discount Details (if any): NA.

8. ATTACHMENT A: Standard Terms and Conditions for Goods and Services

ATTACHMENT B: Scope of Work

ATTACHMENT C: Pricing

ATTACHMENT D: NA

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CO21-9.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

02/03/2021

Contractor's signature

Date

02/03/2021

Director, Division of Purchasing

Date

Andy Schreyer

Chief Sales Officer

Type or Print Name and Title

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
 11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
 15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
 16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 23 April 2020)

Security Monitoring Services

ATTACHMENT B - SCOPE OF WORK

Contractor should be able to provide at least of these products and services are provided by this Contract:

1. Access Control Systems
2. Fire alarm & Protective signaling system
3. Burglar Alarms
4. Surveillance Services & Equipment
5. Others

A. GENERAL REQUIREMENTS

- Pricing should be guaranteed for a period of twelve (12) months.
- Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.
- Contractor may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Eligible User); however, it is anticipated that most work will be completed during normal business hours.
- Contractor is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Eligible User will have the final determination of competency in all matters regarding personnel provided by the Vendor.

SERVICE CATEGORIES

CATEGORY 1 – ACCESS CONTROL SYSTEMS

Contractor shall provide all aspects relating to Access Control Systems. Which includes, but is not limited to the following services:

- i. All aspects of access control system services.
- ii. Installation of new systems.
- iii. Replacement or upgrade of systems.
- iv. Removal of existing systems.
- v. Integration of various types of systems.

- vi. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work.
- vii. Maintenance and repair (including emergency repairs) of systems
- viii. Provide programming and work individually with each participating state's information technology staff when installing new or maintaining previously installed systems.

CATEGORY 2 – FIRE ALARM - PROTECTIVE SIGNALING SYSTEMS

This category is for maintaining, monitoring and installing devices including, but not limited to, smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, LED's, control panels, control equipment and so on. Contractor shall provide the following services and others:

- i. Installation of new systems.
- ii. Replacement or upgrade of systems.
- iii. Removal of existing systems.
- iv. Integration of various types of systems.
- v. Maintenance and repair (including emergency repairs) of systems.

CATEGORY 3 – BURGLAR ALARM SYSTEMS

Contractor shall provide all aspects relating to Burglar Alarm Systems. Which includes, but is not limited to the following services:

- i. All aspects of burglar alarm system services.
- ii. System Monitoring
- iii. Installation of new systems.
- iv. Replacement or upgrade of systems.
- v. Removal of existing systems.
- vi. Maintenance and repair (including emergency repairs) of systems.
- vii. Integration to existing systems as requested.
- viii. The authorized Eligible User's representative and/or designee will identify the procedures by which work requests will be assigned.

- ix. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.
- x. Designate a single point of contact who can address the programming needs of alarm systems in use throughout the Eligible User's facilities with a certified tech.

CATEGORY 4 – SURVEILLANCE SERVICES AND EQUIPMENT

Contractor shall provide all aspects relating to Surveillance Services and Equipment. Which includes, but is not limited to the following services:

- i. All aspects of cloud-based and video surveillance systems, services and equipment.
- ii. Installation, replacement and/or upgrade of systems.
- iii. Maintenance and repair (including emergency repairs) of systems.
- iv. Integration to existing systems as requested.
- v. Provide the option to use video cards for video surveillance.
- vi. Contractor must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
- vii. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them.
- viii. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.
- ix. **Contractor must review and agree to provide products that in compliance to Public Law 115-232 section 889.**

CATEGORY 5 – OTHERS

This category includes but not limited to medical alarms, industrial alarms and monitoring and so on. Contractor shall provide detailed explanation of services under this category and follow the format outlined above.

Attachment C - PRICING

Normal Business Hours (8:00am-5:00pm M-F)	\$75 per hour
After Hours (5:01pm-7:59am M-F)	\$105 per hour
Weekend/Holiday Hours	\$105 per hour
Engineering	\$95 per hour
Programming	\$95 per hour



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Jerry Van Wie, Special Projects Manager

TITLE:

Contract: Mobile App Vendor for Fare Collection (Masabi LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Masabi LLC.

BACKGROUND:

In 2017, UTA partnered with Passport to launch the GoRide mobile ticketing application. UTA has continued to use the GoRide application since the launch in 2017. However, on 9/28/21 Passport gave UTA notice they will no longer be supporting their mobile app for transit agencies. To allow time to find a replacement vendor, Passport agreed to extend the current contract 16-1624PP with UTA until 12/31/22. This extension provided UTA time to complete an RFP to find a new vendor. The RFP is complete and Masabi LLC's proposal has been selected as the best value to UTA. If approved for award, Masabi will provide an interim mobile application until the Electronic Fare Collection System Replacement Project (currently in the RFP process) is completed.

DISCUSSION:

This is an interim contract to replace the current contract with Passport which expires at the end of this year. This will allow UTA customers to have access to pay fares through a mobile app while UTA procures a second-generation Electronic Fare Collection System. Masabi will be able to submit a proposal for the Electronic Fare Collection System RFP if they choose to do so. This is a one-year contract with one additional option year to be exercised in UTA's sole discretion.

CONTRACT SUMMARY:

Contractor Name: Masabi LLC
Contract Number: 22-03574
Base Contract Effective Dates: July 27, 2022 to July 31, 2023
Extended Contract Dates: August 1, 2023 to July 31, 2024 option year
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$530,914 including base year plus one option year
Procurement Method: Request for Proposal (RFP)
Budget Authority: Fare Department Budget- 6500

ALTERNATIVES:

Without the approved contract, customers will not have a way to pay their fare using a mobile app until the Electronic Fare Collection system RFP is awarded and implemented.

FISCAL IMPACT:

Total estimated cost for Year 1	\$253,400.22
Total estimated cost for Year 2	\$277,514.40
Total cost for Years 1 and 2	\$530,914.62

ATTACHMENTS:

Contract: 22-03574CG UTA Mobile App Vendor



UTA CONTRACT NO. 22-03574
UTA Mobile APP Vendor

THIS IT SOFTWARE AND ASSOCIATED 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 Masabi LLC, (the “Contractor”).

RECITALS

WHEREAS, on May 6, 2022, UTA received competitive proposals to provide Vendor Hosted Mobile Ticketing System and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Software and Services”) according to the terms, conditions and specifications prepared by UTA in 22-03574CG UTA Mobile App Vendor (the “RFP”); and

WHEREAS UTA wishes to procure the Software and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS the Masabi 22-03574CG UTA Mobile App Vendor proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Software 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. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).



2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for the provision of Software and Services (made via purchase order or other agreed order method) until July 31st 2023 (the "Initial Term"). UTA may, at its sole election and in its sole discretion, extend the Initial Term for up to an additional one-year option period.. Extension option may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. 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. The Initial Term and any exercised extension option(s) together shall be considered the "Term" of this 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 Software 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 Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions (but excluding Part 4 of the RFP (Professional Services Contract), federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Software and Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable) and the Contractor's SaaS Special Conditions attached at Exhibit C.

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:

- UTA Contract including all attachments and terms and conditions;



- UTA Solicitation Terms (but excluding Part 4 - Professional Services Agreement); and
- Contractor's Bid or Proposal including the Contractor's SaaS Special Conditions as set out in Exhibit C.

Any Contractor proposed terms or condition which is in direct conflict with a UTA contract or solicitation term or condition (but excluding Part 4 – Professional Services Agreement), will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Software 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. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. Contractor shall invoice UTA monthly in arrears after delivery of the Software and satisfactory performance of all Services. Contractor shall submit invoices to 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
- c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld or delayed. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any undisputed claim which UTA has against Contractor under the Contract. Payment for all invoice amounts



not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

8. WARRANTY OF SOFTWARE AND SERVICES

a. Contractor warrants that all Software (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Software 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 Software 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. During the Term of this Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Software or Services that are defective or in any way fail to conform to the Contract requirements.

d. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Software will do what the Contractor's Proposal said it would do, (2) the Software will live up to all specific claims that the Contractor makes in their advertisements, (3) the Software will be suitable for the ordinary purposes for which such items are used, (4) the Software will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Software, (5) the Software has been properly designed, and (6) the Software are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Ownership of designs, drawings and work product shall be as specified in clauses 2, 4 and 6 of Exhibit C to this Contract (Contractor's SaaS Special Conditions).



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 direct third party liabilities, 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 property caused in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors PROVIDED THAT:

- (a) Contractor is given prompt notice of any such claims;
- (b) UTA provides reasonable co-operation to Contractor in the defense and settlement of such indemnified claim, at Contractor's expense; and
- (c) Contractor is given sole authority to defend or settle the indemnified claims.

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 Indemnatee, 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 sole negligence of UTA or the Indemnitees.

11. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum 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 minimum 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. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage



is written on a “following form” basis.

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 \$1,000,000

- 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) \$1,000,000

- 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. Where permitted under the terms of the Contractor’s Policy, it 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.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance policy required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this Contract are minimum limits. Larger limits may be indicated after the contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. 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 reasonable prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium. 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.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Where permitted under the terms



of their respective policies, sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not usually acceptable from sub-contractors. Where permitted under the terms of their respective policies, Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- 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**

- 12.1 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 of any third-party Intellectual Property Rights (“IPR Claim”) 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 an IPR Claim and Contractor shall pay all damages and costs awarded therein against UTA due to such IPR Claim. In case any Good or Service is in such suit held to constitute such an infringement or an injunction relating to an IPR Claim 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 Software and Services such that the claimed infringement is eliminated, provided that in no circumstances shall the Contractor, its officers, directors, employees, agents or sub-contractors be liable to UTA to the extent that the alleged infringement is based on:
- a. a modification of the Licensed Products by anyone other than the Contractor or combination of the Licensed Products with any other third party services, systems or items;
 - b. UTA’s use of the Licensed Products in a manner contrary to the instructions given to UTA by the Contractor; or
 - c. UTA’s continued use of the Licensed Products after receipt of a notice of the alleged or actual infringement from Contractor or any appropriate authority.



- 12.2 In the defense or settlement of any claim, the Contractor may procure the right for UTA to continue using the Licensed Products or to replace or modify the Licensed Products so that they become non-infringing or, if such remedies are not reasonably available, to terminate this Contract on ten (10) Business Days' written notice to UTA without any additional liability or obligation to pay liquidated damages or other additional costs to UTA above and beyond the indemnification obligation described in para. 12.1 above.
- 12.3 In no circumstances shall the Contractor, its officers, directors, employees, agents or sub-contractors be liable to UTA to the extent that the alleged infringement is based on:
- a. a modification of the Licensed Products by anyone other than the Contractor or combination of the Licensed Products with any other third-party services, systems or items;
 - b. UTA's use of the Licensed Products in a manner contrary to the instructions given to the UTA by the Contractor; or
 - c. UTA's continued use of the Licensed Products after receipt of a notice of the alleged or actual infringement from the Contractor or any appropriate authority.

"Licensed Products" has the meaning set out in clause 4.1 of the Contractor's SaaS Special Conditions as set out in Exhibit C.

"Intellectual Property Rights" means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semiconductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time.

- 12.4 Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens made or filed against UTA on account of any Software 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 Software 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 Software 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.

- 12.5 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.
- 12.6 Contractor's indemnity obligations in this section 12 shall only apply PROVIDED THAT:
- a. Contractor is given prompt notice of any such claims;
 - b. UTA provides reasonable co-operation to Contractor in the defense and settlement of such indemnified claim, at Contractor's expense; and
 - c. Contractor is given sole authority to defend or settle the indemnified claims.

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 Contractor's Proposal) negotiated with respect to the Services. 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 Services 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.

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 UTA and 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. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. 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

Save in respect of an assignment to i) an affiliate of the Contractor or ii) in connection with the sale of the Contractor's business which would not materially affect the service provided under the contract, the Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA (such consent not to be unreasonably withheld or delayed), and any attempted transfer in violation of this restriction shall be void.

18. SUSPENSION OF WORK

- a. Where the Contractor is in material breach of this contract, UTA may by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Services called for by this Contract. 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 the Services 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.

19. TERMINATION

a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing at least thirty (30) days' written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay the Termination for Convenience Charges (defined below) to the Contractor: UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has



any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

“Termination for Convenience Charges” means (i) payment for all work performed by the Contractor up to the date of termination; (ii) the cost to terminate subcontracts that support the Contractor’s provision of the Services; (iii) Sunk Costs; and (iv) any other unavoidable costs or expenses incurred by Contractor as a result of UTA’s termination for convenience.

“Sunk Costs” means all costs committed, incurred or expended by Contractor (i.e. money that has already been spent or committed costs) and supply chain costs which cannot be recovered and include, but are not limited to, the costs of materials/products that cannot be returned, sold or used for other contracts.

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 Software and Services using other contractors or UTA’s own forces, in which event Contractor shall be liable for all reasonable incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

If UTA (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; or (e) fails to comply with any of its material obligations under the Contract, the Contractor may, in its discretion, after first giving UTA thirty (30) days’ written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and, in which event UTA shall be liable for all reasonable incremental costs so incurred by the Contractor;
2. Pursue other remedies available under the Contract (regardless of whether the



termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **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) subject to clause 9 of this Contract and the provisions of Exhibit C, deliver to UTA all data, drawings and other deliverables due to it, whether completed or in process. 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 all undisputed 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). All rights and remedies provided in this Article are cumulative and not exclusive. 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 Software and Services furnished by Contractor prior to termination.

20. **CHANGES**

- a. The parties may mutually agree, at any time, by written order designated or indicated to be a Change Order, to direct changes in the Services including, but not limited to, changes:
 1. In the Scope of Services;
 2. In the method or manner of performance of the Services; or
 3. In the schedule or completion dates applicable to the Services.

To the extent that any change in Services causes an actual and demonstrable impact to: (i) Contractor's cost of performing the Services; or (ii) the time required for the Services, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be agreed by the parties 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 shall also be entitled to an equitable adjustment to address the actual and



demonstrable impacts of “constructive” changes in the Services 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 Services 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 the Services 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 clause 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. Contractor’s failure to provide timely written notice as provided above shall constitute a waiver of Contractor’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 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 the Services. 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 clause 28 of this Contract.

21. 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, 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. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall, on fourteen (14) days’ prior written notice be made available for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Subject to any existing confidentiality obligations, copies of requested records shall be furnished



to UTA or designated audit parties upon request.

22. FINDINGS CONFIDENTIAL

“Confidential Information” means all information that a reasonable person in the position of the recipient would consider to be of a confidential nature (whether or not marked as confidential) including software, computer programs, codes, technology, test data, architectures, hardware configuration information, algorithms, formulas, processes, ideas, inventions, discoveries, concepts, prototypes, designs, drawings, engineering, schematics and other technical, business, financial and present or future products or services, and services and product development plans, forecasts, customer lists, current and anticipated customer requirements, strategies or other information, but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information.

- 22.1 Each party shall ensure, in respect of all Confidential Information obtained by or on behalf of it from or relating to the disclosing party, any affiliate of the disclosing party, or the disclosing party’s employees or agents in connection with this Contract or its performance, that it:
- a. does not disclose it to any person except where and to the extent expressly permitted under clause 22.2;
 - b. maintains it in confidence and takes all reasonable precautions to prevent any unauthorized disclosure or use of it including taking at least the same steps to protect it as it does with its own confidential information; and
 - c. uses it only to perform its obligations or exercise or evaluate its rights under this Contract.
- 22.2 Each party may disclose such Confidential Information only to those of its officers, employees, agents, sub-contractors and professional advisors who both:
- a. need to know it to enable this Contract to be performed or to enable that party to evaluate or enforce its rights or obligations under this Contract; and
 - b. are informed of the non-disclosure obligations imposed by this clause 24 and upon whom similar obligations of confidentiality are placed and enforced by that party.
- 22.3 Each party shall be liable for the acts and omissions of the persons to whom it discloses Confidential Information as permitted under clause 22.2 as if they were that party’s own acts and omissions.



- 22.4 If either Party becomes aware of any unauthorized disclosure of the other's Confidential Information, it shall immediately notify the other Party and promptly comply with all reasonable requests from that Party to prevent further disclosure.
- 22.5 Regardless of anything to the contrary in this clause 22, each party shall be entitled to disclose Confidential Information to the extent that it is obliged to disclose it by law, or by a court, tribunal or competent regulatory body, or recognized stock exchange (in which case the receiving party shall, to the extent that it is legally permitted to do so, give the party which has disclosed the information prompt notice of the relevant order) and shall be entitled to freely use and disclose its own Confidential Information.
- 22.6 This clause shall survive the termination or expiration of this Contract.

23. 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.

24. PROJECT MANAGER

UTA's Project Manager for the Contract is Tiffany Conners, 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) 287-2213.

25. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Chad Gonzales, 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) 287-3013.

26. 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.

27. 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: Chad Gonzales
669 West 200 South
Salt Lake City, UT 84101
C.gonzales@rideuta.com

If to Contractor:

Masabi LLC
ATTN: Jeff Nullmeyer/General Counsel

jeff@masabi.com/legal@masabi.com

a. 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.

28. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract 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.

b. 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.

c. 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.



d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's Jeff Nullmeyer	Five calendar days
UTA's Troy Hamilton/Contractor's Jeff Nullmeyer	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, then 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.

29. 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 court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

30. COSTS AND ATTORNEY FEES.

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

31. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees that will be not engage in any type of boycott against the State of Israel for



the duration of this contract.

32. 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.

33. AMENDMENTS

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

34. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God, war, epidemics and pandemics, other catastrophes, failure of a utility service or transport or telecommunications network, default of suppliers or sub-contractors, accident, breakdown of plant or machinery, compliance with any law or governmental order, rule, regulation, direction or other "force majeure" events beyond the parties' reasonable control (collectively, "**Force Majeure Event**"). If any such Force Majeure Event occurs, the affected party shall provide immediate written notice to the other party and the time for performance (and any milestone dates) for the affected party will be extended for a period of time equal to the duration of the delay caused by the Force Majeure Event. Either party may terminate the Contract on written notice to the other party where such delay or default prevents successful performance of the Contract for a period exceeding sixty (60) days.

35. NO THIRD PARTY BENEFICIARIES

The parties enter in to 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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, clauses 6, 9, 10, 11, 12, 21, 22, 28, 29, 30 and 39 of this Contract and clause 7 of Exhibit C.

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:

By _____

By _____

By _____

Masabi LLC

DocuSigned by:
By Jeff Nullmeyer
2BC38F0BF5CD4F4...

Name Jeff Nullmeyer

Title Sr. Business Development Manager

Approved as to Form

DocuSigned by:
Michael Bell 7/7/2022
70E33A415BA44F6...
UTA Legal Counsel

EXHIBIT A



SOFTWARE DESCRIPTION AND STATEMENT OF SERVICES

- Contractor to provide UTA with an interim mobile ticketing system that is vendor-hosted and account-based. Patrons must be able to utilize this mobile app to purchase fare tickets through this app and through the Transit App, Google Maps, Apple Maps, etc. This system must support UTA's fare structure, including flat fares, discounted fares, station-based fares, and fare caps.
- Contractor's solution will be capable of handling both visual and electronic scanning verification methodologies.
- Contractors will support core functions such as fare validation and payment processing.
- Contractor will also conduct an extensive testing that will ensure that all elements and subsystems meet UTA's requirements and include testing by Contractor staff and UTA's project personnel. Contractor will also conduct a deep training program from its modular training catalog to ensure all UTA staff are prepared and ready to support the new solution.
- Contractor will deploy the following functionality:
 - UTA Branded Retail App: the branded mobile ticketing app powered by the Justride Retail SDK that allows riders to purchase, use mobile tickets and manage their account branded for UTA.
 - Customer Web Portal: Responsive UTA branded website which enables riders to manage their accounts and purchase tickets/stored value from the web. It opens up new options for riders who do not use mobile phones as they can (at UTA's discretion) print paper tickets and manage/top-up smart cards (when deployed).
 - Partner Portal: It enables institutions to distribute tickets (in bulk or one at a time) or SVA funds to their stakeholders using a web interface at no direct cost to the rider. This can be used by social service organizations, corporations, universities, or other partners.
 - Vendor Portal: A retail solution for ticket office windows and smaller stores with a web-capable computer available to run the user interface. It offers the ability for UTA riders to deposit cash into their SVAs for future use or to pay cash to



- purchase mobile tickets in the store.
- Visual Validation: a secure and reliable validation mechanism described in section Visual Validation.
 - Stored Value Accounts: A transit credit balance (ledger) held in the Justride back-office against a rider's account that can be used by the rider to pay for travel at a later point, acting as a funding source for transit riders with the agency or other mobility services.
 - Hub Back Office: Contractor will configure and deploy the web-based back office to allow UTA staff to manage customer accounts and respond to customer service requests, see all revenue and ridership data through various reporting and analytics tools, and manage UTA's fare policy through the tariff. Different tariffs can be configured and set up by authorized agency staff or by Contractor on behalf of UTA through the Hub. Regardless of fare media or the front end, all fare products are controlled through a single tariff file.
 - Migration from GoRide App



EXHIBIT B

PRICING

Pricing for the year 1 and option year 2 will be based on UTA's estimated mobile ticket sales. UTA projects mobile ticket sales are estimated to be as follows:

Mobile Ticketing Program						
DS	Deployment Services	Unit	Quantity	Unit Cost	Extended Cost	Currency
1.0	Project Management Mobile Ticketing Deployment					
1.01	Project Management, Training and Integration Support					
1.01	Subtotal Project Management, Training and Integration Support				0.00	
1.0	Subtotal Project Management Mobile Ticketing Deployment				0.00	
DS	Subtotal Deployment Services				0.00	
O1	Item Description	Unit	Quantity	Unit Cost	Extended Cost	Currency
2.0	Operation Base Costs Year 1					
2.01	Transaction Revenue Share					
	Transaction Revenue Share to Masabi	%	2,700,000.00	2.00%	54,000.00	USD



2.01	Subtotal Transaction Revenue Share				54,000.00	
2.02	Retail Network Sales Year 1					
	InComm Retail Network Transaction Fee*	%	189,000.00	3.50%	6,615.00	USD
	*Assumed 7% of riders					
	T-CETRA Retail Network Transaction Fee**	%	54,000.00	4.50%	2,430.00	USD
	**Assumed 2% of riders					
2.02	Subtotal Retail Network Sales Year 1				9,045.00	
2.03	Payment Processing Fees Year 1					
	IC/Assessment*	%	2,457,000.00	5.00%	122,850.00	USD
	Gateway + Acquiring*	\$	425,087.00	0.06	25,505.22	USD
	* Assumed average transaction size of \$5.78					
2.03	Subtotal Payment Processing Fees Year 1				148,355.22	
2.04	Transit Ticketing Integration Year 1					
	Transit Ticketing Integration (monthly)	month	12.00	3,500.00	42,000.00	USD
2.04	Subtotal Transit Ticketing Integration Year 1				42,000.00	
2.0	Subtotal Operation Base Costs Year 1				253,400.22	



2.0	Subtotal Item Description				253,400.22	
OC	Item Description 2	Unit	Quantity	Unit Cost	Extended Cost	Currency
3.0	Operation Base Costs Year 2					
3.01	Transaction Revenue Share Year 2					
	Transaction Revenue Share to Masabi	%	3,000,000.00	2.00%	60,000.00	USD
3.01	Subtotal Transaction Revenue Share Year 2				60,000.00	
3.02	Retail Network Sales Year 2					
	InComm Retail Network Transaction Fee*	%	189,000.00	3.50%	6,615.00	USD
	*Assumed 7% of riders					
	T-CETRA Retail Network Transaction Fee**	%	54,000.00	4.50%	2,430.00	USD
	**Assumed 2% of riders					
3.02	Subtotal Retail Network Sales Year 2				9,045.00	
3.03	Payment Processing Fees Year 2					
	IC/Assessment*	%	2,757,000.00	5.00%	137,850.00	USD
	Gateway + Acquiring*	\$	476,990.00	0.06	28,619.40	USD
	* Assumed average transaction size of \$5.78					



3.03	Subtotal Payment Processing Fees Year 2				166,469.40	
3.04	Transit Ticketing Integration Year 2					
	Transit Ticketing Integration (monthly)	month	12.00	3,500.00	42,000.00	USD
3.04	Subtotal Transit Ticketing Integration Year 2				42,000.00	
3.0	Subtotal Operation Base Costs Year 2				277,514.40	
3.0	Subtotal Item Description 2				277,514.40	

Total estimated cost for Year 1	\$253,400.22
Total estimate cost for Year 2	\$277,514.40
Total cost for Years 1 and 2	\$530,914.62

Definitions

1. Agency. Transit agency client of Masabi
2. Customer. Passenger of the transit agency

Pricing Notes & Assumptions: All pricing and commercial proposals provided within this document are subject to the following assumptions:

1. Any applicable sales taxes are excluded from the above pricing and will be passed to the Agency.
2. No import duties or levies are included in this quotation.
3. No travel expenses are included in this proposal except for installation if explicitly quoted.
4. Where Masabi acts as merchant of record, payment processing fees are charged on the following basis:
 - a. Third-party interchange and assessment payment processing fees are passed through at cost. Interchange and assessment fees are set by the payment



networks, i.e. Visa, Mastercard , Amex and Discover. They are made up of both fixed and variable rates and may vary based on card type, transaction volume, transaction size, level of chargebacks and any future changes in rates as set by card companies, together with;

- b. 6 cents US dollar per authorization fee covering gateway and acquiring services.
5. Chargebacks shall be processed as follows:
- a. Any credit card chargebacks initiated by an end user for any reason with respect to fare product shall be charged back to the Agency
 - b. A challenge disputing a chargeback may be initiated by Masabi directly or by the Agency.
 - c. Masabi shall present chargebacks on a timely basis to the Agency for review. Should the Agency wish to challenge a chargeback, the Agency shall provide Masabi details and information to support the challenge. Masabi will submit the challenge to the credit card processing company on the Agency's behalf. There can be no guarantee the claim will be successful.
 - d. Successful challenges will be rebated to the Agency less any fees as charged by the credit card processing company on the subsequent remittance to the Agency.
6. Transaction fees:
- a. A Transaction is defined as the issuance of a product using the Justride platform, including the purchase or issuance of a ticket or pass, the use of stored value funds associated with an account-based token, and/or the use of a contactless credit card or digital payment wallet.
 - b. Transaction fees shall apply to all products for which a transit agency receives revenue (less refunds and chargebacks), either directly from the passenger or through a third party.
 - c. Transactions that are paid for by a third party instead of directly by a passenger (e.g. those that may be sponsored by employers) will incur a transaction fee applied to the Commercial Value of tickets or passes sold
 - i. Commercial Value is defined as the value that the Agency charges other entities and organizations for their products. The Agency will provide Commercial Value to Masabi in order to launch the Partner Portal for a partner organization.
 - ii. Products with zero Commercial Value will not incur a transaction fee.



- Hardware is priced based on the number of validators outlined in the RFP. Should less be required Masabi reserves the right to adjust pricing accordingly.
- Stanchions: After project kick off, a fleet survey will be conducted across the agency's fleet to determine the best placement for the validators. Depending on the onboard layout and agency requirements, there may be a need to create a custom stanchion to mount the validators appropriately. If this is the case, this will imply additional costs to design them, samples production, shipping to the agency to confirm the fitting, etc. that are not included in this proposal as cannot be determined at this time.

Initial Deployment Services

- Initial Deployment Services are quoted and priced based on the initial project schedule, scope and milestones as outlined in the contract award or RFP response.
- Optional items are not subject to the initial scope of services and will be priced and quoted when such options are executed during the contract term.
- Masabi reserves the right to charge additional services fees if the following occurs:
 - a. material changes of scope, timeline or additional Justride options executed
 - b. periods of prolonged project delay caused by an agency or a third party of the agency
 - c. additional services are charged at the rate card provided or executed via change orders to the contracted agreements.

Payment Terms:

- Masabi's pricing has been submitted assuming that payment milestones will be negotiated during the contract phase upon award. Hardware pricing assumes payment of 50% upon order.
- If Masabi acts as the Merchant of Record (MoR), platform fees will be deducted from the monthly remittance of revenues to the operator. Masabi will provide the agency with the detailed reconciliation between the fare revenue being remitted and any charges deducted.
- All other payments are on strict 30-day terms from invoice, with payments made through ACH or wire transfer. Checks are not accepted.

Contract Extensions, Inflationary Price Increases:

- Pricing shall be fixed for the contract term and pricing for any new contractual term will be re-evaluated accordingly.



