



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, June 9, 2021**

**9:00 AM**

**Frontlines Headquarters**

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

In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically.
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see below) or by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- Public Comment may be given live during the meeting. See instructions below.
  - o Use this WebEx link and follow the instructions to register for the meeting (you will need to provide your name and email address)  
<https://rideuta.webex.com/rideuta/onstage/g.php?MTID=e9ad590b9edf1932006e4a75b76ef4953>
  - o Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
  - o Sign on 5 minutes prior to the meeting start time
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, June 8th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [calldredge@rideuta.com](mailto:calldredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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|---|---------------------------|
| <b>1. Call to Order and Opening Remarks</b>       | Chair Carlton Christensen |
| <b>2. Safety First Minute</b>                     | Sheldon Shaw              |
| <b>3. Public Comment</b>                          | Chair Carlton Christensen |
| <b>4. Consent</b>                                 | Chair Carlton Christensen |
| a. Approval of May 26, 2021 Board Meeting Minutes |                           |

**5. Reports**

- a. Agency Report Carolyn Gonot
- b. Financial Report - April 2021 Bill Greene  
Brad Armstrong

**6. Resolutions**

- a. Resolution R2021-06-01 - Approving the First Amendment to the Authority's 2021 Capital Budget Bill Greene  
Mary DeLoretto
- b. Resolution R2021-06-02 - Approving the Title VI Equity Briefing Andrew Gray
- c. Resolution R2021-06-03 Adopting the Fare Rates and Types of Fare Media of the Agency Monica Morton
- d. Resolution R2021-06-04 Authorizing Execution of an Interlocal Cooperation Agreement (ILA) with Salt Lake County, the Utah Division of Air Quality, and the University of Utah to Install Air Monitoring Equipment on Electric Buses Hal Johnson  
Daniel Locke
- e. Resolution R2021-06-05 Approving the Execution of an Interlocal Agreement (ILA) with West Valley City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement Mary DeLoretto  
Grey Turner

**7. Contracts, Disbursements and Grants**

- a. Contract: SD100 Door Overhaul Parts Procurement (Vapor Stone Rail Systems and Hydraulic Electric Component Supply, Inc.) Mary DeLoretto  
David Hancock
- b. Change Order: Master Stray Current Monitoring Agreement Amendment (Dominion Energy) Mary DeLoretto  
David Hancock
- c. Change Order: Long Term Disability Insurance Extension (Lincoln National Life Insurance Co) Kim Shanklin
- d. Change Order: Life Insurance Contract Extension - Bargaining Employees (Lincoln National Life Insurance Co) Kim Shanklin
- e. Change Order: Transportation and Land Use Connection (TLC) Program Cooperative Agreement - Amendment #1 (WFRC) Nichol Bourdeaux  
G.J. LaBonty

- f. Pre-Procurements
  - Police Cruisers
  - Talent & Culture Development Consultant

Todd Mills  
Jason Petersen  
Alisha Garrett

**8. Service and Fare Approvals**

- a. Fare Contract: Ed Pass Agreement Amendment No. 2 (Charter School Consortium)
- b. Fare Contract: Pass Purchase and Administration Agreement Modification No. 1 (Westminster College)
- c. Fare Contract: ECO Trip Rewards Trip Based Agreement Amendment No. 1 (Salt Lake City Corporation)
- d. Promotional Fare Request: Explore More Transit Passport

Kensey Kunkel  
Kensey Kunkel  
Kensey Kunkel  
Megan Waters  
Kensey Kunkel

**9. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, June 23, 2021 at 9:00 a.m.

**10. Adjourn**

Chair Carlton Christensen



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

Board of Trustees

Date: 6/9/2021

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### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

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

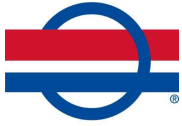
1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on May 12, 2021, and is effective until midnight on June 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 7<sup>th</sup> day of May 2021.

DocuSigned by:  
  
9F729E1F2C18AAG...

