



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 11, 2023

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** Cheryl Beveridge
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of September 27, 2023 Board Meeting Minutes
 - b. Approval of International Travel to Vancouver, British Columbia, Canada for Planning & Engagement Peer Observation
6. **Reports**
 - a. Executive Director Report Jay Fox
 - Memorial - Douglas Funk
 - b. Financial Report - August 2023 Viola Miller
Brad Armstrong
 - c. Discretionary Grants Update Viola Miller
Alma Haskell
7. **Resolutions**
 - a. R2023-10-01 - Resolution Supporting the Nomination to Re-Appoint Beth Holbrook to the Utah Association of Special Districts Board Carlton Christensen
 - b. R2023-10-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy Jeff Acerson
Kim Shanklin
Ann Green-Barton

- c. R2023-10-03 - Resolution Adopting Revised Board Policies Annette Royle

8. Contracts, Disbursements and Grants

- a. Contract: 900 East UVX Design Services (Horrocks Engineers, Inc.) Travis Colledge
- b. Contract: Cooperative Agreement for Installation, Maintenance, and Operation of a Connected Vehicle System for Bus Operations (UDOT) Shaina Quinn
Casey Brock
Blaine Leonard
- c. Pre-Procurements Todd Mills
 - Operations System Software
 - Design Services for Maintenance Training Facility
 - Pension Management and Investment Services

9. Service and Fare Approvals

- a. Fare Agreement: Special Events Agreement for Utah Transportation Conference (UDOT) Kensey Kunkel

10. Budget and Other Approvals

- a. UTA Policy - UTA.01.09 Sustainability Patti Garver
Sarah Ross
- b. UTA Policy - UTA.02.10 Authority to Settle Claims Dave Pitcher

11. Discussion Items

- a. Tooele County Microtransit Electrification Project Shaina Quinn
- b. Tentative 2024 Budget Viola Miller
Brad Armstrong
Daniel Hofer

12. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, October 16, 2023 at 3:00 p.m.

13. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining AND
Pending or Reasonably Imminent Litigation

14. Open Session

Chair Carlton Christensen

15. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_kNhT0R1QTOel87RF5v0MTg and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - 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, October 10th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

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

TITLE:

Approval of September 27, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the September 27, 2023, 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 September 27, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/860262.html) <<https://www.utah.gov/pmn/sitemap/notice/860262.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. 2023-09-27_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 27, 2023

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:14 a.m.
(Note: The meeting start was delayed due to technical issues.)

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

David Hancock, UTA Chief Capital Services Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of September 13, 2023 Board Meeting Minutes

**b. Approval of International Travel to Toronto, Canada in October 2023 for Research
Related to the 14600 South Railroad Crossing Project**

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

6. Reports**a. Executive Director Report**

- **UTA Tributes - Appointments & Awards**
- **Team Award - Service & Operations Planning**

Ski Bus Service in 2023-2024

Jay Fox, UTA Executive Director, spoke about partnering efforts with the Cottonwood canyons ski resorts, Salt Lake County, Visit Salt Lake, and the Utah Department of Transportation to improve and expand ski service in the 2023-2024 season. Efforts include increases in bus capacity, van pool options for resort employees, and surge service. In addition, resorts will be implementing reservation-based parking and bus travel in the canyons will be prioritized.

Chief of Capital Services

Mr. Fox announced David Hancock was recently promoted to Chief of Capital Services. Mr. Fox thanked Mary DeLoretto, who formerly filled the role, for her contributions to the agency.

UTA Tributes - Appointments & Awards

Mr. Fox was joined by Viola Miller, UTA Chief Financial Officer. Ms. Miller recognized Tracy Young, UTA Grants Director, who was recently made president of the Utah Urban Rural Specialized Transportation Association (URSTA) for a three-year term. She also recognized Christy Allen, UTA Coordinated Mobility Manager, who was appointed as the transportation representative to the Utah Coalition of Aging, and Trista Lawrence, UTA Coordination Administrator, who was appointed to the Utah State Board of Aging Adults for a four-year term.

Team Award - Service & Operations Planning

Mr. Fox was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, and Cherryl Beveridge, UTA Chief Operating Officer. Ms. Bourdeaux and Ms. Beveridge recognized the service and operations planning teams for their collaborative efforts to increase ridership.

b. Financial Report - July 2023

Ms. Miller was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory Andrews, UTA Senior Financial Analyst; Dean Hansen, UTA Manager - Systems Engineering; Mr. Hancock; and Ms. Bourdeaux.

Staff reviewed the following:

- Financial dashboard
- Sales tax revenue

- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending, including spending by project

Discussion ensued. Questions on fare box revenue collection trends, state of good repair spending, drainage issues at the maintenance of way (MOW) training yard, Davis-Salt Lake City Connector funding, art in transit assessment and maintenance, fares system replacement timeline, service disruptions caused by grade crossing rehabilitations/replacements, grade crossing replacement schedule, van pool vehicle replacement strategy, and replacement vehicle availability were posed by the board and answered by staff.

7. Resolutions

a. **R2023-09-01 Resolution Designating Transit Oriented Development Sites in Lehi and Farmington, Utah**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Nick Duerksen, UTA Transit-Oriented Development Project Manager. Mr. Drake requested the board approve the resolution, which designates the Lehi and Farmington station sites as transit-oriented developments. (Note: In the September 13, 2023 board meeting, Mr. Drake provided an overview of the transit-oriented community planning and development process, including analysis results calling out the Farmington and Lehi stations.)

Mr. Fox and Mr. Drake recognized Mr. Duerksen, who recently received the Thayne Robson Leadership in Economic Development Award from EDCUtah.

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

b. **R2023-09-02 Resolution Authorizing the Purchase of Real Property from Edward and Carol Marquez for the OGX Bus Rapid Transit Project (Parcel 153)**

Mr. Drake was joined by Spencer Burgoyne, UTA Manager of Property Administration. Mr. Burgoyne requested the board approve the resolution, which authorizes the purchase of property from Edward and Carol Marquez in the amount of \$2,070,000 and the settlement of a leasehold interest on the property from 7-Eleven in the amount of \$370,000. The property is part of the OGX Bus Rapid Transit (BRT) project.

Discussion ensued. Questions on environmental mitigation and status of buildings on the property 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: Vehicle Wash Station Soaps and Floor Soap (Streamline Supply)

Ryan Gardner, UTA Fleet Engineering Supervisor, requested the board approve a five-year, \$440,226.51 contract with Streamline Supply for vehicle wash station and floor soaps.

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

9. Budget and Other Approvals

a. Ratification of 2018-2023 Insurance Premium and Presentation of 2023-2024 Annual Insurance Renewal Report

Dave Pitcher, UTA Claims & Insurance Manager, was joined by Troy Bingham, UTA Comptroller. Mr. Pitcher reviewed provisions in Board Policy 2.1 - Risk Management relevant to insurance requirements. He discussed the agency's insurance coverage for:

- Public entity excess liability (i.e., premises, police professional, general, automobile, public officials errors and omissions, and employment practices liability)
- Railroad liability
- Workers' compensation
- Employers' liability
- Property
- Cyber security
- Vanpool
- Railroad protective liability (for contractors)
- Crime
- Fiduciary liability
- Terrorism liability
- Unmanned aerial vehicles (drones)

(Note: Mr. Pitcher noted a typo on the presentation slide reflecting a premium increase for railroad liability coverage. Instead of +3.79%, the increase is closer to 1%.)

Mr. Pitcher also spoke about Employee Retirement Income Security Act (ERISA) and notary bonding.

Mr. Pitcher provided comparisons between 2022 and 2023 premiums, as well as a five-year premium trend from 2019 to 2023. He then asked the board to ratify the

2018-2023 insurance premium total of \$16,143,020.

Discussion ensued. Questions on right of way leased property coverage, contracted insurance services, railroad protective liability insurance requirements, budget allocations, and cost tracking improvements were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to ratify the 2018-2023 insurance premium total as presented. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:50 a.m.

The meeting reconvened at 10:58 a.m.

10. Discussion Items

a. UTA Policy Regarding Requests for Additional Service

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Russ Fox, UTA Director of Planning. Mr. R. Fox defined baseline, event, sponsored, and charter service, and spoke about charter service regulations. He listed known special events in 2024 and discussed supplemental service funded by Salt Lake City. He concluded by outlining a process for managing requests for additional service.

Discussion ensued. Questions on the distinction between baseline and event service, charter service requirements, surge service for The Church of Jesus Christ of Latter-day Saints' General Conference, and surge service planning were posed by the board and answered by staff.

Chair Christensen recommended a draft of the UTA policy be circulated among stakeholders who request additional service.

b. UTA Technology Strategy

Alisha Garrett, Chief Enterprise Strategy Officer, was joined by Kyle Brimley, UTA IT Director. Mr. Brimley described alignment of the technology strategy to the UTA Strategic Plan. He then spoke about specific IT system and infrastructure projects and associated costs, as well as technology risks.

Discussion ensued. Questions on consolidating systems, software tracking, cost increase for 2028 infrastructure projects, and coordinating technology needs across the agency were posed by the board and answered by Mr. Brimley.

11. Other Business

- a. Next Meeting: Wednesday, October 11th, 2023 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:49 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/860262.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/252?view_id=1&redirect=true&h=935b7845ee637e02a3de3cb8cc525d18.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Russ Fox, Director of Planning
G.J. LaBonty, Manager Customer Experience

TITLE:

Approval of International Travel to Vancouver, British Columbia, Canada for Planning & Engagement Peer Observation

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve International Travel to Vancouver, British Columbia, Canada for UTA's Planning & Engagement Office participation in peer observation. Attendees to include Leo Masic - Customer Experience Planner, Samantha Aramburu - Community Engagement Specialist, and Preston Larson - Senior Service Planner

BACKGROUND:

The Planning Department continually researches best practices from other transit agencies. Doing so informs the department's work in innovating for our riders- including in areas of customer experience, community engagement, service planning and alternative transit modes. Previous peer reviews conducted by the Planning Department have resulted in concrete changes that have benefitted UTA riders (like improved wayfinding, bus stop signs, service planning practices, and on-board announcements).

DISCUSSION:

This memo identifies the components of the proposed agency site visit - including topical areas of discussion and anticipated travel expenses, accommodations, and meal expenditures.

It is proposed to conduct the peer review in Vancouver, British Columbia, Canada. TransLink is the public transportation agency that we would visit and review. The review is proposed to take place in October 2023.

Travel Itinerary

10/22/2023 - Fly to Vancouver (arrive at 11:35 pm)

10/23/2023 - Morning and afternoon meetings with TransLink/Ride and observe system in the evening

10/24/2023 - Morning meetings with TransLink/Ride and observe system in the afternoon

10/25/2023 - Ride and observe system

10/26/2023 - Ride and observe system

10/27/2023 - Fly back to Salt Lake (7:00 am)

Proposed UTA staff

- Customer Experience Planner - Leo Masic
- Community Engagement Specialist - Sam Aramburu
- Senior Service Planner - Preston Larson

Information sharing

Upon return, UTA staff will develop a presentation and white paper summary of the peer review for the Planning Department, Executive Team and Board Members as well as any other interested departments at UTA.

International travel

Travel to Canada requires approval from the Board of Trustees. The Planning Department believes a trip to Canada is justified because of:

- **Higher transit usage per capita** compared to the Wasatch Front (population **2.6 million**, pre-covid weekday ridership approximately **156,200**):
- Vancouver (population **2.6 million**, pre-covid weekday ridership **1.4 million**)
- **Similar variety of modes** Vancouver (bus, light rail, BRT, commuter rail)
- Best practices in **wayfinding, next-stop announcements, and other signage**
- **Multilingual information** (due to Canada's official status as a bilingual country)
- **Geographic proximity** (800 miles away)
- Federal/local rules related to **fares**

Topics of Discussion

- **Customer experience plan**
 - Customer Experience Action Plan
 - Do you use a consultant to help prepare the document?
 - Do you know an approximate cost to produce the document?
 - Do you plan to keep releasing updated plans every five years?
 - How was the list of 'key projects' developed?
 - It looks like many of the key projects span a variety of TransLink's departments (i.e. bus, rail, bicycle, fare payment, information technology). Are the individual departments responsible for the implementation of the initiatives, or does the Customer Experience team act as the Project Manager for each project?
 - How were the five priorities for the next five years developed?
 - How do you tie your improvement efforts to improving your customer

- experience rating (8.2)?
 - Explain your Customer Effort score. Have you implemented it yet? What stages of the customer journey will be included in that score?
- **Announcements and real-time signage**
 - Do you provide next-stop signage inside your buses? Do you announce every stop? Do you use a pre-recorded voice?
 - Did you retrofit old buses with electronic signs?
 - Other real time signage and information
 - What is your strategy and vision governing decisions regarding customer-facing information?
 - How do you accommodate riders who lack access to technology vis-à-vis customer-facing information?
 - Decommissioned real time signs (2G issue?)
 - [RapidBus totems <https://dailyhive.com/vancouver/translink-rapidbus-stops-real-time-digital-countdown-signs>](https://dailyhive.com/vancouver/translink-rapidbus-stops-real-time-digital-countdown-signs)
 - Sidewalk information totems, including LCD real time information
- **Customer outreach/engagement**
 - Transit Ambassador Program
 - How do engagement teams interface with the agency's marketing and communications department(s)?
 - Art in Transit
 - How do you leverage social media to engage with riders and the community as a whole?
 - Tap-in-to-Win Customer Contest/Rider recovery from COVID?
 - TransLink Store - is it popular? Who manages it?
- **Service planning and bus stops**
 - What is your philosophy on bus stop spacing
 - Urban vs suburban
 - Bus stop balancing program - How does engagement work and how does it fit within the larger program, is this ongoing?
 - How do you determine amenities at bus stops?
 - What are your Facilities personnel requirements for additional shelters installed?
 - Alternate shelter materials - how do you deal with vandalism?
 - How do you manage the shelter and bus stop inventory out in the system
 - What does the bus stop improvement process look like; how are stops prioritized for improvement?
 - More info on BSMS system - is this more for external data export or for internal management of bus stops?
 - Solar vs. Hardwired lighting - which is preferred and implementation challenges?
- **Environmental considerations**
 - Wind-powered light rail
 - Electric bus pilot project
- **Fare Collection Technology**
 - Fare Zones - are they successful?
 - Fare media types?

- Hardware/back-office vendors?
 - TVM's, card readers, fareboxes manufacturers Mobile ticketing
-

ALTERNATIVES:

No travel approved, and Planning & Engagement will attempt to learn from other peer agencies.

FISCAL IMPACT:

Travel Authorization, Preston: \$2253.50

Travel Authorization, Leo: \$2253.50

Travel Authorization, Sam: \$2253.50

Total: \$6,760.50

NOTE: This funding is included as part of the current 2023 operating budgets under Planning & Engagement.

ATTACHMENTS:

None



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

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

TITLE:

Executive Director Report
- Memorial - Douglas Funk

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 including:

- Memorial - Douglas Funk (Cherryl Beveridge, Mary DeLaMare Schaefer)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

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

TITLE:

Financial Report - August 2023

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

At the October 11th meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

Note: the status of capital projects will be presented at the October 25th Board meeting.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- August 2023 Board Dashboard
- Operating Variance Analysis Memo
- August 2023 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: August 31, 2023

Financial Metrics	Aug Actual	Aug Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (July '23 mm \$)	\$ 36.5	\$ 37.2	\$ (0.69)	● -1.9%	\$ 273.4	\$ 265.6	\$ 7.76	● 3.7%
Fare Revenue (mm)	\$ 2.8	\$ 3.0	\$ (0.25)	● -8.3%	\$ 23.8	\$ 23.6	\$ 0.20	● 0.9%
Operating Exp (mm)*	\$ 32.4	\$ 33.3	\$ 0.86	● 2.6%	\$ 252.0	\$ 270.8	\$ 18.85	● 7.0%
Subsidy Per Rider (SPR)*	\$ 9.84	\$ 11.18	\$ 1.34	● 12.0%	\$ 10.21	\$ 11.18	\$ 0.97	● 8.7%
UTA Diesel Price (\$/gal)	\$ 3.62	\$ 3.90	\$ 0.28	● 7.1%	\$ 3.10	\$ 3.90	\$ 0.80	● 20.5%
Operating Metrics	Aug Actual	Aug-22	F/ (UF)	%	YTD Actual	YTD 2022	F/ (UF)	%
Ridership (mm)	3.01	2.79	0.2	● 7.7%	22.35	20.36	2.0	● 9.7%
Energy Cost by Type (August YTD Monthly Average)								
	Diesel Bus (Cost per Mile)				\$ 0.60			
	Diesel CR (Cost per Mile)				\$ 5.18			
	Unleaded Gas (Cost per Mile)				\$ 0.45			
	CNG (Cost per Mile)				\$ 0.39			
	Bus Propulsion Power (Cost per Mile)				\$ 0.80			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.96			

"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

*Amended 2023 Budget



SUBJECT: August Variance Analysis

FROM: CFO – Viola Miller

TO: Executive Director – Jay Fox

DATE: Sept 22, 2023

Highlights

August 2023 UTA ridership was under forecast by 8.7% and exceeded August 2022 by 7.7%. 2023 YTD UTA ridership exceeds forecast by 5.1% and the same period in 2022 by 9.7%.

August revenue surpassed budget by \$3.3M / 5.1%. YTD revenue exceeds budget by \$28.1M / 7.0%. Operating expenses were under budget by \$0.9M / 2.6% in August. YTD operating expenses are \$18.9M / 7.0% under budget.

Actual accrued August 2023 Sales Tax revenue was \$42.6M which is \$1.2M / 3.0% above budget. YTD 2023 accrued Sales Tax revenue is \$315.9M which exceeds budget by \$8.9M / 2.9%. 2023 August YTD Sales Tax revenue is \$6.7M / 2.2% higher than the same period in 2022. *Note: UTA Sales Tax revenues are reported by the state with a one-to-two-month lag with current month numbers reflecting an accrued estimate.*

Diesel fuel cost per gallon in August 2023 was \$0.28 / 7.2% below budget. August 2023 diesel fuel cost/gal averaged \$3.62 vs. August 2022 average price of \$3.77. 2023 YTD diesel average price/gal is \$3.10 compared to budget diesel price of \$3.90.

2023 ANALYSIS

Ridership

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

UTA System Ridership YTD August 2023

YTD	Aug 2023 Actual	Aug 2023 Forecast	Aug 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	11,495,033	10,551,838	10,023,445	1,471,588	943,195	14.7%	8.9%
Salt Lake	7,160,405	6,142,787	6,324,226	836,179	1,017,618	13.2%	16.6%
Ogden	1,949,272	2,162,533	1,662,961	286,311	(213,261)	17.2%	-9.9%
Timp	2,385,355	2,246,518	2,036,257	349,098	138,837	17.1%	6.2%
Light Rail	6,916,280	7,275,054	7,195,031	(278,751)	(358,774)	-3.9%	-4.9%
FrontRunner	2,386,069	2,186,339	2,039,553	346,516	199,730	17.0%	9.1%
it¹	257,369	280,614	123,922	133,447	(23,245)	107.7%	-8.3%
Paratransit	576,161	505,796	514,761	61,401	70,365	11.9%	13.9%
Van Pool	717,799	464,436	468,093	249,706	253,363	53.3%	54.6%
Total Ridership	22,348,711	21,264,078	20,364,804	1,983,907	1,084,633	9.7%	5.1%

¹ Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership in August 2023 YTD was 22.4M which exceeded the YTD ridership forecast of 21.3M by 5.1%. This amounted to 2.0M / 9.8% more trips than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 2.4M passengers in August 2023 YTD compared to a ridership forecast of 2.2M which resulted in exceeding forecast by 9.1%. This is approximately 17.0% higher than 2022 ridership of 2.0M.¹

TRAX ridership YTD in August 2023 was 4.9% below the 2023 forecast with 358.8K fewer riders than projected. 2023 YTD amount is 3.9% lower than 2022 ridership of 7.2M riders.

Bus ridership August 2023 YTD was 11.5M compared to a forecast of 10.6M, so ridership exceeded forecast by 8.9%. August 2023 YTD ridership exceeded 2022 totals by \$1.5M / 14.7%.

Paratransit/Flex August YTD 2023 ridership exceeded 2023 forecast of 505.8K by 13.9%, with UTA providing 576.2K trips. This is 11.9% higher than 2022 ridership of 514.8K.

Micro Transit August 2023 YTD ridership was under forecast by 23.2K / 8.3%. Micro Transit started south Davis County and Tooele County service in August of 2022, so YTD August 2022 values are not comparable.

Van Pool ridership in August 2023 YTD was 717.8K versus a forecast of 464.4K, which is 54.6% above forecast. 2023 ridership is 53.3% higher than in 2022.

¹ Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

Operating Financial Results

August 2023



OPERATING FINANCIALS

August 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS					
Prior Year Actual	Current Year					Prior Year Actual	Current Year				
	Actual	A Budget	Variance				Actual	A Budget	Variance		
					Revenue						
\$ 42.7	\$ 42.6	\$ 41.4	\$ 1.2	3.0%	Sales Tax (Aug accrual)	\$ 309.2	315.9	\$ 307.0	\$ 8.9	2.9%	
2.9	2.8	3.0	(0.3)	-8.3%	Fares	23.1	23.8	23.6	0.2	0.9%	
11.3	18.8	18.8	-	0.0%	Federal	217.4	57.6	57.3	0.3	0.6%	
2.0	4.1	1.8	2.3	132.4%	Other *	12.0	32.8	14.1	18.6	131.9%	
\$ 58.9	\$ 68.3	\$ 65.0	\$ 3.3	5.1%	TOTAL REVENUE	\$ 561.7	\$ 430.1	\$ 402.0	\$ 28.1	7.0%	
					Expense						
\$ 13.6	\$ 15.3	\$ 15.2	\$ (0.1)	-0.7%	Salary/Wages	\$ 101.8	\$ 116.5	\$ 121.8	\$ 5.2	4.3%	
1.1	1.1	0.9	(0.1)	-15.0%	Overtime	9.3	\$ 10.1	7.2	\$ (2.9)	-40.7%	
6.8	7.6	8.2	0.6	6.9%	Fringe Benefits	55.1	59.2	65.1	5.9	9.1%	
3.0	3.0	3.1	0.1	3.4%	Services	19.2	24.8	27.5	2.7	9.7%	
1.2	2.1	2.0	(0.1)	-6.5%	Parts	10.3	16.4	15.5	(0.9)	-5.7%	
2.9	2.7	3.0	0.3	10.2%	Fuel	21.5	19.3	23.8	4.4	18.6%	
0.3	0.4	0.5	0.1	15.3%	Utilities	3.6	5.4	4.1	(1.3)	-30.6%	
1.3	1.2	1.4	0.2	11.6%	Other	8.6	8.4	13.8	5.4	39.3%	
(0.4)	(1.0)	(1.0)	(0.0)	3.1%	Capitalized Cost	(4.2)	(8.2)	(7.9)	(0.3)	3.6%	
\$ 29.8	\$ 32.4	\$ 33.3	\$ 0.9	2.6%	TOTAL EXPENSE	\$ 225.3	\$ 252.0	\$ 270.8	\$ 18.9	7.0%	
6.6	6.5	6.4	(0.1)	-1.4%	Debt Service	55.0	53.2	52.7	(0.5)	-0.9%	
\$ 22.4	\$ 29.4	\$ 25.2	\$ 4.1	16.3%	Contrib. Capital/Reserves	\$ 281.5	\$ 124.8	\$ 78.4	\$ 46.3	59.1%	
*Does not include Sale of Assets					Favorable/(Unfavorable)	*Does not include Sale of Assets: \$5.14 M					Favorable/(Unfavorable)

*Does not include Sale of Assets

Favorable/(Unfavorable)

*Does not include Sale of Assets: \$5.14 M Favorable/(Unfavorable)

Revenue

Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a one to two-month delay. The results shown above (from August financial statements) reflect accrued sales tax revenues through August 2023.

As shown above, 2023 YTD sales tax revenues (including accruals for August in the financial statements) were \$315.9M, \$8.9M / 2.9% above budget. Actual sales tax year-over-year growth in 2023 for almost all counties in UTA's service area appear to have dropped from double-digit growth rates that we have seen in prior periods.

Fare Revenue

Passenger revenue was slightly above budget in August YTD, with total fare revenue of \$23.8M compared to a budget of \$23.6M. The small positive variance can be attributed to the recognition of revenue from a sunset provision for a discontinued pass program.

Federal Operating Revenue

Federal operating revenues have reconvened after delays related to labor issues impacting the award of federal grants. \$18.8M was received in the month of August which matches the budgeted amount subsequently entered. We anticipate seeing funds from grant approvals to

arrive in Q3. The \$132.2K received in April and \$198.3K received in June are funds directly related to our 5310 FTA Grant Program. These funds are passed-through UTA and disbursed to the qualified agencies and communities in our service area. YTD, the total Federal Operating Revenue total is \$57.6M.