1. Definitions

In this Exhibit B, the following words shall have the following meanings:

"Additional Services" means (i) any services in addition to the Platform Services including (but not limited to) ad-hoc support and maintenance, consulting services and custom development that, at UTA's request (and with the Contractor's agreement), is provided by the Contractor to the UTA from time to time; and (ii) implementing changes to the initially deployed configuration of the Justride Platform and/or Product customization that may be agreed between the parties in accordance with clause 20 of this Contract. All Additional Services shall be priced using the Rates along with all reasonable and proper travel and subsistence expenses incurred in the performance of the Additional Services to be charged by the Contractor in addition to the agreed Charges, all as notified to the UTA in writing in advance of such reasonable and proper expenses being incurred;

"End User" means the end users (i.e. passengers) who are authorized by the UTA to access or use any Justride Platform (via the Justride Retail Mobile App) to purchase a Product;

"Justride Platform" means components of the Contractor's Justride transit fare payments platform (IT systems and software - known as 'the Justride Platform') as detailed in the Contractor's Proposal and including the Justride Hub and Justride Retail Mobile App, Justride Inspect Software and Justride SDK (as each defined in Exhibit C (Contractor's SaaS Special Conditions)) as described in the Contractor's Proposal and as deployed to and configured for UTA;

"Platform Services" means the Justride Platform configuration and implementation services described in the Contractor's Proposal;

"Product" or "Ticket" means a ticket, pass, voucher, or similar mechanism which can be used to redeem transportation services from the UTA;

"Rates" means the Contractor's then standard time and materials rates provided to the UTA on request from time to time;

2. Charges

2.1 In consideration of the provision of the Services by the Contractor, the UTA shall pay the Contractor both the Monthly Services Fee and the Contractor's Revenue Share (together the "Charges").



2.2 The Contractor shall be solely responsible for collecting End User payments and the remittance of such funds to the UTA less any relevant deductions, including (i) the Monthly Services Fee; and (ii) the Contractor's Revenue Share.

2.3 In addition to the Monthly Services Fee and the Contractor's Revenue Share, the Contractor shall be entitled to charge the UTA for:

- a. any Additional Services calculated in accordance with the Rates; and
 - b. any reasonable and proper travel and subsistence expenses incurred by the Contractor in the performance of the Services as agreed between the parties in writing in advance of such reasonable and proper expenses being incurred,
- and shall be entitled to invoice for such amounts at any time after the end of the month in which the relevant Additional Services were performed or expenses were incurred (as the case may be).

2.4 In circumstances where the Contractor has not received payment within 60 days after the due date for payment as set out in its invoice, and without prejudice to any other of its rights and remedies, the Contractor may:

- a. without liability to the UTA, suspend provision of the Justride Platform and/or the Services until payment of the relevant invoice(s) are made to the Contractor in full and cleared funds. Any reasonable costs incurred by the Contractor as a result of such suspension shall be borne by the UTA; and
- b. charge interest from the date due for payment to the actual date of payment (whether before or after judgment) at the rate of 4% per annum above the Bank of England base rate from time to time in force calculated daily and compounded quarterly.

2.5 All amounts and fees stated or referred to in this contract:

- a. shall be payable in USD;
- b. are, non-cancellable and non-refundable and shall be paid in full without any set-off or counterclaim (other than any set-off that cannot be lawfully excluded); and
- c. are exclusive of the applicable sales taxes, which shall be added to the Contractor's invoice(s) at the prevailing rate.



Contract Extensions, Inflationary Price Increases:

- Pricing shall be fixed for the Term and pricing for any new contractual term will be re-evaluated accordingly.
- Please note that any item priced as an option e.g. smartcards, SAMs, additional JRVs etc. may be subject to market condition pricing fluctuations when the option is exercised. If there has been a pricing change, the Contractor shall notify UTA at the time it elects to exercise the option.



EXHIBIT C

CONTRACTOR'S SAAS SPECIAL CONDITIONS

DEFINITIONS

1.1 In this Exhibit C, the following words shall have the following meanings:

"API" means the application programming interface;

"App" or **"Justride Retail Mobile App"** means the component of the Contractor's Justride Platform that is a white-labelled mobile application provided to UTA and branded for UTA for the purpose of selling Products to End Users;

"Applicable Laws" means, with respect to any person, property, transaction, event or other matter, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law applicable in Utah, United States and relating to or applicable to such person, property, transaction, event or other matter;

"Authorized User(s)" means the UTA employees who are authorized by UTA to access the Justride Platform;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales or in the States of Utah and New York, USA;

"UTA Data" means the data inputted by UTA, Authorized Users and/or End Users in the course of using the Services;

"Documentation" means the standard user documentation identified as such in writing by the Contractor and made available to UTA by the Contractor from time to time which sets out a description of the elements/functionality of the Justride Platform to which it relates. However, it shall not include any advertising or other promotional material in respect of the Justride Platform;

"End User" means the end users (i.e. passengers) who are authorized by UTA to access or use any Justride Platform (via the Justride Retail Mobile App) to purchase a Product;

"in-App End User Terms" means the terms for download, license and use of the Justride Retail Mobile App for purchase of Products, as finally decided by UTA but materially in



the form of the End User T&Cs set out at Exhibit D (in-App End User Terms);

"Intellectual Property Rights" means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time;

"Justride Hub" means the Contractor's responsive web back-office called the 'Hub' or 'Justride Hub' which offers UTA a self-service consumer-grade user experience for securely operating the Justride Platform. Hub functionality encompasses tariff administration, UTA services handling, all types of fare media, tariff setup, validation device management, reporting and analytics;

"Justride Inspect Software" means a software component of the Contractor's Justride Platform that is used to confirm the validity of Products used by End Users when travelling on UTA's transport service and which runs as an enterprise application on any mobile device running iOS or Android or as a software layer running on on-vehicle devices with suitable software and with hardware specifications, which may comprise the Justride Inspect Mobile App and/or the Justride Inspect SDK;

"Justride Platform" or "App" means components of the Contractor's Justride transit fare payments platform (IT systems and software - known as 'the Justride Platform') as detailed in the Contractor's Proposal and including the Justride Hub and Justride Retail Mobile App, Justride Inspect Software and Justride SDK as deployed to and configured for UTA (as applicable);

"Licensed Products" has the meaning given in clause 12.1 of this Contract;

"Platform Services" means the Justride Platform configuration and implementation services described in the Contractor's Proposal;

"Product" or "Ticket" means a ticket, pass, voucher, or similar mechanism which can be used to redeem transportation services from UTA;



“Scope of Support Services Document” means the Contractor's support services (and service level agreement) for the Services and Justride Retail Mobile App (the app support being in-App support) set out in Exhibit E (Contractor Support Services and SLA) as amended by subsequent notification to UTA from time to time. Exhibit H outlines the Contractor’s support programs, the process for supporting and managing inbound UTA and agency requests and also provides a detailed description of the Contractor ‘Incident Support Management’ process and the service level agreements (SLAs) for the Contractor to respond and resolve critical incidents;

“SDK” means the Contractor’s Software Development Kit(s);

"Services" means the services provided or to be provided under this Contract (as the case may be) and which shall comprise the Platform Services, Support Services and the Additional Services (if any);

“Support Services” means the support services to be provided in accordance with the provisions of the Scope of Support Services Document;

“Term” has the meaning set out in clause 2 of this Contract (Term);

“Territory” means the Utah, USA and any other municipality or administrative area as agreed to by the parties in writing;

"Update(s)" means a software release that fixes known bugs or adds new features and/or functionality to the Licensed Products; and

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1. SERVICES

- 1.1 In consideration for and subject to payment of the Charges set out in Exhibit B and the other terms of this Contract, the Contractor shall provide to UTA, from the Effective Date and throughout the Term:



- a. access to and use of the Justride Platform as set out in clause 3 of this Exhibit C and any agreed implementation plan;
 - b. the Platform Services;
 - c. the Support Services; and
 - d. any requested Additional Services as may be agreed in writing between the parties from time to time.
- 1.2 The Contractor shall display, and list the Products on the Justride Retail Mobile App and resell the Products through the Justride Retail Mobile App and shall accept and process orders for and take payments for such Products through the Justride Retail Mobile App as merchant of record.
2. **TRANSIT AGENCY DATA**
 - 2.1 UTA shall own all right, title and interest in and to all of the UTA Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the UTA Data. The Contractor shall not use or copy the UTA Data other than for the purposes of providing the Justride Platform and Services under this Contract. UTA acknowledges and agrees that the Contractor shall be entitled to generate analyses and meta-data from the use of the Justride Platform for the purposes of monitoring and improving the Justride Platform, developing new services and for yhe Contractor’s other business purposes (the “**Contractor Data**”). The Contractor shall own all of the Intellectual Property Rights in the Contractor Data (which shall be considered the Confidential Information of The Contractor) and shall be entitled to freely use and exploit it, provided that the Contractor shall ensure that such data cannot be used to identify any individual and is only published in aggregated format in a manner that does not enable UTA, its Authorized Users or End Users to be identified.
 - 2.2 The Contractor shall follow its archiving procedures for UTA Data as set out in its standard data back-up policies available on its UTA web portal or other such location as may notified to UTA from time to time. In the event of any loss or damage to UTA Data, UTA’s sole and exclusive remedy shall be for the Contractor to use reasonable commercial endeavors to restore the lost or damaged UTA Data from the latest back-up of such UTA Data maintained by the Contractor in accordance with its archiving procedure. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION OR DISCLOSURE OF TRANSIT AGENCY DATA CAUSED BY ANY THIRD PARTY (EXCEPT THOSE



THIRD PARTIES SUB-CONTRACTED BY THE CONTRACTOR TO PERFORM SERVICES RELATED TO TRANISIT AGENCY DATA MAINTENANCE AND BACK-UP).

- 2.3 The Contractor shall, in providing the Justride Platform and Services, comply with its policies relating to the privacy and security of the UTA Data available on its web portal or other such location as may be notified to UTA from time to time, as such document may be amended from time to time by the Contractor at its sole discretion.
- 2.4 If the Contractor processes any personal data on UTA's behalf when performing its obligations under this Contract, the parties record their intention that UTA shall be the data controller and the Contractor shall be a data processor and in any such case:
- a. The Contractor uses AWS servers located in the USA in order to provide the services offered by the Justride Retail Mobile App. However, personal data may be accessed by the Contractor's employees in locations outside the USA for the purposes of supporting the Justride Platform and providing the Services. UTA acknowledges and agrees that the personal data may be accessed from outside of the country where UTA and/or the End Users are located for the purposes of supporting the Justride Platform and providing the Services, and the Contractor's other obligations under this Contract, subject to each End User's agreement of the in-App End User Terms which make clear the location in which the personal data may be accessed from;
 - b. UTA shall ensure that it is entitled to transfer the relevant personal data to the Contractor so that the Contractor may lawfully use, process and transfer the personal data in accordance with this Contract on UTA's behalf;
 - c. UTA shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data privacy legislation;
 - d. The Contractor shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by UTA from time to time; and
 - e. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.



3. SYSTEMS ACCESS & USE

- 3.1 Each party shall take reasonable steps to minimize the risk of the transmission of Viruses from that party's systems to the systems of the other party or its third-party contractors.
- 3.2 The Contractor shall not (and shall promise that its staff and contractors shall not) access or use UTA's IT systems or UTA Data other than to the extent reasonably required to enable the Contractor to perform its obligations or exercise its rights under this Contract.
- 3.3 UTA shall not (and shall use its reasonable commercial endeavors to procure that its Authorized Users and End Users shall not) access or use the Justride Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Contract.
- 3.4 UTA (i) shall use all reasonable commercial endeavors to reduce levels of fraud and/or chargebacks in relation to the Products; and (ii) shall not (and shall use all reasonable commercial endeavors to procure that the End Users shall not) access or use the Justride Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Contract. "Reasonable commercial endeavours" includes:
 - a. preventing access to the App by an End User upon the Contractor informing UTA in writing of suspected fraudulent activity by such End User;
 - b. voiding Products where requested by the Contractor from time to time due to the Contractor having a reasonable suspicion of fraudulent activity by the relevant End User; and
 - c. placing a warning to End Users in the In-App End User Terms of the potential consequences of suspected fraudulent activity (as set out in in clauses 3.4(a) and (b) above), in relation to the End User's use of the Justride Retail Mobile App and Products, provided that nothing in this clause 3.4 requires UTA to do anything that is not in compliance with all Applicable Laws and regulations (which, for the avoidance of doubt, includes Utah consumer law).
- 3.5 The Contractor shall be entitled to suspend or restrict access to the Justride Platform in whole or in part at any time without liability to UTA where:



- a. The Contractor reasonably considers that this is necessary to protect the Justride Platform or the data held on it or the systems of any other customer of the Contractor;
or
 - b. The Contractor reasonably considers that UTA or the relevant Authorized User or End User (as the case may be) is seeking to access or use the Justride Platform other than in accordance with this Contract.
- 3.6 The Contractor shall notify UTA in writing as soon as reasonably practicable of any suspension or restriction under clause 3.5 above. The Contractor shall also restore access to the Justride Platform promptly after the matter that led the Contractor to restrict or suspend access has been resolved to the Contractor's reasonable satisfaction.

4. LICENCE

- 4.1 Throughout the Term and subject to the Licence Restrictions set out in clause 4.2 below, the Contractor grants to UTA a right to pass-through by way of sub-licence to UTA, a non-exclusive, royalty-free licence to access and use the Justride Platform, the Documentation and the outcomes of any Additional Services in the Territory in connection with the Services and as contemplated under this Contract (the "**Licensed Products**"). UTA shall have a right to use and receive all Updates free of charge during the Term of this Contract. UTA shall also be entitled to receive software Updates to onboard hardware, free of charge, as the Contractor may release such Updates during the Term of this Contract.
- 4.2 **Licence Restrictions:** UTA shall not:
- a. copy any part or all of the Licensed Products except as and to the extent expressly required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable), or as contemplated in (and expressly permitted by) this Contract;
 - b. alter, adapt, modify, translate, reverse engineer, disassemble or decompile the Licensed Products in any way or for any purpose, including without limitation, for error correction, except as and to the extent expressly permitted by this Contract or as required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable);



- c. except as permitted under clause 4.2(b) above, remove, change or obscure any aspect of the Licensed Products identification or notice of proprietary rights and restrictions on or in relation to the Licensed Products;
- d. incorporate any part or all of the Licensed Products, or knowingly allow them to be incorporated, into any other product or documentation other than strictly as and to the extent contemplated by and for the purposes of using the Licensed Products in accordance with this Contract; or
- e. load, use or sub-licence or otherwise make available any or all of the Licensed Products otherwise than as expressly permitted by this Contract.

5. UTA'S ADDITIONAL OBLIGATIONS

5.1 UTA shall provide the Contractor with:

- a. all necessary co-operation in relation to this Contract; and
- b. all necessary access to such information as may be required by the Contractor

in order to provide the Services, including but not limited to, UTA Data, security access information and configuration services.

5.2 UTA shall:

- a. ensure that its Authorized Users use the Services in accordance with the terms and conditions of this Contract and shall be responsible for any Authorized User's breach of this Contract as if it was UTA's own;
- b. use all reasonable commercial endeavors as specified in clause 3.4 above to procure that its End Users use the Services in accordance with the in-App End User Terms;
- c. comply with all Applicable Laws and regulations with respect to its activities under this Contract;
- d. carry out all other UTA obligations set out in this Contract in a timely and efficient manner. In the event of any delays in UTA's provision of such assistance as agreed by the parties, the Contractor may adjust any agreed timetable or delivery schedule as reasonably necessary;



- e. cooperate with the Contractor and use best endeavors to assist the Contractor in enforcing any applicable terms against UTA's End Users;
- f. obtain and shall maintain all necessary permits, licenses, consents, and permissions necessary for it to perform its obligations under this Contract;
- g. ensure that its network and systems comply with the relevant specifications provided by the Contractor from time to time; and
- h. be solely responsible for:
 - i) procuring and maintaining its network connections and telecommunications links from its systems to the Contractor's data centers;
 - ii) rectification of all problems, conditions, delays, delivery failures; and
 - iii) all other loss or damage arising from or relating to UTA's network connections or telecommunications links or caused by the internet;
- i. comply with its obligations in the in-App End User Terms in respect of all Products when they are used by End Users and shall provide the End Users with the services described in the Products in accordance with those terms (the "**Transport Services**"). UTA shall indemnify the Contractor against all liabilities, losses, demands, claims, damages, settlements, fines, costs and expenses (including all legal and other professional fees and expenses) arising out of or in connection with the provision, failure to provide or defective provision of such Transport Services;
- j. validate the validity of each Product sold when it is used, by means of either visual validation or scanning. UTA agrees that the Contractor's obligations in relation to the Products are limited to the sale of Products to End Users via the App and validation of products via the Justride Inspect Software and UTA shall remain responsible and liable for the provision of the underlying Transport Services to which the Products relate; and
- k. provide training to its present and future operations staff in relation to the Products as specified in writing to it by the Contractor. UTA shall also provide first line support to End Users in respect of the Products and the App. UTA shall provide this support with reasonable care and skill.



6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 UTA acknowledges and agrees that the Contractor and/or its licensors own all Intellectual Property Rights in the Licensed Products. With the exception of any rights in the UTA Data (which shall belong to UTA on their creation), all Intellectual Property Rights created by the Contractor in the course of the performance of the Services or any other of the Contractor's obligations under this Contract shall belong to the Contractor. All Intellectual Property Rights created by UTA in the course of the performance of the obligations or exercise of UTA's rights under this Contract shall belong (as applicable) to UTA.
- 6.2 Except as expressly stated herein, this Contract does not grant UTA any rights to, under or in, any Intellectual Property Rights in the Justride Platform, Platform Services or the outcomes of any Additional Services.
- 6.3 UTA grants to the Contractor a non-exclusive, royalty-free licence for the use of its company name and any company logos for the purposes of the Contractor's sales and marketing throughout the Term.

7. LIMITATION OF LIABILITY

7.1 NOTHING IN THIS CONTRACT:

a. SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:

- (i) **DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;**
- (ii) **FRAUD OR FRAUDULENT MISREPRESENTATION;**
- (iii) **ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW;**

b. SHALL LIMIT OR EXCLUDE:

- (i) **THE CONTRACTOR'S LIABILITY UNDER CLAUSE 10 (GENERAL INDEMNIFICATION) OR CLAUSE 12 (OTHER INDEMNITIES) OF THIS CONTRACT; OR**
- (ii) **UTA'S LIABILITY UNDER CLAUSE 5.2(i) OF THIS EXHIBIT C.**



7.2 SUBJECT TO CLAUSE 7.1 ABOVE, NEITHER PARTY SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:

- a. ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
- b. ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR
- c. ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES; OR
- d. ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY

SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF WHETHER UTA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.3 SUBJECT TO CLAUSES 7.1 and 7.2 OF THIS EXHIBIT C, THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL BE LIMITED TO THE TOTAL VALUE PAYABLE BY UTA DURING THE FIRST TWELVE MONTHS OF THIS CONTRACT.

7.4 The rights of either party under Contract are in addition to, and not exclusive of, any rights or remedies provided by the common law.

8. Change in Applicable Law: Where there is a change in law that cannot reasonably be mitigated by the Contractor and that impacts provision of the Services (including the cost of providing the Services), the Contractor shall notify UTA and shall (i) be relieved of its obligations to supply the Services in accordance with the terms of this Contract until the impact of the change in law on the Services has been assessed and agreed; and (ii) be



entitled to an increase in the Charges (to be agreed between the parties via a written change order in accordance with clause 20 of this Contract) as the result of the change in Applicable Law.



EXHIBIT D End User Terms

“[NAME OF TRANSIT AGENCY] Mobile Tickets” Terms and Conditions

Definitions and descriptions

Thank you for using the (“[NAME OF TRANSIT AGENCY]”) mobile ticketing app (the “App”). The App is brought to you by [NAME OF TRANSIT AGENCY], with mobile ticket sales provided by Masabi LLC (“Masabi”). These terms and conditions will govern the purchase and use of [NAME OF BRAND TICKET] via the App and used on any [NAME OF TRANSIT AGENCY] [bus/train/other] service. [NAME OF TRANSIT AGENCY] and [NAME OF TRANSIT AGENCY] may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. This will not affect any existing terms accepted by you when making your purchase via the App. When downloading the App, you are also agreeing to be bound by these terms.

The App

[NAME OF TRANSIT AGENCY] grants you the right to download, install and use the App on your mobile handset to purchase passes and access information in accordance with these terms and conditions.

Once you have downloaded the App you will be able to purchase tickets to travel with [NAME OF TRANSIT AGENCY]. All tickets purchased through the App are subject to our [Conditions of Carriage] which can be found at [WEBSITE URL].

You do not and will not own the App or any information that is provided to you through it or [NAME OF TRANSIT AGENCY], but you may use the App in accordance with these terms and conditions solely for the purposes of purchasing and using mobile passes and accessing transport information for your own personal use and not for any other purpose. The App is owned by the [NAME OF TRANSIT AGENCY] and may only be used for your own personal use. You must not try to alter, modify or in any way try to copy or transfer the mobile ticket facility to any other users.

The App is provided to you free of charge. [NAME OF TRANSIT AGENCY] can suspend access to purchasing passes through the mobile application and can do so for any reason. You must ensure that your mobile device has the required version of the relevant operating system. You are responsible for all data charges incurred when using the app with your mobile phone provider.



Your Data

You acknowledge and agree that whilst [NAME OF TRANSIT AGENCY's] supplier (Masabi LLC) uses AWS servers located in the USA, in order to provide the services offered by the App, your personal data may be accessed by Masabi LLC employees in locations outside the USA, currently the United Kingdom and Romania and by downloading and using the App you expressly consent to your personal data being accessed by Masabi LLC employees in locations outside the USA.

Mobile Ticketing and Use

[NAME OF TRANSIT AGENCY] [NAME OF BRAND OF TICKET] are available to purchase via your mobile phone using the App. Once you have purchased the ticket it will be delivered as a [NAME OF BRAND OF TICKET] to your mobile phone. [NAME OF BRAND OF TICKET] sold on the App are for use on [NAME OF TRANSIT AGENCY] services only in the times and in the areas as specified at the time of purchase.

The price you pay for the [NAME OF BRAND OF TICKET] will be valid for the duration on the ticket and any subsequent price changes during the validity of the ticket will not affect the [NAME OF BRAND OF TICKET] you have already purchased.

[NAME OF BRAND OF TICKET] are valid immediately for travel at the time you make your purchase. [Please ensure that you wish to travel on the day you specify when purchasing the ticket as no refunds will be given.] [DELETE IF NOT APPLICABLE].

Payment for [NAME OF BRAND OF TICKET] must be made by credit or debit card. The appropriate payment for the [NAME OF BRAND OF TICKET] will be deducted from your bank account at time of purchase once it has been authorised by your bank. Please note we do not store your debit/credit card details.

[Students purchasing the [NAME OF BRAND OF TICKET] will be asked to provide proof of full time education which must be provided within 10 days of purchase. Failure to do so will result in your [NAME OF BRAND OF TICKET] being cancelled. No refunds will be given.] [DELETE IF NOT APPLICABLE]

[NAME OF BRAND OF TICKET] are downloaded to your registered mobile device through the App. An internet connection will be required to activate your tickets.

[NAME OF BRAND OF TICKET] must be activated prior to you boarding the [bus/train/other]. Please ensure you have sufficient battery charge to show to the driver and/or



validate your ticket via an onboard validation device and for the whole duration of your journey, as the [NAME OF TRANSIT AGENCY] does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

Please allow time for the App to load whilst waiting for the [bus/train/other]. If you are unable to display the [NAME OF BRAND OF TICKET] on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your [NAME OF BRAND OF TICKET] to an Inspector or any member of staff employed by the [NAME OF TRANSIT AGENCY] or local transit police.

[NAME OF TRANSIT AGENCY] reserve the right to refuse travel on invalid [NAME OF BRAND OF TICKET] or if used on a stolen phone. The [NAME OF BRAND OF TICKET] are not transferable and may only be used by the registered phone user, and [NAME OF BRAND OF TICKET] do not give you priority over other passengers.

A mobile ticket refers to a type of pass valid for use on [NAME OF TRANSIT AGENCY] bus and rail service, which is purchased only the App on an iOS or Android device or any other hand-held device running the appropriate software allowing you to download the App. The security of your mobile phone or pass is your responsibility. In the event that the pass or your mobile phone is lost or stolen, [NAME OF TRANSIT AGENCY] will not provide a duplicate or replacement pass.

Your mobile pass must be displayed clearly on the mobile phone screen to the operator every time you board an [NAME OF TRANSIT AGENCY] bus, or when requested by a fare inspector, police officer or bus/train operator to view the mobile pass. The mobile pass must be retained during your entire trip on an [NAME OF TRANSIT AGENCY] vehicle. Failure to show a valid pass is considered fare evasion and is subject to enforcement actions according to [NAME OF TRANSIT AGENCY] policy and [insert] State or [insert country] [federal] laws. If you are unable to show a valid pass, you may be subject to a fine or other enforcement action.

If the mobile pass has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the App you will also delete your mobile passes. If you reinstall the App on the same device it was deleted, your passes will be downloaded to the device. You cannot print or transfer mobile passes.

Your [NAME OF TRANSIT AGENCY] mobile pass will be sold to you via the [NAME OF TRANSIT AGENCY]'s mobile pass partner, Masabi. The mobile pass itself creates a contract between you and [NAME OF TRANSIT AGENCY] for the provision of the transport services that the mobile pass allows you to use. It is [NAME OF TRANSIT AGENCY] that provides



these services to you under the mobile pass and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any [NAME OF TRANSIT AGENCY] vehicle, the [NAME OF TRANSIT AGENCY] network, your use of any services provided under your mobile pass or for your use of the App).

Prices and Receipts

When you purchase a mobile ticket or pass on the App, you will be notified of the price before you confirm your purchase. For information on fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at [xxx]. Once you complete your purchase, a receipt will be emailed to the email address you provided.

[Discount Fares]

[Seniors 65+; individuals with disabilities; Medicare recipients; and students in elementary, middle, and high school, ages 6-19, are eligible for discount fares. Only eligible individuals may use a discounted mobile pass. The passenger must be able to present proof of eligibility to the bus operator when boarding a bus, or to a fare inspector on rail vehicles. Unauthorized use of discounted fare programs is a form of fare evasion and will be enforced according to [NAME OF TRANSIT AGENCY] policy and the laws of the state of Victoria, Australia. For more information on discount fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at [xxx.] [Delete or amend this Article as required]]

Changes, Refunds, and Replacements

All refund requests will be reviewed on a case by case basis. In general, mobile passes cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to mobile application service disruptions. The decision to replace, change, cancel or refund a mobile pass is made at [NAME OF TRANSIT AGENCY]'s sole and absolute discretion. You can submit a request for a refund by calling [NAME OF TRANSIT AGENCY] support line [insert details]. Please note that where a refund is made it shall be for the pass price only. Any other associated fees are non-refundable. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be obliged to replace, change, cancel, or replace a ticket when [NAME OF TRANSIT AGENCY] has reason to believe that the circumstances prompting the replacement, change, cancellation, or replacement is the result of fraud.



Data charges

The App is free, but data charges may be incurred to you by your cell phone network provider. You are responsible for any such costs. [NAME OF TRANSIT AGENCY] will not take responsibility for any connectivity issues you may experience.

Availability & Updates

The mobile pass can be used on all [NAME OF TRANSIT AGENCY] bus and rail service [except [insert/delete as applicable]]. Travel is based on fare applicability on [NAME OF TRANSIT AGENCY] services at the time of purchasing a pass. The mobile pass is valid when the ticket is activated on the mobile app after purchase. You may not start your trip on a [NAME OF TRANSIT AGENCY] vehicle until you have a valid pass. Once purchased, the mobile pass will specify the fare type, the validity of the pass and its expiration date. [NAME OF TRANSIT AGENCY] reserves the right to issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the latest update. [NAME OF TRANSIT AGENCY] recommends that you download and install all updates issued. [NAME OF TRANSIT AGENCY] is not liable for errors which become apparent in old versions of the mobile application.

Materials, Ownership and Restrictions on Use

The mobile ticket app is operated by [NAME OF TRANSIT AGENCY] and is either owned by [NAME OF TRANSIT AGENCY] or its third party licensors (including without limitation Masabi) and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of [NAME OF TRANSIT AGENCY] or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile in the course of your use of the mobile ticket app), reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content without the prior written permission of [NAME OF TRANSIT AGENCY] and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the mobile ticket app except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the mobile ticket app. Use or downloading of the mobile ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions. The mobile ticketing app is supplied to you by [NAME OF TRANSIT AGENCY] and neither Masabi nor any of [NAME OF TRANSIT AGENCY]'s other third party licensors shall have any liability to you arising out of



or in connection with the mobile ticketing app.

[insert] State or [insert country] [federal] law applies to these terms and conditions and users agree that any dispute between [NAME OF TRANSIT AGENCY] and the users of the mobile ticketing app regarding the mobile application or arising out of or in connection with these terms and conditions are subject to [insert] State courts.

Liability Disclaimer

In no event will [NAME OF TRANSIT AGENCY] be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the mobile ticketing application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. In no event will Masabi be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of or in connection with your use or access to any mobile pass or the mobile ticketing application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be liable for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the mobile ticketing application or any mobile pass. Nothing in these terms and conditions shall exclude or limit a person's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

Legal responsibility

If you lose your mobile phone with a valid [NAME OF BRAND OF TICKET] saved on it, please call our customer support number at [phone number]. Any value remaining on your [NAME OF BRAND OF TICKET] will be transferred to your new mobile phone.

[NAME OF TRANSIT AGENCY] may cease to operate the service at any time, in which case the values of any balance associated with unused tickets at that time will be refunded.

Privacy

The collection, use, and security of information obtained from customers using "[NAME OF TRANSIT AGENCY] Mobile Tickets" are subject to [NAME OF TRANSIT AGENCY]'s Privacy



Policy, as amended. This policy is consistent with Federal and State laws governing an individual's right to privacy and may be amended from time to time, as deemed necessary by [NAME OF TRANSIT AGENCY]. The Privacy Policy is posted on the [NAME OF TRANSIT AGENCY] website at [xxx].