Carlton J. Christensen, Chair of the Board of Trustees



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 6/9/2021

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

**TITLE:**

Approval of May 26, 2021 Board Meeting Minutes

<b>AGENDA ITEM TYPE:</b>	Minutes
<b>RECOMMENDATION:</b>	Approve the minutes of the May 26 2021 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, May 26, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="https://www.utah.gov/pmn/sitemap/notice/678933.html">Utah Public Notice Website &lt;https://www.utah.gov/pmn/sitemap/notice/678933.html&gt;</a> and video feed is available through the UTA Board Meetings page - <a href="https://www.rideuta.com/Board-of-Trustees/Meetings">https://www.rideuta.com/Board-of-Trustees/Meetings</a>
<b>ATTACHMENTS:</b>	1) 2021-05-26_BOT_Minutes_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, May 26, 2021**

**9:00 AM**

**Frontlines Headquarters**

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This meeting was held remotely via phone or video conference and broadcast live for the public via the link and instructions on the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>

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

Also participating were members of UTA staff and external presenters.

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

Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

Chair Christensen highlighted one of the art winners of My BeUTAHful Community Student Art Competition.

#### **2. Safety First Minute**

Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

#### **3. Public Comment**

Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. It was also noted that online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix B to these minutes.

#### **4. Consent**

##### **a. Approval of May 12, 2021 Board Meeting Minutes**

A motion was made that the May 12, 2021 Board Meeting Minutes be approved. The motion carried by a unanimous vote.

**5. Reports****a. Agency Report**

Carolyn Gonot, UTA Executive Director, reported on a promotional ticket as fare request that works with community festivals. A special event pass agreement will be made with event hosts who meet the required criteria. This item will be brought back to a future board meeting with greater detail.

Trustee Holbrook asked a question about how events are chosen. Ms. Gonot responded. Discussion ensued.

**b. Pension Committee Report**

Trustee Acerson reported on the Pension Committee meeting, noting positive changes in assets, contributions, benefits, expenses, and returns. Liability has decreased and UTA's pension is in line to be fully funded by 2034. Next steps for the pension committee include:

- The publication of the certified 2021 valuation report based on identified assumptions.
- Considering optimal administrative timing for a potential update to the plan's actuarial equivalence interest rate assumption.
- Reviewing the "100% funded ratio by 2034" target funding policy adopted by the Board in 2013.

Bill Greene, UTA CFO, remarked that the target funding policy that was adopted in 2013 will be reviewed.

Discussion with the Board ensued. Chair Christensen asked if upcoming retirements were taken into account in the actuarial assumptions. Trustee Acerson responded.

**c. Safety and Security Report - Utah State Safety Oversight Program**

Mr. Shaw introduced the program and Jim Golden, UDOT State Safety Oversight (SSO) Program Manager. Mr. Golden reported that the SSO program is required by the Federal Transit Association (FTA) and covers TRAX light rail, and the Sugarhouse Streetcar. Oversight activities conducted by UDOT staff and contractors in the SSO program include:

- Regularly meeting with UTA staff
- Conducting scheduled audits and as-needed special assessments
- Approving primary UTA safety and emergency preparedness documents
- Adopting UTA investigations of accidents, incidents, and hazards
- Verifying UTA progress in correcting safety deficiencies

In October 2020, UDOT conducted an annual audit of UTA's hours of service. The one finding from the audit was closed in February 2021. UDOT tracked 43 UTA safety event investigations in 2020 that met UDOT or FTA mandated reporting criteria. Many of those events involved automobiles making illegal left turns into or in front of trains. UTA and UDOT are collaborating to find ways to prevent these accidents from happening.

The FTA conducted its triennial audit of the UDOT oversight program in July of 2019, and in December of 2020 two findings were released. Both findings have been fully addressed and received by the FTA.

The board asked questions about the left turn accidents and other patterns that have been observed. Mr. Golden responded. Discussion ensued.