Other Revenue

Other revenue sources were \$18.6M / 131.9% above budget YTD. Actual investment revenue, driven by higher rates of return on investments than expected, made up \$23.8M of the total \$32.8M in revenue YTD.

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

Expenditures

Operating expenses YTD through August were under budget by \$18.9M / 7.0%. The explanation of the variance is detailed below along with adjusted expectations when accounting for delays.

Salary and Wages

YTD salary and wages were \$5.2M / 4.3% under budget. Overtime was included in this total previously which made the total closer to budget, overtime is now broken out separately.

Overtime

Overtime was \$2.9M / 40.7% over budget YTD, relative to an overtime budget of \$7.2M YTD.

YTD operator overtime was \$1.9 / 38.4% over budget. Salt Lake Bus was over budget by \$1.3M, Ogden by \$335.0K, Riverside by \$70.0K, Light Rail by \$52.3K, Commuter Rail by \$22.3K and Timpanogos by \$27.9K with smaller differences elsewhere. This situation is primarily a function of business units use of overtime to compensate for operator shortages. There were minimal impacts from higher overtime rates paid during NBA All Star Weekend.

Non-operator (primarily Bargaining maintenance) YTD overtime was \$1.1M / 45.4% over budget. Asset Management overtime was over budget by \$393.7K / 99.3% with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category. Regular wages were \$1.1M under budget in Asset Management. Also contributing was Salt Lake Bus maintenance at \$153.1K / 42.1% above budget, Commuter Rail Maintenance at \$114.2K / 107.1% above budget, Public Safety at \$89.3K / 99.2% above budget and Ogden Maintenance at \$109.0K / 251.5% above budget.

Fringe

YTD fringe benefit expenses were under budget by \$5.9M / 9.1% primarily due to the impact of vacancies discussed above.

Vacancies

UTA's vacancy rate is 4.6% YTD at the end of August versus a vacancy rate of 8.2% at the end of December 2022. Administrative has a 5.9% vacancy rate and Bargaining Unit has a 3.9% vacancy rate. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

Non-Labor Summary

YTD non-labor categories (all except Labor and Fringe) were favorable \$10.6M primarily due to positive variances of \$2.7M in Services, \$4.4M in Fuel, and \$5.5M in Other. There were negative offsets of \$1.3M in Utilities and \$0.9M in Parts.

Services

Services were favorable by \$2.7M / 9.7% due to:

- Legal under budget by \$182.3K / 13.6%. Attorney General billings are up to date. External Counsel support is under budget.
- IT under budget by \$915.9K / 18.9%. Budget timing is the primary reason for variance in contract services. IT produces its best estimate of when contracts will be due. IT is confident the \$696.6K in Information Technology variance will be used by year end. The \$123.3K of variance in Application Development stems from a pause of a development project due to issues with 3rd party contracts. This full variance amount will not be spent by year end, but IT is ensuring the services from 3rd parties are worth the budgeted contract amounts. Information Security is \$66.7K under budget due to bids being submitted and procurement still taking place on project. IT estimates 50% of variance will be spent by year end.
- Micro Transit under budget by \$985.5K / 17.8%. Principally due to an invoice timing, invoices and payments lag a month or two. \$600K - \$700K is normally spent each month, but August has not been paid yet.
- Planning under budget by \$877.4K / 55.2%. 50339 Services Prof & Tech is \$878.6K under budget YTD. Largely due to invoice timing, still plan on using the majority of budget. Will likely not spend full \$325.0K budgeted amount for "UTA On Board Survey" due to delay in the bidding process.
- Balance of items spread across other groups in organization.

Parts

August YTD parts were over budget by \$0.9M on a \$15.5M budget. The largest contributing operating unit was Commuter Rail at \$536.1K / 24.2% over budget, with smaller amounts being both over and under budget in other operating units. Commuter Rail indicates they have been replacing higher cost components at a rate much higher than experience would have indicated. Commuter Rail replaced 14 traction motors in Q1 of 2023 and an additional five in Q2. In addition, three battery tray sets were replaced, a turbocharger was replaced, and three brand new rail car axles. These were all unexpected failures that unfortunately are high-cost parts.

In addition, we have underperformed YTD on warranty recoveries by \$627.6K. Warranty recoveries are received when maintenance groups return a part that is within the warranty period. These credits offset parts expense. We have budgeted to receive \$1.1M through August YTD and we have only collected \$454.4K. Most of this variance is being driven by shortfalls totaling \$723.7K stemming out of 4300 JR Maintenance. The appropriate amount to budget for warranty recovery in 2024 has been reassessed.

Fuel and Power

August YTD fuel and power expenses were \$4.4M under budget; the bulk of which consisted of diesel fuel coming in \$4.1M under budget. YTD, UTA has purchased 147K fewer gallons of diesel fuel than budgeted. Those gallons multiplied by the \$3.90/gallon budgeted amount results in a savings (volume variance) of \$573.3K. The remaining \$3.8M is due to price variance. Volume variance makes up 13.0% of total variance and price variance produces the other 87.0%. So, savings due to lower fuel consumption compared to budget is 14.9% of the savings realized through lower diesel fuel prices YTD.

CNG fuel was \$103.8K / 28.9% over budget. CNG fuel over budget amount is directly related to a spike in natural gas prices in January and February, though the YTD total is approaching budgeted amounts more each month.

Propulsion power for light rail was \$269.9K / 6.1% under budget YTD, the variance has self-corrected over the last quarter.

Other

YTD Other expenses were under budget by \$5.4M / 39.3%. Insurance related expense was \$1.9M under budget. Training, travel, and employee awards were under budget \$934.2K. Other Miscellaneous and contingency expenses were under budget \$2.7M / 92.1%. This amount is primarily comprised of Operations contingency that is \$1.9M under budget. The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

August YTD Utility expenses were \$1.3M / 30.6% higher than budget. Primary cause of this variance is directly related to January and February's spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355% in one month; since then, prices have declined. The Facilities group has also experienced additional Utility charges related directly to the extraordinary winter weather through March. For natural gas facility needs, we have recently changed providers and now purchase fuel directly from the primary local utility, Dominion Energy.

Capitalized Cost

YTD Capitalized Cost was under budget by \$0.3M, this is primarily associated with Light Rail accruals. Variances in this area has improved with recent changes in process driven by the Comptroller's office and Operations.

August 2023 Results

Ridership

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

UTA System Ridership August 2023

MTD	Aug 2023 Actual	Aug 2023 Forecast	Aug 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	1,532,548	1,517,845	1,379,371	153,177	14,703	11.1%	1.0%
Salt Lake	956,214	889,824	854,424	101,790	66,390	11.9%	7.5%
Ogden	273,560	306,774	232,483	41,077	(33,214)	17.7%	-10.8%
Timp	302,774	321,247	292,465	10,309	(18,473)	3.5%	-5.8%
Light Rail	933,860	1,164,171	957,086	(23,226)	(230,311)	-2.4%	-19.8%
FrontRunner	349,011	423,348	303,851	45,160	(74,337)	14.9%	-17.6%
Micro Transit ¹	35,611	54,336	23,112	12,499	(18,725)	54.1%	-34.5%
Paratransit	82,406	80,731	75,731	6,675	1,675	8.8%	2.1%
Van Pool	76,997	56,298	55,405	21,592	20,699	39.0%	36.8%
Total Ridership	3,010,433	3,296,730	2,794,556	215,877	(286,297)	7.7%	-8.7%

¹ Micro Transit was a pilot program in 2019 & 2020

August's total ridership was 3.0M, which was 286.3K / 8.7% below forecast. This amount exceeded August 2022 totals by 215.9K / 7.7% riders.

Frontrunner carried 349.0K passengers in August which was 74.3K / 17.6% lower than the forecast of 423.3K. This figure is 14.9% higher than 2022 ridership of 303.9K.²

TRAX ridership in August was down 19.8% from the August forecast of 1.2M riders. This is 2.4% below August 2022 ridership of 957.1K riders.

Bus ridership in August was 14.7K / 1.0% higher than the forecast of 1.52M and 11.1% higher than 2022 ridership of 1.4M.³

Paratransit/Flex ridership exceeded August forecast of 80.7K by 2.1%, with UTA providing 82.4K trips. This is 8.8% higher than 2022 ridership for the same period.

Micro Transit ridership in August was below forecast by 18.7K / 34.5%. Micro Transit started South Davis and Tooele County service in August of 2022.

Vanpool ridership for August was 77.0K versus a forecast of 56.3K, which is 36.8% above forecast.

² Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

³ August 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	A Budget	Variance				Actual	A Budget	Variance	
					Revenue					
\$ 42.7	\$ 42.6	\$ 41.4	\$ 1.2	3.0%	Sales Tax (Aug accrual)	\$ 309.2	315.9	\$ 307.0	\$ 8.9	2.9%
2.9	2.8	3.0	(0.3)	-8.3%	Fares	23.1	23.8	23.6	0.2	0.9%
11.3	18.8	18.8	-	0.0%	Federal	217.4	57.6	57.3	0.3	0.6%
2.0	4.1	1.8	2.3	132.4%	Other *	12.0	32.8	14.1	18.6	131.9%
\$ 58.9	\$ 68.3	\$ 65.0	\$ 3.3	5.1%	TOTAL REVENUE	\$ 561.7	\$ 430.1	\$ 402.0	\$ 28.1	7.0%
					Expense					
\$ 13.6	\$ 15.3	\$ 15.2	\$ (0.1)	-0.7%	Salary/Wages	\$ 101.8	\$ 116.5	\$ 121.8	\$ 5.2	4.3%
1.1	1.1	0.9	(0.1)	-15.0%	Overtime	9.3	\$ 10.1	7.2	\$ (2.9)	-40.7%
6.8	7.6	8.2	0.6	6.9%	Fringe Benefits	55.1	59.2	65.1	5.9	9.1%
3.0	3.0	3.1	0.1	3.4%	Services	19.2	24.8	27.5	2.7	9.7%
1.2	2.1	2.0	(0.1)	-6.5%	Parts	10.3	16.4	15.5	(0.9)	-5.7%
2.9	2.7	3.0	0.3	10.2%	Fuel	21.5	19.3	23.8	4.4	18.6%
0.3	0.4	0.5	0.1	15.3%	Utilities	3.6	5.4	4.1	(1.3)	-30.6%
1.3	1.2	1.4	0.2	11.6%	Other	8.6	8.4	13.8	5.4	39.3%
(0.4)	(1.0)	(1.0)	(0.0)	3.1%	Capitalized Cost	(4.2)	(8.2)	(7.9)	(0.3)	3.6%
\$ 29.8	\$ 32.4	\$ 33.3	\$ 0.9	2.6%	TOTAL EXPENSE	\$ 225.3	\$ 252.0	\$ 270.8	\$ 18.9	7.0%
6.6	6.5	6.4	(0.1)	-1.4%	Debt Service	55.0	53.2	52.7	(0.5)	-0.9%
\$ 22.4	\$ 29.4	\$ 25.2	\$ 4.1	16.3%	Contrib. Capital/Reserves	\$ 281.5	\$ 124.8	\$ 78.4	\$ 46.3	59.1%

*Does not include Sale of Assets

Favorable/(Unfavorable)

*Does not include Sale of Assets: \$5.14 M Favorable/(Unfavorable)

Revenue

For the month of August, accrued sales tax revenues were \$42.6M, which was \$1.2M / 3.0% above budget. Farebox revenue was 8.3% below budget. August 2023 Farepay revenue is \$0.1M lower than the same period last year. Farepay revenue that was recognized in August 2023 dropped below normal, it was expected to be higher and will require investigation. ECO partner revenue, including pay per trip contracts, are not increasing as anticipated. New partners have not been added and the number of pass holders not tapping has negatively impacted the amount UTA can bill partners.

There was a total of \$18.8M in Federal / Preventative Maintenance payments recorded for the month. There have been two consecutive months of significant (>\$15M) Federal / Preventative Maintenance payments. Previously, the formula grants were pending due to grant processing delays and delays related to labor issues. As these grants are approved, UTA will be able draw down an estimated \$55M in accrued eligible operational expenses dating back to 2022 and \$35M in 2023 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$2.3M variance. Positive variance was primarily driven by higher-than-expected investment returns, as discussed above.

Expenditures

The August expense variance is \$0.9M / 2.6% below budget. Both Salaries / Wages and Overtime were each \$0.1M over budget. This is the first time Labor expenses (rolled-up) have exceeded budget since April when payments for the bargaining agreement were made. The overage was mainly within 50171 – Regular Wages (Non-Operators) where 6450 – Training & Development exceeded budget by \$193.8K. An underspend of \$0.6M / 6.9% in Fringe expense is related to the Agency’s vacancies. Service, Parts, and Utilities were all close (within \$200K) to target. Fuel was \$0.3M below budget, the price per diesel gallon increased dramatically over prior months, but it is still lower than the budgeted amount. Other Expenses was \$.2M under budget was largely due to favorable variances within Insurance expenses. Lower spend in Computer Supplies and Travel/Meeting Expenses contributed to the favorable variance as well.

Comments on notable impacts to the variance are as follows:

Salary: \$0.1M over budget due to Regular Wages for Non-Operators. The largest driver was in Training & Development which was \$193.8K over budget in the month of August. Improving month-over-month on filling needed positions (19 additional heads compared to July). The headcount is still 4.6% under budget, but as a whole, UTA now sits above 95% of planned headcount.

Overtime: 15.0% above budget in August. As positions go unfilled and current employees work extra to fill in the holes, overtime increases. As headcount amounts stay under budget, Overtime will likely remain above budget.

Fringe: \$0.6M under budget in August. If full-time headcount is lower than budget, fringe will also remain below budget because the expenses (e.g., insurances, benefits, etc.) are tied to the actual number of heads.

Parts: \$129.4K over budget for the month of August. This is due to the Warranty Recoveries not meeting the budgeted amount. \$135.2K was budgeted to be credited in August, but only \$12.0K was credited resulting in a variance of \$123.2K.

Fuel/Power: Under budget \$0.3M / 10.2%, driven by a lower monthly average price of \$3.62/gal versus a budgeted diesel amount of \$3.90/gal. In August, the number of gallons purchased exceeded budget by 5087 gallons. Multiplying the variance of gallons by the month’s \$3.62/gal rate results in \$18.4K of unfavorable volume variance. Though August’s price per gallon was much closer to budget than the previous month, the impact of the price variance still caused actuals to be favorable to budget. Unleaded fuel price was higher than budget with a price of \$3.35/gal in August compared to \$3.10/gal budgeted.

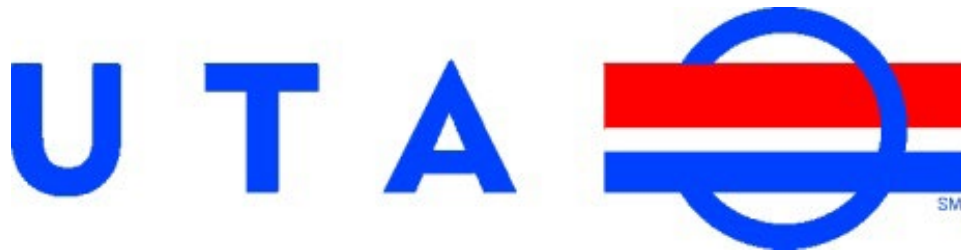
Utilities: Under budget by \$79.0K / 15.3% in August primarily due to lower spend in Public MOW, Facilities, Safety, Network Support, and Commuter Rail Operations.

Utah Transit Authority

Financial Statement

(Unaudited)

August 31, 2023



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

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (25,411,799)	\$ (25,116,453)	\$ 295,346	1%
2 Operating Expenses	251,982,563	270,833,269	18,850,706	7%
3 Net Operating Income (Loss)	(226,570,764)	(245,716,816)	19,146,052	8%
4 Capital Revenue	(49,147,882)	(174,153,000)	(125,005,118)	-72%
5 Capital Expenses	113,986,230	224,440,000	110,453,770	49%
6 Net Capital Income (Loss)	(64,838,348)	(50,287,000)	(14,551,348)	-29%
7 Sales Tax	(315,926,410)	(307,001,417)	8,924,993	3%
8 Other Revenue	(88,767,991)	(69,880,006)	18,887,985	27%
9 Debt Service	53,231,844	52,741,629	(490,215)	-1%
10 Sale of Assets	5,144,215	-	(5,144,215)	
11 Net Non-Operating Income (Loss)	346,318,342	324,139,794	22,178,548	7%
12 Contribution to Cash Balance	\$ 54,909,230	\$ 28,135,978	\$ 26,773,252	95%
13 Amortization	20,743,756			
14 Depreciation	92,216,667			
15 Total Non-cash Items	\$ 112,960,423			

STATISTICS

RIDERSHIP

2022 Actual	August 2023	August 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	3,010,434	2,801,630	208,804	22,348,711	20,371,877	1,976,835

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 251,982,563
18 Less: Passenger Revenue	- (23,773,299)
19 Subtotal	228,209,264
20 Divided by: Ridership	÷ 22,348,711
21 Subsidy per Rider	\$ 10.21

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of August 31, 2023

EXHIBIT 1-2

BALANCE SHEET

	8/31/2023	8/31/2022
CURRENT ASSETS		
1 Cash	\$ 44,903,341	\$ 24,512,684
2 Investments (Unrestricted)	493,193,528	564,620,767
3 Investments (Restricted)	111,734,986	93,776,644
4 Receivables	102,612,024	81,731,073
5 Receivables - Federal Grants	3,872,754	4,007,470
6 Inventories	42,013,133	36,636,644
7 Prepaid Expenses	-	-
8 TOTAL CURRENT ASSETS	\$ 798,329,766	\$ 805,285,282
9 Property, Plant & Equipment (Net)	2,930,309,086	2,914,887,738
10 Other Assets	194,229,119	126,292,725
11 TOTAL ASSETS	\$ 3,922,867,971	\$ 3,846,465,745
12 Current Liabilities	54,295,975	80,045,539
14 Net Pension Liability	166,224,640	90,642,486
15 Outstanding Debt	2,331,634,595	2,361,962,917
16 Net Investment in Capital Assets	794,195,932	685,839,635
17 Restricted Net Position	82,959,225	51,718,453
18 Unrestricted Net Position	493,557,604	576,256,715
19 TOTAL LIABILITIES & EQUITY	\$ 3,922,867,971	\$ 3,846,465,745

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	31,610	\$ 3,998,788
21 2019 Bond Proceeds	676,632	22,584,870
22 Debt Service Interest Payable	41,511,939	32,110,309
23 Risk Contingency Fund	8,573,021	8,054,457
24 Catastrophic Risk Reserve Fund	1,123,447	1,102,382
25 Box Elder County ROW (sales tax)	3,537,261	2,259,332
26 Utah County 4th Qtr (sales tax)	13,470,414	4,427,942
27 Amounts held in escrow	42,810,662	19,238,564
28 TOTAL RESTRICTED RESERVES	\$ 111,734,986	\$ 93,776,644
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	46,541,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 160,658,000	\$ 151,879,000
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 272,392,986	\$ 245,655,644

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of August 31, 2023

REVENUE & EXPENSES

	ACTUAL Aug-23	ACTUAL Aug-22	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,788,034)	\$ (2,902,593)	\$ (23,773,299)	\$ (23,096,353)
2 Advertising Revenue	(203,500)	(180,000)	(1,638,500)	(1,440,000)
3 TOTAL OPERATING REVENUE	\$ (2,991,534)	\$ (3,082,593)	\$ (25,411,799)	\$ (24,536,353)
OPERATING EXPENSE				
4 Bus Service	\$ 11,424,543	\$ 10,488,237	\$ 87,534,969	\$ 80,864,186
5 Commuter Rail	2,394,670	2,327,576	19,289,301	17,959,167
6 Light Rail	3,687,125	3,293,777	29,254,765	25,610,818
7 Maintenance of Way	1,787,961	1,414,590	13,522,691	12,400,015
8 Paratransit Service	2,460,948	2,128,275	18,241,531	16,913,828
9 RideShare/Van Pool Services	262,371	250,636	2,199,429	1,857,594
10 Microtransit	630,839	474,589	5,054,641	3,764,856
11 Operations Support	5,286,105	5,408,603	43,411,771	37,763,895
12 Administration	4,479,307	4,054,913	33,473,465	28,164,501
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 32,413,869	\$ 29,841,196	\$ 251,982,563	\$ 225,298,860
15 NET OPERATING (INCOME) LOSS	\$ 29,422,335	\$ 26,758,603	\$ 226,570,764	\$ 200,762,507
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(3,097,257)	(1,102,340)	(23,825,634)	(3,162,524)
17 Sales Tax Revenue ¹	(42,615,294)	(42,687,598)	(315,926,410)	(309,216,666)
18 Other Revenue	(808,929)	(695,500)	(7,322,807)	(7,355,190)
19 Fed Operations/Preventative Maint. Revenue	(18,775,183)	(11,321,914)	(57,619,550)	(217,421,907)
20 Bond Interest	6,150,296	6,344,548	49,745,748	52,651,513
21 Bond Interest UTCT	148,358	152,441	1,186,857	1,219,484
22 Bond Cost of Issuance/Fees	36,000	9,050	89,250	62,750
23 Lease Interest	183,212	128,422	2,209,989	1,036,467
24 Sale of Assets	-	(110)	5,144,215	3,207,244
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (58,778,797)	\$ (49,173,001)	\$ (346,318,342)	\$ (478,978,829)
26 CONTRIBUTION TO RESERVES	\$ 29,356,462	\$ 22,414,398	\$ 119,747,578	\$ 278,216,322

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of August 31, 2023

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Aug-23	Aug-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (2,788,034)	\$ (3,038,976)	\$ (250,942)	-8%
2 Advertising Revenue	(203,500)	(193,500)	10,000	5%
3 TOTAL OPERATING REVENUE	\$ (2,991,534)	\$ (3,232,476)	\$ (240,942)	-7%
OPERATING EXPENSE				
4 Bus Service	\$ 11,424,543	11,579,459	\$ 154,916	1%
5 Commuter Rail	2,394,670	2,572,730	178,060	7%
6 Light Rail	3,687,125	3,941,600	254,475	6%
7 Maintenance of Way	1,787,961	1,823,119	35,158	2%
8 Paratransit Service	2,460,948	2,365,217	(95,731)	-4%
9 RideShare/Van Pool Services	262,371	334,552	72,181	22%
10 Microtransit	630,839	763,036	132,197	17%
11 Operations Support	5,286,105	5,151,902	(134,203)	-3%
12 Administration	4,479,307	4,745,960	266,653	6%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 32,413,869	\$ 33,277,575	\$ 863,706	3%
15 NET OPERATING (INCOME) LOSS	\$ 29,422,335	\$ 30,045,099	\$ 622,764	2%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (3,097,257)	\$ (605,000)	\$ 2,492,257	412%
17 Sales Tax Revenue	(42,615,294)	(41,368,002)	1,247,292	3%
18 Other Revenue	(808,929)	(969,500)	(160,571)	-17%
19 Fed Operations/Preventative Maint. Revenue	(18,775,183)	(18,775,183)	-	0%
20 Bond Interest	6,150,296	6,046,695	(103,601)	-2%
21 Bond Interest UTCT	148,358	148,357	(1)	0%
22 Bond Cost of Issuance/Fees	36,000	4,000	(32,000)	-800%
23 Lease Interest	183,212	225,903	42,691	19%
24 Sale of Assets	-	-	-	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (58,778,797)	\$ (55,292,731)	\$ 3,486,066	6%
26 CONTRIBUTION TO RESERVES	\$ 29,356,462	\$ 25,247,632		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)**

EXHIBIT 1-4A

As of August 31, 2023

CURRENT MONTH

		ACTUAL	BUDGET	VARIANCE	%
		Aug-23	Aug-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 255,645	\$ 267,274	\$ 11,629	4%
2	Executive Director	441,166	485,732	44,566	9%
3	Chief Communication Officer	349,183	273,165	(76,018)	-28%
4	Chief Planning and Engagement Officer	1,381,535	1,491,021	109,486	7%
5	Chief Finance Officer	1,381,727	1,435,527	53,800	4%
6	Chief Operating Officer	25,017,903	25,591,466	573,563	2%
7	Chief People Officer	1,172,805	922,778	(250,027)	-27%
8	Chief Development Officer	670,720	721,657	50,937	7%
9	Chief Enterprise Strategy Officer	1,743,185	2,088,955	345,770	17%
10	Non-Departmental	-	-	-	
11	TOTAL OPERATING EXPENSE	\$ 32,413,869	\$ 33,277,575	\$ 863,706	3%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE	%
		Aug-23	Aug-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
12	Board of Trustees	\$ 2,125,972	\$ 2,098,431	\$ (27,541)	-1%
13	Executive Director	3,311,461	4,025,007	713,546	18%
14	Chief Communication Officer	2,726,958	2,697,949	(29,009)	-1%
15	Chief Planning and Engagement Officer	10,258,188	11,466,271	1,208,083	11%
16	Chief Finance Officer	10,051,320	11,657,535	1,606,215	14%
17	Chief Operating Officer	195,395,176	207,724,689	12,329,513	6%
18	Chief People Officer	9,446,262	8,669,875	(776,387)	-9%
19	Chief Development Officer	4,138,398	5,871,535	1,733,137	30%
20	Chief Enterprise Strategy Officer	14,528,828	16,371,977	1,843,149	11%
21	Non-Departmental	-	250,000	250,000	100%
22	TOTAL OPERATING EXPENSE	\$ 251,982,563	\$ 270,833,269	\$ 18,850,706	7%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of August 31, 2023