Support

If you have any questions or problems with the mobile applications, please review the FAQs at [xxx] for answers to the most common questions [NAME OF TRANSIT AGENCY] receives from its users. If that does not answer your questions please contact [NAME OF TRANSIT AGENCY] Customer Care at [insert email address and/or phone number].



EXHIBIT E
CONTRACTOR SUPPORT SERVICES AND SLA



Masabi Support- Supporting You and Your Passengers

v. 3.3

August 31st, 2021







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EXECUTIVE SUMMARY

This document outlines Masabi's support programs, the process for supporting and managing inbound customer and agency requests and also provides a detailed description of the Masabi Incident Support Management process and the Standard Level Agreement levels to respond and resolve critical incidents.

MASABI SUPPORT VISION

Every rider using a Masabi app has a destination they would like to reach. Masabi's support service is no different. The following should provide an indication to an Agency of what Masabi strives for every single day:

1. Minimize any disruption an agencies' riders have going about with their day-to-day lives.
2. Honest and honorable in everything Masabi does
3. Masabi employees may work with multiple agencies, but they care about each interaction as if they were employed by the agency
4. Measure, manage and move on to the next goal

Masabi provides a range of support programs for agencies and their riders so that every agency has the support that best fits its own programs, rider expectations, and staffing.

STANDARD AGENCY SUPPORT

Based upon Masabi's experience in the transit industry, most agencies prefer to own the direct customer experience. This allows them to provide their customers with high-touch customer service along with a full-service approach to any customer issue, whether it's about operating schedules, agency policies, ticket rules, fare questions, TVMs, the mobile app, routes, or any other general inquiry. We've also found that bifurcating customer support channels creates customer confusion as to who should call, and when so a single point of entry, backed by Masabi's full support, training and escalation.

Masabi provides standard second level support for an agency. This means that the agency acts as first-line support for its customers and staff, and Masabi acts as second-line support for the agency by handling its more technical or complex support issues.

Masabi's standard support offering covers the following:

1. Creating an app experience that is simple, fast and easy to use
2. Creating embedded help tools within the App to assist front line customers with commonly asked questions and troubleshooting tips (similar to the approach taken by Rideshare)
3. Creating an access point for riders into a self-registration to the Justride Knowledge Center with over 500 ready prepared questions to support inquiries
4. Creating help within the Agency facing portals (Hub, Partner etc) to address most of the common issues (as well as the comprehensive training)
5. Providing all tools to fully support an agency's customer services team; training, reference materials, standard responses, and troubleshooting trees.
6. Providing train the trainer sessions on all core materials and areas of knowledge, as well as ongoing training
7. Providing an 8:30 to 6:00 pm second line support via email, telephone,
8. Providing 24 hours 365 days per year IT Support Operations



9. Working directly with an end-customer and support the agency team on a case by case basis with agency approval
10. Providing chargeback management and challenge support as part of the bundled payments processing service
11. Providing weekly support reviews with agency staff to review tickets, answer open questions and identify trends
12. Providing a monthly newsletter with tips and tricks, troubleshooting guides and recent promoted articles

DEVELOPMENT SUPPORT MODEL

Masabi offers specialized developer support to technology partners who are integrating the Justride SDK into their own applications and solutions as well as limited ongoing support

HARDWARE SUPPORT

Masabi's On Board Validation (OBV) solutions, the third party Access Va-I100 Inspect Validator and the Justride Validator (JRV) have planned product lifetimes in excess of eight years with a return to base (RTB) service model. The proposed OBV solutions themselves have a designed Mean Time Before Failure (MTBF) of 50,000 hours and 88,000 hours for the Va-1I 00 Validator and Justride Validator respectively.

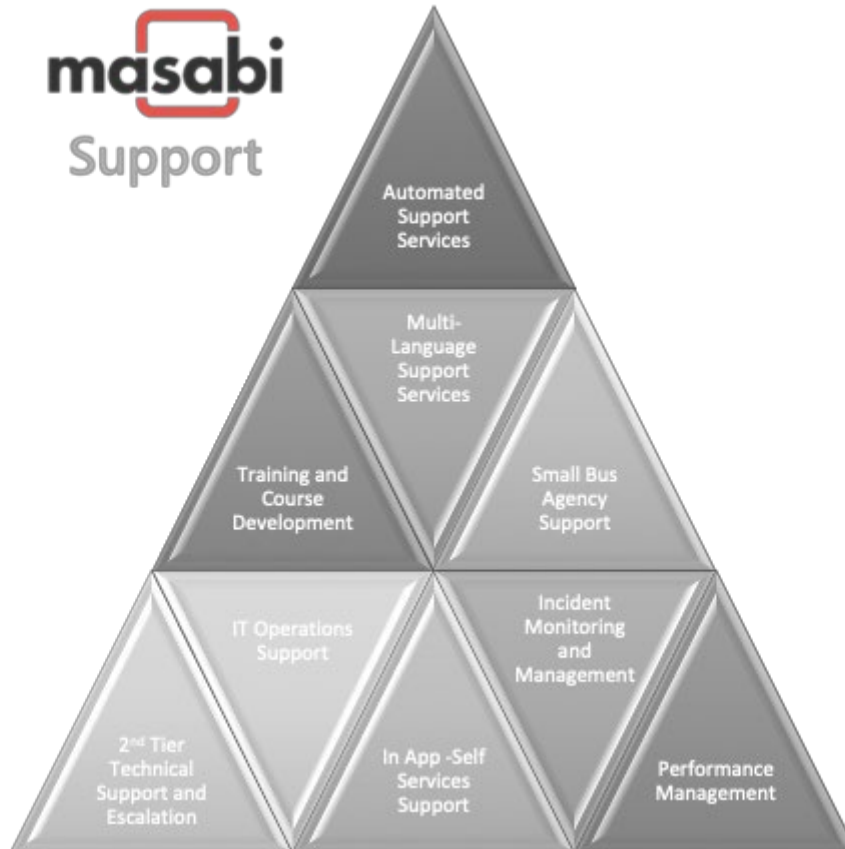
All hardware is covered by statutory one-year (1) year warranty after delivery. Additional extended warranties are available to provide longer term warranty coverage. Masabi also provides the option to purchase spares to cover their service in the event of any technical maintenance issue and show-tap devices to provide a quick return to service operation.. While rarely required, Masabi can also provide on-site technical services (field engineers, support engineers etc) for any high visibility upgrade support or any complex troubleshooting (e.g. network or environment support should the need arise. Masabi will quote these services upon request.

MASABISUPPORTPROGRAM

OVERVIEW

Masabi's support program is delivered primarily through second line support, and when necessary, through extended escalation and direct customer engagement services.

The Masabi support program is comprised of the following:



Standard support activities include:

- Responding to support tickets and questions agencies are unable to resolve
- Verifying the existence of any software defect and determining the scope of its impact
- Submitting feature requests and other feedback on behalf of agencies
- Escalating incidents and other issues
- Helping to maintain quality standards throughout the support process
- Notifying agencies of planned system maintenance, expected outages, or alerts from third party services
- Providing agencies with copies of Incident Tracking and Monitoring logs and other relevant information from the Incident Management Suite
- Collaborating with Masabi engineers to develop resolutions or workarounds
- Contributing to outage reports that detail the root cause, impact, and actions taken to prevent recurrence

- Administering faulty hardware returns
- Attending incident review meetings
- Testing fixes and notifying agencies when issues are resolved
- 24x7 Web based issue logging tool via “help & support” in the Hub
- 24x7 email logging tool available through support@masabi.com or criticalsupport@masabi.com
- 24x7 IVR phone system which will notify Masabi support for priority items

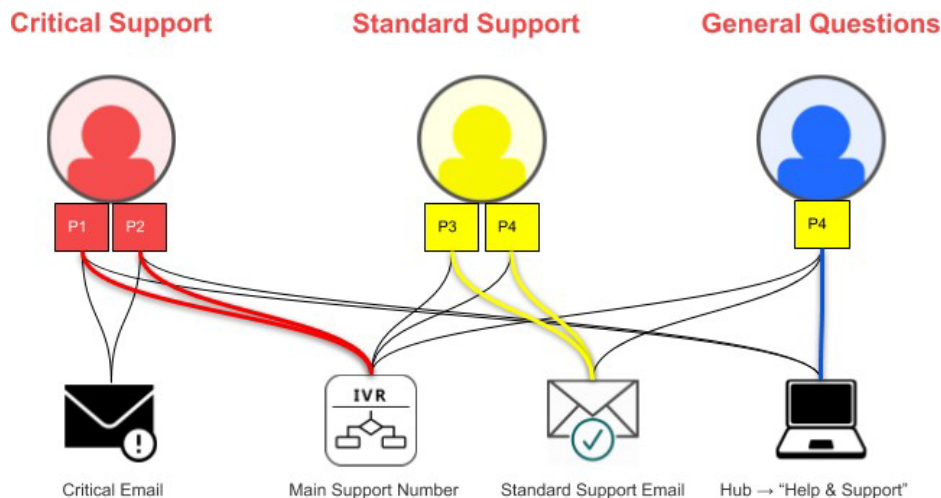
STANDARD SUPPORT

Technical Support Operational Hours

The Masabi technical support center is staffed by a team of qualified engineers in the US and London. Phone support is available 5 days a week from 9:00 am UTC to 9:00 pm UTC. Agencies submit and review tickets at any time through the support portal.

Omnichannel Support

Masabi has tailored its inbound support process to provide multiple channels for you to contact us.



Masabi uses Zendesk, a Gartner top award winner for support management. Zendesk is configured to organize and track all incoming support requests, from all channels. It is also used by engineering teams and product managers to help manage escalated issues effectively. Zendesk automated workflows are used to increase support efficiencies, integrations with software development tools to extend functionality and provide a seamless workflow between each engineering department. It is also used to track customer satisfaction via surveys and feedback.

Support Meetings

Masabi holds regular support meetings with key agency staff to review support tickets and other issues. These meetings are held weekly, bi-weekly, or monthly per agency preference.

Release Notes

Masabi publishes release notes on Zendesk to help agencies stay informed about the latest features and fixes. Masabi support agents publish release notes as soon as they have been approved by the product teams.



Ticket Activity Reports

Masabi Support can provide the agency with reports for day-to-day ticket activity on request. These reports allow the agency to monitor daily ticket activity, agent performance, compliance with your service level agreements and average resolution times.

Support Newsletter

Masabi publishes a quarterly support newsletter featuring information on new features in its products, troubleshooting tips, promoted help center FAQs, customer survey polls and training announcements.

Training Programs

Standard Training

Masabi provides training on all standard components of the Justride platform, as well as courses, guides, and job aids that cover core Justride platform features and modules, go-to-market strategies, technical troubleshooting, hardware installation and usage, and other topics specific to an agency's deployment. Materials are available in multiple languages to support regional or local needs. Refer [Appendix B](#) for a list of the standard training sessions.

Custom Training Programs

In addition to the standard programs and refresher training, Masabi can provide fee-based custom training programs for specific course development including videos, specialized integrations, multi-language needs, train-the-trainer programs, or other learning aids.

The training programs are fully customizable, include the agencies brands and type of equipment in use and enable agency staff to successfully administer and support the Justride mobile ticketing platform. Most often, training sessions are delivered via live webinars that include presentations, demonstrations, and Q&A.

Masabi can host from 1 to 45 participants per training session. Your account manager will work with you to develop a training schedule that meets your needs and can provide additional training exercises and certificates based upon required levels of understanding. With advance request, Masabi can provide your agency with a recording of the live sessions along with copies of the slide decks.

Ongoing Training

After completing any of Masabi's training programs, any performance or knowledge gaps can be addressed through Masabi Support via a support request, attendance at quarterly webinars, or through the self-service Knowledge Base. Agencies may also contact Masabi Account Management with requests for additional training sessions, topics, job aids, or other supporting materials and service offerings.

ADDITIONAL SUPPORT SERVICES

Rider Support Operational Hours

The Masabi technical support center is staffed by a team of qualified engineers in the US and London. Phone support is available 5 days a week from 9:00 am UTC to 9:00 pm UTC. Riders can contact support by calling a dedicated phone number or sending an email,

In-App Support for Riders

During the deployment process, Masabi provides an in-app Standard Support Frequently Asked Question (FAQ) area with relevant and important information for riders / passengers. This is in addition to a general Agency policy and frequently asked question. The Standard Support FAQ also provides riders with access

to a Help Center which allows them to access additional information and submit and track their support tickets via Masabi's support solution.

In App Support Access

In cases where Masabi is providing first line support for an agency, its riders can access an online help center from a link on the in-app Standard Support FAQ screen.

Advanced Analytics

The Justride platform is integrated with the third party Tableau analytics tool, which can be used by agency staff for building custom reports, data tables, visualizations and other analytics across all data within the Data Warehouse using an easy Windows application and/or web user interface. An example is the trace of validation events on Inspect bus validators in Las Vegas over a single day:



Masabi can setup as many licenses as the agency requires, with a passthrough cost of the Tableau licence fee. All bespoke analytics work is charged through Masabi's Professional Services team.

Chargeback (Merchant of Record) Support

Masabi understands the importance of recovering lost revenue and challenging illegitimate consumer behaviors and if Masabi is contracted as a Merchant of Record it will assist the agency with Chargeback Management Services, analysis and reporting as well as the process of challenging chargebacks.

TECHNOLOGY PARTNER SUPPORT

SDK Developer Support

Whilst Masabi provides ongoing support for SDK partners, Masabi partners should have mobile development and API integration experience. Organizations that do not demonstrate this experience will need to sign-up for a technical support agreement with a minimum of 5 days of technical and delivery support pre-agreed.

The Masabi team can se-tup regular calls to ensure that the agency has everything they require to complete effectively, including providing a time to answer questions, as well as the opportunity to further understand the functionality provided through the Masabi SDK.



The Technology Partner will be able to raise up to 20 support requests per year . If the agency requires additional support, they will need to set up a development support contract with Masabi which will provide more direct access to Masabi development, and support and maintenance teams as required.

During SDK integration, Masabi will provide support between 9am to 6pm (UTC).

Developer Resources

The Justride SDK enables a third-party application to access and use mobile ticketing provided by the Justride platform within their own application. All SDK partners will have access to an integration guide that covers the basic steps required to get started with a new SDK integration. Partners will need to sign an NDA before gaining access to the SDK guide.

Developer Training

For SDK partners, Masabi can provide a technical workshop to the agency technical teams to provide- a 2 4 hour overview of the Justride SDK, during which Masabi will provide suggested workflows, go through the agency's proposed use cases, as well as answer any technical questions that the agency technical team may have.

SUPPORT PROGRAM PERFORMANCE

SLA policies in Zendesk

Masabi has two policies setup in Zendesk which help Masabi Support engineers prioritize requests and ensure service level goals are met.

The Masabi Incident SLA policy:

- Is only applied when a ticket stems from an incident (as opposed to, for example, a feature request or user error)
- The priority value is based on Masabi's standard agency SLAs

The "All-Other" tickets SLA policy:

- Is only applied when the ticket is not an incident
- The priority value is based on the following SLAs:

Targets

For each metric, set a time target for each ticket priority. Choose to measure targets in calendar or business hours.

	Urgent	High	Normal	Low
First reply time	2h	4h	8h	16h
Requester wait time	14h	28h	52h	240h
Agent work time	14h	28h	52h	240h
Next reply time	2h	8h	16h	32h
Periodic update	14h	28h	52h	240h
Pausable update	28h	52h	104h	144h
Hours of operation	Business hours	Business hours	Business hours	Business hours



Efficiency through Automation

Zendesk triggers are applied to the Masabi support process to improve workflow and responsiveness by automatically performing actions whenever a ticket is created or updated with specific conditions.

Notify assignee of Departmental Private comment update	Jul 18, 2018	12
Product - Notify assignee of assignment	Jul 18, 2018	10
Support - Notify assignee of assignment	Jul 18, 2018	6
Notify assignee of reopened ticket	Jul 18, 2018	2
Notify all agents of received request	Jul 18, 2018	25

Automated tasks

Performance Measurement and Reporting

Masabi tracks all customer interactions within Zendesk. Every email, phone call, and online entry is recorded. This enables Masabi to determine response times, resolution times, and number of requests created per agency.

The support performance measurements represent real time data. Reports are run daily, monthly, quarterly, and yearly and are reviewed regularly with the account management and project management teams.

The reports contain a range of key performance metrics, including:

Team Level Metrics

- Acknowledgement Time
- First Reply Time
- Interactions per request
- Customer satisfaction
- Median Handle Time
- Median Resolution Time

Individual Agent Metrics

- Resolved Cases
- Customer Interactions
- Customer Satisfaction
- Median Handle Time



Masabi can effectively filter report data by agent to get a snapshot of individual performance or analyze its global satisfaction level as reported through customer surveys. Masabi uses this data to identify and address areas in need of improvement.

1. Choose an agent to get started

USER FILTER: Admin - James Gos... Days since last login: -

2. Apply additional filters

DATE RANGE: May 1 2018 - Jun ... BRAND: All

★ Customer satisfaction

100.0%

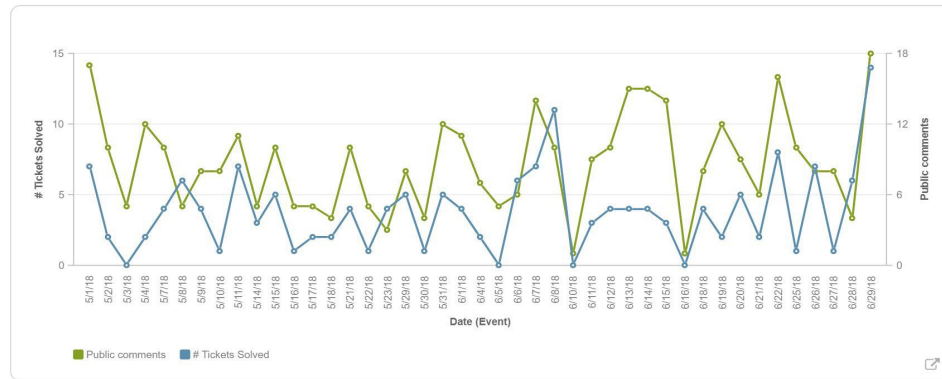
📄 Tickets solved by agent

164

🕒 Median time assigned to agent

11.9 hrs

Agent activity



Sample of support engineer individual metrics

★ Satisfaction score

100.0%

📧 Response rate

19.1%

% Percentage surveyed

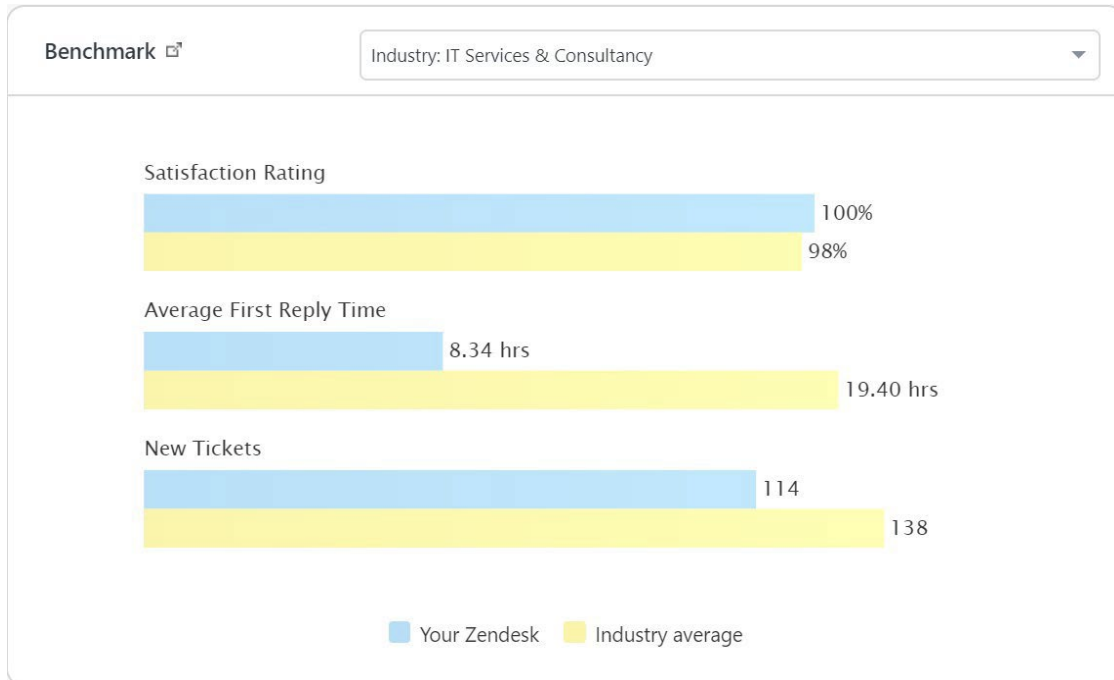
89.9%

Satisfaction ratings



Global satisfaction level and survey response rates

Benchmark charts display three key metrics: customer satisfaction, first reply time, and new ticket volume. Masabi uses this data to adjust policies, change team workflows, and evaluate whether the service provided is above or below peer and industry standards.



Sample benchmark data

Customer Satisfaction

In addition, the support performance management solution tracks agency satisfaction ratings on a ticket by ticket basis. Feedback is captured and if applicable, shared with the agency during regular account reviews.

By default, each closed support request will receive an acknowledgement that the ticket has been closed and offered a survey where a rating can be submitted.

How would you rate the support you received?

[Good, I'm satisfied](#)

[Bad, I'm unsatisfied](#)

If contracted, the transport agency can request Masabi to monitor rider satisfaction through the default ticket surveys or Masabi can set a custom survey for their riders, with a passthrough cost of the third party survey application. All bespoke survey work is charged for and delivered by the Masabi's Professional Services team.

IT Operations Management & Maintenance

The Justride SaaS platform is continuously monitored and upgraded biweekly. Regular maintenance includes platform fixes, patches, and upgrades.

Masabi IT Operations Management operates 24 hours per day, 365 days a year to handle any issue that arises with the platform. Masabi IT Operations Management has the primary goal of triaging, investigating and resolving platform-wide incidents in accordance with the SLAs. The IT Operations Management team monitors the performance, load balance, and scalability of the Justride platform and serves as the rapid response team for any perceived or actual degradation of service. The Masabi IT



Operations Management team resolves complex incidents and provides effective workarounds that allow business operations to be resumed with minimal downtime or impact to riders.

IT Operations Management is also responsible for deploying new releases of software across the Justride platform live production environment and for ensuring that all releases perform as expected.

In addition, alerts are distributed via the live status page for any scheduled maintenance programs.

Account Management.

After Masabi Project Management has successfully launched its services with an Agency it will appoint a Account Management team to manage the ongoing Agency relationship and adoption of Justride within an agency. An Account Manager works with the agencies' stakeholders to update the then new features, present the Masabi product strategy and roadmaps, assist in developing new sales channels for an agency based upon the flexible Justride platform, addressing customer and rider concerns, tracks metrics for adoption and growth and assist with scoping custom development features. The Account Manager may also on an ongoing basis, Masabi conducts support ticketing reviews to ensure that all support tickets have been communicated, escalated, and resolved according to the standards set out in the SLA.

Support Team Roles

- **Head of Services-** Responsible for the executive oversight and performance management of Support, Education, Project Management, and Account Management.
- **Account Manager-** Responsible for the day-to-day owner of an agency and its contract with Masabi. The Account Manager responsible for the relationship management and agency satisfaction with Masabi and the Justride platform.
- **Support Manager-** Responsible for overseeing the support team and ensuring that Masabi is constantly delivering excellence in customer service.
- **Support Engineer-** Responsible for responding to inbound technical and support requests. Serves as the support liaison with technical teams, product management, and Masabi development. Creates KPIs and manages monthly support reviews.
- **Training Consultant-** Responsible for the design and delivery of comprehensive training programs for agencies including needs analysis, courseware design, materials development, and training delivery.

APPENDIX A – SUPPORT GUIDELINES



Support Guide for Agencies

Version: 1
Date: 1.1.2019

CONFIDENTIAL

Revision History

Author	Version	Date	Details of Change
Sergio Da Silva	1.0	2019-03-22	Final

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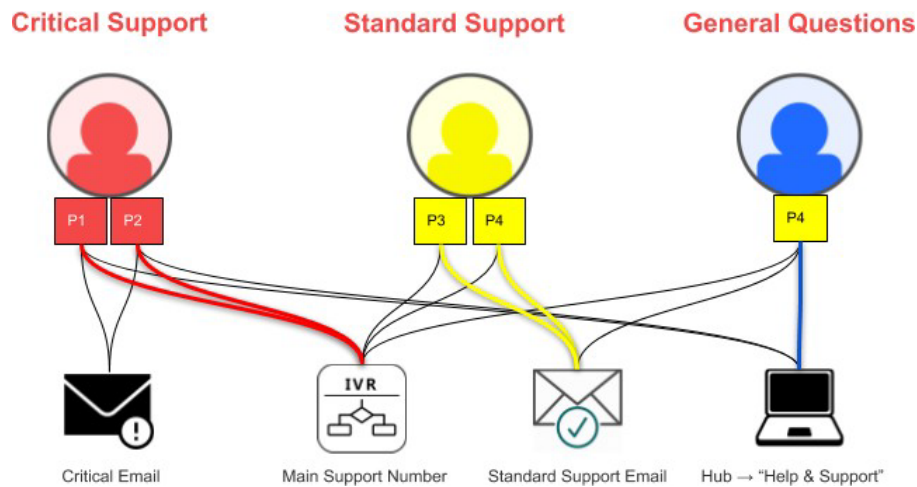
DOCUMENT PURPOSE

This document (Support Guide for Agencies) outlines Masabi's operational guidelines for standard operational support processes, how to interact with the Masabi support team and a detailed view of the process by which support tickets are submitted, reviewed and resolved.

SUBMITTING SUPPORT REQUESTS

OVERVIEW

When submitting a support request, it is important to know why you are contacting Support. Masabi has tailored its inbound support process to provide multiple channels for you to contact us. The diagram below shows the different types of requests and recommended channels (highlighted).



Definitions of Support Categories

Critical support is to report an issue which may indicate an impact to the overall operation of an Agencies Justride service and is prevents standard functions to be complete or used (e.g. ticket purchases, access to Hub, failure of Inspect, repeated and systematic payment processing failures)

Standard support is to report a single issue regarding a potential defect or issue reported by a single customer

General support is to ask for knowledge base support and how-tos, or general questions about new functionality releases

When submitting a support request, it is important to know why you are contacting Support. The standard support email, IVR and Help Center can be used for all requests, but if you have a critical request, you can raise the request via the IVR, critical support email or help center. Critical issues will invoke the incident monitoring process ([Appendix C\(1\)](#)).

WHERE CAN I FIND MASABI'S CONTACT DETAILS

The most up-to-date contact details can be found in the Help Center (also [Appendix F](#))



INFORMATION TO PROVIDE WHEN SUBMITTING SUPPORT REQUESTS

To ensure a quick response you should include all relevant information when submitting support requests.

Required:

To minimize any delays in resolving your request, it is important to know the type of request you have and what information you might need from the rider. If applicable, all standard or critical support requests should include:

- Contact information
- Reason for the support request
- Description of the problem or resolution sought
- App or Account ID (if applicable)

Optional:

- Steps to recreate
- Impact to business

Agency staff may also submit a description of the priority or impact of the incident. Any tickets submitted via the help center will require certain fields before a ticket can be submitted.

STANDARD SUPPORT REQUESTS

All standard support requests go through the same workflow:

1. Support request is received: The request may be received online, over the phone, or through email
2. Support request is acknowledged*: An email acknowledgement is automatically within 15 minutes of submission
3. Ticket is created*: A ticket is automatically created in Zendesk and all support agents are notified
4. Ticket is assigned: A Masabi support engineer takes ownership of the ticket
5. Issue is triaged, escalated if needed, and resolved: Resolution and communication schedules are based on Masabi's SLA (see [Appendix C\(1\)](#))

* When submitting a request via direct conversation with a Masabi support engineer, the engineer may provide verbal acknowledgement of the request and manually create the ticket in Zendesk

Support@Masabi.com <support@masabi.com>
to me ▾

Mon 8 Jan, 10:03

##- Please type your reply above this line -##

Your request (2168) has been received and is being reviewed by our support staff.

To add additional comments, reply to this email.