**6. Resolutions****a. Resolution R2021-05-01 Granting Contract and Expenditure Authority for Parts Inventory Purchases**

Troy Bingham, UTA Comptroller, presented the list of vendors who work with UTA on a bid-by-bid basis. This resolution gives authority for UTA to continue the practice to bid out parts for inventory and allowing for the disbursement of \$200,000.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

**b. Resolution R2021-05-02 Delegating Approval Authority for Certain Described Task Orders Under the On-Call Task Ordering Maintenance and Repair Contract (UTA-20-03349VW) for 2021**

Mary DeLoretto, UTA Chief Service Development Officer, introduced the resolution and turned the time over to Dave Hancock, UTA Director of Capitol Construction. Mr. Hancock gave background on the contract with Stacey and Witbeck, LLC. This resolution will allow the Executive Director to approve the following task orders for anticipated tasks at prices no greater than the not to exceed amount:

- Six light rail curve replacements at south stadium, north stadium, and Mario Capecchi for \$2,700,000,
- Operator relief rooms at 3900 S. Wasatch Blvd. and University Medical Center for \$434,000,
- Gap filler on FrontRunner stations for \$1,000,000,
- Grade crossing replacements on Winchester Avenue and 3200 West for \$350,000 each,
- Grade crossing replacement on 8120 South for \$250,000.

Discussion ensued with the Board. Trustee Holbrook asked a question on the pricing. Mr. Hancock responded.

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

**7. Contracts, Disbursements and Grants**

**a. Contract: Maintenance-of-Way Replacement Vehicles (Ken Garff West Valley Ford)**

Mr. Hancock informed the Board that this contract is to replace 15 non-revenue service vehicles for the MOW department in the amount of \$530,690.

The Board asked if the vehicles were in stock. Mr. Hancock responded. Discussion ensued.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

**b. Contract: Bus Real Time Digital Signage Equipment (Daktronics)**

G.J. LaBonty, UTA Acting Planning Director, presented the contract to purchase the hardware for 23 digital electronic signs from Daktronics Inc. to be used at eight different UTA bus hub locations. The amount of this contract is \$311,945. This is a three year agreement with the option of two one-year extensions with an additional 100 signs. The purchase of additional signs will come back for board approval if cost thresholds apply.

The Board asked a question about the sign hardware and additional locations using signage. Mr. LaBonty responded. Discussion ensued.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

**c. Contract: iDEN Radio System Repair and Maintenance (DCTech Inc.)**

Dan Harmuth, UTA IT Director, introduced Kyle Brimley, UTA Manager of Information Technology Bus and Rail Communications. Mr. Brimley informed the Board that this contract is to approve and authorize the Executive Director to execute and repair the maintenance contracts and associated disbursements for the maintaining of the UTA system with DCTech, Inc for a total not to exceed \$832,660. This is two year contract with three years of option to renew.

The Board asked questions about the procurement of the service. Mr. Brimley responded. Discussion ensued.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

**d. Contract: Panasonic Toughbook Android Tablet Purchase (Mobile Concepts Technology, LLC)**

Mr. Harmuth introduced the contract to request the purchase of 220 Panasonic Toughbook Android Tablets for \$419,980. The funds are coming from a previously approved project. The data device software was developed and tested in nine Trax cars over the past few months and everything has worked well. The request is to now equip all Trax cars.

Chair Christensen asked a question on how the product was chosen. Mr. Hancock responded.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this Procurement Contract/Change Order be approved. The motion carried by a unanimous vote.

e. **Contract: FrontRunner Forward Program Management Services (Kimley-Horn)**

Ms. DeLoretto introduced the contract to authorize the Executive Director to execute a three year contract with Kimley-Horn for the FrontRunner Forward Program Management Services. For the first year of this contract the amount is a fixed price and not to exceed value of \$4,835,137. It was a competitive procurement resulting in a three year contract with price negotiations happening each year. There are also two one year options available. Ms. DeLoretto turned the time over to Janelle Robertson, UTA Project Manager. Ms. Robertson provided details of the project management system contract.

Chair Christensen asked a question about Kimley-Horn. Ms. Robertson and Ms. Gonot responded. Discussion ensued.

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

f. **Change Order: Point of the Mountain Transit Design and Environmental Services (Parametrix Consult, Inc.)**

Ms. DeLoretto introduced the change order for Parametrix Consulting, Inc., who has been on contract to do the transit study for the project. The project is now ready to move on to the next phase of environmental services. This change order is in the amount of \$3,462,678 to complete that effort. The contract has been extended to June of 2023. Ms. DeLoretto turned the time over to Patti Garver, UTA Manager of Environmental and Grant Services. Ms. Garver summarized the details and parameters of the environmental services study.

The Board asked questions about the budget and the environmental process. Ms. Garver responded. Discussion ensued.