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Aug-23	Aug-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (23,773,299)	\$ (23,568,453)	\$ 204,846	1%
2 Advertising Revenue	(1,638,500)	(1,548,000)	90,500	6%
3 TOTAL OPERATING REVENUE	\$ (25,411,799)	\$ (25,116,453)	\$ 295,346	1%
OPERATING EXPENSE				
4 Bus Service	\$ 87,534,969	\$ 93,004,672	\$ 5,469,703	6%
5 Commuter Rail	19,289,301	20,747,077	1,457,776	7%
6 Light Rail	29,254,765	30,761,476	1,506,711	5%
7 Maintenance of Way	13,522,691	14,446,182	923,491	6%
8 Paratransit Service	18,241,531	18,839,041	597,510	3%
9 RideShare/Van Pool Services	2,199,429	2,676,424	476,995	18%
10 Microtransit	5,054,641	6,111,606	1,056,965	17%
11 Operations Support	43,411,771	42,218,793	(1,192,978)	-3%
12 Administration	33,473,465	41,777,998	8,304,533	20%
13 Non-Departmental	-	250,000	250,000	100%
14 TOTAL OPERATING EXPENSE	\$ 251,982,563	\$ 270,833,269	\$ 18,850,706	7%
15 NET OPERATING (INCOME) LOSS	\$ 226,570,764	\$ 245,716,816	\$ 19,146,052	8%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (23,825,634)	\$ (4,835,000)	\$ 18,990,634	393%
17 Sales Tax Revenue	(315,926,410)	(307,001,417)	8,924,993	3%
18 Other Revenue	(7,322,807)	(7,756,000)	(433,193)	-6%
19 Fed Operations/Preventative Maint. Revenue	(57,619,550)	(57,289,006)	330,544	1%
20 Bond Interest	49,745,748	49,647,221	(98,527)	0%
21 Bond Interest UTCT	1,186,857	1,186,856	(1)	0%
22 Bond Cost of Issuance/Fees	89,250	45,250	(44,000)	-97%
23 Lease Interest	2,209,989	1,862,302	(347,687)	-19%
24 Sale of Assets	5,144,215	-	(5,144,215)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (346,318,342)	\$ (324,139,794)	\$ 22,178,548	7%
26 CONTRIBUTION TO RESERVES	\$ 119,747,578	\$ 78,422,978		

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 31,877,219	\$ 18,881,000	168.8%
2 INFORMATION TECHNOLOGY	3,401,878	4,300,000	79.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	8,773,110	1,904,000	460.8%
4 CAPITAL PROJECTS	18,052,399	110,795,000	16.3%
5 STATE OF GOOD REPAIR	26,094,384	149,725,000	17.4%
6 DEPOT DISTRICT	7,682,486	12,001,000	64.0%
7 OGDEN/WEBER STATE BRT	11,140,776	25,785,000	43.2%
8 TIGER	6,963,978	13,269,000	52.5%
9 TOTAL	\$ 113,986,230	\$ 336,660,000	33.9%
REVENUES			
10 GRANT	\$ 17,139,029	\$ 131,502,000	13.0%
11 STATE CONTRIBUTION	8,588,350	11,070,000	77.6%
12 LEASES (PAID TO DATE)	-	41,851,000	0.0%
13 BONDS		62,847,500	0.0%
14 LOCAL PARTNERS	23,420,503	13,959,000	167.8%
15 UTA FUNDING	64,838,348	75,430,500	86.0%
16 TOTAL	\$ 113,986,230	\$ 336,660,000	33.9%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of August 31, 2023

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Aug-23	Aug-22	2023	2022
UTA				
Fully Allocated Costs	32,413,868	29,841,196	251,982,563	225,298,860
Passenger Farebox Revenue	2,788,034	2,902,593	23,773,299	23,096,354
Passengers	3,010,434	2,801,630	22,348,711	20,371,877
Farebox Recovery Ratio	8.6%	9.7%	9.4%	10.3%
Actual Subsidy per Rider	\$9.84	\$9.62	\$10.21	\$9.93
BUS SERVICE				
Fully Allocated Costs	16,196,151	15,145,015	125,162,716	113,226,918
Passenger Farebox Revenue	1,369,340	1,225,355	10,558,668	10,500,279
Passengers	1,532,549	1,379,371	11,495,035	10,023,445
Farebox Recovery Ratio	7.9%	10.0%	8.4%	9.5%
Actual Subsidy per Rider	\$11.25	\$11.18	\$10.01	\$10.27
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,602,987	7,737,012	66,507,007	58,282,350
Passenger Farebox Revenue	726,880	696,226	4,946,059	5,255,891
Passengers	933,860	957,086	6,916,280	7,195,029
Farebox Recovery Ratio	7.4%	11.3%	7.3%	9.0%
Actual Subsidy per Rider	\$9.02	\$7.15	\$8.97	\$7.37
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,704,050	3,571,231	30,442,289	27,388,056
Passenger Farebox Revenue	475,242	448,491	3,229,322	3,539,543
Passengers	349,011	303,851	2,386,069	2,039,553
Farebox Recovery Ratio	11.9%	14.6%	10.3%	13.0%
Actual Subsidy per Rider	\$10.38	\$11.96	\$11.77	\$11.94
MICROTRANSIT				
Fully Allocated Costs	709,251	550,085	5,671,056	4,257,897
Passenger Farebox Revenue	45,669	12,356	343,324	123,886
Passengers	35,611	23,112	257,369	123,922
Farebox Recovery Ratio	6.1%	6.8%	5.9%	3.0%
Actual Subsidy per Rider	\$21.82	\$10.96	\$21.06	\$35.67
PARATRANSIT				
Fully Allocated Costs	2,616,242	2,287,201	19,505,410	18,161,482
Passenger Farebox Revenue	(125,321)	269,842	2,214,205	1,706,931
Passengers	82,406	73,564	575,965	512,594
Farebox Recovery Ratio	13.2%	44.2%	13.9%	9.1%
Actual Subsidy per Rider	\$31.69	\$20.89	\$29.48	\$32.88
RIDESHARE				
Fully Allocated Costs	585,187	550,652	4,694,085	3,982,158
Passenger Farebox Revenue	296,225	250,323	2,481,720	1,969,825
Passengers	76,997	64,646	717,993	477,334
Farebox Recovery Ratio	59.3%	41.4%	53.2%	50.1%
Actual Subsidy per Rider	\$2.73	\$5.58	\$3.00	\$4.15

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Aug-23	Aug-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$16,196,151	\$15,145,015	\$125,162,716	\$113,226,918
Light Rail Service	\$8,602,987	\$7,737,012	\$66,507,007	\$58,282,350
Commuter Rail Service	\$3,704,050	\$3,571,231	\$30,442,289	\$27,388,056
Microtransit	\$709,251	\$550,085	\$5,671,056	\$4,257,897
Paratransit	\$2,616,242	\$2,287,201	\$19,505,410	\$18,161,482
Rideshare	\$585,187	\$550,652	\$4,694,085	\$3,982,158
UTA	\$32,413,868	\$29,841,196	\$251,982,563	\$225,298,860
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,369,340	\$1,225,355	\$10,558,668	\$10,500,279
Light Rail Service	\$726,880	\$696,226	\$4,946,059	\$5,255,891
Commuter Rail Service	\$475,242	\$448,491	\$3,229,322	\$3,539,543
Microtransit	\$45,669	\$12,356	\$343,324	\$123,886
Paratransit	(\$125,321)	\$269,842	\$2,214,205	\$1,706,931
Rideshare	\$296,225	\$250,323	\$2,481,720	\$1,969,825
UTA	\$2,788,034	\$2,902,593	\$23,773,299	\$23,096,354
PASSENGERS				
Bus Service	1,532,549	1,379,371	11,495,035	10,023,445
Light Rail Service	933,860	957,086	6,916,280	7,195,029
Commuter Rail Service	349,011	303,851	2,386,069	2,039,553
Microtransit	35,611	23,112	257,369	123,922
Paratransit	82,406	73,564	575,965	512,594
Rideshare	76,997	64,646	717,993	477,334
UTA	3,010,434	2,801,630	22,348,711	20,371,877
FAREBOX RECOVERY RATIO				
Bus Service	7.9%	10.0%	8.4%	9.5%
Light Rail Service	7.4%	11.3%	7.3%	9.0%
Commuter Rail Service	11.9%	14.6%	10.3%	13.0%
Microtransit	6.1%	6.8%	5.9%	3.0%
Paratransit	13.2%	44.2%	13.9%	9.1%
Rideshare	59.3%	41.4%	53.2%	50.1%
UTA	8.6%	9.7%	9.4%	10.3%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.25	\$11.18	\$10.01	\$10.27
Light Rail Service	\$9.02	\$7.15	\$8.97	\$7.37
Commuter Rail Service	\$10.38	\$11.96	\$11.77	\$11.94
Microtransit	\$21.82	\$10.96	\$21.06	\$35.67
Paratransit	\$31.69	\$20.89	\$29.48	\$32.88
Rideshare	\$2.73	\$5.58	\$3.00	\$4.15
UTA	\$9.84	\$9.62	\$10.21	\$9.93

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of August 31, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	76,571,687	42,615,294	\$ 33,956,393	-	-	-
3 Warranty Recovery	1,697,044	1,697,044	-	-	-	-
4 Build America Bond Subsidies	3,957,445	785,525	785,525	\$ 785,525	\$ 785,525	\$ 815,345
5 Product Sales and Development	2,980,539	958,567	16,232	1,219,674	29,694	756,372
6 Pass Sales	(42,392)	152,995	(1,190)	1,233	(3,614)	(191,816)
7 Property Management	60,655	5,516	-	-	940	54,199
8 Vanpool/Rideshare	124,314	80,813	36,995	2,186	848	3,472
9 Salt Lake City Agreement	1,629,858	1,062,453	-	567,405	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	8,479,846	35,654	73,911	645,156	3,800,000	3,925,125
12 Other	7,153,028	7,153,028	-	-	-	-
13 Total	\$ 106,484,778	\$ 58,419,643	\$ 34,867,866	\$ 3,221,179	\$ 4,613,393	\$ 5,362,697

Percentage Due by Aging

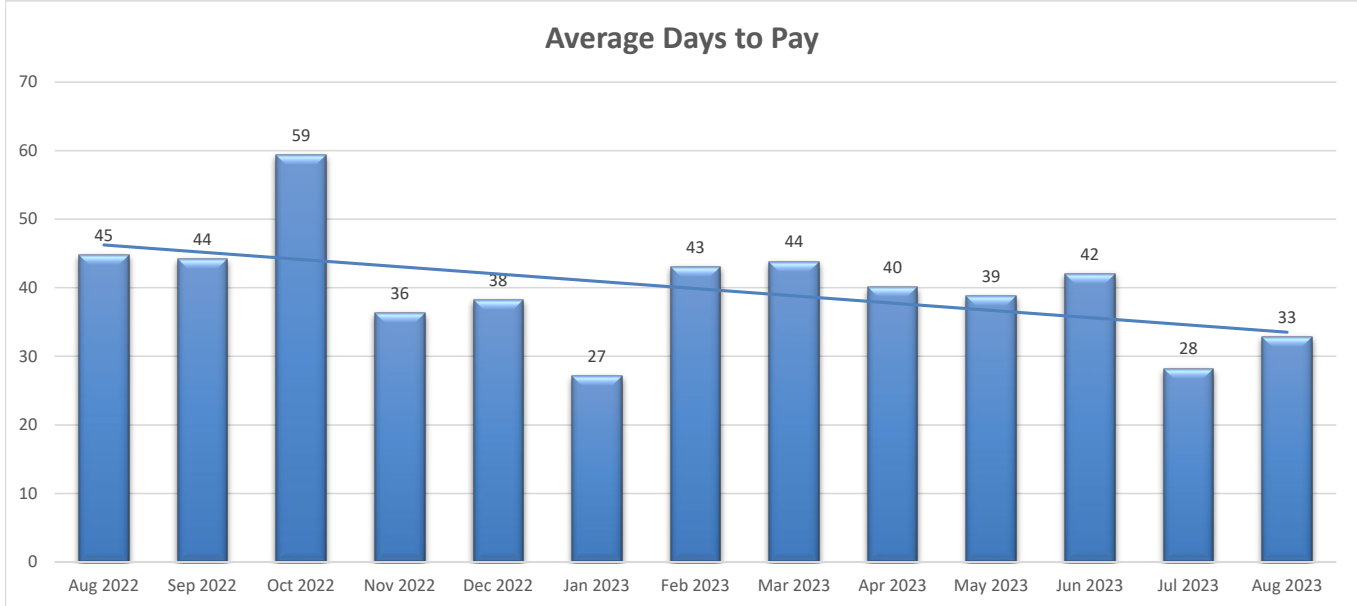
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	55.7%	44.3%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	19.8%	19.8%	19.8%	19.8%	20.6%
18 Product Sales and Development	32.2%	0.5%	40.9%	1.0%	25.4%
19 Pass Sales	-360.9%	2.8%	-2.9%	8.5%	452.5%
20 Property Management	9.1%	0.0%	0.0%	1.5%	89.4%
21 Vanpool/Rideshare	65.0%	29.8%	1.8%	0.7%	2.8%
22 Salt Lake City Agreement	65.2%	0.0%	34.8%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	0.4%	0.9%	7.6%	44.8%	46.3%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	54.9%	32.7%	3.0%	4.3%	5.0%

¹ Federal preventive maintenance funds and federal RideShare funds

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

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	896117	8/2/2023	308,892.44
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896118	8/2/2023	384,491.06
22-03566RW FARE COLLECTION SYSTEM REPLACEMEN	4/11/2023	SCHEIDT & BACHMANN USA, INC.	896364	8/23/2023	1,108,055.00
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896199	8/9/2023	401,990.52
PA#2213 BUS CAMERA REPLACEMENT	5/10/2023	DELL MARKETING L.P.	896200	8/9/2023	1,828,586.81
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	8/10/2023	323,208.00
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	8/10/2023	1,200,635.00
22-03630CG MEADOWBROOK RESTROOM REMODEL	11/14/2023	SLIDER CONSTRUCTION INC.	377050	8/16/2023	451,145.15
18-23987P TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	893273	8/16/2023	2,789,473.89
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896269	8/16/2023	436,152.51
20-03349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	896270	8/16/2023	863,181.05
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	896271	8/16/2023	1,023,488.05
20-03382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	896272	8/16/2023	1,242,003.00
R2023-04-08		ROCKY MOUNTAIN POWER	377190	8/23/2023	581,532.86
22-03566VW BAY FLOOR STRIPING MEADOWBROOK	10/27/2022	CDC RESTORATION & CONSTRUCTION LC	377269	8/23/2023	229,246.53
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	896358	8/23/2023	280,006.33
22-03568JH TRUCK OVERHAUL KITS	6/28/2022	ALSTOM MASS TRANSIT CORP	896359	8/23/2023	285,826.16
20-03282 SD100/SD160/S70 LRV SEAT REPLACEMENT	12/4/2020	USSC GROUP, INC.	896360	8/23/2023	377,101.70
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896361	8/23/2023	397,003.63
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	896362	8/23/2023	805,143.25
20-03382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	896363	8/23/2023	928,742.12
22-03566RW FARE COLLECTION SYSTEM REPLACEMEN	4/11/2023	SCHEIDT & BACHMANN USA, INC	896364	8/23/2023	1,378,821.00
21-03534VW PLATFORM GAP FILLER	6/22/2022	SK POLYMER CO LTD	ZION-WIRE	8/23/2023	415,000.00
R2023-04-08		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	8/24/2023	305,038.00
R2023-04-08		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	8/24/2023	1,146,561.00
23-P00288 MOA BETWEEN HVT, PC, AND UTA	8/23/2023	HIGH VALLEY TRANSIT	377367	8/30/2023	524,130.42
23-P00288 MOA BETWEEN HVT, PC, AND UTA	8/23/2023	PARK CITY MUNICIPAL CORPORATION	377368	8/30/2023	942,989.00
18-2595PP REVENUE TIRE LEASE	12/1/2018	MICHELIN NORTH AMERICA, INC.	896436	8/30/2023	314,943.85
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	896437	8/30/2023	458,240.35
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	896438	8/30/2023	854,013.17
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	896439	8/30/2023	2,449,481.31
21-03530BM ADMIN MEDICAL INSURANCE	5/3/2022	PEHP	ZION-ACH	8/30/2023	292,639.00
21-03531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	8/30/2023	919,823.00





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Alma Haskell, Grant Development Administrator

TITLE:

Discretionary Grants Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

This grant update is providing information on grants that have been submitted and are awaiting selection and those that have been selected for award but have not yet been obligated in a grant agreement. There are 13 grants that are awaiting selection and 6 grants have been selected for award.

DISCUSSION:

Alma Haskell, UTA Grant Development Administrator will give an update on grants currently selected for award and grant submittals.

ALTERNATIVES:

NA

FISCAL IMPACT:

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

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
FROM: Annette Royle, Director of Board Governance
PRESENTER(S): Carlton Christensen, Board Chair

TITLE:

R2023-10-01 - Resolution Supporting the Nomination to Re-Appoint Beth Holbrook to the Utah Association of Special Districts Board

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2023-10-01 supporting the nomination of Beth Holbrook to the Utah Association of Special Districts Board for a 4-year term beginning on March 31, 2024.

BACKGROUND:

The Utah Association of Special Districts (UASD) is an organization comprised of special and special service districts to promote the proper and efficient operation of Special Districts and Special Service Districts in the State of Utah.

DISCUSSION:

As a special district in the State of Utah, UTA is a member of UASD and participates in shared initiatives and policy development for special districts across the state. Trustee Holbrook has served on the UASD Board since 2019 and her term is due to expire on March 30, 2024. The UASD has requested UTA's Board of Trustee nominate a representative to serve a new term beginning March 31, 2024, and concluding March 30, 2028. The proposed resolution will support the re-nomination of Trustee Beth Holbrook, who desires to continue serving in this capacity.

ALTERNATIVES:

The Board may suggest another nominee.

FISCAL IMPACT:

There will be minimal travel expense accounted for in the Board of Trustee budget for Trustee Holbrook to attend UASD Board Meetings organized in various locations throughout Utah.

ATTACHMENTS:

Resolution R2023-10-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY SUPPORTING THE NOMINATION TO RE-APPOINTMENT BETH
HOLBROOK TO THE UTAH ASSOCIATION OF SPECIAL DISTRICTS BOARD**

R2023-10-01

October 11, 2023

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

WHEREAS, the Utah Association of Special Districts (“UASD”) is an organization comprised of special and special service districts to promote the proper and efficient operation of Special Districts and Special Service Districts in the State of Utah; and

WHEREAS, the Authority is a long-standing member of UASD as a Special District; and

WHEREAS, Beth Holbrook, UTA Trustee, is serving as a member of the UASD Board of Trustees for a term that expires on March 30, 2024; and

WHEREAS, UASD requested the Authority to recommend a representative to be nominated to the UASD Board following the expiration of Ms. Holbrook’s current term; and

WHEREAS, Ms. Holbrook expressed a willingness to continue serving in her respective position as a member of the UASD Board and to participate in its deliberations as a representative of the Authority and its interests.

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

1. That the Authority hereby supports the nomination of Ms. Beth Holbrook as a candidate for appointment by the Utah Association of Special Districts for a four-year term on the UASD Board of Trustees beginning on March 31, 2024, and concluding on March 30, 2028.
2. That the corporate seal be attached hereto.

Approved and adopted this 11th day of October 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

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Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Jeff Acerson, Trustee and Pension Committee Chair
Kim Shanklin, Chief People Officer
Ann Green-Barton, Director of Total Rewards

TITLE:

R2023-10-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt the resolution establishing a four-year actuarial smoothing of investment returns and amortizing all unfunded liability over a closed twenty-year period.

BACKGROUND:

The Board of Trustees adopted the retirement plan contribution rate policy in 2013 to reduce the pension plan's unfunded liability. In September 2021, a sub-committee of the Pension Committee, including Jeff Acerson, Bill Greene, and Rod Dunn, worked with Milliman to review the previously established funding rate. From the review, the Pension sub-committee recommended the Board continue funding at the rate of 16%. The updated funding resolution was adopted by the Board of Trustees in December 2021.

Since the adoption of the updated funding policy in 2021, the pension fund has experienced volatility due to macro events (COVID surge, inflation rates, recession, and global uncertainties), which have caused market difficulties and downturn in investment returns.

In the Pension Committee meeting on July 6, 2023, Matt Larrabee, Milliman Actuary, presented the preliminary 2023 Actuarial Valuation Results. Larrabee overviewed the unfunded actuarial liability (UAL) under several scenarios, highlighting the UAL on a market value of assets basis compared to asset smoothing basis. Larrabee explained the annual funding actuarial valuation does not calculate UTA's actual contribution rate. Rather, the funding actuarial valuation is used to assess the soundness of the contribution rate. Despite

market volatility and downturn in investment returns, Larrabee concluded that UTA's 16% contribution rate is sound.

DISCUSSION:

During the Pension Committee Meeting on July 6, 2023, Mr. Larrabee made the following recommendations for setting UTA's contribution rate and for calculating the target actuarially determined contribution (ADC) for 2023 and later funding valuations:

- Maintain UTA's 16% of payroll contribution rate to the UTA Employee Retirement Plan.
- Incorporate a four-year actuarial smoothing of investment returns rather than the fair market valuation of assets.
- Amortize all unfunded actuarial liability over a closed 20-year period (rather than stating a target year of 2033).

Larrabee explained smoothing of investment returns is used by most pension plans, as it systematically recognizes returns differing from assumption over several years. Larrabee also explained amortization over closed periods of 20 years or less is considered best practice.

The Pension Committee made a motion to recommend the Board of Trustees adopt the actuarial funding valuation recommendations outlined by Larrabee. The motion passed the Pension Committee by unanimous consent.

ALTERNATIVES:

The Board of Trustees could continue under the previous 2021 funding resolution.

FISCAL IMPACT:

Despite market volatility and downturn in investment returns, the 2023 actuarial valuation concludes that UTA's 16% contribution rate remains sound. The current actuarial assumptions at +6.75% investment return remains sound, as the +6.75% investment return assumption is conservative to the current outlook models.

The funded percentage is projected to reach 100% funded status in 20 years if investment returns match the +6.75% actuarial assumption. If investment returns exceed the assumption by 0.50%, 100% funded percentage is projected in 17 years. If investment returns fall short of the assumption by 0.50%, the unfunded actuarial liability (UAL) is still projected to decrease by 40% over 20 years.

ATTACHMENTS:

Resolution R2023-10-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ESTABLISHING AN EMPLOYEE RETIREMENT PLAN
CONTRIBUTION RATE POLICY**

R2023-10-02

September 13, 2023

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

WHEREAS, the Board of Trustees ("Board") established the Utah Transit Authority Employee Retirement Plan to provide a retirement system for its employees; and

WHEREAS, the Board has provided annual contributions to meet the actuarially determined Annually Required Contribution ("ARC"); and

WHEREAS, in 2021, the Board of the Authority, in Resolution R2021-12-02 established a 16% of payroll contribution to the Utah Transit Authority Employee Retirement Plan; and

WHEREAS, the Pension Committee met on July 6, 2023 to review the administration of the Pension fund and made several recommendations to the Board; and

WHEREAS, the Utah Transit Authority Pension Committee ("Pension Committee") recommends that the Authority incorporate a four-year actuarial smoothing of investment returns, rather than utilizing the fair market valuation of assets; and

WHEREAS, the Pension Committee recommends that the 16% payroll contribution to the Utah Transit Authority Employee Retirement Plan be continued; and

WHEREAS, the Pension Committee further recommends that all unfunded actuarial liability be amortized over a closed twenty-year period.

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

1. That the Board hereby confirms the recommendations of the Pension Committee.
2. That the Board hereby approves continuing the 16% of payroll contribution to the Utah Transit Authority Employee Retirement Plan, which shall continue until this Resolution is rescinded by the Board of Trustees.