Sergio User

Jan 8, 10:03 GMT

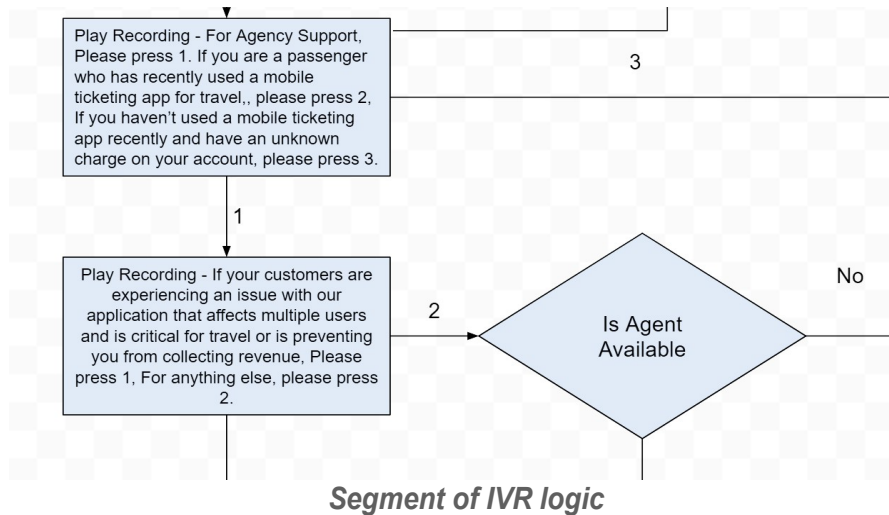
Test

Automatic acknowledgement of receipt of support request

SUBMITTING STANDARD SUPPORT REQUESTS VIA THE IVR

Interactive Voice Response (IVR) is a telephony menu system that enables identification, segmentation and routing of callers to the most appropriate team. IVR segments calls by geography, hours of business, and priority.

Support requests can be submitted by phone by speaking directly with a Masabi Support engineer. If callers are unable to speak with an engineer, they can submit their request by leaving a voicemail message. IVR will translate the message from speech to text and notify the on-call support engineer.



SUBMITTING STANDARD SUPPORT REQUESTS VIA THE ONLINE HELP CENTER

Support requests can be submitted through Masabi's help center by clicking the Submit a request link located at the top of the Home page and submitting the online form.



To submit a support request in Help Center

1. Click Submit a request at the top of the page
2. You can add one or more email addresses to copy a user on the ticket (separated by commas)
3. Enter a subject and description of the problem
4. As you enter a subject, a list of suggested articles in the knowledge base appears. You can click one of the articles instead of submitting the request
5. Add any required and optional information in the fields which describes your request*
6. If you belong to multiple organizations, select the organization for this support request
7. Add any attachment.
8. Attach a file if applicable. There is a limit of 20 MB per attachment
9. Click Submit. Once submitted a ticket will be assigned to a support agent



Submit a request

What would you like help with?

Help & Training

Subject

device switches

Suggested articles

[What is a device switch?](#)

[How do I issue a device switch credit?](#)

[The app says I have run out of device switches](#)

[What happens if I delete the app from my phone and reinstall it?](#)

[Why do tickets appear as deleted in the Hub?](#)

[What happens to my tickets if I wipe my phone?](#)

[Staff Activity Log](#)

[What is the difference between a guest account, an unverified account, and a verified account?](#)

[What is a guest account?](#)

[How does Face ID and Touch ID work?](#)

A passenger's form may differ from the form which is visible to agency staff.

SUBMITTING STANDARD SUPPORT REQUESTS VIA EMAIL

Most standard support requests are submitted via email.

- Passengers submit requests to help@justride.com
- Agency staff submit standard requests to support@masabi.com

Agency staff must send support requests from an official agency email address.

SUBMITTING CRITICAL SUPPORT REQUESTS

Urgent or critical support requests can be submitted by agency staff using any of the following methods:

1. Calling the Support line and selecting the critical support option (Recommended)
2. Sending an email to criticalsupport@masabi.com
3. Submitting a support request via the online help center and setting the ticket priority to Urgent

Each of these options will invoke a different workflow which will flag the relevant parties in a different manner to a standard support request. This helps us to minimize the time from notification to initial investigation.

When a critical support request is submitted, a notification is sent to the Masabi Services team and a text and/or email notification is sent to the on-call Masabi Support engineer.

The support engineer will conduct a preliminary investigation, categorize the ticket, assess the scope of impact, and assign a priority based on the protocols described in the Masabi SLA.

If the issue requires escalation, the Masabi Support engineer will assign the ticket to the relevant product engineering group. If the issue is determined to be critical, the Masabi Support Engineer will invoke the Live Incident Management process.



During unsociable hours, agency staff who call support for critical issues will be routed to the on call engineer.

For more information on the incident monitoring guidelines and SLAs see [Appendix C\(1.\)](#)

SUBMITTING OTHER REQUESTS

SDK & API SUPPORT

A supported SDK version is guaranteed to function as it did on the day it was released, with no additional work by the Partner.

If an issue (new, or pre-existing) is discovered that is present in a supported SDK version it will be investigated as a P1 issue. If it causes an app crash, it will be investigated as a P0 issue. Any development related issues can be logged via the Issues log, via the help center or via the standard support email support@masabi.com. Each request will be assigned to the specific team in accordance with Masabi's development and support escalation process.

Masabi will allocate up to 20 support tickets per month according to the following guidelines:

- Technical Support provides information on the purpose and usage of the API in the Justride SDK
- Technical Support provides guidance on how to prevent or workaround an error that occurs when using the API
- Technical Support provides guidance on how to approach a customization and provides high-level information on how to achieve certain functionality
- Technical Support does not create code for customer's applications
- Technical Support does not provide exact steps on how to achieve a customization
- Technical Support does not perform code reviews of customizations

When a new OS version is released, the following test procedure will be carried out:

- Masabi will test ticketing/SDK functionality of a reference application against the initial beta release of the OS within 3 weeks of that beta's first release, to try and identify bugs as early as possible.
 - The reference application will be agreed between the agency and Masabi, and may change over time, subject to agreement
 - It will likely start as the first agency mTicketing application.
 - The Agency will be informed immediately if bugs are discovered.
- The agency will test the full set of applications it offers against the initial beta release of the OS, no later than 4 weeks before the expected release date of the OS.
 - Masabi must be informed of all bugs at the earliest opportunity.
 - The agency will be responsible for identifying which of its applications exhibit any bugs discovered by either party.
- When bugs are discovered against a new beta OS, Masabi will aim to have them fixed within 4 weeks of discovery, unless the agency and Masabi agree that it is more sensible to retest on the next OS beta release before fixing.



SUBMITTING CHARGEBACK CHALLENGE REQUEST (MOR)

A chargeback is a transaction reversal meant to serve as a form of consumer protection from fraudulent activity committed by individuals. If you have contracted Masabi to be your Merchant of Record. Masabi will assist the agency for chargebacks they would like to challenge. Agency staff can use any of the methods described in “Submitting Support Requests”

Each agency will also have access to a shared chargeback sheet which is used for managing Chargebacks.

- Chargeback Sheet is shared with Agency stakeholders through a shared online Console.
- The solution is via Google Applications, but no google account is required. Hyperlinks are available to quickly locate customers in Hub.
- The data is refreshed every 2 hours.
- Agency is automatically notified weekly by email when new chargebacks are added.
- Transport agencies can update Current Status with decisions on whether to challenge or accept.
- If a ticket has already been refunded the chargeback will be challenged automatically.
- Chargebacks expire every 14 days if no decision is made.

FEATURE REQUESTS & ENHANCEMENTS

If you would like a certain feature to be added to Masabi products or you have an idea for improving it, you should reach out to your Account Manager. Alternatively, you can send an email to support@masabi.com. If the agency has raised a support request that turns out to be a feature enhancement, the support agent will forward that information to your Account Manager for further consultation.

UAT SUPPORT

Each customer is provided with a UAT environment to test and evaluate new releases of the Justride platform before releasing to a live production environment. Masabi will provide release notes and tests plans for major feature changes so that agencies can thoroughly review updates to the platform.

An Account Manager or technical representative will work with an agency to schedule any required updates and messaging; and educate on any deployment wide changes necessary. In addition, a support alert is distributed through the live status service for any scheduled maintenance programs.

Any incidents raised via support will be treated as non-critical requests as UAT environments are test environments and are not governed by the same levels of availability or escalation priority as live environments.

MASABI HELP CENTER

HELP CENTER SECURITY

Masabi has defined user segments with permissions to control access to specific information and functionality within Zendesk.

Agency staff can:

- View agency and passenger FAQs
- View Justride, Inspect, and Hub documentation
- Follow Knowledge Base articles, sections, and comments
- View standard and emergency contact information



- Submit, track, and manage their agency's help requests (tickets)

Riders can:

- View passenger FAQs
- Submit tickets (only for agencies that Masabi is providing first line support)

Note: Riders cannot manage or track tickets

Masabi Support staff can:

- View and manage all tickets
- Create and edit articles, FAQs, release notes, and other information
- Configure the help center

MANAGING SUPPORT REQUESTS IN THE HELP CENTER

Once a support request is submitted, a corresponding ticket is created in Zendesk. Agency staff can use Zendesk to:

- Update the CC or Organization fields on their tickets
- Add a comment to their tickets
- Mark their tickets as resolved
- Create a follow-up ticket to a resolved ticket
- Track all tickets associated with their agency

Riders who submit support requests cannot track or manage those tickets.

The screenshot shows the 'My requests' section of a Zendesk help center. At the top, there are tabs for 'Requests', 'Contributions', and 'Following'. Below this, there are sub-tabs for 'My requests', 'Requests I'm CC'd on', and 'Organization requests'. A search bar labeled 'Search requests' and a 'Status' dropdown menu (set to 'Any') are visible. The main content is a table of tickets with the following data:

Subject	Id	Created	Last activity ▼	Status
Account lookup	#3156	6 days ago	3 hours ago	open
Report dump needed	#2552	5 months ago	4 hours ago	open
CC number	#2852	2 months ago	4 hours ago	open
iPhone issue	#3137	13 days ago	5 hours ago	Awaiting your reply


Viewing support requests (tickets)



I need help with Validation Reports?

 Sergio User
2 minutes ago

I need help with Validation Reports?

 Sergio Da Silva
1 minute ago

Hi Sergio,

In order to help you, can you please provide your username and description of the issue you are experiencing?

Kind Regards,

Sergio Da Silva



Add to conversation

Mark as solved

Requester	Sergio User
Created	Today at 10:16
Last activity	Today at 10:17

Id	#2367
----	-------

Status	Awaiting your reply
--------	---------------------

Priority	Normal
----------	--------

Product	Inspect
---------	---------

Hub Area	—
----------	---

Inspect Area	Scanning
--------------	----------

MAC Address	—
-------------	---

App ID/Account ID	—
-------------------	---

Passenger App Area	—
--------------------	---

Ticket details

SELF-SERVICE KNOWLEDGE BASE

The Knowledge Base in Zendesk is updated regularly with content that addresses questions from agencies and their riders. The Knowledge Base contains white papers, tutorials, FAQs, release notes, and training material for agencies' customer care and support teams.

The information in the Knowledge Base is organized into categories and is searchable from the Zendesk homepage.

Validation FAQs

Contains all FAQs related to all our validation systems such as the inspect app and mobile validators (Val-100)

General FAQs

General FAQs for agencies who support the Justride systems

Help Center Guide

Useful Information about using the Help Center to get answers to your questions and how to submit and track you suppo...

Rider FAQs

Knowledge Base for JustRide app users

Software Releases and Announcements

Your Documentation

Important information related to your brand

Agency staff view of the self-service Knowledge Base



Search results

66 results for "contact"

Knowledge base

Contact conductor about a lost item

Passenger Knowledge Base > Trip Issues & Refunds · James Gosling · 2 months ago

If you have lost an item on your journey, please *contact* your agency's customer service. You can submit a support...

Who do I contact if I have questions or have technical problems with the mobile ticketing app?

Passenger Knowledge Base > Trip Issues & Refunds · Sergio Da Silva · 2 months ago

Search bar and search results

Release Notes

Masabi publishes release notes on Zendesk to help agencies stay informed about the latest features and fixes. Masabi support agents publish release notes as soon as they have been approved by the product teams.

JustRide Releases

Consumer Release Notes – Justride App Version 4.10

Consumer Release Notes – Justride App Version 4.11

Hub Releases

Agency Release Notes - 09 August 2018

Agency Release Notes 27 July 2018

Release notes accessible from the Software Releases and Announcements category

Following Knowledge Base sections, articles, and comments

Agency staff can be notified of updates to Knowledge Base sections, articles, and comments by clicking the **Follow** button that appears in the upper right corner of an article or section.

To see which materials you are following, click **My activities** from your profile menu, and then click the **Following** tab.

Requests | Contributions | **Following**

TITLE	TYPE	FOLLOWING	
Install curl	Article	Comments	Unsubscribe
Set up	Article	Comments	Unsubscribe

A list of items being followed

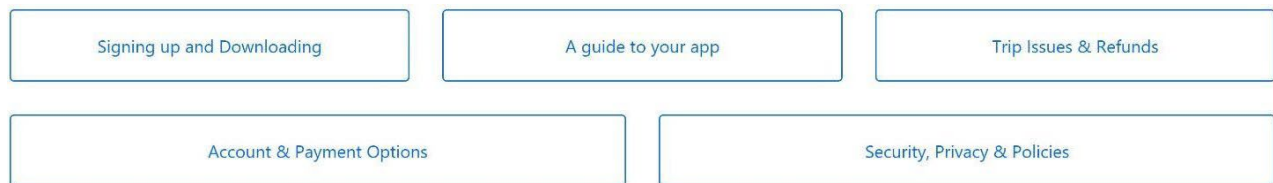
Unfollowing Knowledge Base sections, articles, and comments

To stop following a section, article, or comments:

- Click the Unfollow button located in the upper right corner of an article or section; or
- Click the Unsubscribe button on the Following tab of the My Activities page

Promoted Articles

Masabi may promote articles or other materials as a way of recommending reading for agencies or riders. Promoted articles will appear under the Knowledge Base categories and sections.



Promoted articles

The app says I have run out of device switches

What happens if I delete the app from my phone and reinstall it?

Are there any fees for using mobile ticketing?

How can I see how many tickets I have remaining on my device

Can I deactivate a ticket?

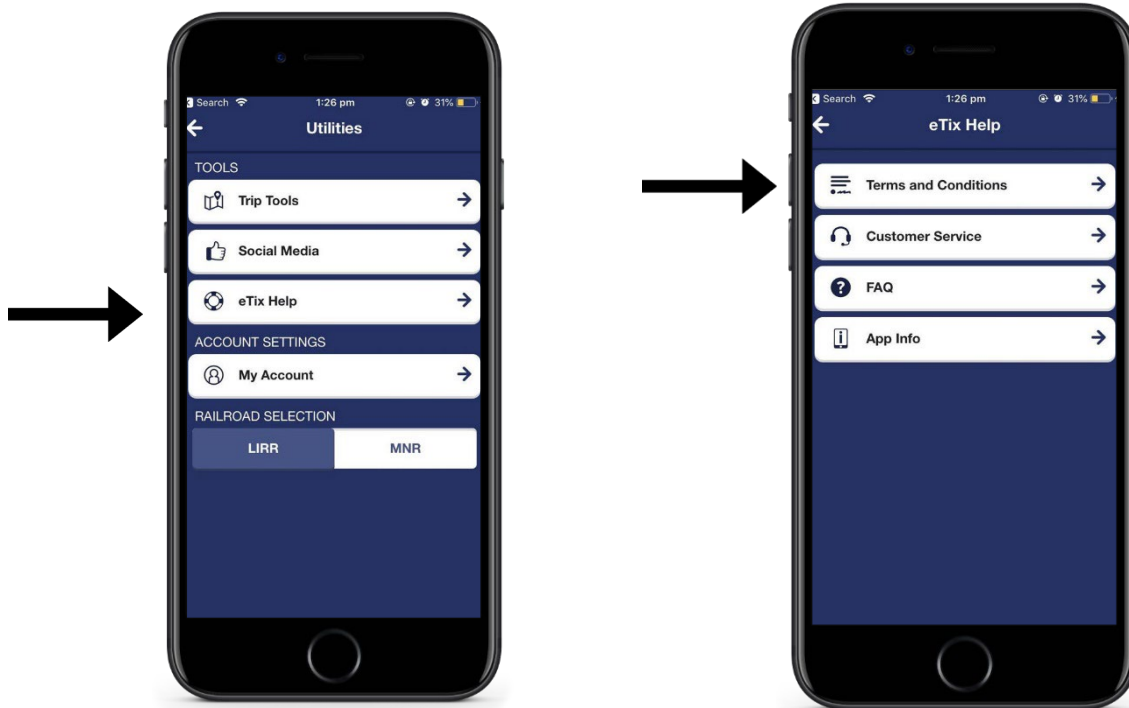
I lost network connectivity. Can I still use my mobile tickets?

Promoted articles

SELF-SERVICE RIDER SUPPORT

STEP ONE

When riders of the agency need to contact customer service, there are a number of tools the Justride app can provide. First, the rider will need to click on the “help” button. In this case the help button says “eTix Help”. This will bring the rider to the next page of the app where your Customer Service tools will live.

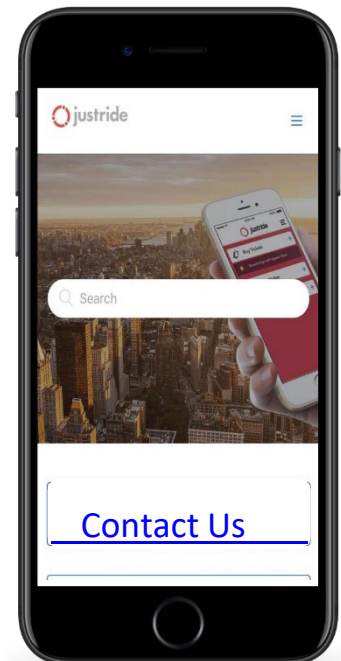
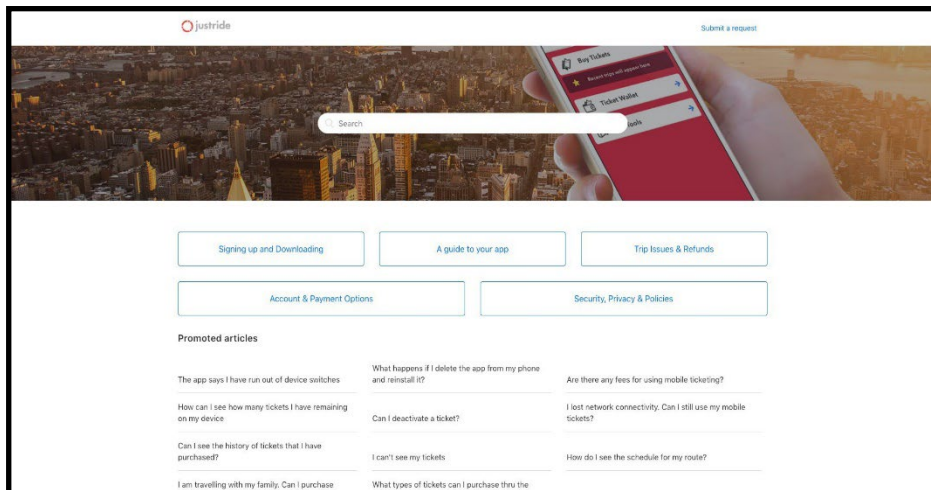


STEP

TWO

From the “eTix Help” or customer service tools page you have a number of options:

1. Terms and Conditions : Opens the in-app Terms & Conditions
2. Customer Service: Deep Link to Customer Service Self-service tool
3. FAQ: Deep Links to a branded Customer Service [FAQs page](#)
4. App Info: Link to App Info (App ID, User ID, etc)



CONTACTING CUSTOMER SERVICE

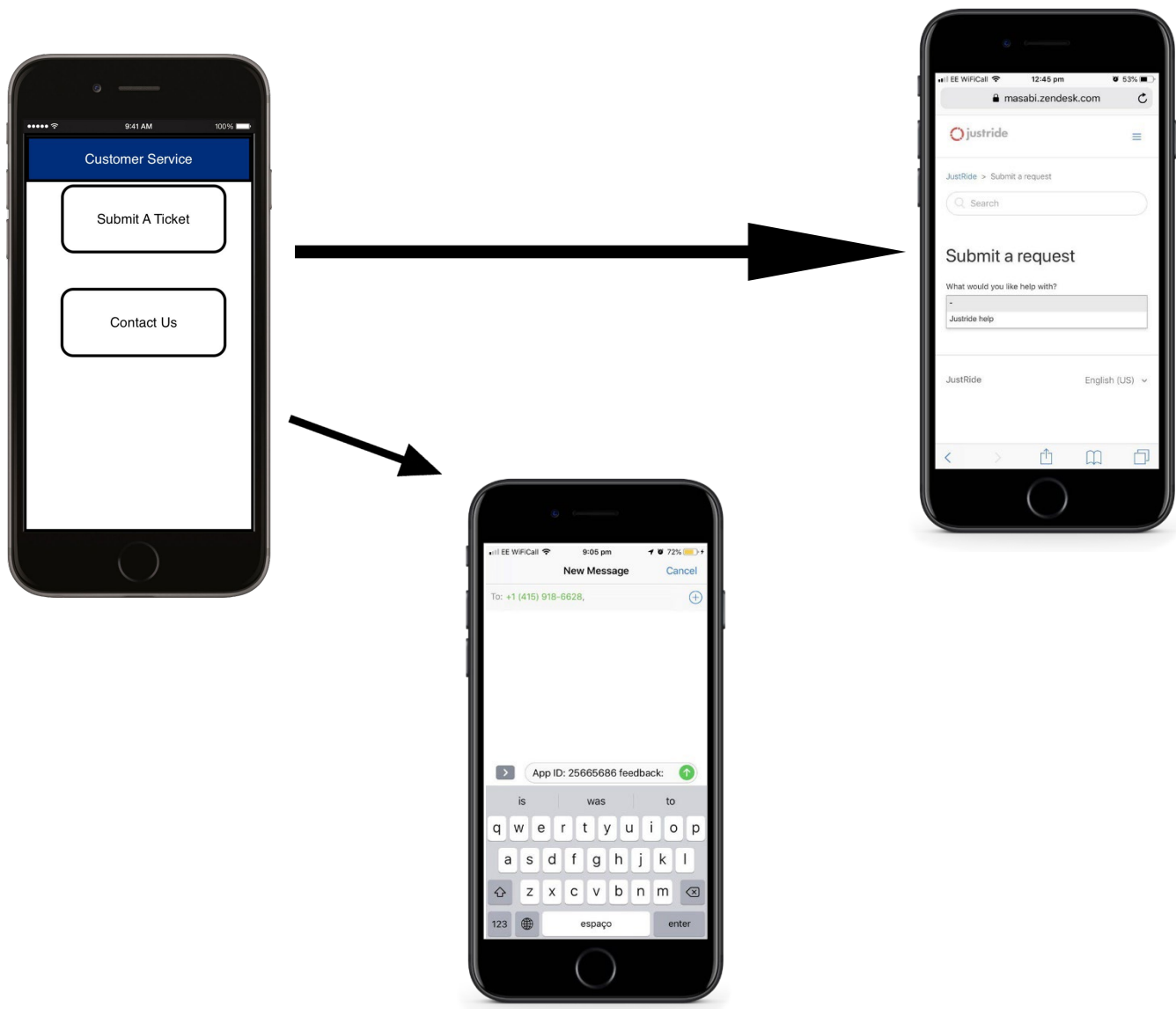
Clicking on the Customer Service button will give the rider the following options:

Submit A Ticket (Online)

When passengers click on the [Submit Ticket](#), they will be taken to a [new page](#) to enter information. They will also be asked to provide their AppID and select a brand from a dropdown. Submitting an online ticket is the fastest way to resolve issues. If you are unable to submit an online ticket you can text or call Masabi at (geo-based number). Unfortunately, responses to phone calls may be delayed and you may have to leave a message.

Contact Us

Customers who don't have data can send an SMS message. Passengers will have to remember to add identifiable information such as AppID. When texting, Masabi will have a phone number to call back.





APPENDIX B – MASABI TRAINING MODULES

The following are some of the standard training sessions Masabi offers to agencies in preparation for the go live deployment:

Module /Session Nam	IntendedAudience	Type of Training	Length of Training Session	Max People Per Module Session	# of Sessions
What is mobile ticketing?	Beginner; all job functions	Introduction to the benefits of mobile ticketing for the agency and its riders, an overview of the mobile ticketing platform components, and a description of basic user requirements.	15 min	15	1
How to use the mobile ticketing app	Beginner; all job functions	Walkthrough of purchasing and using mobile tickets, including a live demonstration of your agency's mobile ticketing application.	30 min	15	1
Delivering Customer Service in the Hub	Intermediate; Customer serviceagents and Managers	This in-depth look at the Hub starts with a description of the customer service process and how to find and interpret information on the Manage Customer page. It includes detailed walk-throughs of all customer service functions and a discussion of use cases. A live demonstration of your agency's Hub andmobile ticketing app will show how customer service functions appear to both the rider and the customer service agent.	90 min	15	1
Hub Administration and Reporting	Intermediate; Managers	Demonstrates Hub administration functions including bulk operations and management of users and assets. It then examines four ways of viewing and interpreting information in the Hub, from the high-level dashboard through detailed reports and customized data extracts. This session includes a live demonstration of your Hub.	90 min Or 2 X 45 min	15	1



Visual Validation of Mobile Tickets	Intermediate; Ticket inspectors, Customer serviceagents, and Managers	Describes how to rapidly and accuratelyvalidate mobile tickets by sight. Severaluse cases are presented using p-re recorded or live demonstrations of your agency's mobile tickets.	45 min	15	1
-------------------------------------	---	---	--------	----	---



Validating tickets with Inspect	Intermediate; Ticket inspectors, Customer service agents, and Managers	Describes how to scan a ticket using the Inspect app. It includes a live demonstration of how to configure and use Inspect, a description of the scan response screens and scanning workflow and a discussion of troubleshooting scanning issues.	45 min	15	1
Marketing Mobile Ticketing	Beginner; Managers	Discussion of how your agency can introduce and promote mobile ticketing. Several examples are shown.	30 min	15	1
VAL-100 On-board Validator	Beginner; Managers and Operators	Overview of the VAL100 functionality and installation planning. Several examples of existing installations are examined.	30 min	15	1
Incident Monitoring and Escalation	Intermediate; Customer service agents and Managers	Describes Masabi's incident management process. It includes a demonstration of how to use the Online Help Center (Zendesk) to create and manage support requests.	30 min	15	1
Partner Programs	Intermediate; Customer service agents and Managers	Discussion of the benefits of Partner Programs and provides examples of how they can be designed and implemented. In the Hub, Masabi will walk through how the program is administered and supported.	60 min Or 2 X 30 min	15	1
An Introduction to Tariffs	Advanced; Managers	Overview of tariffs. Using fictional agencies as examples, it looks at many the required values in flat-fare and simple A-to-B tariffs. A simulated walk-through of managing tariffs in the Hub is included.	60 min	15	1
Monitoring with the Pattern Tool	Advanced; Customer service agents and Managers	How to use the Pattern Tool in the Hub to detect and monitor suspicious rider account activity. It includes a discussion of events that can be monitored and the actions that can be taken in response. A walk-through of how to view activity and manage account monitoring in the Hub is provided.	45 min	15	1



APPENDIX C(1)- INCIDENT MANAGEMENT GUIDELINES



Incident Management Guidelines

Version: 4.7

Date: T

CONFIDENTIAL

Revision History

Author	Version	Date	Details of Change
Sara Poulton	2.6	2018-06-08	Final
Support Manager	2.7	2019-03-25	Update
Support Manager	2.8	2019-09-06	Added Disaster Recovery Plan



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EXECUTIVE SUMMARY

This document describes the guidelines for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor its Justride mobile ticketing platform, on which the Agency mobile system is built. The content herein outlines Agency architecture on the Justride platform (see [Appendix F](#)), monitoring program, the underlying system support services, and the steps that the Masabi Support team will provide in response to any unplanned inaccessibility or outage for the Agency's mobile ticket application.

DOCUMENT PURPOSE

This document describes the service level guidelines for agencies for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor an Agency's Justride Mobile Ticketing platform

This document outlines the performance measurements for the entire Justride platform, its SDK, and critical path third party providers. It will describe the definitions and terms used to monitor and respond to any performance related issue and escalation protocols should any incident impact the normal operations of the Justride platform.

These guidelines apply solely to an Agency's live production environment and do not cover other applications or environments, which, from time to time, may be made available to the Agency for the purpose of reviewing or testing new features and functionality, or which may be used to demonstrate features during a contracting process.

INTRODUCTION

Masabi provides a scalable, robust and responsive Incident Management process to administer an effective, highly redundant mobile ticketing platform for large metropolitan agencies. It utilizes a combination of best-in-breed cloud hosting through Amazon Web Services (AWS) with multi-layered load balancing, immediate scalability, and high-level incidence response. As additional measures, Masabi applies independent monitoring services for the components that make up the overall Agency mobile ticketing platform.

This document outlines the performance measurements for the entire Justride platform, its SDK, and critical path third party providers. It will describe the definitions and terms used to monitor and respond to any performance related issue and escalation protocols should any incident impact the normal operations of the Justride platform.

These guidelines apply solely to an Agency's live production environment and do not cover other applications or environments such as the UAT environment which, from time to time, may be made available to the Agency for the purpose of reviewing or testing new features and functionality, or which may be used to demonstrate features during a contracting process.

DEFINITIONS

As used in this incident guidelines, the following capitalized terms will have the meanings defined here. In the event of any conflict between the definitions provided in this Incident Management Guide and those provided elsewhere in the guide, the definitions in this guide will control for purposes of this Incident Management Guide.