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

**8. Service and Fare Approvals**

a. **Fare Contract: Ed Pass Agreement Modification No. 1 (Mountainland Technical College)**

Kensy Kunkel, UTA Manager of Business Development, presented the modification to the education pass agreement with Mountainland Technical College (MTech), which is in its third year of its three year agreement. MTech provides premium passes to its students, faculty, and staff. The contract is set to expire on July 31, 2021. Ms. Kunkel recommends extending the contract for one additional year with the current pricing.

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

**b. Fare Contract: Ed Pass Agreement Modification No. 1 (Ensign College)**

Ms. Kunkel presented the modification to the education pass agreement with Ensign College, formerly LDS Business College, which is in its third year of its three year agreement. Ensign College provides 3300 premium passes to its students, faculty, and staff. The contract is set to expire on July 31, 2021. Ms. Kunkel recommends extending the contract for one additional year with the current pricing.

Chair Christensen asked a question about the number of passes used for Ensign College. Ms. Kunkel responded.

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

**c. Fare Contract: Hive Pass Purchase and Administration Agreement Amendment No. 2 (Salt Lake City Corporation)**

Ms. Kunkel presented the hive pass contract which gives Salt Lake City residents a discounted monthly transit pass. The price of the pass is \$68 of which Salt Lake City pays \$26. The current agreement expires on June 30, 2021, but this agreement extends it for one additional year. Revenue from this agreement is estimated to be between \$408,000 to \$510,000 and is based on sales in contract year 2021.

Chair Christensen asked a question about different pass options for Salt Lake City. Ms. Kunkel responded.

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

Chair Christensen called for a break at 10:29 am.

The meeting resumed at 10:41 am. Chair Christensen noted the news of the shooting at the Santa Clara Valley Transportation Authority and expressed sympathy.

**9. Discussion Items****a. Depot District Clean Fuels Technology Center Project Update**

David Osborn, UTA Project Manager, presented that phase one and two of the project is completed. Phase 3 is currently under construction which includes the maintenance and administration building and bus parking. Mr. Osborn noted the current economic difficulty of procuring materials. Future phases are projected to be completed by spring of 2023. Mr. Osborn informed the Board that the final project cost is estimated to be \$95,000,000.

The Board asked questions about the cement forms, budgets on future phases, and long range estimates. Mr. Osborn responded. Discussion ensued.

**b. 2020-2021 Ski Service Report**

Eddy Cumins, UTA Chief Operating Officer, reported that system-wide there are seven routes serving seven resorts with 60 operating ski buses. Due to COVID-19 the ski bus routes were impacted negatively by almost 32%. The Ogden ski service has three routes: route 674 running from Ogden to Powder Mountain, route 675 running from Ogden to Snowbasin, and route 677 running from Layton to Snowbasin. There are 12 operating ski buses, and the overall service unit was down 53%. The Salt Lake ski service has three routes: route 953 running from Midvale Ft Union to Snowbird/Alta, route 972 running from Bingham Junction to Solitude/Brighton, and route 994 running from Historic Sandy Station to Snowbird/Alta. There are 38 operating ski buses, and the overall service unit was down 28%. The Timpanogos ski service has one route, route 880, running from Orem to Sundance. There are 3 operating ski buses, and the overall ridership was down 26%.

The Board asked questions about ski resort registration affecting UTA ridership, extra buses, snow levels, traffic management, and weather projection. Mr. Cumins and Lorin Simpson, UTA Regional General Manager of the Salt Lake Business Unit, responded. Discussion ensued.

**c. Customer Benchmark Survey Report - 2020b**

Andrea Packer, UTA Communications Director, introduced Jen Riley and Mandy Walsh of R&R Partners. Ms. Packer presented that the process of the benchmark survey includes focus groups, surveys, strategy, message development, and campaign planning and execution. The research objectives of the survey are designed to guide communications and marketing strategy by assessing:

- Overall public perception of UTA as an organization
- Public perception of UTA services
- High-level indicators of why people ride/don't ride
- Broad indicators of potential motivators to ride
- Where people look for information about riding UTA
- Impact of the COVID-19 pandemic on use of UTA services

Ms. Riley reported that research highlights include:

- Riders who ceased use due to COVID-19 did so because UTA stopped being necessary during the pandemic - many commuters transitioned to a work-from-home setup; events were canceled; school went virtual; and businesses closed.
- While some residents say there's nothing UTA can do to make them feel safe riding during the pandemic, others desired masks, regular sanitizing and social distancing - efforts UTA proactively implemented during the pandemic.
- Despite the challenging year, UTA saw an increase in key metrics over five years.