3. That the Board hereby approves a four-year actuarial smoothing of investment returns, rather than utilizing the fair market valuation of assets.
4. That the Board hereby approves the amortization of unfunded actuarial liability be over a closed twenty-year period.
5. That Resolution R2021-12-02 is hereby rescinded in its entirety.
6. That the Board formally ratifies prior actions taken by the Authority, including those taken by the Executive Director, the Chief Financial Officer, staff, and counsel that were necessary or appropriate to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and adopted this 11th day of October 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

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Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
FROM: Annette Royle, Director of Board Governance
PRESENTER(S): Annette Royle, Director of Board Governance

TITLE:

R2023-10-03 - Resolution Adopting Revised Board Policies

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2023-10-03 to adopt the revised Board Policies as presented.

BACKGROUND:

The Utah Public Transit District Act section 17B-2a-8 outlines the duties and powers of a large transit district's Board of Trustees. One of those duties includes developing and approving board policies, ordinances and bylaws after consultation with the Local Advisory Council.

The UTA Board of Trustees last updated their Board Policies in December 2022 and have recently performed a general review of those policies.

DISCUSSION:

The agency is recommending the following new and updated policies be approved as presented:

- Board Policy 1.1 Process for Establishing Board Policies (revised)
- Board Policy 1.3 Executive Relationships and Meeting Protocols (new policy)
- Board Policy 2.3 Budget (new policy)
- Board Policy 3.1 Advertising and Naming (revised)
- Board Policy 4.2 Public Records (revised)

As required by statute, the proposed policy revisions were presented to the Local Advisory Council on

September 27, 2023 for their consultation and feedback and no additional comments were provided. We are now presenting the proposed policy revisions to the Board of Trustees for final review and approval.

Note - the marked-up version of the proposed Board policy revisions was published in the Local Advisory Council's meeting packet for September 27, 2023 and can be accessed at www.rideuta.legistar.com
<<http://www.rideuta.legistar.com>>

ALTERNATIVES:

The Board may modify the proposed policy revisions prior to adoption.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution R2023-10-03, including new and revised Board policies as attachments.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING REVISED BOARD POLICIES**

R2023-10-03

October 11, 2023

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

WHEREAS, the Board of Trustees (the “Board”) adopts policies to provide leadership and governance to the Authority; and

WHEREAS, on September 27, 2023, the Local Advisory Council reviewed the proposed Revised Board Policies attached as Exhibit A: 1.1 – Process for Establishing Board Policies, 1.3 – Executive Relationships and Meeting Protocols (new policy), 2.3 – Budget (new policy), 3.1 – Advertising and Naming, and 4.2 – Public Records; and

WHEREAS, the Board wishes to adopt the Revised Board Policies.

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

1. That the following revised Board policies attached hereto as Exhibit A are hereby adopted: 1.1 – Process for Establishing Board Policies, 1.3 – Executive Relationships and Meeting Protocols, 2.3 – Budget, 3.1 – Advertising and Naming, and 4.2 – Public Records.
2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 11th day of October 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

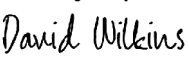
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Legal Counsel

Exhibit A
(Amended Board Policies)

Utah Transit Authority Board Policies
Revised Board Policies – October 2023

- 1.1 Process for Establishing Board Policies (revised)
- 1.3 Executive Relationships and Meetings (new policy)
- 2.3 Budget (new policy)
- 3.1 Advertising and Naming (revised)
- 4.2 Public Records (revised)

*Additional UTA Board Policies that remain unchanged may be accessed at
rideuta.com/Board-of-Trustees*



Process For Establishing Board Policies

Board of Trustees Policy No. 1.1

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to establish the process for the adoption of Board policies and for the approval of UTA policies that fall under the responsibility of the Executive Director.
- II. Policy:
 - A. The Board will adopt Board policies pursuant to the following process.
 1. At the Board's request, the Executive Director or designee will draft a proposed policy.
 2. The Executive Director or designee will present the proposed policy to the Board for discussion and direction.
 3. The Executive Director or Board of Trustees will consult with the Local Advisory Council regarding the proposed policy.
 4. The Executive Director or designee will present the proposed policy to the Board for final adoption by resolution.
 - B. The Board will review UTA policies pursuant to the following process.
 1. The Executive Director will submit the proposed UTA policy to the Board for review.
 2. The Board will approve the proposed UTA policy in a meeting of the Board of Trustees or direct the Executive Director to make further revisions to the proposed policy.
 - C. Exceptions to UTA Policies.
 1. Effective upon the approval of this policy, exceptions to UTA Policies will be approved by the Board of Trustees at a Board of Trustees meeting.
 2. The Board of Trustees may delegate authority to approve exceptions to UTA policies.
 3. Any UTA policy exception relating to the Executive Director or a chief officer will be approved by the Board.

D. Policy Review.

1. All policies and procedures including Board policies, UTA Policies, and Standard Operating Procedures will be reviewed for revision or confirmation as required by statute or at least every three years.

IV. Cross References: Utah Code §17B-2a-808.1(2)(b) and (t); UTA Policy 1.1.29 Exceptions to UTA Policies.

Approved this 11th day of October 2023

Carlton Christensen - Chair, Board of Trustees

Secretary of the Authority

Approved as to form and content:

DocuSigned by:

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Counsel for the Authority

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
06-12-2019	R2019-06-01 (06-19-2019)	Revised and renumbered from Board Policy No. 4.1.3 – Process for Establishing Board Policies to Board Policy 1.1 – Process for Establishing Board Policies.
09-07-2022	R2022-12-07 (12-21-2022)	Clarified process for UTA Policy review at a Board of Trustees meeting.
09-27-2023	R2023-10-03 (10-11-2023)	Added policy review requirements.



Executive Relationships and Meeting Protocols

Board of Trustees Policy No. 1.3

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The Board of Trustees, Local Advisory Council and Executive Director commit to comply with Utah's Open and Public Meetings Act (OPMA) and perform their duties as defined in Utah's Public Transit District Act and according to the requirements of this policy.
- II. Definitions:
 - A. *"Executive Team"* means the administrative staff appointed by and reporting directly to the Executive Director as chief level officers.
 - B. *"Officer of the Authority"* means an officer of the public transit district as prescribed in the Utah Public Transit District Act and appointed by the Board of Trustees.
- III. Policy:
 - A. Open and Public Meetings – Meetings of the Board of Trustees, its committees, and the Local Advisory Council will be open to the public and comply with the State of Utah's Open and Public Meetings Act (OPMA) and as outlined in the Authority's Bylaws.
 - B. Administrative Meetings – In alignment with OPMA, an open and public meeting with members of the Board of Trustees will not include:
 1. Administrative meetings where neither a tentative or final vote on the matter that is the subject of the conversation is made; or
 2. Administrative meetings that pertain only to day-to-day management and operation of Authority.
 - C. Executive Relationships – The relationship of the Board of Trustees, Local Advisory Council and Executive Director will reflect the requirements of Utah's Public Transit District Act.
 1. The Board of Trustees (the "Board") is the governing body of the Authority. The Board will manage and conduct the business and affairs of the Authority and will determine all questions of policy. The Board will:
 - a. Appoint all Officers of the Authority required in Utah's Public Transit District Act by resolution including the Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor.

- b. Appoint and hire other officers, assistants, or deputies the Board considers necessary, including the offices of Board Governance, Internal Audit and Government Relations.
 - c. Develop and approve a Strategic Plan for the Authority every four years, including developing and evaluating performance targets annually of the Executive Director and Executive Team.
 - d. Fix the compensation of all Officers and employees of the Authority by resolution, excluding the Board of Trustees.
 - e. Fulfill all other powers and duties defined in Utah's Public Transit District Act and Board Policies.
- 2. The Local Advisory Council (the "Council") is an advisory body to the Board of Trustees. The Local Advisory Council will meet at least quarterly with and consult with the Board of Trustees and advise them regarding the operation and management of the public transit district. The Local Advisory Council will:
 - a. Consult with or review, approve and recommend items required in Utah's Public Transit District Act and Board Policies.
 - i. Statutorily required consultation from the Council to the Board will be done in a public meeting as defined in OPMA for the purpose of sharing information and providing comment prior to a decision or action of the Board.
 - ii. The Council's review, approval, and recommendation to the Board will be made by resolution of the Council in a public meeting as defined in OPMA. The Board will be advised of the Council's resolution prior to the Board's final decision and action.
 - b. Set the compensation packages of the Board of Trustees by resolution.
 - c. Fulfill all other powers and duties defined in Utah's Public Transit District Act and Board Policies.
- 3. The Executive Director is the highest-ranking administrative leader of the Authority. The Executive Director will serve at the pleasure of the Board of Trustees and be a full-time Officer of the Authority. In consultation with the Board of Trustees, the Executive Director is responsible for the day-to-day administration of the Authority's business affairs, including the appointment of the Authority's Executive Team and employees (excluding Officers and staff defined in paragraph III(C)(1) above).

- a. Consultation between the Board of Trustees and Executive Director means reports by the Executive Director at public Board meetings as described in paragraph III(A) above, administrative meetings as described in paragraph III(B) above and communicating other reasonable information necessary for the Board of Trustees to execute their powers and duties as defined under Utah's Public Transit District Act.
- b. The Executive Director will:
 - i. Provide leadership and management of the Executive Team and administrative staff in alignment with the governing and strategic direction set by the Board.
 - ii. Provide timely reports required in statute and UTA Board policies.
 - iii. Present to the Board for evaluation the annual goals and outcomes of the Executive Director and Executive Team.
 - iv. Report quarterly and annual progress on the Authority's Strategic Plan.
 - v. Secure Board approval by resolution for the organization of chief level offices and the organization structure of the Authority, including the Executive Director and chief level offices.
 - vi. Fulfill all other powers and duties defined in Utah's Public Transit District Act and Board Policies.

Cross References: Utah Open and Public Meetings Act, Utah Code §52-4-101; Utah Public Transit District Act, Utah Code §17B-2a-808.1; Utah Special Districts Act - Board of Trustees Power, Utah Code §17B-1-301; Utah Transit Authority Bylaws.

Approved this 11th day of October 2023

Carlton Christensen - Chair, Board of Trustees

Secretary of the Authority

Approved as to form and content:

DocuSigned by:

70E33A415BA44F6
Counsel for the Authority

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
09-27-2023	R2023-10-03 (10-11-2023)	New Policy



Budget

Board of Trustees Policy No. 2.3

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to define the requirements, duties, and responsibilities for developing, proposing, and amending annual budgets of the Authority.
- II. Definitions:
 - A. "Annual Budget" means a financial plan for the fiscal year which includes estimates of operating revenues and expenses, capital revenue and expenses, debt service, required reserves, undesignated cash balance, and the projected Fund Balance at the beginning and end of the fiscal year.
 - A. "Authority" means the Utah Transit Authority or UTA.
 - B. "Board of Trustees" or "Board" means the UTA Board of Trustees established in Utah's Public Transit District Act (17B-2a-801 *et seq.*)
 - C. "Budget Amendment" means an adjustment that increases the appropriation authority of the Annual Budget.
 - D. "Capital Budget" means the budget for capital projects including preservation of the system to keep it in a state of good repair, purchase of capital equipment (including vehicles), construction of new facilities, equipment, maintenance machinery, information technology, system expansion and improvement, and off-site improvements as approved in the Capital Plan required in Board Policy 2.1 Financial Management. The Capital Budget tracks discrete projects, Safety & Security, State of Good Repair (preservation of the transit infrastructure), expansion of and improvements to the system, and Information Technology.
 - E. "Capital Carryforward" means unexpended or encumbered capital funds that have been authorized by the Board of Trustees through a Technical Budget Adjustment to extend appropriation authority to the following fiscal year.
 - F. "Constituent Entity" means any county, city, or town that levies taxes for transit within the geographic boundaries of the Authority's transit district.
 - G. "Contingency" or "Unallocated Expense" means funds held in Operating or Capital Budgets that have not been allocated for a defined purpose or project, and that require a Technical Budget Adjustment to receive appropriation authority.

- H. “Executive or Chief Office” means the Office of the Board of Trustees, the Office of the Executive Director, or any office of a Chief Officer who is a direct report to the Executive Director.
 - I. “Fiscal Year” means January 1 through December 31 of each calendar year, as defined in the Authority’s Bylaws.
 - J. “Final Budget” means the Annual Budget approved by the Board of Trustees after completion of the public comment period and consultation by the Local Advisory Council.
 - K. “Fund Balance” means the definition given under generally accepted accounting principles as reflected in the Uniform Accounting Manual for Special Districts.
 - L. “Local Advisory Council” means the UTA Local Advisory Council established in Utah’s Public Transit District Act (17B-2a-801 *et seq.*)
 - M. “Mode” means type of transit service including bus, light rail, commuter rail, paratransit, rideshare/vanpool, on-demand, or any future type of transit service that the Authority adopts.
 - N. “Operating Budget” means the budget that tracks operating expenses by Mode as well as direct operations support, general management and support, and administration. The budget also tracks operating expenses by Executive or Chief Office classification. The Operating Budget should outline expenditures and revenue sources in support of current operations. The Operating Budget does not include debt service, capital, or reserve monies.
 - O. “Public Engagement Report” means a document comprising all public comments received during the public comment period for the Authority’s annual budget.
 - P. “Technical Budget Adjustment” means the process of allocating contingency or unallocated expenses to an approved capital project or line item in the operating budget, or an action that reallocates funds from one executive or chief office classification to another.
 - Q. “Tentative Budget” means the annual budget approved by the Board of Trustees before the public comment period and consultation by the Local Advisory Council. The Tentative Budget is replaced by the Final Budget after that is adopted by the Board of Trustees.
- III. Policy: The development, review and approval of the Authority’s Annual Budget will proceed as follows:
- A. Budget Development
 - 1. As provided for in the Authority’s Bylaws, the Authority will prepare an Annual

Budget and the Board of Trustees, after consultation with the Local Advisory Council, will approve the budget prior to the end of each fiscal year.

2. The budget will be developed in compliance with Chapter 1, Part 7 of the Special Districts Act.
3. The agency will incorporate the following plans while developing the Annual Budget:
 - a. UTA's Strategic Plan; and
 - b. UTA's Long-Term Financial Plan (as required in Board Policy 2.1. Financial Management); and
 - c. UTA's Five-Year Capital Plan (as required in Board Policy 2.1 Financial Management). The Annual Budget will reflect the first year of the approved Capital Plan as adopted annually or amended.
4. The Tentative and Final Operating Budgets will include detailed summaries of revenue by source, operating expense by Mode, operating expense by Executive or Chief Office classification, full-time employee (FTE) equivalent by Mode, FTE equivalent by Executive or Chief Office classification, debt service, contribution to reserves, and transfer to capital.
5. Tentative and Final Capital Budgets will include detailed summaries of revenue by source, major capital expense categories, and capital expense by project and project category.

B. Budget Review and Approval

1. A Tentative Budget will be presented to the Board of Trustees for discussion in a public meeting prior to the Tentative Budget being presented to the Board for approval. The Tentative Budget will be adopted by resolution.
2. Following the Board's adoption of the Tentative Budget:
 - a. The Authority will distribute the Tentative Budget for feedback from constituent and customer entities as required in Chapter 1, Part 7 of the Special Districts Act.
 - b. The Tentative Budget will be presented at a public meeting of the Local Advisory Council for their consultation to the Board.
 - c. A public budget hearing will be held with the Board of Trustees within 30-days of the adoption of the Tentative Budget and at least 30-day before the Board adopts a Final Budget.

3. A Final Budget will be presented to the Board of Trustees in a public meeting for discussion, along with a Public Engagement Report, prior to the Final Budget being presented to the Board for approval. The Final Budget will be adopted by resolution prior to the end of the fiscal year.
4. A copy of the final budget will be sent to the Office of the State Auditor within 30 days after its adoption.

C. Budget Adjustments and Amendments

1. The Board of Trustees may amend or supplement the budget at any time after its adoption as follows:
 - a. Technical Budget Adjustment – the Authority may request the Board’s approval to reallocate existing resources in the Annual Budget when the request does not increase budget authority. A Technical Budget Adjustment must be placed on a public meeting agenda for the Board’s action by a voice vote.
 - b. Contingency and Unallocated Resources in the Annual Budget will require the Board’s approval through a Technical Budget Adjustment to provide appropriation authority for those funds.
 - c. Budget Amendment – after consulting with the Local Advisory Council, the Board may authorize a Budget Amendment for the current fiscal year to increase the Annual Budget appropriation authority. A Budget Amendment will be adopted in a public meeting by resolution.
2. The Executive Director may make administrative adjustments to an adopted budget without Board approval under the following circumstances:
 - a. The Executive Director may make Operating Budget adjustments within the same Mode or Executive or Chief Office.
 - b. The Executive Director may make a Capital Budget adjustment within the same respective Capital project in the approved Capital Plan.
 - c. The Executive Director may reassign existing headcount approved in the Annual Budget to another Mode, Executive or Chief Office as long there is a neutral (net zero) impact to the Annual Budget, and the Board is notified of the adjustment.
 - d. The administrative adjustments authorized in this section will not have a significant policy impact or affect budgeted year-end Fund Balances.

- e. Excluding the circumstances authorized above, administrative adjustments which seek to reallocate funds across Mode, Executive and Chief Offices, or between capital projects will be brought to the Board for a Technical Budget Adjustment consideration.

D. Lapse of Appropriation

- 1. All unexpended or unencumbered appropriations, except capital project fund appropriations, lapse at the end of the fiscal year to the Fund Balance.
- 2. Unexpended capital appropriations may be authorized, by project, for Capital Carryforward through a Technical Budget Adjustment approved by the Board in the following fiscal year.

Cross References: Utah Public Transit District Act, Utah Code §17B-2a-801 *et seq.*; Utah Special Districts Act, Part 7, Utah Code §17B-1-701 *et seq.*; UTA Bylaws; Board Policy 1.3 Executive Relationships and Meetings; Board Policy 2.1 Financial Management.

Approved this 11th day of October 2023

Chair, Board of Trustees

Secretary of the Authority

Approved as to Form:


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Legal Counsel

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
09-27-2023	R2023-10-03 (10-11-2023)	New Policy



Advertising and Naming

Board of Trustees Policy No. 3.1

Application: Board of Trustees and Local Advisory Council

I. Purpose: The Board of Trustees allows for advertising on the Authority's facilities, vehicles, and electronic media in compliance with contractual agreements, local ordinances, and State and federal laws to provide information to the public and to generate additional revenue to support the Authority's public transit operations. This policy establishes the standard for advertising appearing on the Authority's vehicles and facilities. It also establishes the process for naming stations, facilities, and service brands.

II. Policy:

A. Advertising

The agency will not allow advertising on Authority vehicles, electronic media, or transit facilities that:

1. Is false, misleading, or deceptive
2. Promotes or depicts an illegal activity, good, or service
3. Contains explicit sexual material, obscene material, or material harmful to minors as set forth in state law
4. Promotes alcohol in a manner inconsistent with federal and state law
5. Promotes tobacco products in a manner inconsistent with federal and state law
6. Depicts violence, anti-social behavior, sexual conduct, nudity, or sexual excitement as those terms are defined in state law
7. Includes language that is obscene, vulgar, indecent, or profane
8. Promotes or depicts materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct as defined in state law
9. Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
10. Constitutes libel as defined in state law
11. Is inconsistent with any contractual agreement between the Authority and any governmental entity
12. Promotes subject matter other than that relating to a commercial transaction, or relating to a product or service sponsored by a governmental entity located in the state of Utah, including the Utah Transit Authority, that does not otherwise conflict with the Authority's mission and goals
13. Is contrary to any applicable local ordinance

B. Naming of Authority Stations, Facilities, and Service Brands

1. The Board of Trustees will approve naming of stations, facilities, and service brands.
2. The Authority will select primary station names that assist customers in navigating its transit system, such as names that incorporate geographical coordinates.
3. The Authority will select secondary station names that relate to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which the station is located.
4. The Authority will not name any stations, facilities, or service brands after any individual, either living or deceased.

C. The Board of Trustees will approve requests for sponsorships.

D. The Board of Trustee will approve all advertising and sponsorship pricing and fees.

E. The Board of Trustees will be consulted in a public board meeting on new or revised UTA Standard Operating Procedures related to advertising and/or naming.

III. Cross References: Utah Public Transit District Act, Utah Code §17B-2a-808.1.

Federal Advertising Statutes:

Alcohol Advertising Restrictions: 27 USC 205, 215

Tobacco and/or Smokeless Tobacco Advertising Restrictions: 15 USC 4402; 15 USC 1331;

Nationwide Tobacco Master Settlement Agreement.

Deceptive Advertising 15 USC 45; 15 USC 1125 (Lanham Act)

State Statutes:

Deceptive Advertising: Utah Code Section 13-11-3

Truth in Advertising: Utah Code Section 13-11a-1

Cannabis Advertising Restrictions: Utah Code Section 4-41a-403

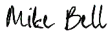
Alcohol Advertising Restrictions: Utah Code Section 32B-1 -206.

Approved this 11th day of October 2023

Carlton Christensen - Chair, Board of Trustees

Secretary of the Authority

Approved as to form and content:

DocuSigned by:

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Counsel for the Authority

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Process Policy Nos. 2.1.6 – Naming of Authority Rail Stations, Facilities and Branding of Service, 1.2.2 – Advertising, and 2.1.3 – Advertising into Board Policy 3.1 – Advertising and Naming.
10-27-2023	R2023-10-03 (10-11-2023)	Reviewed and clarified policy; added Board approval of fees, and consultation on agency procedures.



Public Records

Board of Trustees Policy No. 4.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to describe the Authority's commitment to the Governmental Records Access and Management Act ("GRAMA"), establish the appeals process for GRAMA Requests that have been denied, and identify the provisions of GRAMA that do not apply to the Authority due to its status as a political subdivision.

- II. Definitions:
 - A. "GRAMA Request" means a request for records submitted under the provisions of the Governmental Records Access and Management Act.

- III. Policy:
 - A. Requests for Records
 1. To request records from UTA, a requester must submit a written request to an Authority Records Officer on forms provided by the Authority or submit an electronic request to GRAMA@rideuta.com or openrecords.utah.gov. Requests must include the information required by GRAMA.
 2. Requested records will be classified and produced in compliance with the provisions of GRAMA.

 - B. Appeal Process
 1. A requester or interested party may appeal the Authority's denial of a GRAMA Request to the Authority's Executive Director within thirty days of the decision.
 2. If the Executive Director denies the appeal, the requester or interested party may appeal the decision to the State Records Committee within thirty days of the Executive Director's decision.

 - C. Fees
 1. Changes to the Authority's GRAMA Fee Schedule, available on the Authority's website, will be approved by the Board of Trustees.
 2. Individuals requesting records may inspect public records free of charge during the Authority's business hours.

E. Applicability of GRAMA

As a political subdivision, the following sections of GRAMA do not apply to the Authority.

1. 63G-2-104. Administrative Procedures Act not applicable.
2. Title 63G, Chapter 4, Administrative Procedures Act, does not apply to this chapter except as provided in Section 63G-2-603.
3. 63G-2-208. Public repository of legislative email.
4. 63G-2-702. Applicability to the judiciary.
5. 63G-2-703. Applicability to the Legislature.
6. 63G-2-704. Applicability to the governor and lieutenant governor.

IV. Cross References: Governmental Records Access and Management Act, Utah Code, §63G-2-101, *et seq.*

Approved this 11th day of October 2023.

Chair, Board of Trustees

Secretary of the Authority

Approved as to Form:

DocuSigned by:

70E33A415BA44F6...

Legal Counsel

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
06-12-2019	R2019-06-01 (06-19-2019)	Revised, renumbered, and renamed from Board Policy No. 4.4.8 – Records Access and Management Policy to Board Policy 4.2 – Public Records.
09-27-2023	R2023-10-03 (10-11-2023)	Policy review and reconsideration – updated statutory references in Section III(E) Applicability of GRAMA.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Travis Colledge, Project Manager III

TITLE:

Contract: 900 East UVX Design Services (Horrocks Engineers, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the 900 East UVX design services contract and associated disbursements with Horrocks Engineers, Inc. in the not-to-exceed amount of \$488,618.00.

BACKGROUND:

In the 2023-2027 Five-year Capital Plan, funding has been allocated for the design and construction of two new BRT station platforms on the existing UVX BRT Line on 900 East, near the new BYU music building between Birch Lane and 1100 North.

The station design should match the Type D platforms depicted in the Provo-Orem Transportation Improvement Project Plans. These new platforms will provide additional locations for service particularly on the east side of BYU campus and are to be developed in accordance with UTA standards and specifications.

UTA has selected Horrocks Engineers, Inc to complete the design for these station platforms. The contractor was selected through full and open competition. There were two proposals received. Horrocks was selected as the best qualified at a fair and reasonable price.

DISCUSSION:

UTA has selected Horrocks Engineers, Inc to complete the design for the new station platforms. The contractor was selected through full and open competition. There were two proposals received. Horrocks was selected as

the best qualified at a fair and reasonable price.