- **Dedicated Support & Service**– Masabi has dedicated services and support personnel who are trained for Incident Response Management and who understand the protocols for triage, first response acknowledgement, troubleshooting and problem resolution. Due to the criticality of servicing a solution with high-touch point customer satisfaction and experience, this team is available 365 days a year, 24 hours a day.
- **Escalation**– In addition, Masabi provides escalation and account management processes through a documented prioritization, categorization and resolution program, which is focused on account management and communication in addition to handling the technical resolution, which allows for internal agency communication and understanding.
- **External Service**– Any equipment or service or component being provided by a third party.
- **Formal Review and Reporting**– Formalized Incident Reports are generated for any Incident that affects the level of service as agreed upon between Masabi and the Customer. An Incident Report involves teams across Masabi including IT Operations, Support, Account Management, Engineering, Product Management, Engineering and Quality Assurance.
- **Incident** – An Incident is an unplanned interruption to the Justride service, or reduction in the quality of the service, affecting the Agency or its end user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high-availability configuration is categorized as an Incident even though it does not interrupt service.
- **Live Status Notifications**– Masabi will notify agencies through the live status page and will display a status per component as well as top-level status calculated based on all affected components: I1 ‘Major Outage’; I2 ‘Partial Outage’; I3 = ‘Service Degradation’; and I4 = ‘Degraded Performance’
- **Logging an Incident**– If an incident should occur, an authorized Agency contact, using an Agency email account, will submit a support request using any of the methods in [Submitting Support Requests](#). If an acknowledgement is not received within 15 minutes, Agency has a secondary means of escalation through the Support IVR
- **Performance Uptime**– In general, outside of scheduled maintenance windows and planned outages (system upgrades), the Agency mobile ticketing platform operates on a 99.95% uptime performance. It was designed to be highly redundant, integrated with elastic load balancing, which can direct traffic to redundant servers in case of a failure or it can increase capacity during high volume processing times. Additionally, it is PCI compliant and it adheres to all agreed upon standards for financial transaction processing.



- **Priority** – Masabi’s Incident Management guidelines stipulate as a standard performance measurement a 4hour resolution for a Priority-1 (P1) incident and an 8hour resolution for a Priority-2 (P2) incident. Interim timeframes are stated for acknowledgement and assignment to provide Customers with an understanding that their issues have been received and are in the process for resolution.
- **Resolution** - An incident is considered resolved when the fix is deployed to production and/or end-users are no longer affected by the incident. For incidents which require App releases, an incident is considered resolved when the release is submitted to the App stores, Apple, Google Play or Testflight or Hockey App. Equally, SDK incidents will be considered resolved when the SDK revision has been updated. It will be assumed that if an app release is required, app releases required to fix P1 incidents will be automatically accepted by the Agency, however, if the agency chooses deployment to UAT prior to production, the incident will be considered resolved when deployed to UAT.
- **Response Time**– Masabi’s Response Time is formulated on a scaled basis determined by the categorization of the Incident Severity, which is measured by the degree of service limitation experienced by the Agency and other hosted customers.

In addition, for Incidents relating to AWS services, which is a critical component for providing overall service availability, Masabi and AWS operate with a 60 minute Incident Management Response plan, supported by Masabi’s own incident response time and processes.

- **Scheduled Maintenance**– means maintenance scheduled by Masabi to implement generic or agency specific changes to, or generic or agency specific version updates of, any app, back office system and network (and associated software and hardware configurations) supporting the Justride system.
- **Severity** – Agency’s incident categorization that correlates to Masabi’s Incident Priority. Incidents prioritized as P1 will be assigned a severity of, ‘Critical’; P2 = ‘High’; P3 = ‘Med’; and P4 = ‘Low’
- **Up-Time Performance**- A designation of Justride system performance by key system based on a monthly measurement excluding scheduled maintenance time according to Masabi’s System Maintenance policies.

ROLES AND RESPONSIBILITIES

Masabi and the Agency will designate individuals within each respective organization to perform the Incident Management tasks outlined in this guide. The Agency agrees to maintain and communicate the designated Incident Management roles as defined below.

Details of the designated parties can be found in the **Points of Contact** document ([Appendix F](#)).

MASABI ROLES & RESPONSIBILITIES

To ensure that Incidents and requests are handled efficiently, Masabi has implemented a two tier support structure that includes both Masabi Support technical leads (typically based in the UK) and Account Support leads (typically based in North America).

Masabi Customer Support

Masabi Customer Support provides comprehensive customer and technical support during standard business hours via London, UK and New York, USA. Masabi Customer Support is responsible for responding to inbound agency inquiries and tickets, troubleshooting with agency staff and escalating issues to product engineering when required. Masabi Customer Support monitors all inbound support tickets, collects troubleshooting data that is helpful to development and quality assurance, and provides general answers to agency staff on common questions and functionality queries. Masabi Customer Support is supported by Masabi IT Operations Support for round the clock global support and response.

Masabi IT Operations Support

Masabi IT Operations Support operates 24 hours per day, 365 days a year. Masabi IT Operations Support has the primary goal of triaging, investigating and resolving technical incidents, in accordance with agreed SLAs. The Masabi IT Operations Support team is capable of resolving complex incidents and providing effective workarounds that allow business operations to be resumed with minimal loss. Masabi IT Operations Support activities include, but not limited to the following:

- Contacts Agency in accordance with the Agency escalation contact protocol.
- Acts as a point of escalation for Incidents or ongoing issues.
- Creates an agreed-upon process for updates and notifications during the Incident Time Frame; and oversees the development of the official closing Incident Management Report
- Contacts Agency IT for any requests to implement a system outage necessary to enact a corrective action.
- Provides detailed updates and explanations to the Agency and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log.
- Collaborates with other secondary-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within Incident Management Suite.
- Ensures all development related fixes are recorded within the Product Development specific JIRA space.
- Collaborates with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent recurrence.
- If required, attend regular incident review meetings with the Agency. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Once incidents are resolved, tests and provides confirmation of resolution.



Account Management

An Account Manager is assigned to each agency upon contract award. The Account Manager is the day-to-day owner of an agency and its contract with Masabi. The Account Manager is responsible for the relationship management and agency satisfaction with Masabi and the Justride platform. Account Management activities include:

- Prime relationship management and contract management with Agency
- Responsible for tactical weekly status reviews with stakeholders
- Collates and distributes performance, financial and service reports.
- Conducts regular stakeholder reviews with the agency for product strategy, account strategy, and customer satisfaction metrics
- Acts as the Agency coordination point for any critical performance or service level disruption
- Reviews financial performance and assists with identification of additional ticketing channels and partnerships with other local agencies.
- Manages ongoing maintenance of the live deployment and coordinates schedules of updates and new feature releases

AGENCY ROLES & RESPONSIBILITIES

To facilitate incident management performance, Masabi requests that an Agency designates specific internal owners of the Justride mobile platform, as recommended below.

Agency Justride Application Owner

- A designated owner of the Justride platform as known to all agency staff and stakeholders. It is recommended that this person shall have decision making authority for the Justride platform, and release authority for Apps to be submitted to the Apps stores. This role is typically a Director of IT or Fare Collection
- Attends regular service review meetings with Masabi and, if necessary, attends incident review meetings. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Provides approval for any required outages that affect the system or product necessary to implement a corrective action.
- Acts as a liaison between internal parties and Masabi for inbound and outbound incident reporting and coordination; coordinates internal team communication.
- Notifies internal functions of the status of Masabi services
- Notifies Masabi of any known hardware or operating system changes or updates.

Primary Agency Contact IT Service / Customer Support Desk

- Responds to the Agency's customer reported issues and submits Support Tickets on Agency behalf to Masabi for investigation and resolution.
- Acts as the single point of escalation for the Agency customer.
- Manages and tracks any raised incidents or requests submitted to Masabi.
- Raises known or discovered incidents through the Masabi Support process
- Provides support to internal functions utilizing Masabi services.
- Provides symptoms, investigatory information and support to the Masabi Support function.
- If required, attends regular incident review meetings with Masabi. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.



SYSTEM UPTIME PERFORMANCE

RETAIL PRODUCT SUITE PRIORITY ASSIGNMENT

Service	Monthly Uptime Percentage
Functionality critical for travel	
Mobile application based ticket purchase	99.95%
Mobile application based ticket retrieval and display	99.95%
Mobile ticket retrieval and display	99.95%
Mobile ticket activation and validation	99.95%
Functionality not critical for travel	
Hub	99.9%
Financial Reports	99.9%
Customer Services User Interface	99.9%

VALIDATION PRODUCT SUITE PRIORITY ASSIGNMENT

Service	Monthly Uptime Percentage
Ticket Validation Database (TVD)	
Availability of Scan Record data to other applications	99.95%
Record and manage Barcode Ticket Scan Records	99.95%
Distribution of Deny Lists	99.95%
Inspect Handheld application	
Barcode Validation	99.95%
Sync Scan records and Deny Lists with TVD database	99.95%
Gate-line, on-board and spot check mode	99.95%
Functionality not critical for ticket validation	
Raw Data Feed from TVD	99.9%
Hub	99.9%
Customer Services User Interface	99.9%
Validator Scan Performance	
On board validator scan through-put	200,000 max scans per hour based upon moderate load
Scan response	500 mil-sec per scan



DEFINITION OF AN INCIDENT

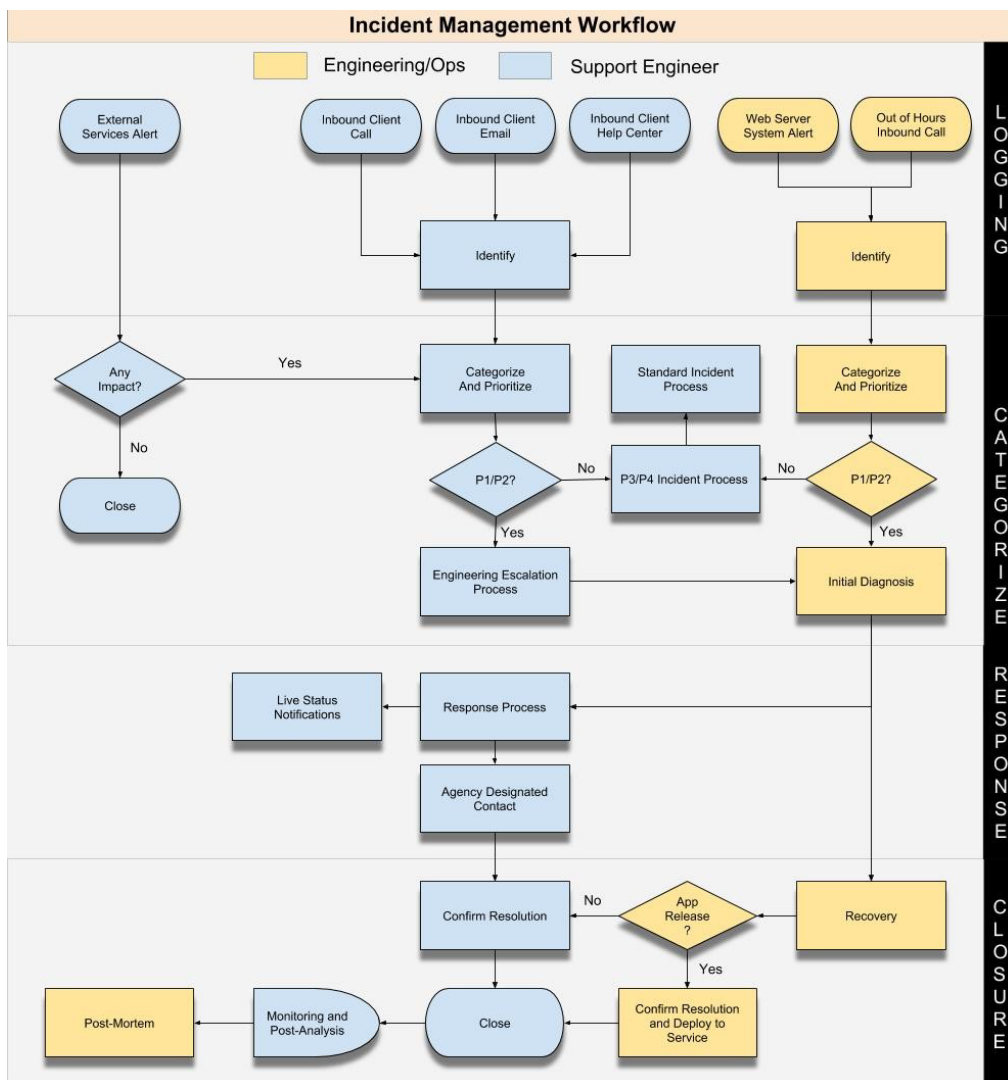
An Incident is an unplanned interruption to the Justride service, or reduction in the quality of the service, affecting the Agency or its end-user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high availability configuration is categorized as an Incident even though it does not interrupt service.

An Incident occurs when the operational status of a production item changes from working to failing or about to fail, resulting in a condition in which the item is not functioning as it was designed or implemented. The resolution for an Incident involves implementing a corrective action to restore the item to its original state.

INCIDENT LOGGING & CATEGORIZATION PROCESS

Overview

The priority and severity of an Incident are assigned during an initial triage as displayed in the 'General Process Flow Diagram' figure below.



General Process Flow Diagram



The above defined process flow handles all levels of Priority Status (P1 through P4). In most cases, Incidents rated as P3 & P4 do not apply to core or support systems with high business impact such as the ability to purchase, store, validate and activate tickets. For P3 and P4 incidents, a general workaround is known and can be applied with a change to behavior and/or the incident is isolated to one or a very small proportion of end-users. P3 and P4 incidents will be tracked and monitored in an Incident Tracking and Monitoring log; P1 and P2 incidents are logged here if, and only if, there are no short-term resolutions available.

Incident Notification Types

There are three channels for Acknowledging Incidents: email or phone call.

Notification Type	Frequency	Details
Live Status Page (recommended)	All P1-P2 Incidents	All subscribers to this service will be notified when a P1 or P2 incident occurs.
Email	Every P1- P4 incident	An email will be sent to the original submitter of the ticket. Support can request that an email is automatically cc'ed to any contacts listed in Appendix F
Phone Call	For inbound reporting of every P1-P4 incident	Scheduled conference calls for group communication and follow up on Incidents with agencies.

Incident Logging and Categorization

If Masabi Identifies a P1 or P2 Incident

Masabi's Justride system monitoring will immediately identify many Incidents. Should Masabi Support receive an alert that may indicate a P1 or P2 Incident, the engineer on-call will conduct the following:

- 1) Test the Service
 - a) Is it available?
 - b) Is it potentially a system-wide outage?
 - c) Are key services responding?
 - d) Can a ticket be purchased?
 - e) Does redeploying service resolve issues?
- 2) Escalate
 - a) Use instant internal messaging systems at Masabi to seek escalation and resolution guidance.
 - b) Inform Masabi Account Services who will:
 - i) Inform Agency Point of Contact(s) refer to [Appendix F](#)
 - ii) Keep Agency Point of Contact Informed via email refer to [Appendix F](#)
 - c) Initiate Technical Escalation Process
 - i) Functional Experts:



- (1) Retail - Engineering (on-call)
 - (2) Inspect - Engineering (on-call)
 - (3) Hub - Engineering (on-call)
 - (4) SDK - Engineering (on-call)
 - (5) Hardware- Engineering (on-call)
- ii) VP of Engineering
 - iii) CTO

If Agency Identifies a P1 or P2 Incident

In the instance that Agency encounters a fault with the Agency service, product, or system, Agency will submit a request to Masabi Support by following the steps below.

- Report the incident via any of channels recommended in Masabi's Support guide for agencies confirming the system or product, the symptoms experienced and where possible the quantity of users affected. Important: emails should be sent from an official Agency email account to validate the inbound request.
- If an acknowledgement of the email is not received within 15 minutes, the Agency should call Masabi Support via the Support IVR provided in [Appendix F](#). An on-call member of the Masabi Support team will be alerted following the P1 or P2 alerting channels.
- Agency will follow its contact protocol to notify the affected operational areas.
- Once the issue has been communicated to Masabi, by email, Masabi's Support Management Suite will automatically create an Incident ticket, corresponding ITN, Incident Record, and alert the necessary Masabi Support staff. The incident notification will contain the information that the Agency has provided, an ITN, and notes from Masabi Support once triage has commenced. If the incident is communicated by phone, the support representative will create an incident ticket with corresponding ITN, Incident Record.

For All P1 and P2 Incidents

- When alerted, the Masabi Ops TierOne team will begin to triage the issue or incident and assign a priority based on the detail that the Agency has provided or from Masabi's automated monitoring systems. To further Masabi's progress in triaging or investigating the incident, Masabi may conduct a conference call with the relevant parties to discuss in detail the symptoms, impact, suspected cause and any known resolutions or temporary workarounds.
- Should the investigation prove that the incident is of a complex nature or a resolution cannot be found within a timely manner, the incident will be escalated to subject-matter experts within Masabi. For example, if the issue is with the payment process, Masabi Support will immediately notify members of Masabi's Payments Team.

INCIDENT CATEGORIZATION

Once initial logging is complete, Masabi Support or the on-call engineer will categorize the Incident and define the impact level. Categorization of the incident is a factor in determining the prioritization, the level of effort required for the Incident Resolution and response plan

The table below represents the Incident Categorizations.

Incident Category	Description
Customer Retail App Incident	Customer application not available to end-users.



SDK Incident	Ticket purchasing via the SDK service is unable to provision new tickets
Hub Incident	Outage that affects the Hub backoffice but no customer-facing components.
Validation Incident	Affects the Inspect app, handheld validation, onboard validators or gate kits. Please refer to the Hardware policy for more information on custom hardware integrations. Affects the Inspect app and electronic validation.
Payment Incident	Outage that prevents purchases and/or refunds, but does not impact activations, Hub, etc.
Digital Wallet Incident	Purchases of new tickets using a digital wallet e.g. Apple Pay are unable to complete purchases
Ticket Usage Incident	Accessibility or outage which affects prior ticket purchases or activation which affect a widespread customer base (e.g. not a user error on a single ticket activation).
Full System Outage	No system components available to agency staff or end users.
Platform Degradation	Justride system components remain operational but below expected performance thresholds or time-outs exceed standard expected levels
External Services Incident	Includes external outages affecting Rider actions such as Ticket payments, email receipts, Masbai will always provide an advisory notification and Priority Level. Where Masabi manages the relationship (MPGS, Mandrill and Chase Paymentech), Masabi engineering will work diligently with the service provider to resolve all incidents.
Uncategorized Defect	Any other anomaly that is not classified in one of the above.

INCIDENT PRIORITIZATION

The priority (P-Value) of an incident is assigned during the logging and categorization (triage) phase; the level of priority is determined by the level of impact or service limitation experienced by the Agency.

Support or the on-call engineer will perform an impact analysis on the Incident and define an Incident response plan, following which, Masabi Support will contact the Agency through the original submitter of the ticket or contacts as listed in the [Appendix F](#). Additionally, if P1 or P2, all agency subscribers will be notified via the Live Status service. The support request or alert will also have an Incident Categorization assigned, as per the categories stated above.

In order to assess a P1 or P2 priority level, during Masabi triage, it is expected that the reported incident is reproducible and to have received multiple occurrences of the same reported incident; e.g., verification of a single payment failure that is not due to insufficient funds or typos in credit card details. If an incident is not reproducible, there are an isolated number of reports or only impacts support or minor systems, the incident should be classified as P3.

In order to define level of impact, Masabi will measure the data in the present and compare it to the same measurement in a comparable period of time in the past, for example, 30% total transactions have failed between 9:00-10:00AM UTC at the beginning of the month versus 0% transactions failed at the beginning of the previous month. If a live incident occurs during a non-peak period such as 3:00am and an incident may potentially affect 4 users out of 5 (85%), I4 will be applied.



Impact Values

- I1 – “Service” affected for more than 5% of criteria for analysis (users/payments/events)
- I2 – “Service” affected for less than 5% of criteria used for analysis (users/payments/events) but more than 1%
- I3 – “Service” affected for less than 1% of criteria used for analysis (users/payments/events)
- I4 - “Service” issue isolated to one or a very small proportion of criteria used for analysis (users/payments/events). However functionality may remain with a workaround.

System Definitions

Masabi looks at the area of the Justride platform and its components in addressing the Priority and Impact level. The following are the categories with examples of the functions Masabi uses for priority assignment:

- **Core Functions-** Ticket Validation, Purchases, Scanning Share
- **Support Functions-** Financial Data,, Data access e.g. TVD, Assets, reports, Hub CS Primary functions
- **Minor Functions-** UI, Analytics, Reports, Hub Non-revenue related actions
- **External Services-** Any third party services managed or monitored by Masabi.

*Hub CS Primary functions includes Customer search, Customer Blocking/Unblocking, Refunds

For a detailed priority classification table, please refer to the Appendix C(2).

Priority Assignment

Below is the priority assignment criteria that Masabi and the Agency use to classify priority of an Incident:

	Core Systems	Support Systems	Minor Systems
I1 – “Service” affected for more than 5% of criteria for analysis (users/payments/events)	P1	P2	P3
I2 – “Service” affected for less than 5% of criteria used for analysis (users/payments/events) but more than 1%	P1	P2	P3
I3 – “Service” affected for less than 1% of criteria used for analysis (users/payments/events) or service disruption is intermittent	P2	P3	P4
I4 - “Service” issue isolated to one or a very small proportion of criteria used for analysis (users/payments/events) or functionality may remain with a workaround.	P3	P3	P4

Target Response Times

Detailed below are the Incident Management targets for Masabi and the Agency; all timings are calculated from the moment the support request (Agency or automated) is received by Masabi’s Support function.

Masabi Priority	Acknowledgement	Prioritization/ Categorization	Guaranteed Response	Escalation/ Assignment ****	Resolution*
-----------------	-----------------	--------------------------------	---------------------	-----------------------------	-------------



P1	15 Minutes	25 Minutes	< 60 Minutes	30 Minutes	4 Hours
P2	15 Minutes	60 Minutes	< 4 Hours	60 Minutes	8 Hours
P3	15 Minutes	24 Hours	< 12 Hours	1 Business Day	As Defined**
P4	15 Minutes	24 Hours	< 24 Hours	3 Business Days	As Scheduled**

(*) Resolution times are defined as the maximum time in elapsed minutes from the initial support request (e.g. total time) and includes time allocated to prior stage

(**) As defined by the resolution plan agreed between Masabi and the Agency. Masabi will provide a working plan for a P3 incident which provides a timeline within 5 working days of the escalation and assignment. Total resolution time is based upon a number of factors that will be negotiated in good faith with an agency e.g. assigned to a specific app release on specific future schedule, providing an alternative workaround, and prioritization of development resources.

(***) As scheduled, pending requirements and evaluation performed on a case by case basis.

(****) Incident response plans (aka, corrective action plans) are determined based on the assigned priorities and severities. The assigned priority dictates the time by which Masabi will provide the Agency with the details of their planned corrective actions. For example, "Priority" (P) P1 issues are responded to within a guaranteed response of <60 minutes.

QUICK REFERENCE PRIORITY ASSIGNMENT EXAMPLES

The following is a matrix providing a quick reference to help define priority levels for the most common categories

Critical - P1	Urgent - P2	Normal - P3	Low - P4
Resolution: 4 hours Guaranteed Response : <60 mins	Resolution: 8 hours Guaranteed Response <4 hrs	Resolution: As Defined Guaranteed Response :<12 hrs	Resolution: As planned Guaranteed Response : <24hrs
Example Scenarios			
<ul style="list-style-type: none"> Tickets cannot be purchased or validated for high % of customers Outage on all systems Scanned Tickets not syncing on DB 	<ul style="list-style-type: none"> Tickets cannot be purchased or validated for low % of customers Hub site down affecting primary CS functions i.e. refunds 	<ul style="list-style-type: none"> Tickets cannot be purchased by a handful of customers Can't download financial report Unable to send receipt Unable to view In-App Help Section 	<ul style="list-style-type: none"> Minor cosmetic issue Hub dashboard has data errors Unable to download validation report Cannot pay using digital wallet (must enter card details)

INCIDENT ESCALATION

OVERVIEW

Masabi provides an Incident Management Process that offers 24/7 coverage 365 days a year. Masabi has the primary goal of triaging, investigating, developing corrective action plans, and resolving Incidents, in accordance with stated service level agreements (SLAs). To ensure that Incidents and support requests are handled efficiently, Masabi has a Support and Incident escalation management program which quickly addresses high priority issues (P-1P2), while also providing more generalized support ticket response management (P3-P4 and other general inquiries).

RESPONSE PROCESS

Any Agency support requests should be raised through the proposed channels (listed in [Appendix F](#)) by Agency's authorized contacts. If the incident is perceived as a P1/P2, please call the support IVR or send an email to criticalsupport@masabi.com. Receipt of this email will trigger the Incident handling and tracking mechanisms to ensure a support engineer is assigned to triage and address the support request. Similarly, when Masabi's automated monitoring systems indicate a possible system outage; this will trigger the Incident handling and tracking mechanisms to assign a support engineer, too. If the Agency has not received an acknowledgement within 15 minutes of emailing the Masabi Support email address, the Agency should call the support number listed in [Appendix F](#) of this document or the Masabi Help Center. Additionally, in either case, once the Incident Priority and Category have been established, the Agency escalation contact protocol should be followed to allow the Agency to inform the affected operational departments quickly.

INCIDENTS RESOLVED BY RELEASE

These Incident Response Guidelines apply as much as Masabi are in control of deployment/release of the service. For example, Masabi is unable to provide guarantees for App store approvals and release times as they are in the hands of Apple and Google respectively.

INCIDENT TRACKING AND MONITORING

For all incidents, Masabi Support will generate an Incident Tracking Number (ITN) from Zendesk (Masabi's Incident Monitoring Suite) that is assigned to the incident record, incident log entry and incident response plan. The ITN number is used for any follow-up referencing, as well as Tracking and Monitoring the status of corrective actions. The Incident Tracking and Monitoring log will be reviewed as part of the regular service review meetings.

INCIDENT CLOSURE

Once the Agency and Masabi have confirmed the incident has been resolved, the incident record will be closed and the status of the incident log entry will be changed to resolved/closed. Additionally, the below steps shall be followed. Please note, if the Agency has not received confirmation from Masabi Support, but Masabi has documented that incident has been resolved and service has resumed, the incident record will be closed, and the Agency will be notified:

- When the incident has been resolved, the incident record will be updated, and the Agency will be notified.
- Upon resolution and closure, the incident will be reviewed by the Masabi Support function. The incident will then feature within Masabi's reporting system, should the nature of the incident

appear within a trend; the incident will form a record within Masabi's Problem Management Process, leading to consideration for further enhancement to the product or system.

- If any downtime or system outage is encountered a full report will be provided to the Agency within 10 (ten) Business Days; detailing the root cause, steps taken to resolve, and measures

implemented to deter a repeat occurrence. Time to develop the full Incident Report is determined by the severity of the problem and the level of investigation, if development is required, and platform wide impact. The Incident Report is the official recording of the Incident Management Process and Resolution; however, it is not the only communication during an incident timeline. During an incident, customers can expect to receive frequent updates on the cause, steps being taken in the troubleshooting process, updates on new information that may affect the outcome and standard stakeholder briefings. Masabi will work collaboratively to define the interval of communication best suited to the incident category and prioritization. For P1 and P2 category events, Masabi will communicate updates in 30 minute intervals.



APPENDIX C 2)- INCIDENT MONITORING PRIORITY CLASSIFICATIONS

SYSTEMS DEFINITIONS MATRIX

The following is a non-exhaustive list used priority assignment which is provided for information purposes. Masabi reserves the right to modify this table. For any assignments which are not covered, please contact the Support team. This is provided for informational purposes. Masabi reserves the right to modify this table.