Ms. Walsh reported that the focus group showed that among non-riders there is a moderate familiarity, a negative perception of UTA, and feel that the service is inconvenient. COVID-19 lapsed riders showed a positive perception of UTA who only ceased riding due to a shift in work needs during the pandemic and would go back to riding UTA if they had a reason to do so. Current riders also showed a positive perception of UTA, but have desires for more or improved services, and have mixed perceptions on the safety of riding transit during the pandemic.

Ms. Packer reported that the telephone survey showed that while just over half of those surveyed indicate some level of concern with riding during the pandemic, most want to know that COVID-19 guidelines are being followed. The survey also showed that despite a challenging year, UTA's favorability scores remained level, and residents' opinion of UTA held steady. The few who are negative tend to say it's due to COVID-19 safety concerns. Despite a challenging year, UTA saw an increase in most key metrics over the last five research waves. Increasing coverage and expanding service hours are the options most likely to encourage use of UTA services. Perception of UTA services has held steady, with bus leveling out after a multi-year increase. UTA's website is the clear preference for seeking information about UTA services.

Ms. Riley reported on the spring 2021 messaging strategy:

- Launched "Forged" on March 3, 2021, a 12-week broadcast and digital

campaign reinforcing safety and UTA's dedication to providing clean, reliable transportation along the Wasatch Front.

- Reassured the public by reinforcing operational safety measures (mask requirement, cleaning protocol, social distancing, etc.) through social, website and Rider Insider email communications.
- Followed up with a pulse survey in April 2021.

Ms. Riley reported that the online pulse survey from April 2021 showed that about 7 in 10 people have favorable impressions of UTA, that, compared to December, more residents have seen messaging about what UTA is doing to keep riders safe, residents tend to agree UTA is reliable, safe and easy, and that UTA is mainly seen as being good for students, the community, and the environment. UTA is holding steady or improving in all metrics that were tested.

The Board asked questions on if race, gender, and age were considered in the surveys, on the recovery webpage, the non-rider group's responses, and follow up on the survey response. Ms. Packer, Ms. Walsh, and Ms. Riley responded. Discussion ensued.

#### **10. Other Business**

- a. Next Meeting: Wednesday, June 9th, 2021 at 9:00 a.m.

#### **11. Closed Session**

- a. **Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that the board move to Closed Session. The motion carried by a unanimous vote.

#### **12. Open Session**

A motion to return to open session was made and seconded and the motion carried unanimously. The board returned to open session.

#### **13. Adjourn**

A motion to adjourn was made by Trustee Holbrook, and seconded by Trustee Acerson, The motion carried unanimously and the meeting adjourned.

Transcribed by Stephanie Withers  
Executive Assistant to the Board Chair

*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/pmnsitemap/notice/678933.html> or <https://rideuta.com/Board-of-Trustees/Meetings> for entire content.*

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

**Appendix A****UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION**

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

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities continue to encourage institutions and individuals to limit in-person interactions.

This written determination takes effect on May 12, 2021, and is effective until midnight on June 11, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 7th day of May 2021.

Carlton J. Christensen, Chair of the Board of Trustees

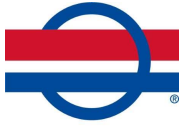
**Appendix B****Received on May 25, 2021 from George Chapman:**

May 26 UTA Board of Trustees meeting comments

Please use some of the federal funds or the \$350 + million in the bank to implement/test/try a \$1 bus fare. People who HAVE TO use mass transit to get to work are suffering. A \$1 fare would go a long way to helping them and creating a lot of good will for UTA.

Spending the cash (so much that the Legislature just passed a bill for you to use mostly cash for double tracking) on projects will create a perception that UTA puts bus service at the bottom of the UTA priority list. And a \$1 bus fare will decrease the temptation to buy a car, probably an old and polluting car.