Project design looks to do the following:

1. Design to meet the available funding and physical needs of the Project.
2. Provide construction cost estimates at the preliminary design, design development, construction documents, and bidding phases identified for the Project.
3. Cultivation of a partnering attitude and effective cooperation among the architect/engineer, UTA, Provo City and BYU.
4. Implementation of a Project that is cost-effective; meets the phasing and schedule milestones of UTA; and meets the quality and safety standards recognized by UTA is paramount to the successful completion of the Project.

CONTRACT SUMMARY:

Contractor Name:	Horrocks Engineers, Inc.
Contract Number:	23-03750VW
Base Contract Effective Dates:	10/14/2023 to 1/31/2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$488,618
Procurement Method:	RFQu (Best Qualified)
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Not developing the design for this location, would delay a needed new stop to serve existing and new customers.

FISCAL IMPACT:

The 2023-2027 Capital Plan includes funds for UVX stop design services

ATTACHMENTS:

1. Contract

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #23-03750VW

900 E UVX Design Services

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 Horrocks Engineers, Inc. (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for final design and preparation of bidding documents (plans and specifications) for a new UVX Station (two new platforms with canopies) at 900 East (Project).

WHEREAS, On June 6, 2023, UTA issued Request for Qualifications Package Number 23-03750VW (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQu, 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. 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 3f 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 **January 31, 2025**. 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.

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 in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 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 RFQ 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 /consultant tproposed 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 after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to Project Manager tcolledge@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 Software 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 to Project Manager tcolledge@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.

- c. Invoices must include a unique invoice number, UTA's Purchase Order number 23-03750VW, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [Project Manager tcolledge@rideuta.com](mailto:tcolledge@rideuta.com).

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.

Jodi Pearson, PE Project Manager

Ryan Kitchen, PE Lead Designer

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.

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, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all 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 intangible property caused, or alleged to be caused, in whole or in part, by the 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 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 sole 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” 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	\$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)	\$2,000,000
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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	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a 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 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 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.

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 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 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. Consultant's insurance shall be primary with respect to any insurance carried by UTA. 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 suspended, voided, or canceled 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 endorsements are to be sent to utahta@ebix.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 utahta@ebix.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. SUBCONSULTANT S: Consultant s' certificate(s) shall include all subConsultant s as additional insureds under its policies or subConsultant s 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 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their 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 or Claims 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 Chief Capital Services Officer / Consultant's Principal	Five calendar days
UTA's Executive Director / Consultant's Vice President	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 Horrocks Engineers, Inc.
Jodi Pearson, PE/Project Manager
1265 East Fort Union Blvd. Suite 200
Cottonwood Heights, UT 84047

- 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 subConsultants 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 in to 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.

37. AMENDMENTS

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

38. COUNTERPARTS

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

any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **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:

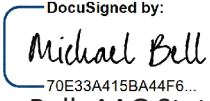
By:
Jay Fox
Executive Director

Date:

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 9/14/2023

Reviewed & Recommended

By:
Travis Colledge,
UTA Project Manager

Date:

HORROCKS ENGINEERS, INC.:

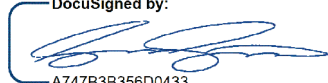
By:  Date: 9/13/2023
Spencer Stephenson,
Vice President
Fed ID# 87-0296502

Exhibit A

SCOPE OF WORK

SUMMARY

The Utah Transit Authority (UTA) completed the construction of the UVX BRT Line in late 2018. The route consists of a 10.5-mile BRT corridor with 18 stations (10 center and 8 side) connecting 2 Intermodal Facilities, University Valley University (UVU), Brigham Young University (BYU), and the cities of Orem and Provo. The UVX BRT components include level-boarding platforms that can accommodate 60-foot articulated buses, platform canopies, off-board fare collection, 51% dedicated lanes, queue jumps, transit signal priority, and active transportation facility connections to the stations.

With the addition of the new Brigham Young University music building, the concept of an additional UVX station on 900 East had gained public support in 2021. Open House events sponsored by Provo City showed favorable outlooks with 8:1 in favor of the new station at one open house and 5:1 at the other. Ridership projections indicate this location would be the most used station on the system between the intermodal hubs.

SCOPE

This scope of work is for final design and preparation of bidding documents (plans and specifications) for a new UVX Station (two new platforms with canopies) at 900 East (Project). The Horrocks Team (Horrocks and subconsultants PIVOT, REDCON, and Spectrum Engineering) will work with UTA, along with BYU and Provo City to accomplish Architectural/Engineering (A/E) design work for the Project in accordance with UTA's procedures. The Horrocks Team will fully participate in stakeholder coordination meetings. Project stakeholders that we expect to coordinate with on a regular basis include UTA, Provo City, and BYU, with periodic participation from Mountainland Association of Governments (MAG), and the Utah Department of Transportation (UDOT). The Horrocks Team will provide the necessary professional engineers and architectural design professionals, CADD operators, surveyors, and other staff needed to successfully complete this Scope of Work. The Horrocks Team resources will be provided in order to accomplish the following:

- 1) Prepare plans and specifications for bidding and selecting a construction contractor to construct two new UVX station platforms and canopies within the existing right-of-way.
- 2) Prepare permit applications for submittal to Provo City and/or BYU.

This Contract will consist of the completion of the final design work of the new station (two platforms) including curb/gutter, sidewalk, asphalt and other flatwork; canopies; utility work; landscaping; station structures; and other needed improvements to complete the

installation and provide consistency with existing UVX stations.



Figure 1: Approximate platform locations for new 900 East UVX Station

PROJECT TASKS

TASK 1 Project Management

Horrocks will provide overall direction and control for the work tasks as specified within this Scope of Work. Horrocks will be responsible for team coordination, including with subconsultants; implementation of quality-control and quality-assurance measures; project reporting to UTA; and project documentation.

Anticipated tasks include:

- Coordinate activities among consultant team members, UTA, and Stakeholders
- Develop a schedule and update it monthly
- Monthly invoicing to include hourly rates, hours, and direct costs incurred by the Consultant (and subconsultants) in performance of the contract for the project during the preceding accounting period
- Monthly status reports including schedule status, a summary of work performed, milestones and deliverables, a record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining), and supporting documentation
- Conduct bi-weekly Project Team meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes
- Conduct an in-person project kickoff meeting immediately followed by a site planning workshop with UTA, BYU, and Provo City
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures
- Develop and follow a Quality Management Plan

Assumptions:

- 7-month project duration
- 6 months of bi-weekly status meetings with project stakeholders. These meetings will be held virtually.

Deliverables:

- Project schedule
- Monthly progress reports with invoices
- Meeting agendas and summaries
- Project Management Plan
- Quality Management plan

TASK 2 Data Collection

Horrocks will gather data and information necessary to complete the final design. Data gathering will include, but not be limited to:

- Aerial imagery
- Previously collected topographic survey (linework and DTMs in Microstation/InRoads format)
- Previously collected utility mapping (schematic mapping from owner and linework in Microstation format)
- As-builts from previous UVX project in CADD format
- As-builts from BYU music building recent construction
- Planned roadway and campus improvements
- Input from UTA operations and maintenance groups and BYU facilities staff to determine platform design refinements to implement in new station
- Topographic survey using GPS to establish survey control and conventional field surveying techniques to locate all physical features (particularly any improvements made since the original survey was performed for the UVX project) lying within project area. Visible utilities will be identified along with any Blue Stake demarcations present at the time of survey. (REDCON)
- Field survey of physical evidence pertinent to the right-of-way of the subject properties. Analysis of public record information including plans, maps, deeds, notes and other relevant documents versus physical evidence (REDCON)
- Utility Company Record Maps
- Subsurface Utility Engineering (SUE) to gather existing utility elevations below ground to determine potential conflicts, particularly with station platform footings
- A site visit with UTA, BYU, and the consultant's critical design leads
- Product information and cut sheets for UTA standard station equipment including real-time signs, passenger information signs, ticket vending machines, CCTV, etc
- Other relevant data as identified by the Consultant, UTA, and stakeholders

Assumptions:

- UTA will provide CADD files (in Microstation and DTM formats) from previous UVX project
- UTA will provide survey data from previous UVX project
- Topographic/Right-of-way survey does not include an ALTA or Record of Survey, ortho photogrammetry, or setting property corners
- Six (6) utility test holes will be completed
- SUE Quality Level (QL) B and C locating will be performed in the area of each platform
 - The following utilities will be located:
 - East side of 900 East – irrigation (one line), fiber optic/communication lines (two lines). 300 feet of each line will be field located.

- West side of 900 East – gas (one line). 200 feet of this line will be field located.
- Within 900 East – water lines (three separate lines) and fiber optic/communication (one line). 200 feet of each line will be field located.
- Two additional utilities (200 feet of each line) will be field located.
- Along the entire block, both sides of 900 East – overhead power/fiber optic/communication lines, sewer (with inverts at each manhole) and storm drain (with inverts at each manhole/inlet/structure).
- Geotechnical investigation is not included and it is assumed that previously obtained soil information can be used for this project
- Half-day site visit will be conducted with UTA operations and maintenance groups and BYU facilities staff to observe condition of existing stations on same day or day following project kick-off meeting

Deliverables:

- Topographic and utility survey base files
- Summary of site visit findings

TASK 3 30% Design Submittal

The objective of this task is to develop conceptual design for the station site to determine the preliminary project footprint. Project Stakeholder review of concept design will be conducted electronically through file-sharing (likely bluebeam session).

Items to be included in the conceptual design plans are:

- 1 pdf drawing that shows both platform sites on 900 East in a roll plot format showing:
 - Typical Section(s)
 - Plan view showing existing topographic features including roadway elements and utilities, existing right-of-way, horizontal alignment, station site layouts with platforms and amenities, layout of station elements (column locations, extents of canopy, extents of footing), and realigned roadway and sidewalk features if applicable. Plans at this phase will provide sufficient detail to determine potential impacts to existing features.

Assumptions:

- Plan and detail sheets for individual disciplines (including but not limited to ROW, station structures, station utilities, drainage, utilities, signals, lighting, signing and striping, traffic control, architecture, and landscaping) will not be produced as part of the 30% design submittal.
- Design will be performed in Microstation/ORD or Power InRoads (Civil) and REVIT (architecture) formats

- Review plan sheet will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans within 2 weeks of the submittal and provide comments electronically
- Station design, including platform, amenities, materials, and canopy detailing, will be substantially the same as the existing UVX stations – using either the typical UVX canopy or the modified BYU canopy design. The preferred canopy design will be approved prior to the completion of 30% design.
- UTA will coordinate integration of artwork
- Platform level snow melt will not be provided for this station
- Regular internal coordination meetings will be held on a weekly basis through submittal of 30% documents
- Public outreach support is limited to providing graphics support and summary of project elements and activities to UTA for distribution at their discretion and no hard-copy materials will be prepared

Deliverables:

- 30% concept design roll plot in pdf format (electronic)
- Outline of Anticipated Construction Specifications/Special Provisions
- Public outreach materials (graphics and project description) in electronic format

TASK 4 60% Design Submittal

The work in this task includes refining the station and amenity layout based on comments received during the 30% design review and progressing the design to include other discipline needs including drainage; utilities; signing and striping; ATMS; lighting; traffic control; station architecture, structures, and utilities; landscaping; and ROW documents (easements). Upon completion of Project Stakeholders review of the 60% plans, we will attend a 60% review meeting and site visit.

Items to be included in the design/deliverable are:

- Typical Section(s)
- Civil plan sheet(s) showing existing topographic features including roadway elements and utilities, existing right-of-way, horizontal alignment, station site layout

including platform and amenities off the platforms, removals, signing and striping, and realigned roadway and sidewalk features if applicable

- Drainage plan sheet(s)
- Utility plan sheets(s) – including concept linework for proposed utility relocations
- Landscape plan sheet(s)
- Station Structures plan sheet(s)
- Station Utility plan sheet(s) (for items including canopy drainage and lighting, and conduit routing for platform amenities such as CCTV, ticket vending, real-time signs)
- Design detail sheets
- MOT plan sheets
- Station Architecture plan sheet(s) (location, layout, and details)

Assumptions:

- PDF format (electronic) submittal and Stakeholder review within 2 weeks of the submittal
- 60% review meeting and site visit held on the same day
- No hydrology analysis/calculations are included
- Existing drainage system has available capacity to convey any additional runoff created by the addition of station/amenities
- No water quality analysis and design is included
- Landscape, station utilities, and station structures design elements will be substantially the same as the existing UVX stations-using previously created details modified for this specific location as much as feasible
- Structures design is limited to station platform only and it is not expected that structural design for retaining walls will be needed
- ROW acquisition documents are limited to two temporary construction easements and two perpetual easements. A subdivision plat or amended plat is not included.
- ROW negotiation and acquisition will be completed by UTA
- As part of this phase, coordination with self-performing (design and construction) utilities will begin. This includes (but is not limited to) gas, power, fiber optic/communication companies.
- Wet utility (irrigation, water and sewer) relocations will be minor (loops/adjustments around the proposed platforms).
- Regular internal coordination meetings will be held on a weekly basis through submittal of 60% documents
- Public outreach support is limited to providing graphics support and summary of project activities to UTA for distribution at their discretion and no hard-copy materials will be prepared

Deliverables:

- 60% Design Drawings in PDF format (electronic)
- Draft Construction Specifications/Special Provisions
- Capital Cost Estimate

- ROW (Easement) Acquisition Documents
- 60% Review Meeting Comments
- Public outreach materials (graphics and project description) in electronic format

TASK 5 100% Final Design Submittal Package

The work in this task includes refining and updating all previously created designs and plan sheets to a 100% level. Revisions will be made to address the comments received during the 60% design review and updates/refinements will be made to progress all plan sheets and details to a state necessary for construction of the project. Upon completion of Project Stakeholders review of the 100% plans, we will attend a 100% review meeting and perform minor modifications requested from the review meeting to produce a “Released for Construction” plan set and specifications. The work in this task also includes advertising support by answering bid questions related to the design.

Assumptions:

- PDF format (electronic) submittal and Stakeholder review within 2 weeks of the submittal
- One update of plans after the 100% review meeting is included
- UTA will assemble the bidding/contracting documents and facilitate the bid advertisement. Attending bid-related meetings, providing bid addenda and revised project documents, and assisting with the contractor selection is not included.
- Construction phase services (for items such as attending pre-construction meetings, responding to Requests for Information, and preparing as-built drawings) are not currently included in this scope of work but can be added with a contract modification at UTA’s discretion
- Self-performing utility companies will provide complete design plans and estimates
- Horrocks Team is not responsible to apply for and obtain any permits beyond access permits needed to perform survey and utility investigations
 - Horrocks Team will assist UTA in preparation of permit applications by providing plan sheets and details (created as part of the project construction documents) that may be needed for permit applications. Custom details/exhibits for permit applications are excluded
- Regular internal coordination meetings will be held on a weekly basis through submittal of 100% documents
- Public outreach support is limited to providing graphics support and summary of project activities to UTA for distribution at their discretion and no hard-copy materials will be prepared

Deliverables:

- 100% Design Drawings in PDF format (electronic)
 - One photo-realistic rendering will be provided for each platform
- Stamped and Signed “Released for Construction” Design Drawings

- Final Construction Specifications/Special Provisions
- Capital Cost Estimate
- ROW (Easement) Acquisition Documents
- 100% Review Meeting Comments
- Public outreach materials (graphics and project description) in electronic format

Exhibit B – Pricing

900 East UVX Station A/E 23-03750VW		
Labor Summary		
Task	Hours	Subtotal
1. Project Management	373	74,912
2. Data Collection	293	37,609
3. 30% Design Submittal	303	46,821
4. 60% Design Submittal	855	128,507
5. Final Design Submittal Package	944	143,120
Total Labor	2,768	\$ 430,969
Total Direct Expenses		
		\$ 42,571
Escalation		
		\$ 15,079
Total	2,768	\$ 488,618

Not to exceed \$488,618.

Firm		HORROCKS ENGINEERS		23-03750VW 900 East UVX Station A/E																							
		Employee	Jodi Pearson	Ryan Kitchen	Mike Seely	Jeff Hansen	Heather Hamilton	Wayland Sorenson	Zach Scott	Brett Brady	Ashley Dowell	Sam Thiele	AJ Miazgar	Tristen Benton	Jordyn Lewis	Jacob Jensen	Kayla Hoover	Josh Fenn	Skyler Hernandez	Tyler Curtis	Jackson Boss	Victor Peterson	Jerry Slauch	Bret Bowdich	Garrett Todd	Tracy Olson	
		Title/Role	Project Manager	Lead Designer	BYU Liaison	Civil Design Lead	Site Design Lead	Util/SUE/Drainage Lead	Landscap e Architect	Structure s Lead	ATMS / Lighting	Traffic Control/ MOT	Civil/Site Design Support	Utility Design Support	Utility Coordinat or	Utility QC	Structure s Design Support	SUE Manager	SUE Field Technicia n	SUE Field Technicia n	SUE Field Technicia n	SUE Field Technicia n	SUE CADD	SUE Field Lead	SUE Field Lead	SUE Support	
		Base Rate	88.10	68.75	70.35	69.17	43.27	60.30	52.16	79.87	66.91	60.89	47.22	35.00	20.42	93.93	41.83	56.07	22.47	27.56	30.24	29.15	46.07	35.56	35.76	26.25	
176.93%		OH	155.880	121.640	124.470	122.380	76.560	106.690	92.290	141.310	118.380	107.730	83.550	61.930	36.130	166.190	74.010	99.200	39.760	48.760	53.500	51.580	81.510	62.920	63.270	46.440	
11%		Fee	26.84	20.94	21.43	21.07	13.18	18.37	15.89	24.33	20.38	18.55	14.38	10.66	6.22	28.61	12.74	17.08	6.85	8.40	9.21	8.88	14.03	10.83	10.89	8.00	
		Composite Rate	\$270.82	\$211.33	\$216.25	\$212.62	\$133.01	\$185.36	\$160.34	\$245.51	\$205.67	\$187.17	\$145.15	\$107.59	\$62.77	\$288.73	\$128.58	\$172.35	\$69.08	\$84.72	\$92.95	\$89.61	\$141.61	\$109.31	\$109.92	\$80.69	
Tasks and Subtasks																											
Task 1 - PROJECT MANAGEMENT			78	40	18	12	18	10	12	6	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Project Management Activities (Assume 7 months)			32																								
Attend and Document Combined Project Kick-off Meeting/Site Planning Workshop (in-person) (Assume 4 hr meeting plus travel time)			8	8	6	6	6	4	6																		
Project Team Meetings (bi-weekly for 6 months) (virtual)			24	24	12	6	12	6	6	6		4															
Prepare Project Management Plan (PMP)			12	4																							
Prepare Quality Management Plan (QMP)			2	4																							
Task 2 - DATA COLLECTION			6	18	0	2	8	8	0	4	4	0	0	0	0	0	0	0	6	24	24	32	32	36	8	4	
Data Collection (existing topo, ROW, design files from UVX)			2	8				2																			
Site Visit to Observe State of Existing Stations			4	6			6			4	4																
Utility Investigation/Mapping				2		2	2	6										6	24	24	32	32	36	8	4		
Supplemental Survey Coordination				2																							
Task 3 - 30% DESIGN SUBMITTAL			16	30	2	10	28	20	6	8	6	2	30	8	0	2	8	0	0	0	0	0	0	0	0	0	
Prepare Concept Drawing (1 roll plot showing both platform sites)			4	16		8	16	8	2	2	2		20	8		2	2										
Prepare Outline of Specifications/Special Provisions			2	4			2	2		2	2						2										
Public Outreach Support																											
Internal Team Design Meetings			10	10	2	2	10	10	4	4	2	2	10				4										
Task 4 - 60% DESIGN SUBMITTAL			27	58	3	22	54	58	26	26	30	20	56	36	16	2	72	0	0	0	0	0	0	0	0	0	
Prepare 60% Drawings (2 sites)			8	30		12	32	40	12	12	16	16	40	34	16	2	60										
Prepare Station Renderings			2				2																				
Prepare Cost Estimate			1	8			2	2	2	2	2	2	8	2			8										
Prepare Draft Project Specifications/Special Provisions			2	4			2	2	2	2	2						4										
Attend 60% Review Site Visit			4	4		4	4	4	4	4	4	4															
Attend and Document 60% Review Meeting (in-person)			2	4		4	4	2	2	2	2																
Public Outreach Support																											
Internal Team Design Meetings			8	8	3	2	8	8	4	4	4	2	8														

Firm		HORROCKS ENGINEERS															
Employee		Brandon Carrick	Phil Moehle	Kim Hill	Brenda Ashton		Macey Mortimer	Jordan de Mik	Kevin Cox	Heidi Preston	Sharel Copley	Lisa Blackweld					
Title/Role		SUE GIS Support	SUE Survey Support	CAD support	CAD support	BYU Intern	Public Outreach	Communications Support/ Graphics	Quality Manager	Project Accountant	Administrative Support	Technical Editor		Direct Expense(s)		Totals	
Base Rate		44.72	54.47	46.22	43.97	18.00	36.29	34.85	118.75	35.25	31.65	43.43					
176.93% OH		79.120	96.370	81.780	77.800	31.850	64.210	61.660	210.100	62.370	56.00	76.840					
11% Fee		13.62	16.59	14.08	13.39	5.48	11.06	10.62	36.17	10.74	9.64	13.23					
Composite Rate		\$137.46	\$167.43	\$142.08	\$135.16	\$55.33	\$111.56	\$107.13	\$365.02	\$108.36	\$97.29	\$133.50					
Tasks and Subtasks															Hours	Budget	
Task 1 - PROJECT MANAGEMENT		0	0	0	0	12	0	0	8	14	14	8	0		254	\$ 51,946	Check Hrs 254
Project Management Activities (Assume 7 months)										14	14				60	\$ 11,545	Check Cost \$ 51,946
Attend and Document Combined Project Kick-off Meeting/Site Planning Workshop (in-person) (Assume 4 hr meeting plus travel time)															44	\$ 8,932	
Project Team Meetings (bi-weekly for 6 months) (virtual)						12									112	\$ 21,998	
Prepare Project Management Plan (PMP)												4			20	\$ 4,629	
Prepare Quality Management Plan (QMP)									8			4			18	\$ 4,841	
															0	\$ -	
Task 2 - DATA COLLECTION		4	5	0	0	0	0	0	0	0	0	0	0		241	\$ 29,863	Check Hrs 241
Data Collection (existing topo, ROW, design files from UVX)															12	\$ 2,603	Check Cost \$ 29,863
Site Visit to Observe State of Existing Stations															24	\$ 4,954	
Utility Investigation/Mapping		4	5												203	\$ 21,883	
Supplemental Survey Coordination															2	\$ 423	
Task 3 - 30% DESIGN SUBMITTAL		0	0	40	0	22	8	16	2	0	0	0	0		264	\$ 42,256	Check Hrs 264
Prepare Concept Drawing (1 roll plot showing both platform sites)				40		12			2						144	\$ 22,675	Check Cost \$ 42,256
Prepare Outline of Specifications/Special Provisions															16	\$ 3,183	
Public Outreach Support							8	16							24	\$ 2,607	
Internal Team Design Meetings						10									80	\$ 13,791	
Task 4 - 60% DESIGN SUBMITTAL		0	0	60	40	24	8	16	5	0	4	8	0		671	\$ 107,284	Check Hrs 671
Prepare 60% Drawings (2 sites)				60	40	16			4		4				454	\$ 69,311	Check Cost \$ 107,284
Prepare Station Renderings															4	\$ 808	
Prepare Cost Estimate									1						40	\$ 6,966	
Prepare Draft Project Specifications/Special Provisions												8			28	\$ 4,829	
Attend 60% Review Site Visit															32	\$ 6,499	
Attend and Document 60% Review Meeting (in-person)															22	\$ 4,363	
Public Outreach Support							8	16							24	\$ 2,607	
Internal Team Design Meetings						8									67	\$ 11,902	