Incident Category	Core Services	Support Services	Minor Services
Retail (Mobile)	Login & Access Ticket Purchase with each payment method Ticket Retrieval & Display Ticket Activation & Validation	Ticket Refunds User Verification (no guest accounts) Ticket Purchase with Saved Cards	External Links User Verification (guest accounts) UI anomaly
Retail (Web Portal)	Login & Access Ticket Purchase with each payment method Download Paper Ticket Account Setup Web-Mobile sync	Manage Customer Account Ticket Purchase with Saved Cards	User Interface Profile FAQs access Download Receipts
SDK / API	Ticket Provisioning Ticket Purchase Ticket Retrieval & Display Account Authentication	N/A	User Interface
Hub	Machine Login (validation affected) Asset Management	Financial Reports Machine Login Management Tariff configuration Entitlement Provisions Access and Login Customer Services Search Customer Refunds	Data extracts download Analytics Dashboard Availability Pattern Fraud Detection (If included)
Validation (Mobile)	Ticket Validation Validation data sync (scans/deny/block lists)	Authentication Watermarking Record and manage Barcode Ticket Scan Records Ticket Scan Actions	Metadata User Interface Preferences
Validation (Fixed)	Ticket Validation Validation data sync (scans/deny/block lists) Gates & Spot checks	Authentication Watermarking Passback Control Record and manage Barcode Ticket Scan Records	Metadata User Interface
Payments (Internal)	Payment Processing	N/A	N/A
Full System Outage	All Services	N/A	N/A
External Services	Payment Processing via PSP	Email Notifications Email Receipts	Zendesk AWS SQS



		AWS S3	
Uncategorized Defect	Any uncategorized defect	Any uncategorized defect	Any uncategorized defect

APPENDIX D – MASABI HARDWARE RMA PROCEDURE FOR JUSTRIDE VALIDATORS

NOT USED – SEE SEPARATE HARDWARE WARRANTY DOCUMENT AT SCHEDULE 5 OF THE CONTRACTOR’S SAAS & VALIDATOR TERMS



APPENDIX F – POINTS OF CONTACT

All agencies will be provided with the following point of contact for their account as shown:

AGENCY SUPPORT

Title:	Support Contacts
Standard Support Email	support@masabi.com
Critical Support Email	criticalsupport@masabi.com
UK Phone(Local)*	+44 (203) 750 9812 (Critical Support Option # 1 & 1)
US Phone (Local)*	+1 (917) 810-7644 (Critical Support Option # 1 & 1)
US Phone (Tol-IFree)	+1 (800) 290-8851 (Critical Support Option # 1 & 1)

RIDER/PASSENGER SUPPORT

If you have contracted Masabi to provide 1st line support to your riders/passengers, the contact details for your riders are:

Title:	Justride Rider/Passenger
Support Email	help@justride.com
Phone:	+1 (646) 836-9165 (Voicemail only)

ACCOUNT SUPPORT

Title:	xxxx
Email:	
Phone:	

Title:	xxxx
Email:	
Phone:	



Management Contacts

Your initial contact for logging a new request is with Masabi Support, whether by telephone, email or online form.

In the event that you are not satisfied with the level of support, you may escalate a given request to any of the levels described here:

- Account Manager
- Project Manager
- Support Manager
- VP of Global Services

To escalate an issue, please email Masabi Support and ask to speak to one of the above representatives. Direct contact details can be provided on request for the Support Manager or VP of Global Service

Agency– Example of Points of Contact

An agency shall submit to Masabi an Agency Point of Contact as shown

Primary Agency Contact

Title:	Agency – e.g, IT Support
Email (3 service desks):	
Phone:	

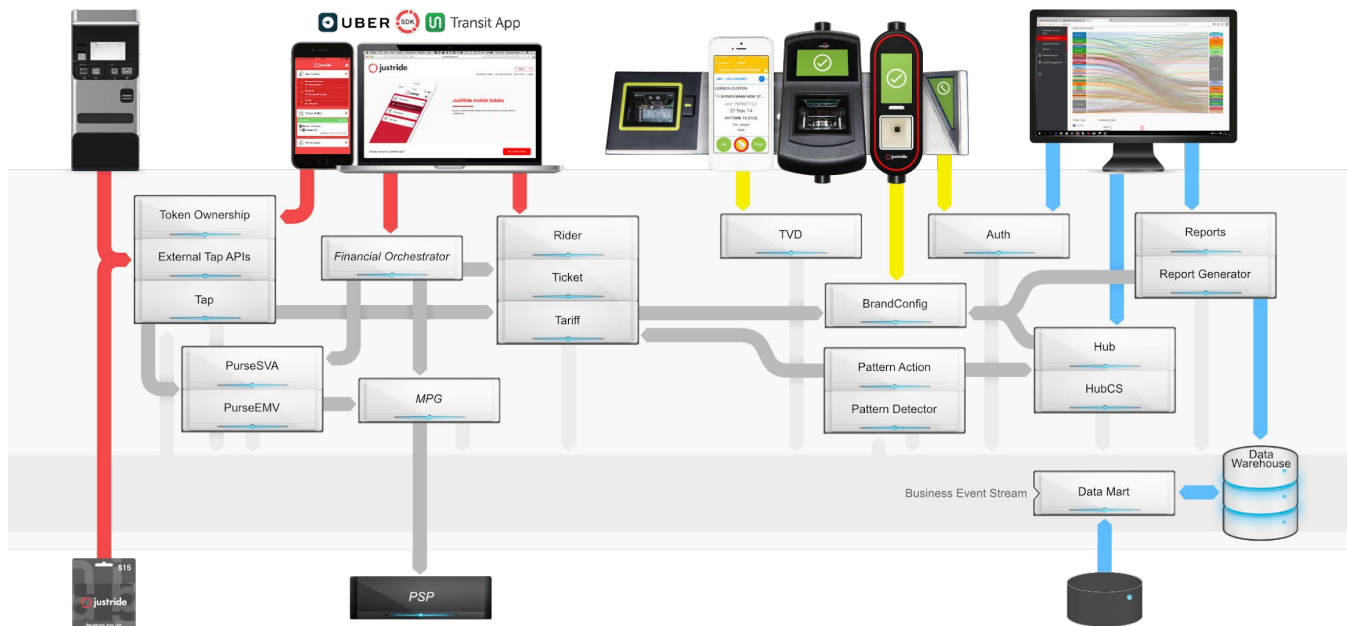
Secondary/ Additional Contact–

Title:	Agency – Secondary Contact
Phone:	

APPENDIX G– SYSTEM ARCHITECTURE & PERFORMANCE

AGENCY SYSTEM ARCHITECTURE

The Agency mobile ticketing platform comprises several components operating on an AWS hosted service for maximum scale and redundancy.



Agency Ticketing System Architecture Diagram

SYSTEM RESILIENCY AND UPTIME

Masabi maintains best-n-class uptime using an extensive hosting design based on Amazon's AWS cloud hosting products, featuring multi-availability zone redundancy on all components where each availability zone is a fully independent geographically discrete building, with separate electricity supply, cooling and internet connection.

As shown in the diagram above, traffic comes into redundant Elastic Load Balancers (ELB), which split the traffic to a redundant set of servers in different zones running the lightweight Nginx web server. These act as a routing layer, directing requests on to the appropriate service.

All databases within the system also offer multi-zone redundancy using Amazon's RDS product, offering a master/slave database pair where an unresponsive master can automatically be swapped out for a slave containing identical data. In a number of services, additional read replica databases are used to segregate heavy read load from impacting updates to the master data.

The diagram below explains both the redundancy across discrete zones for an individual service, and the ability to auto-scale to meet demand:

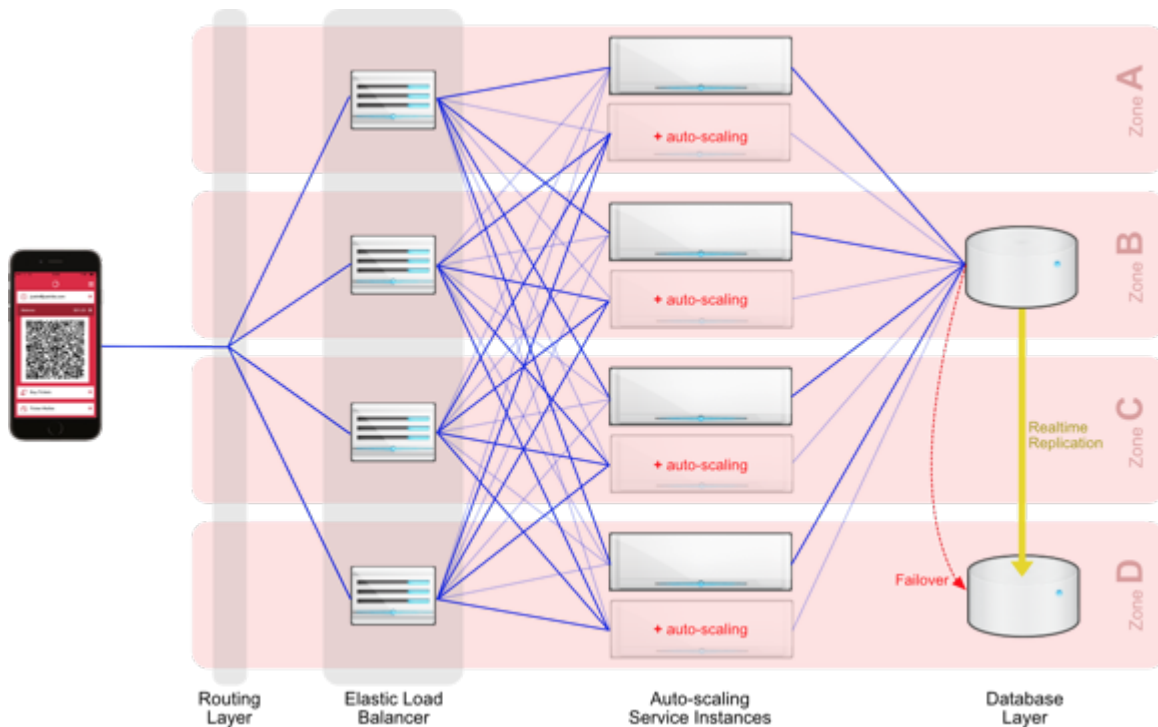


Diagram of Masabi AWS architecture for system resiliency

Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. Alerts are sent to the 24/7 support team if any health check fails, for immediate attention.

Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. Alerts are sent to the 24/7 support team if any health check fails, for immediate attention.

Key Benefits of an AWS Hosting Environment as Configured Include:

- Continuously updated as hardware improves.
- Load balancer with built-in redundancy, automatically coping with the loss of a datacenter while continuing to serve traffic.
- Enables horizontal auto-scaling up to cope with demand, and down when not required.
- Auto-scaling also enables self-healing, recreating a new server if one locks up.
- Hosts Agency eTix's core MySQL databases, which are automatically backed up.
- Automatic failover and multi data center redundancy.
- Upgrades power and memory quickly if scaling is an issue.
- Can rapidly create complete DB snapshots for offline tasks without affecting live service.
- Simple scalable storage system used for a range of tasks inside the platform.



PERFORMANCE AGREEMENT BETWEEN AWS™ AND MASABI

AWS Incident Response targets are provided under the general Terms & Conditions between AWS and Masabi as a Business Service Provider. Full details of these terms can be found on the AWS website at, <https://aws.amazon.com/>. All timings are calculated from the moment the support request is received by the AWS support function.

Amazon Web Services (AWS™)

- Provision of a secure cloud hosted environment
- Provision of Cloud based storage
- Provision of up to seven (7) globally based data centers
- Provision of fully accredited disaster recovery mechanisms
- Provision of load balancing and maintenance services
- Hosts all Masabi Back Office Products and Services

AWS Response Time

At minimum, any and all requests provided by Masabi will be responded to within 60 minutes by an AWS Cloud Support Developer. In addition, there are unlimited incident reporting capabilities under the support agreement between Masabi and AWS. After the initial “Response”, all incidents will follow the Incident Categorization and Prioritization as outlined in this document.

THIRD PARTIES SERVICES INCORPORATED INTO THE AGENCY MOBILE PLATFORM

Detailed below are the third parties that provide services to Masabi to support the Agency platform. Parties noted below provide individual service monitoring in addition to the monitoring provisions provided by Masabi. On a case by case basis, the Agency may opt to use their own preferred service provider.

Apple Application Repository (iTunes Store™)

- Provision of a publicly accessible mobile application repository
- Provision of a strict iOS compatibility and approval process for application submissions

Google Application Repository (Google Play Store™)

- Provision of a publicly accessible mobile application repository
- Provision of a strict Android compatibility and approval process for application submissions

Payment Gateway/Merchant Acquirer Services

MPGS/Braintree/Chase payment services

- Provision of MasterCard / Visa Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities
- Provision of fraud detection services

Braintree Payments Settlement Service

- Provision of MasterCard / Visa Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities



- Provision of fraud detection services

Customer Defined Payments Settlement Service (e.g. Chasepayment, PayEezy etc.)

Customers may opt to use alternative payment services with payment gateways/merchant acquirer services other than bundled services as provided by Masabi.

- Provision of Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities
- Provision of fraud detection services

If the Agency opts to use alternative payment services other than bundled services provided by Masabi, where possible, Masabi will send out an advisory notification to alert you of any potential impact to the Masabi platform. The Agency will ultimately bear responsibility for contacting the third party service in all events.

INCIDENT MONITORING

Masabi monitors the health of the Agency system via web server performance management solutions, which easily integrate into the AWS cloud services to monitor server performance and availability. The service is live-monitored using a full suite of tools including AWS Cloudwatch (with capacity alarms), AlertLogic, LogEntries triggers and other similar technologies. These events all flow through notification services to the Customer Support Team and Operations teams, as is appropriate to the event. Additionally, there is live monitoring using visible dashboards in the offices (allowing human glance pattern change recognition) and regular manual review of capacity, costs, and system behaviors for diagnosing potential resource constraints and/or unexpected changes in behavior.

LIVE STATUS PAGE AND AGENCY NOTIFICATIONS

Masabi's monitoring and alerting tools monitor its services and hardware 24/7. When an incident occurs, Masabi will complete an initial triage. If an incident is deemed of a critical or urgent nature, Masabi will communicate the status of its systems or infrastructure through Statuspage.

Scheduled maintenance notifications are also sent through the Live Status Page. Scheduled maintenance is displayed right on the page

Incidents are prominently displayed at the top of the page for agencies to see when they log-in and they have easy access to subscribe to further updates via email or SMS.

MONITORING & ALERTING TOOLS

StackDriver2

- Provides detailed granular monitoring of all servers.
- New servers are automatically recognized and integrated into monitoring when added by the ELB.

PagerDuty

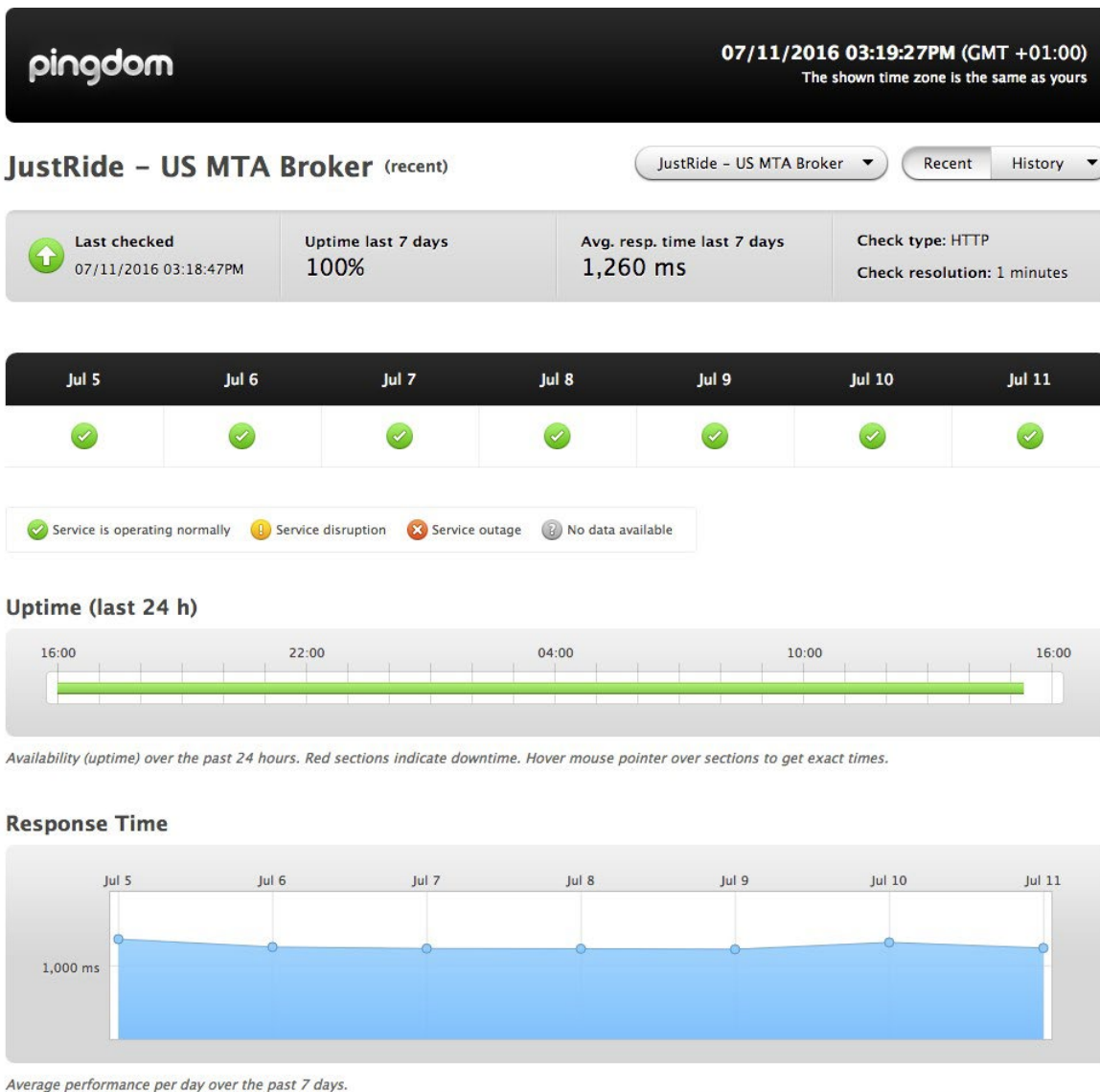
- 24/7 Masabi Support operations are contacted using PagerDuty alerting, which integrates cleanly into AWS.

LogEntries

- A central log store essential for de-bugging maintenance, Log Entries is able to automatically accept logs from new Amazon nodes when added crucial when those nodes may be torn down at any point; e.g., during auto-recovery, which would otherwise result in loss of logs required for diagnostics.

Pingdom Health Checks

- Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. If an incident occurs, Masabi personnel are immediately alerted via SMS, email, or in-app notifications from various potential points of failure. In addition, the web server performance management monitoring will present load balance, server uptime, and overall health checks on services. Alerts are sent to Masabi Support if any health check fails, for immediate attention.



An example of uptime monitoring alerts


07/12/2016 11:03:45AM (GMT +01:00)
The shown time zone is the same as yours

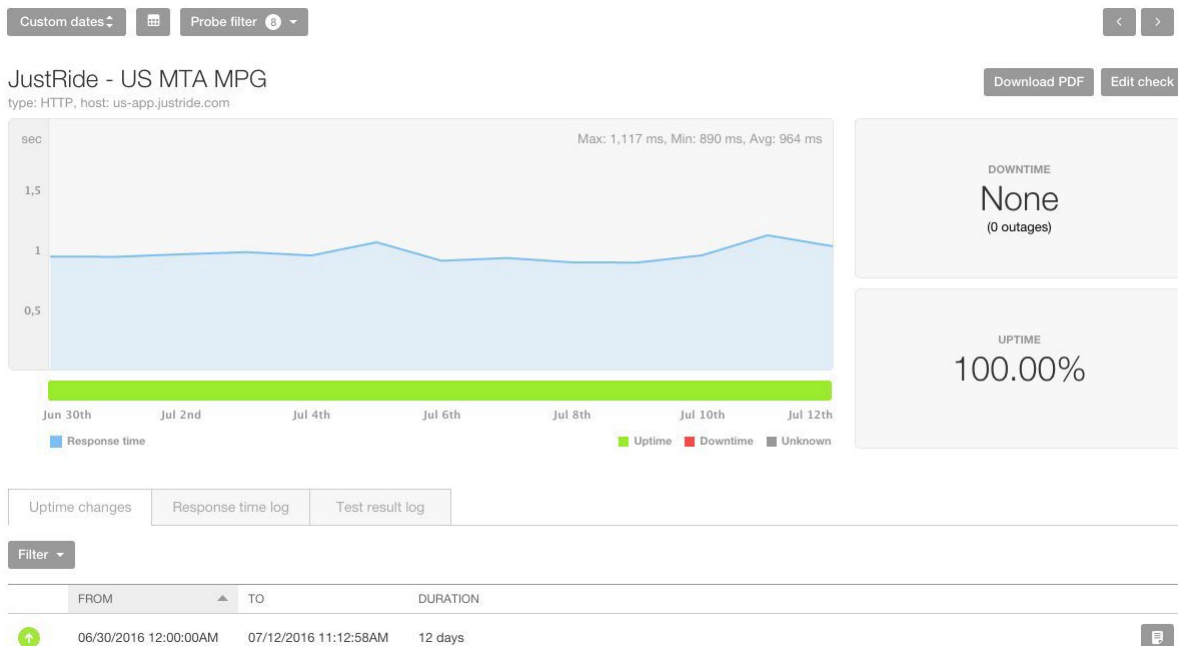
Overview

Name ▲	Jul 6	Jul 7	Jul 8	Jul 9	Jul 10	Jul 11	Jul 12
↑ JustRide - US MTA Broker	✓	✓	✓	✓	✓	✓	✓
↑ JustRide - US MTA MPG	✓	✓	✓	✓	✓	✓	✓

✓ Service is operating normally
 ! Service disruption
 ✗ Service outage
 ? No data available

Uptime monitoring provided by [Pingdom](#)
[Get your free account](#) and monitor your uptime

An example server availability report.



An example of uptime monitoring alerts

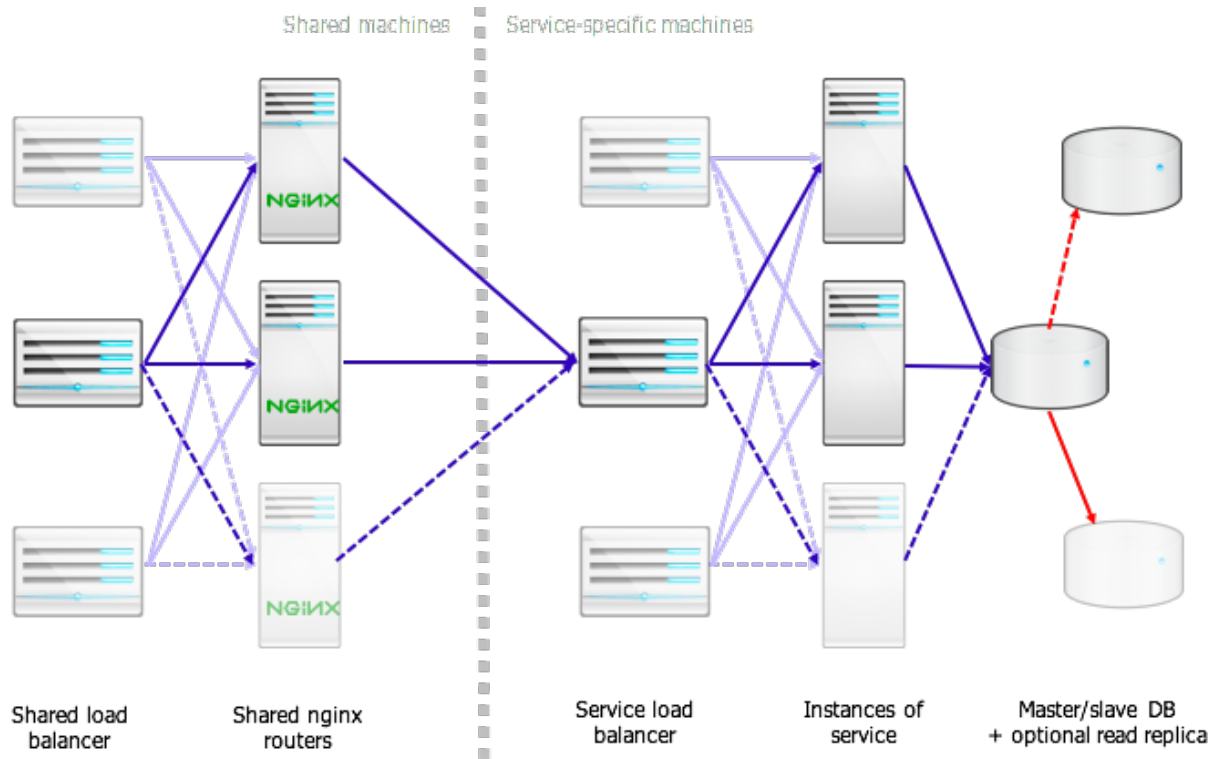
PERFORMANCE MONITORING

Each service's ELBs respond to demand, using auto-scaling to increase the number of servers hosting any service under heavy load, removing these again down to a minimal level as demand slackens – ensuring the service doesn't lock up at peak times without overprovisioning hardware or response times.

The service is monitored using StackDriver and New Relic third party tools, helping alert Masabi Support to live issues and helping Masabi rapidly diagnose any problems or automate provisioning of additional

servers. Extensive performance testing is carried out on major releases to ensure that response times and capacity have not been impaired by changes.

The diagram below outlines the architecture of the load balancing process, routing of inbound traffic onto multiple nodes, and the ELB process to create multiple instances of a service at peak performance.



APPENDIX H – DISASTER RECOVERY PLAN

MASABI DISASTER RECOVERY STRATEGY

Where is Masabi present:



Current Masabi AWS Region deployment:

- UW2- US West 2- Oregon- North American clients
- EW1- EU West 1- Ireland - European clients
- EW2- EU West 2- London - Secondary VPN entry point
- EC1- EU Central 1- Frankfurt - Backups / DR Site
- AS1- Asia Pacific1 - Singapore- Asian clients
- AS2- Asia Pacific 2- Sydney- Australian clients

Summary of current strategy:

All Masabi services are deployed to multiple availability zones (AZ's). Availability Zones are designed for physical redundancy and provide resilience, enabling uninterrupted performance, even in the event of power outages, Internet downtime, floods, and other natural disasters. This means if one of the AWS 'locations' within a region were to be taken offline, Masabi services could continue to operate as normal. This holds true for server instances and database backends.

AWS builds its data centers in multiple geographic Regions as well as across multiple AZs within each Region. Each Region is isolated from the others. And AWS AZs are true AZs: completely separate buildings kilometers apart for complete redundancy.

Also automatic daily database backups of all production databases are taken, these backups are kept for 7 days.

Regular snapshots are taken of all data to a separate AWS account, which has limited login access to ensure it can be recovered should the account be compromised.

If an entire AWS region was taken offline (meaning the complete loss of 3 physically separate availabilityzones) Masabi would bring that production stack up within the secondary AWS account using automatedprovisioning tools. This process would take approximately half a day to complete.

What can the current plan mitigate against:

- AZ Failure- TTR- 2-3 minutes (time take to automatically failover to standby database)
- Malicious damage to main production account TTR- 1 day
- Data loss or corruption- Daily DB backups kept for 7 days

End of Document



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Acting Planning Director
Alex Beim, Strategic Planner

TITLE:

Contract: Long Range Transit Plan (LRTP) Development Services (Nelson/Nygaard Consulting Associates, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize UTA's Executive Director to execute the contract and associated disbursements with Nelson\Nygaard for the development of an agency wide Long-Range Transit Plan in the amount of \$349,000

BACKGROUND:

UTA is developing a 30-year Long Range Transit Plan (LRTP) focused on understanding and responding to the future needs of the communities we serve. This plan will provide a comprehensive, system wide vision to guide UTA's planning into the future.

The primary goals of the LRTP process are to:

- **Strengthen partnerships with the communities UTA serves** through collaborative plan development
- **Assess long-term transit needs** through data collection and analysis, as well as public engagement
- **Develop a system-wide vision for the future** to meet anticipated needs through improvements across all modes of the transit system
- **Establish strategies for implementation** through a financial analysis and identification of potential partnerships and resources needed to achieve the long-term vision

The LRTP will serve as a complementary planning process to the Regional Transportation Plans (RTPs) developed by Mountainland Association of Governments (MAG) and Wasatch Front Regional Council (WFRC). Like the RTPs, the LRTP is planned for adoption in 2023 and will be updated on a 4-year cycle. Unlike the RTPs,

the LRTP will include all aspects of local and regional transit service delivery across the UTA service area.

DISCUSSION:

Nelson/Nygaard is to provide work that will result in the completion of the first UTA LRTP as well as establishing a replicable process to be used to update the plan on a four-year cycle. This scope of work documents the steps necessary to support the Utah Transit Authority in the development of a Long-Range Transit Plan for a 30-year time horizon. It includes a robust public involvement effort with two phases of outreach. Specific tasks to be completed include:

1. **Plan Definition** to incorporate a series of guiding principles that will ensure the plan and process meet local needs.
2. **Public and Stakeholder Engagement** including various types of outreach activities, tools, and methods as well as creative, convenience-based approaches to communicating with major stakeholders, elected officials, internal stakeholders, and the general public.
3. **Systemwide Needs Assessment** to help develop a replicable and nuanced understanding of travel needs within the Wasatch Front.
4. **Plan Vision Development** based on a robust process to create a systemwide vision for transit across the region.
5. **Financial Analysis and Strategies for Implementation:** Upon completion of the vision plan, the LRTP will include an analysis of phased cost for implementation as well as strategies to achieve the vision.

Nelson/Nygaard, which has extensive experience in transit planning and helping regions across the country develop similar long-range plans, was selected for the study using a qualifications-based procurement method.

CONTRACT SUMMARY:

Contractor Name:	Nelson/Nygaard Consulting Associates, Inc.
Contract Number:	22-03577VW
Base Contract Effective Dates:	July 2022 - December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$349,000
Amendment Amount:	N/A
New/Total Contract Value:	\$349,000
Procurement Method:	Competitive Procurement
Budget Authority:	Strategic Planning 2022 Budget: \$125,000

ALTERNATIVES:

Without the development of an agency wide LRTP, UTA would not develop a holistic, systemwide vision for the future of transit across the region. UTA could continue to rely solely on the Regional Transportation Plans developed with MPO partners, but there would continue to be the inability to share the planning for the future underway at UTA that goes beyond major regional projects. The LRTP will develop a system-wide vision to meet anticipated needs across the region through coordinated improvements to the transit system. UTA could not develop this coordinated vision. However, this could result in reactionary and disjointed planning.