What will it take to implement a UTA \$1 bus fare?



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 6/9/2021**

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**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**TITLE:**

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**Agency Report**

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<b>AGENDA ITEM TYPE:</b>	Report
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 6/9/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Brad Armstrong, Senior Manager Budget & Financial Analysis

**TITLE:**

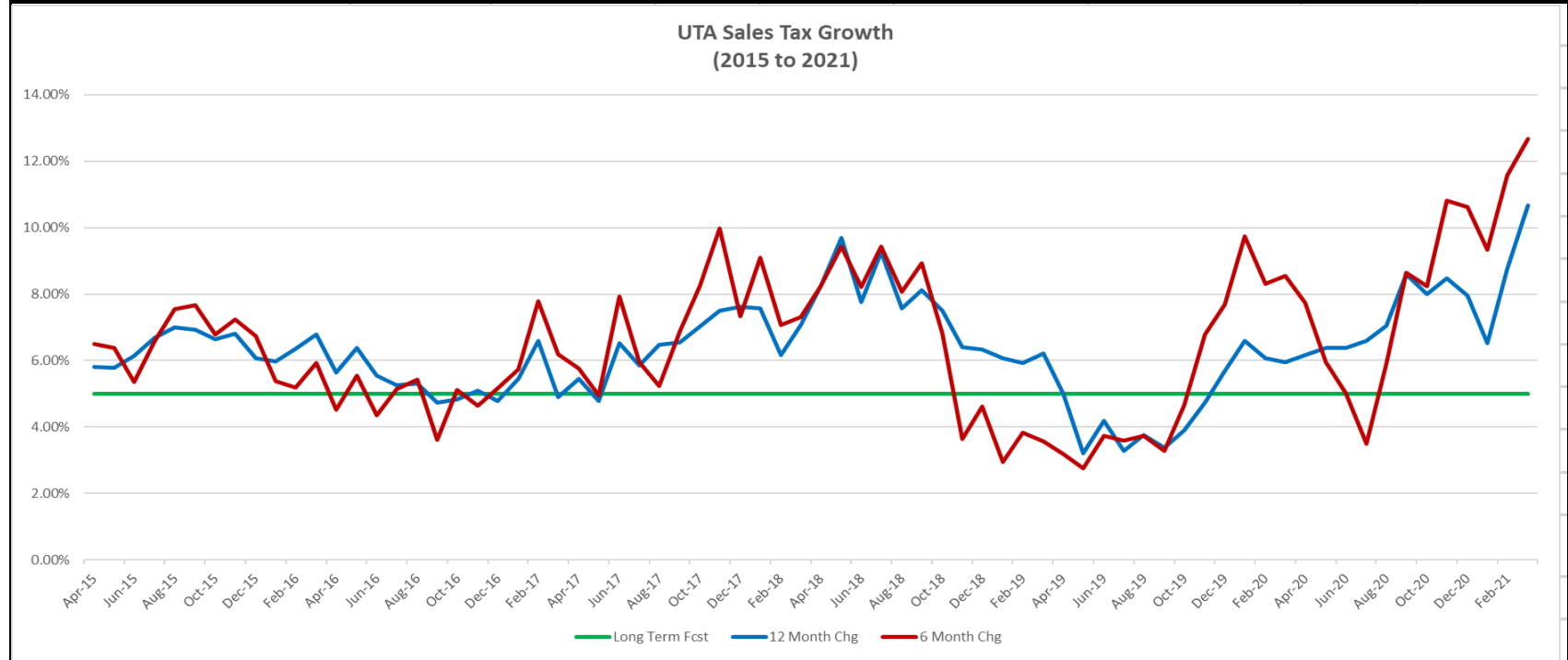
Financial Report - April 2021

<b>AGENDA ITEM TYPE:</b>	Report
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	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 April 2021 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 April 2021 Monthly Financial Statements.
<b>DISCUSSION:</b>	At the June 9, 2021 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.
<b>ALTERNATIVES:</b>	n/a
<b>FISCAL IMPACT:</b>	n/a
<b>ATTACHMENTS:</b>	1. April 2021 Board Dashboard 2. April 2021 Monthly Financial Statements