Task 5 - FINAL DESIGN SUBMITTAL PACKAGE		35	84	2	25	60	52	25	30	28	29	62	36	16	2	60	0	0	0	0	0	0	0	0	0	0
Prepare 100% Drawings		8	24		12	32	32	12	12	16	16	40	30	16	2	40										
Update Cost Estimate		1	4			2	2	2	2	2	2	4	2			4										
Prepare Final Project Specifications/Special Provisions		2	8			2	2	2	2	2	2					8										
Attend and Document 100% Review Meeting (in-person)		4	6		6	6	4	4	4	4	4					4										
Update 100% Documents for Final Submittal/Advertising		2	16		4	8	2	2	4	4	4	8	4			4										
Provide Advertising Support		8	16				2		2																	
Internal Team Design Meetings		10	10	2	3	10	10	3			3	10														
LABOR SUBTOTALS		162	230	25	71	168	148	69	74	68	55	148	80	32	6	140	6	24	24	32	32	36	8	4		16
Total Direct Labor		#####	#####	\$ 5,406.25	#####	#####	#####	#####	#####	#####	#####	\$ 8,607.20	\$ 2,008.64	\$ 1,732.38	#####	\$ 1,034.10	\$ 1,657.92	\$ 2,033.28	\$ 2,974.40	\$ 2,867.52	\$ 5,097.96	\$ 874.48	\$ 439.68	\$ 1,291.04		
Escalation 2024; Assume 7% increase		\$ 1,536	\$ 1,701	\$ 189	\$ 528	\$ 782	\$ 960	\$ 387	\$ 636	\$ 489	\$ 360	\$ 752	\$ 301	\$ 70	\$ 61	\$ 630	\$ 36	\$ 58	\$ 71	\$ 104	\$ 100	\$ 178	\$ 31	\$ 15	\$ 45	
Escalation Total		\$ 1,536	\$ 1,701	\$ 189	\$ 528	\$ 782	\$ 960	\$ 387	\$ 636	\$ 489	\$ 360	\$ 752	\$ 301	\$ 70	\$ 61	\$ 630	\$ 36	\$ 58	\$ 71	\$ 104	\$ 100	\$ 178	\$ 31	\$ 15	\$ 45	
Total Labor Budget		\$ 45,409	\$ 50,307	\$ 5,595	\$ 15,624	\$ 23,128	\$ 28,393	\$ 11,450	\$ 18,804	\$ 14,475	\$ 10,654	\$ 22,234	\$ 8,908	\$ 2,079	\$ 1,793	\$ 18,631	\$ 1,070	\$ 1,716	\$ 2,104	\$ 3,078	\$ 2,968	\$ 5,276	\$ 905	\$ 455	\$ 1,336	
Direct Expenses																										
Copying/Printing																										
Travel Expenses																										
Mileage (site visits and review meetings)																										
Public involvement materials																										
SUE - Test Holes (Assume 6)																										
SUE - Traffic Control and Permits																										
Topographic Survey and Existing ROW research/mapping - REDCON																										
Total Cost		\$ 45,409	\$ 50,307	\$ 5,595	\$ 15,624	\$ 23,128	\$ 28,393	\$ 11,450	\$ 18,804	\$ 14,475	\$ 10,654	\$ 22,234	\$ 8,908	\$ 2,079	\$ 1,793	\$ 18,631	\$ 1,070	\$ 1,716	\$ 2,104	\$ 3,078	\$ 2,968	\$ 5,276	\$ 905	\$ 455	\$ 1,336	
Task 5 - FINAL DESIGN SUBMITTAL PACKAGE		0	0		40	40	30	0	0	5	0	4	8	0			673	\$ 111,359	Check Hrs	673						
Prepare 100% Drawings					40	40	20					4			4		400	\$ 60,938	Check Cost	\$ 111,359						
Update Cost Estimate												1				26	\$ 4,655									
Prepare Final Project Specifications/Special Provisions															8	36	\$ 6,189									
Attend and Document 100% Review Meeting (in-person)																46	\$ 8,876									
Update 100% Documents for Final Submittal/Advertising																62	\$ 11,188									
Provide Advertising Support																28	\$ 6,410									
Internal Team Design Meetings							10									75	\$ 13,105									
LABOR SUBTOTALS		4	5	140	80	88	16	32	20	14	22	24	0				2,103	\$ 342,708	Check Hrs	2103						
Total Direct Labor		\$ 549.84	\$ 837.15	#####	#####	\$ 4,869.04	\$ 1,784.96	\$ 3,428.16	\$ 7,300.40	\$ 1,517.04	\$ 2,140.38	\$ 3,204.00	\$ -													
Escalation 2024; Assume 7% increase		\$ 19	\$ 29	\$ 696	\$ 378	\$ 170	\$ 62	\$ 120	\$ 256	\$ 53	\$ 75	\$ 112	\$ -	\$ -				\$ 11,990								
Escalation Total		\$ 19	\$ 29	\$ 696	\$ 378	\$ 170	\$ 62	\$ 120	\$ 256	\$ 53	\$ 75	\$ 112	\$ -	\$ -				\$ 11,990								
Total Labor Budget		\$ 569	\$ 866	\$ 20,587	\$ 11,191	\$ 5,039	\$ 1,847	\$ 3,548	\$ 7,556	\$ 1,570	\$ 2,215	\$ 3,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,696								
Direct Expenses																	\$ 40,710									
Copying/Printing																										
Travel Expenses																										
Mileage (site visits and review meetings)																	\$ 1,310									
Public involvement materials																										
SUE - Test Holes (Assume 6)																	\$ 8,400									
SUE - Traffic Control and Permits																	\$ 2,500									
Topographic Survey and Existing ROW research/mapping - REDCON																	\$ 28,500									
Total Cost		\$ 569	\$ 866	\$ 20,587	\$ 11,191	\$ 5,039	\$ 1,847	\$ 3,548	\$ 7,556	\$ 1,570	\$ 2,215	\$ 3,316	\$ -	\$ -	\$ 40,710	\$ -	\$ 395,406									

Firm	PIVOT Architecture		23-03750VW 900 East UVX Station A/E												
			Employee	Kari Turner	Scott Clarke	Architect 1	Designer 2								
			Title/Role	Project Manager	Associate	Architect 1	Designer 2			Direct Expense(s)	Totals				
			Base Rate	70.49	50.07	33.60	27.50								
130.63%			OH	92.080	65.410	43.890	35.920	0.000							
11%			Fee	17.88	12.70	8.52	6.98	0.00							
			Composite Rate	\$180.45	\$128.18	\$86.01	\$70.40	\$0.00							
Tasks and Subtasks												Hours	Budget		
Task 1 - PROJECT MANAGEMENT			38	20	0	8	0	0			66	\$ 9,984	Check Hrs	66	
	Project Management Activities (Assume 7 months)		14	4							18	\$ 3,039	Check Cost	\$ 9,984	
	Attend and Document Combined Project Kick-off Meeting/Site Planning Workshop (in-person) (Assume 4 hr meeting plus travel time)		4	4							8	\$ 1,235			
	Project Team Meetings (bi-weekly for 6 months)(virtual)		20	12		8					40	\$ 5,710			
	Prepare Project Management Plan (PMP)										0	\$ -			
	Prepare Quality Management Plan (QMP)										0	\$ -			
											0	\$ -			
Task 2 - DATA COLLECTION			16	12	0	12	0	0			40	\$ 5,270	Check Hrs	40	
	Data Collection (existing topo, ROW, design files from UVX)		4	8		12					24	\$ 2,592	Check Cost	\$ 5,270	
	Site Visit to Observe State of Existing Stations		4	4							8	\$ 1,235			
	travel for site visit		8								8	\$ 1,444			
	Utility Investigation/Mapping										0	\$ -			
	Supplemental Survey Coordination										0	\$ -			
Task 3 - 30% DESIGN SUBMITTAL			8	8	0	20	0	0			36	\$ 3,877	Check Hrs	36	
	Prepare Base File for Concept level		8	8		20					36	\$ 3,877	Check Cost	\$ 3,877	
	Prepare Outline of Specifications/Special Provisions										0	\$ -			
											0	\$ -			
											0	\$ -			
											0	\$ -			
Task 4 - 60% DESIGN SUBMITTAL			32	0	64	52	0	0			148	\$14,940	Check Hrs	148	
	Prepare 60% Drawings (2 sites)		12		40	40					92	\$ 8,422	Check Cost	\$14,940	
	Prepare Station Renderings				4	12					16	\$ 1,189			
	Review Cost Estimate		4		4						8	\$ 1,066			
	Prepare Draft Project Specifications/Special Provisions		12		8						20	\$ 2,853			
	Attend 60% Review Site Visit										0	\$ -			
	Attend and Document 60% Review Meeting (attend virtually)		4		8						12	\$ 1,410			
											0	\$ -			

Task 5 - FINAL DESIGN SUBMITTAL PACKAGE	56	0	104	60	0	0	220	\$23,274	Check Hrs	220
Prepare 100% Drawings	16		60	40			116	\$10,864	Check Cost	\$23,274
Review Updated Cost Estimate	4		4				8	\$ 1,066		
Prepare Final Project Specifications/Special Provisions	16		8				24	\$ 3,575		
Attend and Document 100% Review Meeting (attend virtually)	4		4				8	\$ 1,066		
Update 100% Documents for Final Submittal/Advertising	8		12	20			40	\$ 3,884		
Provide Advertising Support	8		16				24	\$ 2,820		
							0	\$ -		
							0	\$ -		
LABOR SUBTOTALS	150	40	168	152	0	0	510	\$57,345		
Total Direct Labor	#####	\$ 5,127.20	\$ 14,449.68	\$ 10,700.80	\$ -	\$ -				
Escalation 2024; Assume 7% increase	\$ 947	\$ 179	\$ 506	\$ 375	\$ -	\$ -		\$ 2,007		
Escalation Total	\$ 947	\$ 179	\$ 506	\$ 375	\$ -	\$ -		\$ 2,007		
Total Labor Budget	\$ 28,015	\$ 5,306	\$ 14,956	\$ 11,076	\$ -	\$ -	\$ -	\$ -	\$59,353	
Direct Expenses	1,198	-	-	-			\$ 1,198			
Copying/Printing	250						\$ 250		Check	
Travel Expenses							\$ -		\$ 60,550	
Airfare	550						\$ 550			
Hotel	150						\$ 150			
Meals	128						\$ 128			
Rental Car + Gas	120						\$ 120			
Mileage										
Total Cost	\$ 29,213	\$ 5,306	\$ 14,956	\$ 11,076	\$ -	\$ -	\$ -	\$60,551		

Firm	SPECTRUM ENGINEERS					23-03750VW 900 East UVX Station A/E						
	Employee											
	Title/Role	Project Manager	Principal Engineer	Associate Engineer	BIM Modeler	Clerical		Direct Expense(s)	Totals			
	Base Rate	94.57	81.33	69.98	34.05	24.59						
164.37%	OH	155.440	133.680	115.030	55.970	40.420						
11%	Fee	27.50	23.65	20.35	9.90	7.15						
	Composite Rate	\$277.51	\$238.66	\$205.36	\$99.92	\$72.16						
Tasks and Subtasks										Hours	Budget	
Task 1 - PROJECT MANAGEMENT		42	0	4	0	7	0			53	\$ 12,982	Check Hrs 53
	Project Management Activities (Assume 7 months)	24				7				31	\$ 7,165	Check Cost \$ 12,982
	Attend and Document Combined Project Kick-off Meeting/Site Planning Workshop (in-person) (Assume 4 hr meeting plus travel time)	6								6	\$ 1,665	
	Project Team Meetings (bi-weekly for 6 months) (virtual)	12		4						16	\$ 4,152	
	Prepare Project Management Plan (PMP)									0	\$ -	
	Prepare Quality Management Plan (QMP)									0	\$ -	
										0	\$ -	
Task 2 - DATA COLLECTION		6	0	2	4	0	0			12	\$ 2,475	Check Hrs 12
	Data Collection (existing topo, ROW, design files from UVX)	2		1	4					7	\$ 1,160	Check Cost \$ 2,475
	Site Visit to Observe State of Existing Stations	4		1						5	\$ 1,315	
	Utility Investigation/Mapping									0	\$ -	
	Supplemental Survey Coordination									0	\$ -	
Task 3 - 30% DESIGN SUBMITTAL		1	0	2	0	0	0			3	\$ 688	Check Hrs 3
	Prepare Concept Drawing (1 roll plot showing both platform sites)									0	\$ -	Check Cost \$ 688
	Prepare Outline of Specifications/Special Provisions	1		2						3	\$ 688	
	Public Outreach Support									0	\$ -	
	Internal Design Team Meetings									0	\$ -	
Task 4 - 60% DESIGN SUBMITTAL		8	0	12	16	0	0			36	\$ 6,283	Check Hrs 36
	Prepare 60% Drawings (2 sites)	2		4	16					22	\$ 2,975	Check Cost \$ 6,283
	Prepare Station Renderings	0								0	\$ -	
	Prepare Cost Estimate	1		0						1	\$ 278	
	Prepare Draft Project Specifications/Special Provisions	1		8	0					9	\$ 1,920	
	Attend 60% Review Site Visit	2								2	\$ 555	
	Attend and Document 60% Review Meeting (in person)	2								2	\$ 555	

Task 5 - FINAL DESIGN SUBMITTAL PACKAGE	9	0	17	25	0	0		51	\$ 8,487	Check Hrs	51
Prepare 100% Drawings	2		6	24				32	\$ 4,185	Check Cost	\$ 8,487
Update Cost Estimate	1							1	\$ 278		
Prepare Final Project Specifications/Special Provisions	1		8	0				9	\$ 1,920		
Attend and Document 100% Review Meeting (in-person)	2							2	\$ 555		
Update 100% Documents for Final Submittal/Advertising	2		2					4	\$ 966		
Provide Advertising Support	1		1	1				3	\$ 583		
								0	\$ -		
								0	\$ -		
LABOR SUBTOTALS	66	0	37	45	7	0		155	\$ 30,916	Check Hrs	155
Total Direct Labor	#####	\$ -	#####	\$ 4,496.40	\$505.12	\$-					
Escalation 2024; Assume 7% increase	\$ 641	\$ -	\$ 266	\$ 157	\$ 18	\$ -	\$ -	\$ -	\$ 1,082		
Escalation Total	\$ 641	\$ -	\$ 266	\$ 157	\$ 18	\$ -			\$ 1,082		
Total Labor Budget	\$ 18,957	\$ -	\$ 7,864	\$ 4,653	\$ 523	\$-	\$ -	\$ -	\$ 31,997		
Direct Expenses								\$ 663			
Copying/Printing								\$ 100			
Travel Expenses								\$ 150			
Mileage								\$ 413			
Total Cost	\$ 18,957	\$ -	\$ 7,864	\$ 4,653	\$ 523	\$-	\$ 663	\$ -	\$ 32,660		



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Shaina Quinn, IMS Program Manager
Casey Brock, Bus Communications Supervisor
Blaine Leonard, UDOT Transportation Technology Engineer

TITLE:

Contract: Cooperative Agreement for Installation, Maintenance, and Operation of a Connected Vehicle System for Bus Operations (UDOT)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute this Cooperative Agreement with UDOT for installation, maintenance, and operation of a connected vehicle system for bus operations with UDOT along with an initial purchase order in the amount of \$109,774.

BACKGROUND:

Transit Signal Priority (TSP) modifies traffic signal timing by allowing an early green signal or extending a green signal to prioritize transit service through intersections. This project is a continuing partnership with the Utah Department of Transportation (UDOT) in alignment with UTA's Five-Year Service Plan for more reliable, more frequent, and faster core route bus service.

The UTA TSP project team is procuring and installing 330 onboard units (OBUs) to accelerate TSP deployments throughout UTA's service area. Outfitting all transit buses with the same type of OBUs increases operational efficiency for UTA's 15-minute core bus route network.

UDOT's financial contribution is up to \$14,000 per intersection, 34 OBUs on UTA busses, or \$17 million in total project funds for the overall system, which is partially funded through a Federal Highways Administration (FHWA) Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) grant. UTA's overall contribution is estimated to be approximately \$4.4 million.

DISCUSSION:

UDOT and UTA desire to cooperatively deploy, operate and maintain a Connected Vehicle System (as defined in the agreement) (the “CVS”) for bus operations throughout the transit district so that UDOT and UTA can benefit from the added mobility, safety and efficiency afforded by collecting, analyzing, and using Connected Vehicle Data.

On March 22, 2023, the project team presented an overview of the TSP project and UDOT’s partnership to UTA’s Board of Trustees. The team noted we would return to request approval of this Cooperative Agreement. While the total estimated value of UTA’s contribution over 5 years is approximately \$4.4 million, staff is currently only requesting approval to execute the Cooperative Agreement along with an initial purchase order valued at \$109,774. As future purchase orders are required, UTA staff will bring them to the Board for approval in accordance with established Board approval thresholds. .

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation (UDOT)
Contract Number:	23-P00284
Base Contract Effective Dates:	This Agreement will become effective upon the signatures of all authorized representatives and remains in full force and effect unless terminated by either Party as outlined within Agreement.
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$109,774
Procurement Method:	N/A
Budget Authority:	Approved 2023-2027 Capital Plan

ALTERNATIVES:

If this agreement is not approved, UTA would need to publish a Request for Proposals for a separate TSP solution. A separate TSP solution may cost more to communicate with UDOT’s roadside signals. A separate TSP solution also wouldn’t be integrated with UDOT’s connected vehicle system thereby reducing future transportation efficiency and safety benefits.

FISCAL IMPACT:

Included in approved 2023-2027 capital plan.

ATTACHMENTS:

UDOT-Signed Agreement

UTA Purchase Order 17115

**Cooperative Agreement
Between
Utah Department of Transportation
And
Utah Transit Authority**

**Installation, Maintenance and Operation
of a Connected Vehicle System for Bus Operations**

UTA CONTRACT NO. 23-P00284

THIS COOPERATIVE AGREEMENT (the “Agreement”) is entered as of _____, 2023 between the Utah Department of Transportation, an agency of the state of Utah (“UDOT”) and the Utah Transit Authority, a public transit district organized pursuant to Utah Code Title 17B-2a-8 (“UTA”) (each may be referred to herein as a “Party” or collectively as the “Parties”).

Recitals

- A. The Parties desire to continue working together to develop and advance new and innovative Connected Vehicle technologies which improve safety, mobility, and operations along roadways throughout the Wasatch Front region and UTA’s transportation network.
- B. UDOT and UTA desire to cooperatively deploy, operate and maintain a Connected Vehicle System (as defined below) (the “CVS”) for bus operations throughout the transit district so that UDOT and UTA can benefit from the added mobility, safety and efficiency afforded by collecting, analyzing, and using Connected Vehicle Data, as further described in this Agreement (collectively the “Program”).
- C. The Program will be a component within UDOT’s larger Connected Vehicle Data Ecosystem (“CVDE”) project that UDOT has undertaken in conjunction with Panasonic North America or its successor (“Panasonic”), as it may be modified from time to time, and UTA will be a participant in the service that UDOT is providing as part of the CVDE.

- D. The Parties previously entered into a Cooperation Agreement on February 12, 2015, expressing interest in developing a Connected Vehicle System which resulted in the deployment of connected vehicle technology at some of UDOT's signalized intersections and on some of UTA's buses. This Agreement supersedes the 2015 Cooperative Agreement and also supersedes and replaces any Transit Signal Priority ("TSP") related provisions in any lease or license agreements between UDOT and UTA that relate to: Bus Rapid Transit ("BRT"), Ogden Valley Express ("OGX"), and Utah Valley Express ("UVX").
- E. The Parties may have previously entered into agreements related to UTA's rail operations. Those previous agreements are not impacted by this Agreement and nothing in this Agreement is applicable to rail operations.
- F. UTA has developed a Transit Signal Priority Master Plan ("TSP Master Plan") which prioritizes strategic investments for TSP systems on UTA core routes and Bus Rapid Transit services in alignment with UTA's Five-Year Service Plan.
- G. The Parties are entering this Agreement to identify general roles and responsibilities between them in connection with the Program and to state the terms of their arrangements.

Agreement

Therefore, in consideration of the foregoing recitals (which by this reference are incorporated into this Agreement) and the following terms and commitments, the sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Definitions

In addition to the terms defined elsewhere in this Agreement, key terms used in this Agreement shall include the following:

1.1 Terms

- 1.1.1 Cellular Vehicle-to-Everything (C-V2X): A V2X communication technology that uses the 5.9GHz radio frequency spectrum and is compliant with the Third Generation Partnership Project (3GPP) specification Release 14, using the same waveform as 4G LTE cell phones, but communicates directly, device-to-device, not through cell towers.
- 1.1.2 CIRRUS by Panasonic (Cirrus): A cloud-based data analytics and storage platform provided to UDOT by Panasonic as part of the CVDE.

- 1.1.3 Connected Vehicle (CV): A vehicle which has OBE installed to enable it to wirelessly communicate with other vehicles, the infrastructure, and other travelers within a Connected Vehicle System.
- 1.1.4 Connected Vehicle Data (CVD): Standardized packets of information, defined by the Society of Automotive Engineers (SAE) in their J2735 and J2945 standards, transmitted by RSUs and OBUs in the Connected Vehicle System, including:
 - 1.1.4.1 Basic Safety Message (BSM): Information about vehicle size, position, heading, speed, acceleration, braking, windshield wiper status, outside air temperature, and other operational attributes, but specifically not including any personally identifiable information, such as make, model, color, vehicle identification number (VIN), license plate, or registration, obtained from the vehicle's electronic control unit or controller access network. As noted below, a specific vehicle identifier may be assigned to the BSM of transit vehicles to facilitate monitoring of system use, system performance, and other purposes.
 - 1.1.4.2 Digital Roadway Geometry (MAP): Information about the roadway or intersection, including location, lane widths, lane types (turn lanes), orientation of lanes (depicted by a series of nodes), speed limit, crosswalk locations, and similar attributes.
 - 1.1.4.3 Signal Phase and Timing (SPaT): Information about the status of the traffic signal on each leg of the intersection and the remaining time in each phase.
 - 1.1.4.4 Signal Request Message (SRM): Information sent from a vehicle to the infrastructure requesting signal priority or preemption. This message must identify the vehicle type to indicate the type of signal priority or preemption being requested, i.e., a fire engine vs. a transit vehicle, and may include identification of a specific vehicle.
 - 1.1.4.5 Signal Status Message (SSM): Information sent from the infrastructure to a vehicle to confirm the receipt of an SRM.
 - 1.1.4.6 Test Message: Information sent from the vehicle containing messages for local and regional deployment use. This message may be used to identify specific vehicles, with permission of the vehicle owner, to facilitate tracking for studies of system effectiveness and similar needs.
 - 1.1.4.7 Traveler Information Message (TIM): Information sent to a vehicle containing advisory messages about traffic conditions, incidents, obstacles, adverse weather conditions, roadway geometry, and other relevant conditions.
- 1.1.5 Connected Vehicle Data Ecosystem (CVDE): A statewide project UDOT has undertaken in conjunction with Panasonic to deploy a Connected Vehicle System, including hardware components, software applications, and a cloud-based data platform, known as CIRRUS by Panasonic, that collects aggregates, stores,

actualizes, and visualizes Connected Vehicle Data, System Health Data, and other types of data from UDOT sensors and systems.

- 1.1.6 Connected Vehicle System (CVS): A network of V2X communication devices and information technology that allows vehicles to wirelessly communicate with each other, with infrastructure (such as traffic signals), and with other travelers, using Connected Vehicle Data, to prevent crashes, improve mobility, and reduce congestion.
- 1.1.7 Dedicated Short Range Communication (DSRC): A V2X communication technology that uses the 5.9GHz radio frequency spectrum and is compliant with the Institute of Electrical and Electronics Engineers (IEEE) Standard 802.11p, similar to Wi-Fi, and directly communicates device-to-device.
- 1.1.8 Equipped Intersection: A signalized intersection which has RSE installed.
- 1.1.9 Equipped Vehicle: A vehicle which has OBE installed.
- 1.1.10 On-Board Equipment (OBE): Equipment installed in a vehicle or carried by a traveler that facilitates the generation, transmission, receipt, and processing of Connected Vehicle Data to and from another OBU or RSU. OBE may include an OBU, OPB, other computational devices, cables, connectors, antennas, and similar equipment.
- 1.1.11 On-Board Processor (OBP): A computer installed on the vehicle which obtains information from the TMS, processes the data, and communicates with the OBU about whether conditions will permit the vehicle to request priority.
- 1.1.12 On-Board Unit (OBU): A wireless communication device installed in a vehicle or carried by a traveler used to transmit Connected Vehicle Data to, or receive from, another OBU or an RSU.
- 1.1.13 Roadside Equipment (RSE): Equipment installed along a roadway or pedestrian pathway, usually in a traffic signal or intelligent transportation systems cabinet, on traffic signal poles, light poles, or similar roadside infrastructure, that facilitates the generation, transmission, receipt, and processing of Connected Vehicle Data to and from an OBU, the agency's operation center or a data processing platform. RSE may include an RSU, computational devices, digital switches, traffic signal controllers, cables, connectors, antennas, and similar equipment. Some RSE equipment might not be for the exclusive use of the V2X system. The RSE may also communicate System Health Data to the operation center or data platform.
- 1.1.14 Roadside Unit (RSU): A wireless communication device installed along a roadway or pedestrian pathway used to transmit Connected Vehicle Data to, or receive from, an OBU or other mobile devices.
- 1.1.15 System Health Data: Information on the operational status of RSE, OBE and other hardware in the CVS, including whether individual hardware components are powered, are on-line or off-line, are transmitting data successfully, their rates of

data transmission, the types of data being transmitted, and reporting of any error codes.