FISCAL IMPACT:

- Total contract not to exceed amount: \$349,000
 - 2022 LRTP budget: \$125,000
 - 2022 LRTP estimated expenditures: \$74,000
 - 2023 planned LRTP budget: \$275,000
-

ATTACHMENTS:

Contract #22-03577VW - Long Range Transit Plan (LRTP)

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03577VW

Long Range Transit Plan Contract

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Nelson\Nygaard Consulting Associates, Inc. (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for the development of an agency wide Long Range Transit Plan.

WHEREAS, On April 20, 2022, UTA issued Request for Proposal Package Number 22-03577VW (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

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. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Consultant 's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. **PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract Section 1.b.-d. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant .

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31, 2023. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned

upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made for services provided and expenses incurred on a monthly basis and invoiced as set forth in Section 9.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **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 Professional Services Supply Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
 3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms

4. Consultant 's Bid or Proposal including proposed terms or conditions

Any Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **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.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant 's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant 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 Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant 's failure to provide timely written notice as provided above shall constitute a waiver of Consultant 's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant 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 Consultant 's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Consultant shall invoice UTA not more than monthly for Services provided in the prior month. Consultant shall submit invoices to ap@rideuta.com and copy Alex Beim (abeim@rideuta.com) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant 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 non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultant s, agent, officers, directors, employees, joint owners, affiliates and consultant s.

11. **USE OF SUBCONSULTANT S**

- a. Consultant 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 subconsultant s, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subconsultant s.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Thomas Wittmann, Senior Principal/PM

Mariel Kirchen, Senior Associate/Deputy PM

George Maier, Senior Associate/Project Planner

Oren Eshel, Senior Associate/Project Planner

Jennifer Johns, Senior Planner/Modeling Lead

If the consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages . The foregoing shall not apply in the event Consultant's key personnel are no longer available due to death, ongoing illness or termination of employment.

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant , require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant 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, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant . If the Contract is terminated for convenience, UTA shall pay Consultant : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. FOR DEFAULT:

If Consultant (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 subconsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONSULTANT 'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant 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. Consultant 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 Consultant 's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant 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 Professional Services furnished by Consultant prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant 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 this 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. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant 's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). 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. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultant s utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Consultant before entering into this Contract.
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant'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.

18. **GENERAL INDEMNIFICATION**

Consultant shall indemnify and hold harmless, but shall have no duty to defend, UTA, its officers, trustees, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, 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 to the extent caused by the intentional misconduct, recklessness or negligent acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the negligent failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, 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, Consultant'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 Consultant shall not apply to the extent that claims arise out of the negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum 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 minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form", subject to the policy terms, conditions and exclusions, basis.
 - 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and contractual liability coverage, subject to the policy

terms, conditions and exclusions.

- General Aggregate (may be met through primary and excess policies) \$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 Consultant".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

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) (may be met through primary and excess policies)
 \$2,000,000 each accident

- 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Bodily Injury by Accident - Each Accident	\$100,000
Bodily Injury by Disease – Each Employee	\$100,000
Bodily Injury by 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 Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover damages to the extent caused by the negligent acts, errors or omissions in the performance of professional services.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Not Used.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On the general liability, auto liability and umbrella/excess liability insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Consultant 's general liability, auto liability and umbrella/excess liability insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA, except for professional liability. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or nonrenewed except after thirty (30) days prior written notice has been given 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 Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant 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. All certificates and any required additional insured, waiver of subrogation and notice of cancellation endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences, such approval shall not be unreasonably withheld. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONSULTANTS:** Consultant s' subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 products/completed operations aggregate/ \$2,000,000 general aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their general liability, auto liability and umbrella/excess liability policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

- a. Consultant 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 Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultant s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultant s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant , 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 Consultant 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 Consultant 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 subconsultant , Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONSULTANT**

Consultant is an independent consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant 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.
- c. 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.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Planning Director/Consultant's Managing Director	Five calendar days
UTA's Chief Planning and Engagement Officer/Consultant's President & CEO	Five calendar days

Unless otherwise directed by UTA's Project Manager, Consultant 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, then 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.

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **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.

27. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

Jennifer
Wieland, Managing Director
2 Bryan Street, Suite 300
San Francisco, CA 94105

- b. 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. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-

- 818.5) for the Consultant 's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subconsultant s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5 for the subconsultant 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS' FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

The parties enter into this 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 this Contract.

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this 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 this Contract.

36. **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. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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

37. **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.

38. **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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

**Nelson\Nygaard Consulting Associates,
Inc.:**

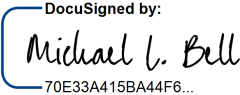


By: _____ Date: _____
Nichol Bourdeaux
Chief Planning and Engagement Officer

By: _____ Date: 7/8/2022
Jennifer Wieland
Managing Director & Principal
Fed ID#58-2592493

By: _____ Date: _____
Jay Fox
Executive Director

Approved as to Content and Form

By:  Date: 7/8/2022
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: _____ Date: _____
Alex Beim,
Project Manager

EXHIBIT A – SCOPE OF SERVICES

A. Introduction

This Request for Proposal (RFP) is issued to enter into a contract with a professional firm to provide work that will result in the completion of the first Utah Transit Authority (UTA) Long-Range Transit Plan (LRTP) as well as establishing a replicable process to be used to update the plan on a four-year cycle. This scope of work documents the steps necessary to support the Utah Transit Authority in the development of a Long-Range Transit Plan for a 30-year time horizon. It includes a robust public involvement effort with two phases of outreach.

Background

In 2019, UTA identified the need for a comprehensive long-range plan with the broad goals of aligning all of the agency's efforts and providing external transparency regarding all efforts underway. The onset of the COVID pandemic early in 2020 necessitated those efforts to develop this plan be paused. Since restarting this effort in 2021, UTA has initiated a municipal listening tour, visiting with city and county staff to learn more about what they see as the future vision for their communities, in terms of land-use and transportation. A timeline and general goals of the process have also been developed. UTA is currently seeking to enlist the expertise of a consultant team to assist in the creation of its first LRTP and the development of a sustainable process to keep the LRTP updated.

Purpose and Need

UTA has historically developed its long-range project plans through the Regional Transportation Plan (RTP) process led by the two MPOs serving the region, WFRC and MAG. While this collaborative process has yielded significant results, there remains a gap in the transit planning process. The RTPs only contain larger, regionally significant projects. Therefore, much of the long-range transit planning in the region has been project driven and led by external drivers. A more holistic approach to long-range planning is needed that includes an exploration of all potential future transit service. There is also a need for a more objective assessment of existing and future transit needs across the region. Therefore, the LRTP will include a system wide assessment of current transit needs across UTA's entire taxing district, as well as anticipated future needs. The plan will incorporate this assessment into a holistic vision for future planning and align all UTA's planning efforts to achieving this common vision.

Primary Goals

The primary goals of the LRTP process are to:

- **Strengthen partnerships with the communities** UTA serves through collaborative plan development
- **Assess long-term transit needs** through data collection and analysis, as well as public engagement
- **Develop a system-wide vision for the future** to meet anticipated needs and address social equity through improvements across all modes of the transit system
- **Establish strategies for implementation** through financial analysis and identification of potential partnerships and resources needed to achieve the long-term vision

Overarching Assumptions

- The final LRTP, along with any supporting materials, must be complete and ready for adoption by the UTA Board of Trustees (BOT), in 2023.
- The LRTP is intended to be a guiding document for all agency long range efforts. As such, the LRTP will need to be updated on a four-year cycle to accurately reflect internal and external changes.
 - The processes used in the development of this plan will need to be documented so that they can be replicated by UTA for future plan updates

B. Work Tasks

1. Plan Definition

The purpose of this task is to clearly define exactly what the UTA LRTP will be. This is UTA's first LRTP. Transit agencies across the country create and use long range plans which cover a wide spectrum. It is expected that proposers have experience with a variety of long-range plan types and formats in order to determine what elements and methods should be used in UTA's case.

Deliverables:

Guidance on the format and content of UTA's LRTP based on:

- Best practices from LRTPs from other agencies
- UTA's region specific context
- UTA's agency specific goals and organization

Criteria for Plan development:

1. Service design philosophy / paradigm
 - System design (gridded, geographic equity, commuter oriented, etc.)
2. Service design guidelines
3. Propensity index and criteria.
4. How is public and stakeholder feedback applied to the plan development
5. What are the objective metrics to determine service needs and how do we apply systematically (what service can exist in isolation vs. relying on the system of service to work)?
6. What is actionable criteria for subjective feedback (public, internal and external feedback) in regards to influencing the design of the service?

2. Public & Stakeholder Engagement

Engagement is anticipated to a major component of the LRTP. The development of this plan will not only require a robust plan for engagement with the public; it will also require substantial coordination and involvement from a variety of stakeholders including external partners and UTA staff, leadership, and Board of Trustees.

2.1 Public Engagement

The planning process will include two rounds of public involvement. Round one will take place in early 2022 and round 2 will occur later in the year, after the completion of a draft plan.

General public engagement goals include the following:

- Provide information about the long-range transit planning process
- Understand community vision for future (land use, transit, transportation, growth, housing, etc.)
 - Understand how public/community vision aligns with stakeholder/city vision
- Identify community priorities

- Understand community goals re: public transit & mobility
- Provide ongoing and meaningful opportunities for the public to engage with the LRTP process
- Engage in community-specific, relevant ways
 - In collaboration with and with the support of cities
- Ensure inclusive, equitable, and representative engagement by working with diverse communities across the service area

Round 1 goals:

- Involve the public and communities in identifying and defining transportation needs for their communities to directly inform the development of the LRTP
- Allow for a high level of involvement with communities in this phase
- Create continuity with public engagement, so there are two phases of engagement but there is ongoing engagement throughout the process, through communication, follow up, and reporting back.

Round 2 goals:

- Involve the public and communities in the review and feedback of the draft LRTP
- Confirm that we understood what the public told us during round 1 and that their contributions are reflected in the plan wherever possible (when not possible, provide transparent information about why things may not be included)
- Provide clear and defined ways for the public to provide input on the draft plan and let the public know how their feedback will be used at this stage.

2.2 External Stakeholder Engagement

External stakeholder engagement will include UDOT, WFRC, MAG, representatives from the private and public sector, including businesses, universities, and large medical institutions, and city/county staff.

2.3 Internal Engagement

This will include coordination among various UTA departments, as well as updates to senior staff, board, and advisory council. Ensure a multi-disciplinary approach to the LRTP, with a diversity of perspectives represented by internal stakeholders. Internal engagement begins during the plan definition and will continue throughout the process.

Deliverables

A detailed plan containing the following:

- Clear definition of the following for each of the three primary groups to be engaged with throughout the planning process (Public, External Stakeholders, Internal Stakeholders)
 - Objective/Goal of engagement, Level of engagement
 - Who are the appropriate participants to be included
 - What specific feedback and input is being sought
 - Why they are participating – how their input will shape the plan
 - Where will we engage with each group
 - When will engagement occur with each group throughout the process
 - How will the engagement occur (meeting format)
- Materials needed for implementation of public engagement opportunities for rounds 1 and 2
- Public engagement report summarizing efforts and findings included in final deliverables, which includes how public input was vetted and responded to

3. Systemwide Needs Assessment

The plan intends to articulate a comprehensive and nuanced understanding of current and future needs in relation to other regional planning processes via a systemwide needs assessment. This needs assessment will be informed by public engagement insights as well as other research, data collection and analysis tasks as described below.

3.1 Research

Essential Objective:

- Research best practices in transit needs and equity assessment
- Establish a baseline understanding of existing conditions and needs non-duplicative of existing plans and studies
- Identify uncertainties, opportunities, barriers, gaps, and tradeoffs pertinent to UTA's internal and external roles as well as influences

3.2 Needs Assessment Methodology

Essential Objectives:

- Develop an analytical, reproducible method and framework for strategically assessing the current and future transit needs of the region
 - This process should consider and account for resources currently available and utilized at the agency
 - This process should clearly account for any data limitations and potential bias
 - The method and framework should be tested
- Develop a phased implementation strategy/plan and series of performance measures/indicators
 - The strategy should make clear any potential trade-offs (e.g., met/unmet needs)
- Present assessment methodology and test results to UTA staff for review and feedback

3.3 Finalize Assessment and Document Results

Essential Objectives:

- Modify the assessment methodology based on iterative feedback from UTA staff and the planning process
- Finalize the assessment and document results of the assessment

Deliverables

- Technical memo detailing Task 3 efforts for inclusion into final plan deliverables
- Clear definition of methodology for public consumption as chapter in final plan
- An accessible, interactive web map
- Guidebook for internal use to perform the analysis again for the next LRTP update

4. Plan Vision Development

A holistic, system-wide vision for the future to the level of detail consistent with the format determined in Task 1 needs to be developed as part of the LRTP. The vision will need to be initially produced in draft format and further refined based on internal and external feedback.

- Inputs include
 - Data collection and analysis (Task 3)
 - Engagement (Task 2)
 - Existing UTA and external planning efforts including
 - Five-Year Service Plan
 - MPO RTPs
 - UTA Capital Plan
- Vision should include goals, objectives, and measures for achieving the goal
- Ensure internal agency plans and vision align

5. Financial Analysis and Strategies for Implementation

Upon completion of the vision plan, the LRTP will include an analysis of phased cost for implementation as well as strategies to achieve the vision.

5.1 Financial Analysis

The financial analysis needs to include an estimate of costs to implement the vision which includes both capital and O&M estimates for the 10-, 20-, and 30-year vision.

- The following financial scenarios need to be included in this analysis:
 - Cost for full implementation of vision
 - Fiscally constrained vision based on anticipated future funding
 - A “no additional funding” scenario, describing impacts to UTA’s system

5.2 Implementation Strategies

This section will provide an overview of implementation strategies, highlighting additional strategies that UTA does not currently employ.

- Examples of focus areas include:
 - Existing and potential future funding sources
 - Partnership opportunities
 - Process for ensuring alignment of current planning efforts with LRTP vision

C. Project Management and Schedule

The consultant team will be responsible for team coordination and maintaining progress of the project. Tasks to be completed include:

- Team organization
- Detailed stakeholder engagement plan describing communication methods among team and stakeholder groups as described in task 2
- Comprehensive scope with schedule, efforts, and who is expected to be involved in each portion of plan development
- Development of detailed plan for replication of this process during plan update in four years

The table below provides a general timeline for completion of tasks. The detailed schedule should reflect this timeline.

Task	2021				2022				2023		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Municipal Listening Tour											
Community Engagement Phase I											
Systemwide Needs Assessment											
Draft Plan Development											
Community Engagement Phase II											
Plan Refinement											
Plan Finalized											
Board Adoption of Plan											

D. Data Collection

The planning process expects data collection to occur throughout each of the work tasks described in Section B. UTA will provide internal data as necessary to the consultant and internal staff may be involved in data collection and analysis throughout the planning process.

Examples of data that may be procured by UTA and partner agencies include and are not limited to:

- Fare Usage
- Demographic Data
- Current Route Performance Indicators
- Customer Data and Surveys
- Internal Employee Experience and Satisfaction
- Policies
- Finances
- LRTP listening tour input
- RTP Plan and Project Data
- *Market Segmentation Data (TBD)*

Examples of other data that may be collected and analyzed throughout the LRTP process include and are not limited to:

- Social Equity and Inequity
- Access
- Travel Patterns
- Land Use
- Accessibility
- Infrastructure
- Energy Consumption
- Safety
- Resiliency
- Results of community engagement

E. Plan Documentation

This section outlines what documentation is expected to be completed and provided to UTA by the time of the completion of the LRTP process.

Deliverables:

- Completed plan document including the following, as outlined in section C
 - Process
 - Needs Assessment
 - Vision
 - Financial Analysis
 - Implementation Strategies
- All associated system and vision mapping, as necessary
- Detailed documentation on the following, so that the plan process can be updated by UTA
 - Steps in plan

- Needs assessment
- Public and stakeholder involvement

EXHIBIT B –PRICING SHEETS

Appendix I - Price Sheet

Project Management Module Header Information*(Update or change only those items shown in blue on the screen.)*

<u>Owner:</u>	UTA
<u>Project:</u>	UTA Long Range Transit Plan
<u>Description:</u>	Consultant Support
<u>Project Mgr:</u>	Thomas Wittmann
<u>State Date:</u>	5/15/2022
Base Rate Multiplier (OH and Profit):	3.18
Other Direct Costs Multiplier:	
Time Period:	Weeks
Date File Setup	1-May-22
Date (Now):	11-Apr-22
Time (Now):	1:00 PM
Filename:	UTA Appendix I Price Sheet
Beginning Month:	5
Beginning Year:	2022
<u>End Date:</u>	9/30/2023

FIRM Nelson\Nygaard Consulting Associates, Inc.

ESTIMATED PERSONNEL RATES:

Personnel Category	Name	Base Rate	Labor Charge
1. Senior Principal II	Thomas Wittmann	\$92.10	\$82,513.00
2. Senior Associate I	Mariel Kirchen	\$40.38	\$45,685.00
3. Senior Associate II	Oren Eshel	\$58.70	\$22,740.00
4. Senior Associate I	George Maier	\$52.88	\$49,072.00
5. Associate II	Kyle Taniguchi	\$43.30	\$26,952.00
6. Associate I	Alexandra Weber	\$30.29	\$29,264.00
7. Senior Designer	Jungwha Yuh	\$50.50	\$14,759.00
8. Senior Planner	Jennifer John	\$272.77	\$34,080.00
9. Transportation Planner	Charles Allen	\$183.46	\$15,280.00
10. Transportation Engineer	Morgan	\$206.23	\$17,120.00
11. Accounting	Sarah	\$106.66	\$1,100.00
12. Project Coordinator	Jen Rose	\$90.88	\$950.00

This is a cost reimbursement contract at the rates specified in the table above with a total Not-To-Exceed value of \$349,000.

Task Description	Nelson\Nygaard Labor Costs								Subconsultant Costs								Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs
	Thomas Wittmann Senior Principal II	Marlei Kirschen Senior Associate I	Oren Eshel Senior Associate II	George Maier Senior Associate I	Kyle Taniguchi Associate II	Alexandra Weber Associate I	Jungwha Yuh Senior Designer	Hours	Cost	Parametrix					Hours	Cost						
										Jennifer	Charles Allen	Morgan	Sarah	Jen Rose Project Coordinator								
	Base Rate	173.93	110.80	99.90	81.74	57.22	95.36															
	Overhead 188.91%	76.28	110.80	99.90	81.74	57.22	95.36															
	Profit 10%	26.60	16.94	15.28	12.50	8.75	14.58															
	Total Billing Rate	\$292.60	\$128.33	\$186.39	\$168.05	\$137.51	\$96.26	\$160.43														
									\$284.00	\$191.00	\$214.00	\$110.00	\$95.00									
0 Project Management																						
0.1 Develop Project Management Plan	4	10	10				24	\$4,318						24	\$4,318							
0.2 Full Scope	4	10	10				24	\$4,318	2					26	\$4,886							
0.3 Regular Staff Meetings / PM	30	20	20				70	\$15,072	8			10	10	28	\$4,322							
Task Total	38	40	40	0	0	0	118	\$23,708	10	0	0	10	10	30	\$4,890							
1 Plan Definition																						
1.1 Background Documentation / Best Practices	4	10	10		20	20	64	\$8,993						64	\$8,993							
1.2 Develop Guiding Principles	8	4	4	20	4	4	44	\$7,896						44	\$7,896							
1.3 Develop Plan Outline	4	8	8	8			28	\$5,033						28	\$5,033							
Task Total	16	22	22	28	24	24	136	\$21,921	0	0	0	0	0	136	\$21,921							
2 Public Engagement																						
2.1 Round 1 Public Engagement	20	30		20	10		100	\$17,647						100	\$17,647							
2.2 Route 2 Public Engagement	20	30		20	10		100	\$17,647						100	\$17,647							
2.3 External Stakeholders	40	20		20		20	80	\$20,840						80	\$20,840							
2.4 Internal Stakeholders	40	20		20		20	80	\$20,840						80	\$20,840							
Task Total	120	100	0	80	20	40	360	\$76,974	0	0	0	0	0	416	\$76,974							
3 Systemwide Needs Assessment																						
3.1 Research	2	2	2	30	30	30	96	\$13,269						96	\$13,269							
3.2 Needs Assessment Methodology	4	10	10	10	60	60	86	\$21,308						162	\$21,308							
3.3 Finalize Assessment and Document Results	4	40	10	20	10	40	86	\$18,037						132	\$18,037							
Task Total	10	52	22	60	100	130	390	\$52,615	0	0	0	0	0	390	\$52,615							
4 Plan Vision Development																						
4.1 Finalize Goals and Objectives	4	12	12		12		40	\$6,597						40	\$6,597							
4.2 Develop Evaluation Criteria	4		8		10		22	\$4,037						22	\$4,037							
4.3 Develop Three Scenarios	40	40	10	36	20	40	186	\$31,352	40	40				266	\$47,552							
4.4 Evaluate Scenarios	4	30		40	10	40	124	\$16,968	80	10	10			224	\$43,738							
4.5 Preferred Alternative	16	10	8	8		10	52	\$9,763	20	10	10			92	\$19,493							
Task Total	68	92	38	84	52	90	424	\$68,716	100	60	60	0	0	220	\$52,700							
5 Financial Analysis and Strategies for Implementation																						
5.1 Financial Analysis and Strategies	20	30		10		10	70	\$12,345	10	20	20			50	\$10,940							
5.2 Implementation Strategies	10	20		30		10	90	\$14,705						90	\$14,705							
Task Total	30	50	0	40	0	20	160	\$27,050	10	20	20	0	0	50	\$10,940							
TOTAL HOURS	282	356	122	292	196	304	92	1,644	120	80	80	10	10	300	1,944							
TOTAL LABOR COST	\$82,513	\$45,685	\$22,740	\$49,072	\$26,952	\$29,264	\$14,799	\$270,984	\$34,080	\$15,280	\$17,120	\$1,100	\$950	\$68,530	\$339,514							
TOTAL COSTS														\$68,530	\$349,964							



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction
Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-59 - Materials Procurement for Replacement of Turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding (Stacy Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #22-59 to the on-call infrastructure maintenance contract and authorize the Executive Director to execute the task order and associated disbursements with Stacy and Witbeck in the amount of \$990,506.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- 1) Passenger ride quality
- 2) Automobile cross-traffic ride quality
- 3) Potential stray current issues

To maintain UTA's rail lines, the agency needs to replace or rehabilitate turnouts as they age.

DISCUSSION:

UTA Staff is requesting approval of task order #22-59 with Stacy and Witbeck, Inc. to procure materials to rehabilitate turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding. The 5300/5400 South turnouts will have the switches power up and trackwork replaced. The powered switches will help our Operations team run more efficiently. The Sugar turnout will have the switch and trackwork replaced. The useful life of a turnout is approximately 20 years. The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-59
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	Completion date for Task Order- 12/31/2022
Existing Contract Value:	\$18,158,764
Amendment Amount:	\$990,506
New/Total Contract Value:	\$19,149,270
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

If we do not perform the work, the rail system will deteriorate and cause service delays.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program under project code: SGR385

ATTACHMENTS:

- 1) Task Order

TASK ORDER NO# 22-59

TASK ORDER NAME: 5300/5400/Sugar Turnouts

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-59 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 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 #22-59 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$990,506.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

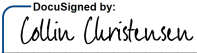
This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

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

By:  _____
ACA3AB62608B4E2...


6/27/2022

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

Date: _____

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

By: _____
Kyle Stockley, Project Manager Date
< \$25,000

 _____
Legal Review Procurement Review

Stacy and Witbeck

February 2, 2022

On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-613 - 2022 Turnout Procurement

Dear Kyle:

We are pleased to provide the attached cost estimate to procure 5 EA #10 LH turnouts and 2 EA #10 RH turnouts. All turnouts are to be supplied with new concrete ties. The purchase of these turnouts is for the replacement of the existing turnouts at the Sugar Interlocking, 5300 South, 5400 South, and the Murray Siding turnout.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$5,413.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$1,042.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

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

Stacy and Witbeck

Bid Item 4000 – #10 Turnout Procurement – 7 EA – Total of \$908,369.00 – This bid item includes the cost to purchase 7-EA #10 turnouts with concrete ties. Includes cost to unload and store turnouts until time of installation.

Bid Item 4500 – Laydown Inspection of Special Trackwork – 1 LS – Total of \$6,577.00 – This bid item includes the cost to purchase flights and hotels for SWI personnel to travel one time to Nortrak's Cheyenne plant to inspect the turnouts.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$69,105.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$990,506.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

02/02/2022 19:29
 22-613 2022 Turnout Procurement
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	5,413.00	5,413.00
2000	Safety Program & Administration	1.000	LS	1,042.00	1,042.00
4000	#10 Turnout Procurement	7.000	EA	129,767.00	908,369.00
4500	Laydown Inspection of Special Trackwork	1.000	LS	6,577.00	6,577.00
Subtotal					\$921,401.00
100000	Fee (7.5%)	1.000	LS	69,105.00	69,105.00
Bid Total =====>					\$990,506.00

Date: January 19, 2022
Customer: Stacy & Witbeck
Contact: Collin Christensen
Email: cchristensen@stacywitbeck.com

Phone: **Sales Contact:** Linnea Frary
Quote No: LF2022-055 **Email:** Linnea.frary@voestalpine.com
Project: UTA #10 Concrete TO's **Phone:** 206-255-4134

Dear Collin,

Please find out quote before for the turnouts your requested for UTA. We have quoted both on concrete one with RBM frogs and on one with WSM frogs.

Qty	Description	Unit Price	Ext Price
5LH/ 2RH	No. 10 115RE RBM Frog Turnout Complete on Concrete with HST for Power Machines (machines and rod layouts not included) Per A10-30124/25	\$106,343.00	\$744,401.00
	Option		
5LH/ 2RH	No. 10 115RE WSM Frog Turnout Complete on Concrete with HST for Power Machines (machines and rod layouts not included) Per A10-30124/25 with WSM from C35-10546	\$116,400.00	\$814,800.00

CONDITIONS OF ACCEPTANCE:

- 1. Quotation Term:**
 - 1.1 Pricing given in this quotation is firm for 30 days.
 - 1.2 This quote is Buy America compliant.
 - 1.3 Quote is based on the terms and conditions from the SWI/vaRSN master agreement
 - 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
 - 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.
- 2. Payment Terms:**
 - 2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.
- 3. Taxes:**
 - 3.1 Price quoted **does not** include any taxes, but can be added at time of invoicing at the current rate.
- 4. Delivery:**
 - 4.1 Lead time:
 - 4.1.1 RBM Option 180 – 210 days from receipt of order

- 4.1.2 WSM Option – 240-270 Days from receipt of order
- 4.2 Final delivery will be confirmed once order is placed.

5. Freight:

- 5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:

- 6.1 Turnouts are quoted per existing designs. A10-30124/24 and WSM Frog C35-10546
- 6.2 Switch machines and rod layouts are not included in pricing.

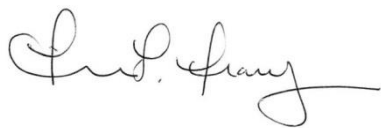
7. Inspections:

- 7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.
- 7.2 We will assemble (1) LH/ (1) RH for inspection at Nortrak's Cheyenne Plant. Balance of the turnouts will be packaged for shipment.

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak LLC



Linnea L. Frary
Director of Sales, West

LLF:fl

Enc: Nortrak Drawings A10-30124/25, C35-10546

Quote Information

Quote Number	00065140	Prepared By	Tim Massey
Opportunity Name	Stacy and Witbeck UTA #10 CC Tie Turnouts	Email	tmassey@progressrail.com
Created Date	1/30/2022		
Account	Stacy and Witbeck		
Contact Name	Collin Christensen		
Phone	(510) 748-1870		
Email	cchristensen@stacywitbeck.com		

Quote Line Items

QTY	U/M	Line Description	Alt. Price	Sales Price	Total Price
7.00	EA	Turnout, new, domestic, 115RE, #10 RBM frog, insulated, with concrete turnout ties. BOM per "RFQ 22-0076." Cost does not include outside inspection, switch machines, elastomeric grout, under tie pads, isolation membrane, or anything not otherwise specified. Concrete tie specification will be per Progress Rail design. Lead time 38 - 42 weeks ARO. Pre-plated and disassembled to ship via flatbed trucks.	USD 0.00	USD 131,310.00	USD 919,170.00
7.00	EA	ALTERNATE: Turnout, new, domestic, 115RE, #10 solid spring frog, insulated, with concrete turnout ties. BOM per "RFQ 22-0077." Cost does not include outside inspection, switch machines, elastomeric grout, under tie pads, isolation membrane, or anything not otherwise specified. Concrete tie specification will be per Progress Rail design. Lead time 28 - 32 weeks ARO. Pre-plated and disassembled to ship via flatbed trucks.	USD 143,915.00	USD 0.00	USD 0.00
1.00	LOT	Freight for #10 turnouts delivered by flatbed trucks to Salt Lake City UT. Does not include unloading or storage. Note: Cost is based on full trucks to maximize capacity. Note: cost is based on today's estimates, any changes to be passed to buyer at time of shipment, not order entry.	USD 0.00	USD 95,200.00	USD 95,200.00

Grand Total USD 1,014,370.00

Shipping Information and Notes

Shipping Info.	Shipping point with freight allowed.
*	Pricing does not include for any increases due to tariffs on steel and aluminum imports imposed by the US Government. These will be assessed if tariffs are applied and prices adjusted accordingly.