- 1.1.16 TMS (Transit Management System): The UTA computer system on a transit vehicle that provides information about the on-time status of the vehicle, the automatic vehicle location, passenger load, and other information.
- 1.1.17 Transit Signal Priority (TSP): A system that communicates between a transit vehicle and a traffic signal and can request that the signal modify the length of the green time in the direction of travel of the vehicle so the vehicle can pass through the intersection with a reduced probability of stopping.
- 1.1.18 UTA Transit Signal Priority Master Plan (TSP Master Plan): A document prepared by UTA that prioritizes strategic investments for TSP systems on UTA core routes and Bus Rapid Transit services in alignment with UTA's Five-Year Service Plan, which may be updated from time to time. At the time of this Agreement, the current version of the TSP Master Plan is dated December 2021.
- 1.1.19 Vehicle to Everything (V2X): A system where vehicles share and receive Connected Vehicle Data with other vehicles, other travelers, and the infrastructure using low-latency, direct, wireless communication technology.

2. Program Scope

- 2.1 Scope. The scope of this Agreement is limited to the provision, installation, operation, and maintenance of V2X equipment for UTA bus operations which is installed or otherwise incorporated as part of the Program, to governing ongoing access by UTA to Connected Vehicle Data and System Health Data within UDOT's Connected Vehicle Data Ecosystem, and to provide permissions for Transit Signal Priority (TSP). This Agreement does not address UTA's rail operations in any way. This Program makes use of elements of UDOT's CVDE to facilitate the wireless communication of Connected Vehicle Data between vehicles and the roadside infrastructure to improve safety and mobility. UDOT will collaborate with UTA on the equipment, installation, maintenance, and operation of the CVS as part of their Connected Vehicle Data Ecosystem. This Program also makes use of elements provided by UTA's TMS to assess transit vehicle performance.
- 2.2 Program Benefits. The Parties acknowledge that each party anticipates realizing benefits from the development of this CVS, including improved operations due to Transit Signal Priority (TSP) at equipped intersections and the generation of real-time Connected Vehicle Data on the traffic movements along streets with RSE.
- 2.3 Coordination of Scope. The Parties shall coordinate their CVS planning efforts and seek to find mutual agreement about the timing and funding of additional CVS installation. UDOT shall inform UTA about plans to expand the CVDE, including providing lists of proposed RSE

locations. UTA shall inform UDOT about desires to add corridors and vehicles to the CVS system, including lists of proposed vehicles to be equipped with OBE.

- 2.4 Applicable Corridors. This Agreement applies only to intersections along roadways owned and operated by UDOT. The Parties may enter into agreements, individually or together, with other political subdivisions or jurisdictions in Utah to provide TSP or other CVS services along roadways owned and operated by those entities.
- 2.5 Allocation of Expenses. All work performed under this Agreement will be performed at the expense of the Party who is designated herein as being responsible for the work.
- 2.6 Additional Contracts. UTA acknowledges and agrees that UDOT has additional contracts, regulations, and policies, which may change from time to time, that also govern its Connected Vehicle Data Ecosystem, and that all the same also apply to UTA's access and use of such system.
- 2.7 Obligations. UDOT is building the CVDE to meet a variety of safety and mobility goals based on current UDOT policies and priorities. UTA recognizes that if those policies and priorities change substantially, based on legislative or other agency re-direction, UDOT may need to terminate its participation under this agreement. In such case, UDOT is obligated to provide 90 days advance written notice and then meet and confer with UTA on the available paths forward which will prevent UTA from losing the value of the work performed under this Agreement. At a minimum, UTA shall be allowed to continue using the technology and equipment which have been implemented prior to UDOT's termination whether under license, bailment, or other appropriate method and, at UTA's election, it shall be entitled to receive an assignment of the UDOT-Panasonic CVDE technology, but only to the extent allowable under UDOT's agreements with Panasonic and other relevant service providers.
- 2.8 Delegation of Duties. UDOT may delegate the duties in this Agreement that are to be undertaken by UDOT to Panasonic, Panasonic's subcontractors, or to other contractors as UDOT may determine.
- 2.9 Regional Planning Efforts. UDOT and UTA agree that collaborative regional planning efforts are important to the success and future expansion of the Program. The Metropolitan Planning Organizations Wasatch Front Regional Council (WFRC) and Mountainland Association of Governments (MAG) plans note the need for the development of improved transit service on key corridors along the Wasatch Front. The Parties will work together on planning efforts, including potential funding opportunities, which advance and expand the Program.

3. Transit Signal Priority

- 3.1 Priority Capability. The CVS will provide Transit Signal Priority (TSP) capabilities at designated signalized intersections under predetermined conditions.

- 3.1.1 The additional green time in the traffic signal cycle which may be granted upon a request for priority may include early green or green extension.
- 3.1.2 The conditions which will allow a priority request to be made will be mutually agreed upon by the Parties and may change from time to time. These conditions might be corridor specific or could be dynamic based on time of day or traffic conditions. Hardware and software configurations may change to facilitate these changing conditions.
 - 3.1.2.1 The Parties will collaboratively review the CVS performance and priority conditions as needed.
- 3.1.3 A variety of conditions impact whether the traffic signal will grant signal priority when a priority request is received. Receipt of a priority request does not guarantee that the request will be granted.
- 3.1.4 UDOT may choose to not provide priority capabilities at certain intersections along a roadway corridor that otherwise provides those capabilities due to the complexity of that intersection or other conditions.
- 3.2 UDOT Policy. UDOT Policy 06C-18 “Signal Pre-Emption” governs the temporary modification of traffic signal timing to provide priority to transit vehicles. This Agreement complies with the provisions of Policy 06C-18, where applicable.
- 3.3 UTA TSP Master Plan. This Agreement reflects the recommendations of the UTA Transit Signal Priority Master Plan, where applicable.
- 3.4 Authorization. UDOT authorizes UTA transit vehicles equipped with OBE and meeting the predetermined conditions to request priority at most UDOT-owned intersections. Corridors will be mutually agreed upon by UDOT and UTA during the planning stages of implementation.
- 3.5 Traffic Signal Timing. Signal timing modifications will be needed at intersections to facilitate TSP and during subsequent operations. These modifications will be performed by UDOT in accordance with UDOT’s “Signal Timing For Connected Vehicle-Based Priority and Preemption Systems” Guidebook. UDOT will consult with UTA about the criteria used for signal timing modifications. When conditions at an intersection change, whether due to the CVS system or otherwise, UDOT will be responsible for signal timing modifications.
 - 3.5.1 UDOT’s Signal Timing Guidebook defines the process for determining how adjustments will be made when granting priority. This process allows for adjustments to be made at individual intersections based on traffic conditions along a corridor and at the intersection. Adjustments are intended to provide a balance between beneficial transit movements and impacts to other traffic. UDOT will use this Guidebook to implement TSP at intersections within the CVS. The Guidebook is subject to revision. At the time of this Agreement, the current version of the Guidebook is dated October 2022

4. Connected Vehicle System Hardware and Software

4.1 Roadside Equipment (RSE)

- 4.1.1 All RSE hardware and related firmware and software shall meet UDOT's specifications and requirements, shall be compatible with the CVDE, and will be approved by UDOT prior to installation.
- 4.1.2 All RSE installation, operation and maintenance shall be performed by UDOT, unless otherwise noted in this Agreement.
- 4.1.3 Modifications to traffic signal timing and related changes shall be performed as stated in Section 3.5.

4.2 On-Board Equipment (OBE)

- 4.2.1 All OBE hardware and related firmware and software shall meet UDOT's specifications and requirements, shall be compatible with the CVDE, and will be approved by UDOT prior to installation.
- 4.2.2 The entity responsible to install, operate and maintain OBE hardware will vary based on circumstances, as defined in Section 5.
 - 4.2.2.1 When UDOT has responsibility to provide and install OBE on UTA vehicles:
 - 4.2.2.1.1 UDOT will coordinate with UTA to schedule vehicle installations at times that will minimize disruption of vehicle use.
 - 4.2.2.1.2 UDOT will install OBE in a manner that minimizes visual impact of the installation and otherwise does not inhibit the safe operation of the vehicle or interfere with other communication systems. All vehicle wiring modifications and installation methods will be approved by the UTA Bus Communications Supervisor or IT Director/Manager prior to installation.
 - 4.2.2.1.3 UDOT will be responsible for any damage caused during installation.
 - 4.2.2.1.4 UTA will provide UDOT access to UTA vehicles at reasonable times, within the limits of vehicle availability.
 - 4.2.2.1.5 UTA will provide an indoor facility where UDOT can install OBE.
 - 4.2.2.1.6 UTA will provide labor in an advisory capacity during installation and may observe all installation to the extent that UTA chooses.
 - 4.2.2.2 When UTA or parties other than UDOT have responsibility to provide and install OBE, UDOT shall provide labor in an advisory capacity as needed.
- 4.2.3 Unless otherwise agreed, the entity responsible to provide and install OBE hardware will have responsibility for operation and maintenance of that hardware.
- 4.2.4 In all instances, UDOT shall be responsible for all firmware and software upgrades on OBE. UTA will cooperate and assist with these efforts.

4.2.5 UTA will provide UDOT access to UTA vehicles at reasonable times for necessary operations, maintenance, replacement, or upgrades of OBE, within the limits of vehicle availability to not adversely affect function of the bus or the UTA Maintenance work assignment of the vehicle.

4.2.5.1 UTA will provide a covered facility where UDOT can access the vehicles.

4.2.5.2 UTA will provide labor in an advisory capacity and may observe the work to the extent that UTA chooses.

4.2.6 UTA may choose to integrate the OBE and CVS with other emerging solutions and systems for technology resilience and will coordinate with UDOT to accomplish this without adversely impacting the CVS or CVDE.

4.3 Software, Data Analytics and Data Storage

4.3.1 UDOT will provide application software for Transit Signal Priority (TSP), collecting real-time Connected Vehicle Data from the vehicles, collecting System Health Data, and other functions.

4.3.1.1 UTA is under no obligation to use the systems provided by UDOT at individual locations or within the entire CVS.

4.3.2 UDOT will provide UTA access to view and retrieve Connected Vehicle Data and System Health Data in Cirrus (or a successor system).

4.3.2.1 UTA may use Connected Vehicle Data and System Health Data to monitor system performance, perform studies on effectiveness or other measures, monitor the health of system components, or other uses that UTA chooses.

4.3.2.2 UTA may share Connected Vehicle Data and System Health Data with other parties in support of UTA's efforts and purposes.

4.3.3 UDOT will provide UTA access to the on-line Central User Interface tool that allows for real-time monitoring of vehicle priority and preemption systems.

4.3.4 UDOT will collaborate with UTA to identify potential methods to monitor TSP performance and operational health. When methods are identified, the Parties will discuss options and funding for developing the methods.

4.3.5 UDOT will be responsible for all costs associated with software licensing, cloud computing and data storage, including operations and maintenance costs.

4.3.6 UTA will provide UDOT access to data streams in the Transit Management System (TMS) and elsewhere to determine transit vehicle schedule, on-time status, automated vehicle location, passenger load, and related data to facilitate the operation of the TSP system.

4.3.7 The Program will utilize the UDOT statewide Information Technology (IT) network to collect, store, use, analyze, process, and share the Connected Vehicle Data and System Health Data, to and from the RSE.

- 4.3.8 UTA authorizes UDOT to collect, store, use, analyze, process, and share data from UTA vehicles equipped with OBE. This data will be used to build messages that comprise Connected Vehicle Data and will be stored and shared in that context. Vehicle identification information will be removed from any data that is shared.
- 4.3.8.1 UTA authorizes UDOT to assign vehicle identifiers to specific transit vehicles and collect vehicle location data to facilitate monitoring of system use, studies of system performance or other reasons.
- 4.3.9 UTA agrees that UDOT is the owner of all Connected Vehicle Data, System Health Data, software, records and related features of the CVS. UDOT does not own the raw UTA data that is used to create Connected Vehicle Data.
- 4.3.10 UTA agrees that UTA's access to any data within the CVS is as a guest only. UTA does not possess any such data and will not make commercial use of such data.
- 4.3.11 UTA agrees to implement security measures to protect access to software and technical systems that UDOT makes available under this Agreement in at least as good a manner as UTA protects its own software and technical systems to protect against unauthorized access. UTA agrees that it will not transfer, destroy, or modify any software or technical systems, or modify data thereon, and it will not allow others to do so. UTA agrees that UDOT has the right to investigate any apparent breaches of security and take appropriate remedial action to prevent future security breaches.

4.4 System Security

- 4.4.1 Messages sent by V2X devices are secured by attaching a unique digital, security certificate to those messages. Verification of those certificates when the message is received ensures that the message is authentic, authorized, and has not been modified enroute. All messages sent within the CVDE must use certificates that are compatible and from the same source, or "root". Every RSU and OBU must be individually enrolled into a security credential management system, contain a secure key to manage certificates, be provisioned with initial certificates, and have certificates periodically replenished.
- 4.4.2 UDOT is responsible for the cost of enrolling, provisioning, and replenishing certificates for RSUs.
- 4.4.3 The entity paying for OBUs will be responsible for the cost of enrolling, provisioning, and replenishing certificates for OBUs, unless otherwise agreed by the Parties. The on-going cost of digital security certificates for OBUs is currently estimated to be \$60 per year per device.
- 4.4.3.1 If OBUs are purchased and/or installed by entities other than UDOT, those entities will coordinate with UDOT prior to device procurement to facilitate the enrollment and provisioning of those devices. This coordination is necessary to

insure system-wide compatibility. UDOT may participate in the physical enrollment and provisioning activities.

5. Program Phases

5.1 Legacy Systems

- 5.1.1 Legacy Systems are elements of the CVDE that were installed prior to the execution of the contract between UDOT and Panasonic. These systems use DSRC RSUs and OBUs and do not include security certificates.
- 5.1.2 Legacy systems were provided and installed by UDOT using UDOT funds. OBE installed on UTA vehicles were provided by UDOT and installed jointly by UDOT and UTA.
- 5.1.3 UDOT is the owner of all Legacy Systems equipment. UTA will not transfer, damage, destroy, or modify any such equipment or allow others to do so, and UTA will promptly return to UDOT any equipment that is no longer in service.
 - 5.1.3.1 For vehicles which are taken out of service permanently, refer to Section 6.1.5.
- 5.1.4 Legacy systems are operated and maintained by UDOT using UDOT funds, with assistance from UTA. When elements of these systems need to be replaced, UDOT is responsible for replacement.
- 5.1.5 The Federal Communications Commission has proposed to withdraw authority for the use of DSRC. The Parties agree that a current transition to replace DSRC is underway, and the parties have agreed on a reasonable plan for removal of such Legacy Systems and replacement with Integrated Systems. That process will continue until completed.

5.2 Initial Term Systems

- 5.2.1 Initial Term systems are elements of the CVDE that were installed or will be installed by Panasonic during the duration of the contract between UDOT and Panasonic. The Initial Term is currently scheduled to run through May 2024, but the duration may be extended.
 - 5.2.1.1 UDOT will notify UTA ninety (90) days in advance of the end of the Initial Term.
- 5.2.2 Hardware, firmware, and software installed by Panasonic during the Initial Term, including OBE installed on UTA vehicles, are provided and installed using UDOT and federal grant funds.
 - 5.2.2.1 Hardware which is installed by Panasonic during the Initial Term but paid for by UTA or other non-UDOT entities are considered Integrated Systems, not part of the Initial Term.
 - 5.2.2.2 Hardware elements installed by Panasonic during the Initial Term are integrated into Cirrus.

5.2.3 UDOT is the owner of all RSE and OBE installed during the Initial Term. UTA will not transfer, damage, destroy, or modify any such equipment or allow others to do so, and UTA will promptly return to UDOT any equipment that is no longer in service. UTA receives a limited license right in the OBE to be used for the operation, implementation, and advancement of CVS for public transit purposes.

5.2.3.1 For vehicles that are taken out of service permanently, refer to Section 6.1.5.

5.2.4 Hardware, firmware, and software installed by Panasonic during the Initial Term are operated and maintained by Panasonic on behalf of UDOT. Panasonic is responsible for troubleshooting, repairs, and replacement.

5.3 Integrated Systems

5.3.1 Integrated Systems are elements of the CVDE that are or will be installed outside of the contract between UDOT and Panasonic or installed within that contract using funds provided by UTA or other non-UDOT entities, or installed after the end of the Initial Term.

5.3.1.1 When Legacy Systems elements, including RSUs and OBUs, are replaced and integrated into Cirrus, they become Integrated Systems.

5.3.2 UDOT is the owner of all RSE installed as Integrated Systems regardless of the source of funding for the RSE.

5.3.3 The Parties will determine which party will install OBE hardware based on funding sources and other individual circumstances.

5.3.4 UTA is the owner of all OBE installed as Integrated Systems when that OBE is funded by UTA or other non-UDOT funding sources. UDOT is the owner of all OBE installed as Integrated Systems when that OBE is funded by UDOT using state funds or federal funds awarded to UDOT. However, each Party receives a limited license right in the OBE owned by the other Party which may be used for operation, implementation, and advancement of CSV technology to the extent allowed under applicable licenses and other agreements.

5.3.4.1 The Parties may negotiate ownership arrangements other than those stated above when conditions warrant.

5.3.5 UTA will not transfer, damage, destroy, or modify any equipment owned by UDOT or allow others to do so, and UTA will promptly return to UDOT any such equipment that is no longer in service.

5.3.5.1 For vehicles that are taken out of service permanently, refer to Section 6.1.5.

5.3.6 Operations and Maintenance of RSE and OBE will be the responsibility of the Party that owns the equipment.

5.4 Post-Initial Term Systems

- 5.4.1 After the end of the Initial Term, elements that were installed during the Initial Term will become Post-Initial Term Systems. There are no elements of the CVDE that will be originally installed as Post-Initial Term Systems.
- 5.4.2 UDOT is the owner of all RSE in the Post-Initial Term Systems.
- 5.4.3 UDOT is the owner of all OBE that was installed during the Initial Term and becomes Post-Initial Term Systems until that equipment is replaced.
- 5.4.4 When OBE elements of Post-Initial Term Systems are replaced, they become Integrated Systems and become the property of UTA. UTA is responsible for the cost of replacement of these Post-Initial Term Systems.
- 5.4.5 Operations and maintenance of RSE and OBE will be the responsibility of the Party that owns the equipment.

6. Operations, Maintenance, and Training

6.1 Operations and Maintenance

- 6.1.1 The CVS and CVDE will be maintained by UDOT in a state of good repair.
- 6.1.2 Operations and Maintenance of CVS elements will be the responsibility of the Party so designated in Section 5.
- 6.1.3 UTA will continue to be responsible for routine operations and maintenance of UTA vehicles and non-CVS and CVDE systems.
- 6.1.4 UTA will promptly notify UDOT if the equipment or operations associated with this Program are malfunctioning or negatively impacting safety, communications, or non-Project operations. UTA and UDOT will coordinate on solutions to these issues. If the malfunction involves an element of the OBU procured or paid for by UTA, then UTA shall bear the costs of repair or correction for that specific element. If the element was procured and paid for by UDOT, then UDOT shall bear the cost of repair or correction. If UTA determines that an OBE device is interfering with safety-critical operations, UTA shall be allowed to immediately disconnect the OBE device and, if necessary, remove it from the vehicle and promptly notify UDOT. Any hardware not placed back in operation will be returned to UDOT.
- 6.1.5 In the event that a vehicle with UDOT-owned OBE, as defined in Section 5, is taken out of service permanently, UTA will remove the OBU and OBP, or contact UDOT to arrange for the removal, and will return those devices to UDOT. Antennas, cables, and other incidental devices are considered consumables and do not need to be removed.

6.2 Training

- 6.2.1 UDOT will provide training and support to UTA for installation, operations, and maintenance of OBE.
- 6.2.2 UDOT will provide training and support to UTA on the operation and use of the CVS, including the access and use of Connected Vehicle Data, System Health Data and any tools that may be developed to evaluate systems operations.

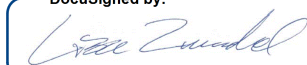
7. Terms

- 7.1 Existing Technical Agreements. UTA agrees that this Agreement is subordinate to the terms of agreements between the State of Utah and its technology providers, and that those agreements may change from time to time (the “Tech Agreements”). To the extent that any action or inaction by UTA results in a violation of the Tech Agreements, UTA agrees that UTA is responsible to remedy the violation as required under any Tech Agreement as a condition of continued access and use of the CVDE.
- 7.2 Existing Technical Policies. UTA agrees that the matters addressed in this Agreement may become subject to changing laws, UDOT policies, and Tech Agreements in the future, and that such changes may require UTA to take alternate or additional actions under this Agreement. UTA agrees to take actions that may be necessary to comply with the laws, policies, and contracts that apply to the subject matter of this Agreement (including any need to terminate this Agreement in the future) as a condition of continued access and use of the CVDE. In connection with the changes described in paragraphs 7.1 and 7.2, UDOT will provide as much notice of such a change as is reasonably possible and will meet and confer with UTA at UTA’s request.
- 7.3 Responsibility for Costs. Unless otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement and for any financing of such costs. This Agreement does not obligate either party to expend any funds without that party’s prior written consent. It is possible that UDOT may procure certain OBU components for use by UTA upon UTA’s request. In that event, UDOT shall invoice UTA for the cost of the components and UTA shall reimburse UDOT within 30 days of receipt of the invoice. In general, if either party provides goods or services which are the responsibility of the other party, the receiving party shall reimburse the providing party on a cost-only basis for the goods and services (to the extent the expense was agreed to in advance).
- 7.4 Indemnification. UTA agree to defend, indemnify, and hold harmless UDOT and its employees, agents, and associates against any and all claims, liability, loss, damage, or expense arising from or relating to this Agreement and its implementation to the extent caused by or arising from UTA’s negligent or willful acts or omissions and/or those of its

employees or agents. This provision will not be applied in conflict with the requirements of the Utah Governmental Immunity Act to the extent the Act applies.

- 7.5 Termination. UDOT and UTA agree to the cooperative deployment of a Connected Vehicle System (CVS) as described in this Agreement, including granting access to UTA to Connected Vehicle Data and System Health Data in the CVDE. Either party to this Agreement may terminate this Agreement in its entirety and without cause by giving ninety (90) days prior written notice to the other party. Either party also may terminate this Agreement without cause with respect to any vehicle, intersection, or other installation by giving the other party thirty (30) days prior written notice. Either Party may terminate this Agreement for cause if the other Party violates any requirement of this Agreement and fails to cure the violation, or commence actions reasonably designed to cure the violation, within thirty (30) days after receiving written notice of the violation.
- 7.6 Modifications. The failure of either party to insist upon strict compliance with any of the terms and conditions of this Agreement, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement. This Agreement may not be modified except by a written document signed by an authorized individual representing each of the respective Parties.
- 7.7 Further Assurances. Each party to this Agreement agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement and to obtain compliance with the laws or federal obligations that apply to either party, and either party may notify the other party of a need for such further acts.
- 7.8 Miscellaneous. This Agreement is binding upon and inures to the benefit of the Parties signing below, and it does not inure to the benefit of any third party. No party shall assign or transfer any rights, or delegate any duties hereunder, without the other party's prior written consent, and any such attempted assignment, transfer or delegation is void. The Parties agree to work cooperatively and in good faith, and before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and meet in good faith in an effort to resolve it. If any notice is required in connection with this Agreement, each party shall send a written notice to the other party's Project Manager for this Agreement (UDOT's Transportation Technology Engineer; UTA's Director of Innovative Mobility Solutions) using a manner that can reasonably assure a timely and accurate delivery. This Agreement does not create any partnership, joint venture, or agency relationship. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations, verbal or written.
- 7.9 Signatures. Each party represents that it has the authority to enter into this Agreement and has signed below by an authorized representative. This Agreement may be signed by counterparts.

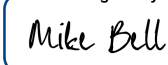
7.10 Effective Date. This Agreement will become effective upon the signatures of all authorized representatives and remains in full force and effect unless terminated by either Party as outlined within Agreement.

DocuSigned by:

ABCEB0DEAA67490...
8/8/2023

Lisa Zundel Date
Utah Department of Transportation – Traffic Management Division Director

Nichol Bourdeaux Date
Utah Transit Authority – Chief Planning and Engagement Officer

Jay Fox Date
Utah Transit Authority – Executive Director

DocuSigned by:

70E33A415BA44F6...
8/8/2023

Mike Bell Date
Utah Transit Authority Legal Counsel – Assistant Attorney General

Utah Dept of Transportation (UDOT) Office of the Comptroller 4501 S 2700 W PO Box 141510				PURCHASE ORDER NUMBER		OG 17115
				PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority		VENDOR NUMBER
		<i>An Equal Opportunity Employer</i>		1271254	9/18/2023	
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB	
AP@RIDEUTA.COM	ATTENTION: RECEIVING				*	
669 W 200 S	3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER	
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Gonzales, Chad	1 of 1	

Confirmation: Do not Duplicate	Total PO Value: 109,774.00	Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt		

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011665	9/18/23	14 EA	40-3270.65000.5008	TSP On Board Units (OBUs)	7841.0000	109,774.00

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- Operations System Software
- Design Services for Maintenance Training Facility
- Pension Management and Investment Services

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- **Operations System Software.** This is a pre-procurement for the upgrade and replacement of a comprehensive operations system. This is critical operational and technology infrastructure to support and deploy our daily service delivery needs in both Operations and Maintenance. The software we are procuring will have two primary focus areas, workforce management, and enterprise asset management. The workforce management system allows for the effective management of the entire bid-to-pay process for operators, train hosts, and other UTA team members across all modes while adhering to all regulatory requirements. The enterprise asset management system is a transit specific, asset management and

maintenance system allowing for deep native integration with UTA data ecosystems. Multiple application systems at UTA have exceeded or will reach the end of their effective life span over the next couple of years. This new software will bring UTA the latest technology to replace our outdated operations systems. This contract will be for a term of 5 years, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price.

- ***Design Services - Maintenance Training Facility.*** This is a procurement to contract with a firm to provide design and architectural services to remodel the semi service building into a maintenance training facility for bus, light rail, and frontrunner vehicles. The remodeled building will include training bays, classroom space, conference rooms, and office space. The contract will be for a term of 3 years, which will include 1 year for design and 2 years for construction support. Funding for this project was included in the approved Capital Projects budget under code MSP 267, and this procurement will be conducted as an RFQu, and will be awarded to the vendor with the best overall qualifications.
- ***Pension Management and Investment Services.*** This is a procurement to contract with a firm to provide investing services and portfolio management for UTA's pension plan funds. Our current contract expires on December 31st 2023. The term of this new contract will be for a base of 3 years, plus two 1-year options. Funding for the portfolio management service fee is paid for through the pension plan funds, and this procurement will be conducted as an RFP.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager of Fare Strategy

TITLE:

Fare Agreement: Special Events Agreement for Utah Transportation Conference (UDOT)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute a Special Events Agreement for the Utah Transportation Conference with the Utah Department of Transportation.

BACKGROUND:

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

The Utah Transportation Conference, previously known as the UDOT Annual Conference, brings transportation industry professionals together for learning experiences and networking opportunities. In that spirit, UTA will partner with the Utah Department of Transportation (UDOT) to offer ticket as fare to conference attendees on the days of the event.

DISCUSSION:

Staff recommends partnering with UDOT as described above for the upcoming conference taking place October 24-26. In exchange for the transit fare, UDOT agrees to provide in-kind marketing to UTA which includes digital, verbal, and print recognition, tabling opportunities, and other activities. See contract for

additional details.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation
Contract Number:	23-F0362
Base Contract Effective Dates:	October 24 - October 26, 2023
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$4,500-7,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with the UDOT for ticket as fare, requiring conference attendees to utilize other fare alternatives.

FISCAL IMPACT:

The estimated forgone fare revenue for this event is \$4,500-\$7,500. UDOT is offering event advertising valued at \$10,000 in exchange for fare revenue.

ATTACHMENTS:

Contract

SPECIAL EVENTS AGREEMENT Tickets for Transit

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on October 4, 2023, by and between Utah Department of Transportation (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Utah Transportation Conference on the following date(s): October 24-26, 2023 and at the following location: Mountain America Expo Center in Sandy, Utah (“Venue”); and

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

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 1.2 The term “**Effective Date**” shall mean October 24, 2023, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$10,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through October 27, 2023.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
 - a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

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

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

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

SPONSOR

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title

By: _____ Date: _____
Name:
Title:

Approved as to Form:

By:  _____ Date: 9/19/2023
Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit “A” Example Marketing Package

Value of Package: \$10,000

Details of Package:



2023 Utah Transportation Conference
Transforming Transportation Together

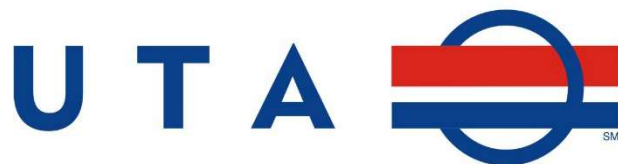
SPONSORSHIP OPPORTUNITIES*

BENEFITS INCLUDED	PLATINUM (LIMITED TO 4)	GOLD (LIMITED TO 6)	SILVER	BRONZE
	\$20,000	\$10,000	\$5,000	\$2,500
Conference registrations included	6	4	-	-
Early booth selection**	✓	✓	-	-
Logo on signage throughout conference venue and mobile app	✓	✓	✓	✓
Logo on website sponsor page	✓	✓	✓	-
Verbal recognition at the opening session	✓	✓	-	-
Full conference attendee list prior to and post conference	✓	✓	-	-
One still digital advertisement for video wall	✓	✓	-	-
Logo on meeting room screens backgrounds or thank-you screen	✓	✓	-	-
2-minute video played throughout conference on video wall near entrance	✓	-	-	-

*All sponsorships must be paid within 30 days of selection using check or wire transfer.
**Early booth selection will depend on sponsorship level and commitment date. Sponsorship must be finalized by Monday, October 2 to qualify.

<https://udot.utah.gov/transportationconference>
Updated 7/20/2023

Exhibit “B”
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Patti Garver, Manager of Environmental Services and Sustainability
Sarah Ross, Environmental Stewardship and Sustainability Specialist

TITLE:

UTA Policy - UTA.01.09 Sustainability

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Approve for adoption policy UTA.01.09 Sustainability

BACKGROUND:

In the 2023 UTA Strategic Plan, sustainability was outlined as a measure to help “Move Utahns to a Better Quality Life”. UTA.01.09 Sustainability, was written to help outline the agency’s commitment to provide sustainable mobility solutions in a manner that protects the environment, fosters community health, and ensures economic prosperity.

DISCUSSION:

The policy defines sustainability as a balance between environmental protection, social well-being, and economic growth. It establishes the creation of a Sustainability Plan and an annual Sustainability Report. UTA is committed to various sustainability objectives, including reducing environmental impact, providing accessible mobility, promoting cost effective and economic prosperity within the community, ensuring transparency, and engaging employees.

The policy defines the roles of organizational teams and individuals as they pertain to moving sustainability forward at UTA. These roles include the Board of Trustees, Executive Team, Manager of Sustainability and Environmental Services, Sustainability Specialist, Sustainability Steering Committee, and UTA Green Team.

The policy has cross references with corporate Policy 4.4.1 Environmental Protection Policy, Corporate Policy

4.4.13 Vehicle Engine Idling, and the UTA strategic plan.

ALTERNATIVES:

This is a new policy that is not associated with a prior policy. If this policy is not approved, the UTA sustainability goals may not be defined in policy and achievement of our strategic sustainability goals may be impacted.

FISCAL IMPACT:

Funding plans for sustainability activities is included in the Five-Year Capital Plan to allow the specific groups established in this policy to identify, research, and employ policies and practices to help UTA meet our sustainability goals.

ATTACHMENTS:

UTA.01.09 Sustainability

UTAH TRANSIT AUTHORITY POLICY

No. UTA.01.09

SUSTAINABILITY

1) Purpose.

This policy outlines Utah Transit Authority's comprehensive approach to providing sustainable mobility solutions in a manner that protects the planet, strengthens the community, and enhances shared prosperity. UTA recognizes the wide-ranging impacts of its transit services and commits to developing sustainability initiatives to provide lasting quality service and a better future for all.

2) Definitions.

"Sustainability" is the balance of ensuring economic growth, protection of the environment, and social wellbeing while meeting the needs of current and future generations.

"Sustainability Plan" is a plan that integrates sustainability with UTA's strategic priorities to help the agency meet sustainability goals and objectives.

"Sustainability Report" is a report provided by the Sustainability Steering Committee to the Board of Trustees on an annual basis which summarizes UTA's current sustainability efforts and progress.

"Sustainability Steering Committee" means a group of UTA employees who are tasked with overseeing and guiding sustainability initiatives within the organization and producing the annual Sustainability Report. This group comprises representatives from various UTA service units, ensuring diverse and comprehensive representation.

"UTA" means Utah Transit Authority.

3) Policy.

A. Sustainability Statement

UTA provides multi-modal public transit services that improve the quality of life in the communities in which it serves. UTA is committed to operating in a manner that protects the environment, enhances human health and wellbeing, and ensures economic prosperity within the community. To demonstrate this commitment, UTA will:

1. Plan and implement sustainability practices which take into consideration environmental and climate impacts, reduce air pollution and water use, divert waste, use renewable resources, and reduce overall energy use;
2. Provide sustainable mobility solutions for all through accessible, affordable, safe, and equitable service that will in turn improve the health and quality of life of all those in the communities which UTA serves;
3. Maintain sustainable mobility solutions that are cost effective and promote economic prosperity within the community;
4. Establish avenues of information to ensure that stakeholders, businesses and riders are aware of UTA's sustainable practices; and
5. Provide UTA employees with information regarding the agency's sustainability initiatives.

B. Organization

1. **UTA Board of Trustees**

The UTA Board of Trustees provides agency-wide governance and establishes the strategic plan for the agency.

2. **Executive Team**

The Executive Team sets agency-wide sustainability goals and empowers all other working groups with authority to act on behalf of the agency.

In addition to regular compliance responsibilities, each year the Executive Team sets strategic goals, some of which include UTA's sustainability efforts. Once identified, these are handed off to the Sustainability Steering Committee for development.

3. **Manager of Sustainability and Environmental Services**

Directs and manages UTA's sustainability program and associated budget, in addition to managing environmental planning and compliance services and associated budget for UTA.

4. **Sustainability Specialist**

Individual responsible for creating, implementing, and monitoring an agency-wide sustainability plan, and overseeing the Sustainability Steering Committee and Green Team.

5. **Sustainability Steering Committee**

Multi-disciplinary team, assigned by executive staff, who assist in the formation of UTA's sustainability plans alongside designated sustainability staff. With the goal of creating thorough and comprehensive sustainability objectives, committee members meet regularly to collaborate on the research, writing, and editing of UTA's sustainability plans and policies. This team is responsible for the Sustainability Report.

6. **Green Team**

Voluntary group of individuals agency-wide who help promote sustainable practices across the agency by creating and implementing sustainability projects and initiatives.

4) Cross-References.

- Corporate Policy 4.4.1 Environmental Protection Policy
- Corporate Policy 4.4.13 Vehicle Engine Idling
- UTA Agency Strategic Plan

This UTA Policy was reviewed by UTA's Chief Officers on 09/06/2023, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:

David Hancock

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David Hancock,
Chief Capital Services Officer
Accountable Executive

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:

70E33A415BA44F6...
Counsel for the Authority

History

Date	Action	Owner
	Board Approved – UTA.01.09 Sustainability	Chief Capital Services Officer
	Adopted – UTA.01.09 Sustainability	Chief Capital Services Officer



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): David Pitcher, Claims & Insurance Manager

TITLE:

UTA Policy - UTA.02.10 Authority to Settle Claims

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA.02.10 Authority to Settle Claims with updates to ensure Board Policy and UTA Policy are in alignment.

BACKGROUND:

The Authority to Settle Claims policy requires that the Board of Trustees approve all settlements of \$200,000 or more. In order to maintain transparency as a public agency and protect settlement strategy on these cases a change needed to be made to the existing policy.

DISCUSSION:

Table A of the existing Policy, which lists the claims settlement authority levels, was changed to allow staff to inform the Board of Trustees of potential settlements of \$200,000 or more and to answer questions from the Board when allowed in a closed session. The Executive Director would then be able to grant authority to move forward with settlement negotiations for \$200,000 or more with the understanding that any agreement to settle must still receive final approval from the Board of Trustees in a public meeting.

The procedure (AGCY.02.06, to be adopted concurrently) referred to in the updated policy explains how the Claims and Insurance Department will present pending settlements in closed session in order to discuss settlement strategy, and prior to receiving Board approval.

ALTERNATIVES:

If this policy is not adopted the current Corporate Policy 1.1.3 Authority to Settle Claims will remain in effect without changes, and will include Claims Settlement Authority at levels not consistent with UTA.02.02 Contracting Authority Policy.

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA.02.10 Authority to Settle Claims

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.10

AUTHORITY TO SETTLE CLAIMS

1) Purpose.

This Policy ("Policy") establishes authority for evaluating settlement offers and the levels for settling claims.

2) Definitions.

"Claim" means a demand for compensation for damages under UTA's self-insurance and corporate insurance program liabilities, including legal entitlements.

"Claims and Insurance Department" means the UTA department responsible for assessing the validity of claims, determining coverage and liability, and negotiating settlements.

"Closed Session" means a portion of a board meeting that is closed to the public and is intended for the discussion of confidential or sensitive matters as permitted by the Utah Open and Public Meetings Act.

"Owner Controlled Insurance Program" means the use of a centralized insurance program administered by UTA.

"Risk Management Program" means the organization's program to identify, assess, mitigate, and monitor potential risks to the agency.

"UTA" means Utah Transit Authority.

"UTA Representative" means a UTA employee listed in Table A.

3) Policy.

A. Review of Settlement Offers

1. All settlement offers for property and casualty claims received prior to litigation will be reviewed and processed by the Claims and Insurance Department.
2. All settlement offers for other types of disputes will be conveyed for review by the attorney advising on the dispute to the Manager, Director, Chief Officer or Executive Director responsible for the department in which the dispute arose.
3. If the attorney or UTA Representative evaluating the settlement offer believes rejecting the offer presents a substantial risk to the organization, the settlement offer may be presented to the Executive Director or the Board of Trustees pursuant to the Utah Open and Public Meetings Act.
4. Any UTA Representative responsible for reviewing settlement offers may delegate the task of reviewing settlement offers to another person or persons within that UTA Representative's department.

B. Authority to Settle Claims

1. Claims Against UTA.

Claims against UTA may be settled in accordance with the limitations set forth in Table A of this Policy.

2. Claims Against Third Parties.

The Claims and Insurance Department routinely investigates and processes claims for money or property owed to UTA. Claims against third parties will be settled for the amount of damage or loss at the Authority level established in Table A. If adjustment of this amount is necessary to settle the claim, authority to make the adjustment will be in accordance with the limitations set forth in Table A of this Policy.

3. Risk Financing.

Certain risk financing approaches, such as an Owner-Controlled Insurance Program, provide unique benefits to the Authority's Risk Management Program. Prior to the use of a risk financing approach, legal counsel will prepare a plan for managing it. The Executive Director will approve the plan before it is put into use.

4. Authority for Settlements Exceeding \$200,000.

Table A requires authority to settle any claim over \$200,000 to be approved by the Board of Trustees. In order to maintain the protected status of settlement negotiations while meeting the obligation as a public agency of being transparent, the Authority to Settle Claims Over \$200K procedure will be followed.

4) Cross-References.

- Board Policy 2.1 Financial Management
- Utah Code Title 52 Chapter 4 Utah Open and Public Meetings Act
- Utah Code Title 63A Chapter 7 Utah Governmental Immunity Act

This UTA Policy was reviewed by UTA's Chief Officers on 08/02/2023, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:

Viola Miller

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Viola Miller, Chief Financial Officer
Accountable Executive

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:

Mike Bell

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Counsel for the Authority

History

Date	Action	Owner
06/24/2004	Adopted – Corporate Policy 1.1.3 Authority to Settle Claims	
06/20/2018	Revised – Corporate Policy 1.1.3 Authority to Settle Claims	
	Rescinded – Corporate Policy 1.1.3 Authority to Settle Claims	Chief Financial Officer
	Board Approved – UTA.02.10 Authority to Settle Claims	Chief Financial Officer
	Adopted – UTA.02.10 Authority to Settle Claims	Chief Financial Officer

Table A

Claims Settlement Authority	Claims Settlement Authority Approve for:
Up to \$10,000.00	Claims Adjuster, Recovery Adjuster, Claims Administrator, Workers Compensation Claims Administrator, Director HR Business Partner, Labor Relations Officer
Up to \$35,000.00	Claims & Insurance Manager
Up to \$49,999.99	Chief Officer
\$50,000.00 to \$199,999.99	Executive Director
\$200,000 and over	After consultation with the Board of Trustees, the Executive Director may grant authority for settlement in an amount exceeding \$200,000 with the understanding that any negotiated settlement amount over \$200,000 must still receive final approval by the Board of Trustees.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Shaina Quinn, IMS Program Manager

TITLE:

Tooele County Microtransit Electrification Project

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

In partnership with Tooele County, the purpose of this project is to transition UTA Flex Route and Dial-a-Ride with UTA On Demand microtransit service to provide better coverage, increased access, and more flexibility for riders. In addition, UTA is replacing gasoline powered vehicles with electric vans and is installing electric charging stations. Capital costs are largely funded by a \$1.3 million FTA Low-No award, and this is UTA's first Software as a Service (SaaS) deployment.

DISCUSSION:

In August 2022, the Tooele County zone was launched as part of the UTA On Demand service expansion. The service is currently undergoing an active transition to an all-electric fleet. In July 2023, 10 Ford E-Transit electric ADA-accessible 6-passenger vans were delivered to Tooele County and are currently being tested in revenue service.

As part of the transition, 13 Level 2 overnight chargers have been installed and are operational. Construction work for the Level 3 fast chargers is in progress. The Level 3 fast chargers are expected to be operational in October 2023 with a total of 6 charging ports.

Project evaluation is scheduled to be completed in the spring of 2024, and it will mark the conclusion of the

entire project. The evaluation will likely provide valuable insights and outcomes about the success and effectiveness of the all-electric fleet transition.

PROJECT BENEFITS

UTA On-Demand microtransit service provides low-cost coverage service in rural areas, like Tooele County. This investment in microtransit software and a small fleet of all-electric microtransit vehicles is yielding remarkable results. One year after microtransit service launch, transit ridership in Tooele County has tripled from about 70 to 220 riders every day. The strategic environmental goal of this project is to support a better quality of life for Tooele County residents by converting to zero-emission vehicles for cleaner air. In the initial month of operation, these electric vans collectively reduced carbon dioxide emissions by 2.7 metric tons.

ALTERNATIVES:

N/A

FISCAL IMPACT:

This project is supported by capital project REV234 with an approximate total budget of \$1.7M, and a 5-year operating agreement with Tooele County for approximately \$1.0M annually. Each electric ADA-accessible van cost approximately \$90,000.

ATTACHMENTS:

None



Join Us for an Electrifying Event!

Tooele County UTA On Demand Electrification Launch
October 19, 2023 | Tooele County

Learn about our commitment to sustainability, reduced emissions, and improved transit accessibility in Tooele County.

Date: October 19, 2023

Time: 12:00 p.m. - 12:30 p.m.

Location: Tooele Senior Center, 59 East Vine, Tooele, Utah

Let's celebrate a cleaner, greener, and more efficient future for transit in Tooele County. Together, we can drive positive change and pave the way for a sustainable tomorrow.

If you have any questions or need further information, please feel free to contact Katie Matisohn at kmatisohn@rideuta.com.

Ample parking will be available on-site. Please follow event signage for directions.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director, Budget & Financial Strategy
Dan Hofer, Director Capital Assets and Project Controls

TITLE:

Tentative 2024 Budget

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Each year, the Authority is required to prepare an operating and capital budget for the succeeding year. After consultation with the Board of Trustees, and in accordance with the provisions of the Special Districts Act (§17B-1-702) and Public Transit District Act (§17B-2a-8), the Executive Director has prepared the 2024 Tentative Budget.

DISCUSSION:

Over the first half of 2023, the Board of Trustees and UTA staff reviewed 2023 program delivery, current operating environment including economic conditions, revenue projections, and the organization's strategic plan to support near and long-term public transportation needs in the region.

Using 2023 existing operating budgets as a starting point, the organization updated inflationary assumptions for labor, fuel and other expenses, eliminated one-time 2023 costs, and annualized the cost of mid-year budget adjustments (August 2023 service changes, technical budget adjustments, etc.). The resulting 2024 base budget or budget target was developed at the department and object of expenditure level.

Using the strategic plan and informed by discussions with the Board of Trustees, the organization built on the 2023 base with the selection of prioritized initiatives focused on:

- Quality of Life
- Customer Experience
- Organizational Excellence
- Community Support
- Economic Return

Simultaneously, the capital program development process revisited the existing 5-year capital plan, held a call for new projects, and prioritized the resulting list to select projects for consideration, culminating in a draft 5-year capital program.

The Board of Trustees held four budget work sessions in September and staff previewed existing projects and new projects being considered for inclusion in the 5-year Capital Plan. The Board also previewed the 2024 operating budget during the budget work sessions and provided feedback.

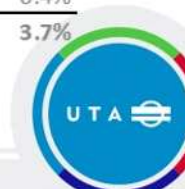
Like businesses across the state, UTA is experiencing significant recruitment and retention issues with its workforce - across all functions. The 2024 budget request includes funding to support recruitment and retention.

At the October 25, 2023, Board of Trustees meeting, UTA will present to the Board a resolution to adopt the 2024 Tentative Budget and set a public hearing date for November 1, 2023.

Summary information about the 2024 Tentative Budget is provided in the tables below. More detail will be provided in the 2024 Tentative Budget documentation that will be included in the resolution on October 25, 2023.

2024 UTA Operating Budget Expenses by Category

Category	FY 2023 Budget	FY 2024 Budget	Change	% Change
Wages	\$193,688,000	\$200,950,000	\$7,262,000	3.7%
Fringe	97,858,000	100,146,000	2,288,000	2.3%
Services	39,960,000	45,260,000	5,300,000	13.3%
Fuel/Power	35,623,000	35,490,000	(133,000)	-0.4%
Parts	23,447,000	25,488,000	2,041,000	8.7%
Utilities	6,189,000	7,371,000	1,182,000	19.1%
Other O&M	24,400,000	22,468,000	(1,932,000)	-7.9%
Capitalized Costs	(11,869,000)	(12,630,000)	(761,000)	6.4%
Total Budget	\$409,295,000	\$424,543,000	\$15,248,000	3.7%



2024 UTA Operating Budget Expenses by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	\$3,168,000	\$3,370,000	\$202,000	6.4%
Executive Director	6,023,000	6,414,000	391,000	6.5%
Operations	312,599,000	319,000,000	6,401,000	2.0%
Finance	17,461,000	19,726,000	2,265,000	13.0%
Capital Services	8,771,000	7,471,000	(1,300,000)	-14.8%
Planning & Engagement	18,817,000	22,821,000	4,004,000	21.3%
Enterprise Strategy	25,009,000	28,547,000	3,538,000	14.1%
People	12,487,000	11,914,000	(573,000)	-4.6%
Communication	3,962,000	4,279,000	317,000	8.0%
Non-Departmental	1,000,000	1,000,000	-	0.0%
Total Division	\$409,295,000	\$424,543,000	\$15,248,000	3.7%



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UTA FTE Summary 2023 Budget and 2024 Tentative Budget

FTE Summary by Office

Office	FY 2023 Budget	FY 2024 Budget	Change	% Change
Board	15.4	16.0	0.6	4.0%
Executive Director	32.0	31.5	(0.5)	-1.6%
Operations	2,334.2	2,311.7	(22.5)	-1.0%
Finance	124.0	134.0	10.0	8.1%
Capital Services	62.0	59.0	(3.0)	-4.8%
Planning & Engagement	81.2	84.2	3.0	3.7%
Enterprise Strategy	122.0	124.0	2.0	1.6%
Communications	15.0	16.5	1.5	10.0%
People	86.0	94.0	8.0	9.3%
Total FTE	2,871.8	2,870.9	(0.9)	0.0%



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2024-2028 Capital Plan Summary

UTAH TRANSIT AUTHORITY

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
Capital Services	\$180,438,000	\$275,072,000	\$228,033,000	\$168,750,000	\$228,986,000	\$1,081,279,000
Enterprise Strategy	8,050,000	14,328,000	6,274,000	3,398,000	2,875,000	34,925,000
Executive Director (Safety)	2,448,000	1,736,000	1,725,000	1,716,000	1,229,000	8,854,000
Finance	28,535,000	19,110,000	18,780,000	16,496,000	20,466,000	103,387,000
Operations	6,277,000	10,249,000	5,685,000	3,080,000	2,860,000	28,151,000
People	1,130,000	2,020,000	1,180,000	-	-	4,330,000
Planning & Engagement	3,555,000	3,444,000	1,675,000	1,149,000	1,149,000	10,972,000
Grand Total	\$230,433,000	\$325,959,000	\$263,352,000	\$194,589,000	\$257,565,000	\$1,271,898,000



ALTERNATIVES:

The Board may direct staff to provide revisions to the proposed Tentative Budget that will be presented for adoption on October 25, 2023.

FISCAL IMPACT:

The proposed 2024 Tentative Budget and supporting 5-year Financial Plan are financially constrained with all required reserves fully funded.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 10/11/2023

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

TITLE:

**Strategy Session to Discuss Collective Bargaining
AND
Pending or Reasonably Imminent Litigation**

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining AND pending or reasonably imminent litigation

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
- Strategy session to discuss pending or reasonably imminent litigation