Terms and Conditions

FOB	Origin – Prepay and Add
Payment Terms	Net 30
Remarks	<ul style="list-style-type: none"> - Sales tax is not included. - Pricing and Deliveries are subject to change at the time of order placement. - Quote is based upon the above quantity and specifications. Any changes may affect pricing. - Freight rates are based on time of quotation and are subject to change at time of order placement and at time of shipment. - Acceptance of an order is governed by the Progress Rail Services Sales Order Terms And Conditions which are attached to this quote.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager of Business Dev.&Sales

TITLE:

Fare Agreement: Trip Based Education Pass - Modification No.1 (Davis Technical College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve Modification No. 1 to the Davis Technical College Trip Based Education Pass Agreement

BACKGROUND:
UTA and Davis Technical College (Davis Tech) are longstanding partners dedicated to providing access to transit for the institution's students, faculty, and staff. For the 2021-22 school year, Davis Tech entered into a Pass Purchase and Administration Agreement with UTA, contract 21-F0205, which was approved by the Board of Trustees on July 28, 2021.

Through the agreement, Davis Tech pays for each trip taken by its authorized users on UTA services and UTA gives Davis Tech a twenty-five (25) percent discount on the public fare. Authorized users include enrolled students and faculty and staff. Davis Tech utilizes a UTA printed pass that is valid for use on all UTA services except for Paratransit, Salt Lake-PC Connect and Ski Services.

The current contract will expire on July 31, 2022.

DISCUSSION:
In the spirit of partnership, UTA and Davis Tech wish to extend the current contract for one additional year. The new contract term will be August 1, 2022 through July 31, 2023. All other terms of the contract, including the discount of twenty-five percent will remain the same.

CONTRACT SUMMARY:

Contractor Name:	Davis Technical College
Contract Number:	21-F0205-1
Base Contract Effective Dates:	August 1, 2021, through July 31, 2022
Extended Contract Dates:	August 1, 2022, through July 31, 2023
Existing Contract Value:	\$29,500
Amendment Amount:	\$32,500 to \$38,400
New/Total Contract Value:	\$62,000 to \$67,900
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

1. Not approve the amendment and renegotiate a new contract price and term
 2. Not approve the amendment and forgo associated revenue
-

FISCAL IMPACT:

\$32,500 to \$38,400 in revenue which represents a ten to thirty percent (10-30%) increase revenue as compared to 2021/22 school year.

ATTACHMENTS:

1. Modification No. 1

Modification No. 1
to
Davis Technical College
PASS PURCHASE AND ADMINISTRATION AGREEMENT
(Trip Based Discount)

This agreement is Modification No. 1 to the Pass Purchase and Administration Agreement (the Agreement”) entered on August 1, 2021, by and between **Davis Technical College**, a body politic and corporate of the State of Utah (“**DTC**”) and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Modification No. 1 shall be August 1, 2022.

For good and valuable consideration, DTC and UTA agree as follows:

Purpose: The purpose of this agreement is to document a modification to that certain Agreement between DTC and UTA entered as of August 1, 2021 (UTA Contract No. 21-F0205). The Parties desire to extend the Agreement for an additional year, through Modification No. 1, through July 31, 2023.

Background: The term of the initial Agreement commenced on August 1, 2021 and is due to expire on July 31, 2022. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA issued EFC Pass as valid fare media under the terms of the Agreement (section 4). DTC shall pay UTA the amount under the current billing terms laid out in section 7.

The Parties now desire to extend the Agreement for an additional year through July 31, 2023.

Summary of Adjustment: The Parties hereby extend the Agreement that is set to expire on July 31, 2022 for one additional year to cover the 2022 - 2023 academic calendar year. This one- year extension will begin on August 1, 2022 and expire on July 31, 2023. Authorized Users and Trip Based Discount will hold at current 2021- 2022 levels respectively.

Miscellaneous: All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

DAVIS TECHNICAL COLLEGE

UTAH TRANSIT AUTHORITY

Date
By:
Name:
Title:

Date
By:
Name: Monica Morton
Title: Fares Director

Date
By:
Name: Kensey Kunkel
Title: Mgr. Business Development & Sales

Approved As To Form:

DocuSigned by:
Mike Bell 7/5/2022
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By:
Name: Mike Bell
Title UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development and Sales

TITLE:

Fare Agreement: Education Pass (Ensign College)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve contract and authorize the Executive Director to enter into an Education Pass Agreement with Ensign College

BACKGROUND:
In 2021, the Board of the Authority requested a review of all higher education transit pass agreements. The Fares team performed an in-depth review of all higher education pass contracts including the review of terms and conditions, ridership, and pass utilization, as well as revenue received compared to actual use ("pay per trip value.") The Fares team used the review findings to formulate a plan and set goals to align the negotiations of all future Ed Pass Contracts.

On July 31 2022, UTA's Education Pass Agreement with Ensign College will expire. Both Ensign College and UTA wish to renew a contract to provide transit passes to the college's students, faculty, and staff. The previous Education Pass Agreement was put into place in 2018 and was a three-year agreement that provided 3,300 authorized users with a premium transit pass. This agreement was extended one additional school year (2021-22) in light of the COVID-19 pandemic.

DISCUSSION:
In the spirit of partnership, Ensign College and UTA will sign a one-year Education Pass Agreement. This agreement will give students, faculty, and staff access to a premium transit pass through their respective ID card. The value of this contract is \$75,000 and total authorized users is 3,300.

UTA and Ensign College agree to monitor ridership in the upcoming school year (2022-23) to establish a long-term contractual agreement for subsequent years.

CONTRACT SUMMARY:

Contractor Name:	Ensign College
Contract Number:	22-F0294
Base Contract Effective Dates:	August 1, 2022 through July 31, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$75,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter into an agreement and forego revenue and ridership

FISCAL IMPACT:

Total revenue of \$75,000 represents additional revenue of \$7,602 as compared to revenue received for the 2021-22 contract

ATTACHMENTS:

Contract

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this “Agreement”) is made effective the 1st day of August, 2022 (the “Effective Date”) by and between **ENSIGN COLLEGE** whose address is 95 North 300 West, SLC, UT, 84101, (hereinafter referred to as the “Sponsor”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“UTA”).

RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an “Education Pass Program” or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits “A,” “B,” and “C” attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term “Authorized User” includes all students enrolled at Sponsor's school and all faculty and staff employed by Sponsor. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders (“Cardholders”) for purposes of this agreement.
2. The term “Base Purchase Price” means the Price for each Contract Year in accordance with the terms of this Agreement.
3. The term “Contract Year” means the term of August 1 through July 31 of any school year during the term of this Agreement.

4. The terms “Pass” or “Passes” means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA’s EFC Rules.
5. The term “Local Transit Routes” means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA
6. The term “Premium Express Routes” means all services included under “Local Transit Routes” plus the following: express bus, and FrontRunner commuter rail routes.
7. The term “Sponsor” means the educational institution defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

- 1) Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2023.
- 2) Issuance of Pass. Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit B. Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient’s name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient’s name and corresponding Pass number.
- 3) Form of Pass. Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.
- 4) Authorized Users. The number of Passes provided under this Agreement shall be 3,300 which represents 100% of the Sponsor’s students enrolled in classes, and 100% of faculty, staff and other’s who are employed by or provide volunteer services to the Sponsor. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.
- 5) Passes Recognized as Transit Fare. So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.
- 6) Passes are Non-Transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.
- 7) Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this

Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

- a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.
- b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.
- c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.
- d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) Payment for Passes.

- a. In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than August 1 and no later than February 1 of the contract year as stated in Exhibit A.
- b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the invoice.
- c. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

9) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

- 10) 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. The parties acknowledge that UTA is 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.
- 11) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.
- 12) Other Interests. No person not a party to this Agreement shall have any rights or entitlement 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.
- 15) Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

UTAH TRANSIT AUTHORITY

ENSIGN COLLEGE

By _____
Name: Jay Fox
Title: Executive Director

By _____
Name:
Title:

By _____
Name: William Greene
Title: Chief Financial Officer

By _____
Name:
Title:

Approved as to Form

DocuSigned by:

70E33A415BA44F6...
UTA Legal Counsel

EXHIBIT "A"
BASE PURCHASE PRICE

	<u>Year</u>	<u>Price</u>
1	2022-23	\$75,000

Fare Recognition Level:

- Local**
- Premium**

EXHIBIT "B"
PASS PROGRAM SETUP

Contract Administrator			
Name:	David Brooksby		
Email:	dbrooksby@ensign.edu	Phone:	801.524.8157

Billing Contact			
Name:	Stacey Boman		
Email:	sboman@ensign.edu	Phone:	801.524.8126
Preferred Invoice Method (check 1):			
<input type="checkbox"/>	Email apclerk@ensign.edu	Email: sboman@ensign.edu	
<input type="checkbox"/>	Mail	Attn: _____ Street: _____ City/State: _____ Zip: _____	

Transit Coordinator			
Name:	Sonya Adams		
Email:	sadams@ensign.edu	Phone:	
Transit Coordinator			
Name:	Jessica Robbins		
Email:	Jessie.robbins@ensign.edu	Phone:	801.524.1929
Transit Coordinator			
Name:	Matt Snow		
Email:	msnow@ensign.edu	Phone:	801.524.8186

**Additional Coordinators may be submitted separately to passprograms@rideuta.com

EXHIBIT “C”

PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR

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

PROCUREMENT OF PASSES

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

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

ISSUANCE OF PASSES

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

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules <https://www.rideuta.com/Fares-And-Passes/Pass-Programs/Administrative-Rules>
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Sponsor is required to maintain the following card issuance records:

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

REQUESTS FOR ELECTRONIC TAP DATA

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

COST OF PASSES

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

RETURN OF UNUSED CARDS

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

CUSTOMER SERVICE

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

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

CARD REPLACEMENTS

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

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

TAPPING

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

CARD CARE

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Mgr. Business Development & Sales

TITLE:

Fare Agreement: Special Events Pass - Modification No. 3 (University of Utah)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Authorize the executive director to enter into Special Events Pass Agreement Amendment 3 with the University of Utah.

BACKGROUND:

The University of Utah (U of U) and the Utah Transit Authority (UTA) have historically partnered to allow tickets to an authorized event on the University's campus to be accepted as fare payment for UTA services on the day of the event.

On July 14, 2021 the Board of Trustees approved Modification no. 1 to contract No. 17-2322JH extending the special pass agreement for one year to July 31, 2022 including a list of approved events. Per the agreement, additional events, not on the approved list, may be added for a negotiated rate upon consensus of both parties.

In June 2022, the Board approved the addition of two (2) Garth Brooks' concerts to the approved list of events. The list of authorized events and details of this agreement can be found in Contract #17-2322JH, #17-2322JH-1 and #17-2322JH-2.

The U of U will be hosting an Imagine Dragons Concert on August 5, 2022. The concert was not included in the approved contract list. Both parties desire to partner together to allow ticket holders to ride UTA services using their event ticket as proof of fare

DISCUSSION:

In the spirit of partnership, the U of U and UTA will amend the current Event Agreement to add the Imagine Dragon's concerts hosted by the University on August 5 2022 to the list of approved events. The value of the contract modification is \$35,000 and will give transit access to an estimated thirty thousand (30,000) ticket holders.

CONTRACT SUMMARY:

Contractor Name:	University of Utah
Contract Number:	17-2322JH-3
Base Contract Effective Dates:	September 1, 2017 - July 31, 2022
Extended Contract Dates:	July 31, 2022-August 5,2022
Existing Contract Value:	\$1,312,000
Amendment Amount:	\$35,000
New/Total Contract Value:	\$1,347,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not approve the contract amendment and forego additional revenue of \$35,000

FISCAL IMPACT:

Additional \$35,000 in contract revenue

ATTACHMENTS:

Amendment 3

**Modification No. 3
to
SPECIAL EVENTS PASS AGREEMENT**

This Modification No. 3 to Special Events Pass Agreement (this “**Amendment**”) is entered into as of July 31, 2022 (the “**Amendment Effective Date**”) by and between the University of Utah, a body politic and corporate of the State of Utah (“**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). University and UTA are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and UTA agree as follows:

1. Parties desire to amend Exhibit A: “Authorized Special Events” to include one (1) Imagine Dragon Concert taking place on August 5, 2022.
2. The University shall pay UTA the amount of \$35,000 as consideration for the additional events on or before August 5, 2022.
3. The Special Events Pass Agreement is hereby extended from July 31, 2022, through August 5, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

University of Utah

Utah Transit Authority

Signature: _____
Title:
Date:

Signature: _____
Title:
Date:

Signature: _____
Title:
Date:

Signature: _____
Title:
Date:

Approved as to Form:

DocuSigned by:

70E33A415BA44F6...

Michael Bell
Assistant Attorney General
Counsel for UTA 1



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Daniel Hofer, Manager Capital Assets and Project Controls

TITLE:

TBA2022-07-01 - Technical Budget Adjustment- 2022 Capital Budget

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve a technical budget adjustment for the 2022 Capital Budget to move \$940,000 from the Capital Contingency to two projects.

BACKGROUND:

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement two (2) projects with funds from the capital contingency fund to assist in the delivery of the projects.

DISCUSSION:

Technical Budget Adjustment

This proposed Technical Budget Adjustment would transfer \$940,000 from the Capital Contingency to two projects and aid in the delivery of these projects.

FMA673- Meadowbrook Flooring/Lighting

This project has a current budget of \$360,000. This project was funded in 2021. It was unable to be completed, primarily due to project phasing issues. Phasing required completion of the Meadowbrook 3 building expansion before starting work on this project to limit/mitigate the overall impact to the Maintenance group at Meadowbrook Building 3. The project was carried forward to 2022 for completion as part of the

Board's April 27, 2022 Technical Budget Adjustment (TBA2022-04-01).

The winning bid for the construction contract was \$460,000. UTA would like to increase the overall budget for this project to \$500,000 to accommodate the increased contract cost and cover potential increases in costs during construction.

Summary of request is to transfer \$140,000 from Capital Contingency to this project, increasing the budget from \$360,000 to \$500,000.

MSP232- Northern Utah County Double Track

Work is nearing completion on this project, also known as the Vineyard Station project. One of the last remaining phases of this project is completion of the temporary parking lot.

UTA is requesting to transfer \$800,000 from Capital Contingency to this project to cover the cost for this parking lot install. This would increase the project budget from \$2,750,000 to \$3,550,000.

MSP999- Capital Contingency

The current budget amount for the Capital Contingency fund is \$5,000,000. Based on the requests for this budget adjustment, the net result will be the transfer of \$940,000 to the two capital projects identified here. This will leave a balance of \$4,060,000 in the Capital Contingency fund.

ALTERNATIVES:

The Board may revise or reject the proposed technical budget adjustments which would delay the projects.

FISCAL IMPACT:

These requests will be covered within the total 2022 Capital Budget authority. This will not impact adopted 2022 budget authority or fund balances.

ATTACHMENTS:

Technical Budget Adjustment - Exhibit A

UTAH TRANSIT AUTHORITY
Exhibit A - TBA2022-07-01
2022 Technical Budget Adjustment - July 27 2022

Funding Sources	Amended 2022 Budget	Transfer From Contingency	Other Adjustments	Proposed Amendments	Amended 2022 Budget	2021 Carry Forward
UTA Current Year Funding	\$ 127,428,500	\$ -	\$ -	\$ -	\$ 127,428,500	\$ 3,110,200
Grants	44,869,500	-	-	-	44,869,500	-
Local Partner Contributions	10,693,000	-	-	-	10,693,000	-
State Contribution	33,446,000	-	-	-	33,446,000	-
Leasing	15,832,000	-	-	-	15,832,000	-
Fund Balance	-	-	-	-	-	3,110,200
Total Funding Sources	232,269,000	-	-	-	232,269,000	3,110,200
Expense						
State of Good Repair	70,588,000	-	-	-	70,588,000	
Depot District	32,562,000	-	-	-	32,562,000	
Ogden/Weber BRT	25,465,000	-	-	-	25,465,000	
Front Runner Forward	15,000,000	-	-	-	15,000,000	
Mid Valley Connector	10,000,000	-	-	-	10,000,000	
TIGER Program of Projects	8,506,000	-	-	-	8,506,000	
Public Partnership Projects	9,700,000	-	-	-	9,700,000	
Optical Detection Next Steps	475,000	-	-	-	475,000	
Meadowbrook Expansion	466,000	-	-	-	466,000	
Tooele Bus Facility	684,000	-	-	-	684,000	
Route End of Line Enhancements	1,500,000	-	-	-	1,500,000	
TRAX Operational Simulator	1,700,000	-	-	-	1,700,000	
Transit Signal Priority On-board Units	110,200	-	-	-	110,200	
MSP 254 Techlink Corridor Study	450,000	-	-	-	450,000	
NP-69 Techlink Corridor Study	-	-	-	-	-	
Gap Filler on FR Stations	750,000	-	-	-	750,000	
Bus Stop Improvements Utah Co.	288,000	-	-	-	288,000	
Station Area Planning	120,000	-	-	-	120,000	
Fiber Rehab and Replacement	750,000	-	-	-	750,000	
Meadowbrook Flooring/Lighting	-	140,000	-	-	140,000	360,000
Northern Utah Double Track	-	800,000	-	-	800,000	2,750,200
Capital Contingency	5,000,000	(940,000)	-	-	4,060,000	
Other Capital Projects	48,154,800	-	-	-	48,154,800	-
Total Budget	\$ 232,269,000	\$ -	\$ -	\$ -	\$ 232,269,000	\$ 3,110,200



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
Kim Shanklin, Chief People Officer
Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Daniel Hofer, Manager Capital Assets and Project Controls
Stacey Palacios, Manager Training and Development

TITLE:

TBA2022-07-02 - Technical Budget Adjustment - Full Time Employee Requests for Non-Revenue Fleet Support and Maintenance of Way Training Administrator

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve staffing request to add one full-time employee (FTE) to the Capital Asset and Project Controls group to more adequately address the Support Fleet administration responsibilities.

Approve staffing requests to add one FTE to the Training and Development team to address the compliance training for Maintenance of Way (MOW) Maintenance.

BACKGROUND:

Over the past year, the Support Fleet Administration function has been subject to two significant audits including an FTA Financial Management Oversight (FMO) audit and an audit conducted by UTA's Internal Auditor. UTA will be developing a Fleet Management Action Plan over the next few months that will define the course of action going forward to address the audit findings. One of the critical needs identified has been a lack of resources within the support fleet group to adequately manage the non-revenue vehicle (NRV) maintenance function. This technical budget adjustment request will address this concern.

Additionally, MOW was subject to an Internal Audit preliminary assessment review in 2021 and an audit in May 2022. Findings were identified regarding training needs, related to non-apprentice program needs. The proposed position will be responsible for non-apprenticeship training development, record tracking, drafting of standard operating procedures, and leading instruction in areas such as basic training and onboarding,

Commercial Driver's License (CDL) introduction, Roadway Worker Protection (RWP), safety, General Code of Operating Rules (GCOR), Radio Protocol, New Employee Orientation, Alignment Familiarity, and safe operating procedures.

DISCUSSION:

The Internal Audit and the 2021 FTA FMO audit both identified improving non-revenue (NRV) fleet maintenance practices as a priority. UTA has worked with FTA on a plan to address the identified material weakness associated with NRV fleet maintenance. This request will support that plan.

On June 27th, UTA staff addressed UTA's Audit Committee in response to UTA's Internal Audit. UTA staff outlined both initial steps that could be taken to remedy some of the items identified in the audit as well as creating a long-term strategy to address the audit recommendations and identify best practices for NRV fleet management.

UTA staff have identified a key position that would be needed regardless of the final solution presented in the long-term strategy. This position, a Non-revenue Vehicle Fleet Maintenance Specialist, is being presented today for Board approval to address this immediate need. Total cost through the end of the year, including one-time office set up, is estimated at approximately \$32,000.

In addition, a Training Administrator position for MOW is being presented today for Board approval to address the immediate need as identified in the 2021 MOW assessment and 2022 audit follow up. Total cost for 2022 for this position, including one-time office set up, is estimated at approximately \$40,000.

ALTERNATIVES:

While there are many different alternatives that will be considered during Fleet Management Action Plan (FMAP) development, none of those alternatives would eliminate the need for the NRV Fleet Maintenance Specialist position being proposed at this time.

Additionally, the agency could continue with current state of our MOW program and seek funding in 2023 for MOW training. Delaying the hiring of the Training Administrator would delay implementation of the audit recommendations and UTA compliance.

FISCAL IMPACT:

These requests will be covered by existing budget authority due to underruns in department budgets. There is no impact to the existing budget or adopted fund balances. Ongoing costs for personnel would be added to the department base operating budgets in years 2023 and beyond.

ATTACHMENTS:

- Exhibit A - Technical Budget Adjustment

**Technical Budget Adjustment
Staffing Exhibit A - TBA2022-07-02**

27-Jul-22

Request							
Position	Office	Department	FTE	2022 Cost	2023 Cost	Funding Program	Information
Vehicle Fleet Maintenance Specialist	Service Development	Fleet Vehicle Maintenance Specialist	1.0	\$ 32,000	\$ 100,000	Operating	Support development and implementation of new non-revenue vehicle fleet maintenance practices and documentation. No impact to existing 2022 Budget or Fund Balances.
MOW Trainer	People Office	Training Administrator	1.0	\$ 40,000	\$ 120,000	Operating	Responsible for non-apprenticeship training development, record tracking, drafting of standard operating procedures, and leading instruction in areas such as basic training and onboarding, CDL introduction, RWP, safety, GCOR, Radio Protocol, New Employee Orientation, Alignment Familiarity, and safe operating procedures. No impact to existing 2022 Budget or Fund Balances.
Total Technical Budget Adjustment			2.0	\$ 72,000	\$ 220,000		



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

TITLE:

TBA2022-07-03 - Technical Budget Adjustment - August 2022 Service Change

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve the request for a Technical Budget Adjustment moving budget authority from contingency to operating budget line items to support the August 2022 Service Changes.

BACKGROUND:

The 2022 Adopted Budget included contingencies for service changes contemplated in 2022. Elements of the proposed 2022 service changes in the adopted budget were included in contingency line items pending a review of actual operating experience prior to finalizing the August 2022 service change package.

Most notably, these service changes budgeted as contingency line items included:

- UVX 6-minute headways (budgeted in the Operating Contingency)
- Salt Lake County and Salt Lake City service additions (budgeted in the Operating Contingency)
- On Demand - Micro Transit service (budgeted in the Planning and Engagement Contingency)

DISCUSSION:

Service Planning and Engagement and Operations reviewed 2022 operating experience to date and applied the Service Guidelines to arrive on a series of changes that will be implemented on August 7, 2022.

These changes were presented in detail to the Board on June 6, 2022 and are scheduled for implementation on August 7 2022.

Service changes on UVX, Salt Lake County, and Salt Lake City routes were included in the adopted service change. These items were included in the Operating Contingency in the Adopted 2022 Operating Budget.

On demand service changes proposed in the August service changes will also require movement from contingency to the contract services line items (this is where On-Demand resides) in the Planning and Engagement budget.

ALTERNATIVES:

Fund from existing budgets. This is possible, but there is some uncertainty around the base budget due to inflationary pressures.

FISCAL IMPACT:

Move \$1,337,000 from Operating contingency to the appropriate bus line items. Move \$300,000 from the Planning and Engagement contingency to the appropriate contract line items.

ATTACHMENTS:

Exhibit A - Technical Budget Adjustment

UTAH TRANSIT AUTHORITY
TECHNICAL BUDGET ADJUSTMENT - TBA2022-07-03
July 27, 2022

Exhibit A

<u>Revenue</u>	2022 Final Budget	August Service Changes	Other	Revised Budget
1 Sales Tax	\$ 435,700,000			\$ 435,700,000
2 Federal Preventive Maintenance	59,500,000			59,500,000
3 Passenger Revenue	34,200,000			34,200,000
4 Advertising	1,377,000			1,377,000
5 Investment Income	5,160,000			5,160,000
6 Other Revenues	15,121,000			15,121,000
7 Stimulus Funding	100,100,000			100,100,000
8 Total Revenue	651,158,000	-	-	651,158,000
 <u>Operating Expense</u>				
9 Bus	120,064,000	1,337,000		121,401,000
10 Commuter Rail	32,198,000	-		32,198,000
11 Light Rail	57,624,000			57,624,000
12 Paratransit Service	26,217,000	-		26,217,000
13 Rideshare/Vanpool	3,795,000			3,795,000
14 Operations Support	59,931,000			59,931,000
15 Operations Contingency	1,805,000	(1,337,000)		468,000
16 Management & Support	50,837,000	300,000		51,137,000
17 Planning and Engagement Contingency	403,000	(300,000)		103,000
18 Planning/Capital Support	9,493,000		-	9,493,000
19 Non-Departmental	790,000			790,000
20 Total Operating Expense	363,157,000	-	-	363,157,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman
PRESENTER(S): Andres Colman

TITLE:

Approval for International Travel to Calgary, Alberta, Canada for the Benchmarking Group of North American Light Rail Systems (GOAL) Annual Meeting

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve International Travel for participation t the Benchmarking Group of North America Light Rail Systems (GOAL) Annual Meeting in Calgary, Alberta, Canada. Attendees are Andres Colman, Light Rail General Manager, and Ali Oliver, Business and Quality Analyst for Light Rail Services.

BACKGROUND:

UTA is a charter member of the Benchmarking Group of North America for Light Rail Systems. This meeting is the first in-person annual meeting of the organization since 2018.

Similar to the American Bus Benchmarking Group (ABBG), the Benchmarking Group of North America is a consortium of public transit agencies (for example, Toronto, Seattle, Dallas) that meet to consider best practices and KPIs.

DISCUSSION:

UTA's Light Rail Services is poised to make considerable strides with respect to participation in - and learning from - the best practices used by other Light Rail public transit agencies. Light Rail Services has a relatively new General Manager and a new Business and Quality Analyst who are the two individuals proposed for attendance at the annual meeting. Light Rail's Operations Planner will also be able to benefit from the information and contacts obtained at the meeting.

Similar to the Maintenance Department's Users' Groups meeting, attendance at the Benchmarking Group of North American's annual GOAL meeting will be an opportunity to learn from other agencies and contribute to the knowledge base regarding light rail transit.

Prior to 2019 Light Rail Services participated in these conferences - with attendance by the General Manager, the Business and Quality Analyst, and the Light Rail Manager of Planning, Projects and Performance (which is a now defunct position).

ALTERNATIVES:

This is the only scheduled meeting of the group.

FISCAL IMPACT:

Costs are estimated at approximately \$3,300.00 per person, or a total cost of \$6,600.00 and are accounted for in the 2022 Operating Budget.

ATTACHMENTS:

None.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 7/27/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Andres Colman, Acting Light Rail General Manager
PRESENTER(S): Andres Colman, Acting Light Rail General Manager
Kyle Stockley, Rail Infrastructure Project Manager
Hal Johnson, Manager Project Research and Development
Jordan Eves, Business and Quality Analyst Supervisor

TITLE:

Mixed Bus Fleet Composition Strategy

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The Mixed Bus Fleet Composition team was tasked with developing a data-driven mixed bus fleet composition strategy that will support UTA's mission of providing clean air alternatives for the citizens of the Wasatch Front, will align with UTA's service plan and long-range transportation plan, and will serve as a guide for future vehicle procurement and facilities plans. Variables included the current fleet mix and replacement schedule, environmental concerns, vehicle costs, vehicle compatibility with service plan, infrastructure (current and future), technological innovation, and available funding. Members of the team include representatives from the Enterprise Strategy Office, Planning and Engagement, Service Development, Finance, and Operations.

DISCUSSION:

The mixed bus fleet composition team's recommendation is to transition UTA's bus propulsion to 50% (fifty percent) alternative fuels by 2042. Hold points in the implementation of the proposed Mixed Bus Fleet Composition Strategy are related to finance, infrastructure, supply chain, and training. Discussion of the Strategy will (eventually) need to include innovative measures to overcome these hold points while not overburdening the existing service units.

ALTERNATIVES:

UTA will need to develop a more long-term comprehensive fleet strategy program, however, alternatives include transitioning over a longer period of time (as opposed to the planned 20-year strategy), as well as consider propulsion related objectives (less alternative fuel - more conventional diesel equipment).

FISCAL IMPACT:

Over the 20-year life of the proposed program, costs are anticipated at \$469M for electric vehicles, \$370M for clean diesel vehicles, and \$116M for CNG vehicles (a total cost of \$955M over a 20-year span).

ATTACHMENTS:

None



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Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 7/27/2022

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:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

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.

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss collective bargaining