# UTA Board Dashboard

April 2021

Financial Metrics	Apr		Fav/ (Unfav)		YTD		Fav/ (Unfav)	
	Actual	Budget		%	Actual	Budget		%
Sales Tax (Mar '21 mm \$)	\$ 38.7	\$ 30.5	\$ 8.17	26.8%	\$ 94.6	\$ 82.0	\$ 12.63	15.4%
Fare Revenue (mm)	\$ 2.2	\$ 2.4	\$ (0.20)	-8.4%	\$ 9.8	\$ 10.4	\$ (0.53)	-5.1%
Operating Exp (mm)	\$ 24.3	\$ 26.6	2.24	8.4%	\$ 99.7	\$ 107.2	\$ 7.51	7.0%
Subsidy Per Rider (SPR)	\$ 12.27	\$ 15.06	\$ 2.79	18.5%	\$ 13.05	\$ 15.06	\$ 2.01	13.3%
UTA Diesel Price (\$/gal)	\$ 2.21	\$ 2.25	\$ 0.04	1.7%	\$ 2.13	\$ 2.25	\$ 0.12	5.4%
Operating Metrics	Apr Actual	Apr-20	F/(UF)	%	YTD Actual	YTD 2020	F/(UF)	%
Ridership (mm)	1.80	1.20	0.6	49.8%	6.89	11.39	(4.5)	-39.5%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.96					

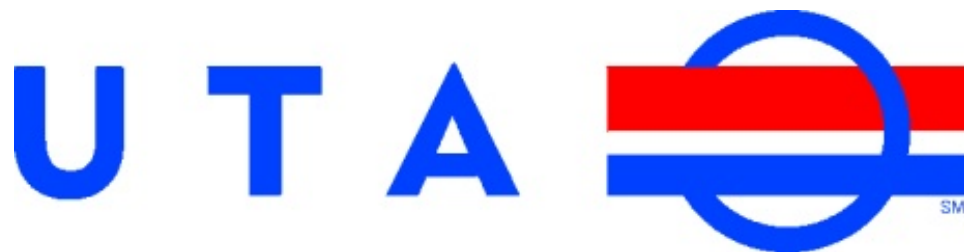


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

April 30, 2021



	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (10,216,909)	\$ (10,794,000)	\$ (577,091)	-5%
2 Operating Expenses	99,653,447	107,164,241	7,510,794	7%
3 Net Operating Income (Loss)	<u>(89,436,538)</u>	<u>(96,370,241)</u>	<u>6,933,703</u>	<u>7%</u>
4 Capital Revenue	(14,366,693)	(15,758,827)	(1,392,134)	-9%
5 Capital Expenses	19,961,263	21,301,565	1,340,303	6%
6 Net Capital Income (Loss)	<u>(5,594,569)</u>	<u>(5,542,738)</u>	<u>(51,831)</u>	<u>-1%</u>
7 Sales Tax	(112,525,554)	(108,062,933)	4,462,621	4%
8 Other Revenue	(60,514,549)	(62,325,667)	(1,811,118)	-3%
9 Debt Service	30,660,977	30,172,389	(488,588)	-2%
10 Sale of Assets	277,320	-	(277,320)	
11 Net Non-Operating Income (Loss)	<u>142,101,806</u>	<u>140,216,210</u>	<u>1,885,596</u>	<u>1%</u>
12 Contribution to Cash Balance	<u>\$ 47,070,699</u>	<u>\$ 38,303,231</u>	<u>\$ 8,767,467</u>	<u>23%</u>
13 Amortization	(54,184)			
14 Depreciation	45,318,436			
15 Total Non-cash Items	<u>\$ 45,264,252</u>			

STATISTICS

RIDERSHIP

2021 Actual	April 2021	April 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	1,792,274	1,200,988	591,286	6,888,287	11,394,674	(4,506,387)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 99,653,447
18 Less: Passenger Revenue	(9,827,823)
19 Subtotal	89,825,624
20 Divided by: Ridership	÷ 6,888,287
21 Subsidy per Rider	<u>\$ 13.04</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of April 30, 2021

EXHIBIT 1-2

**BALANCE SHEET**

	<u>4/30/2021</u>	<u>4/30/2020</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 13,400,872	\$ 16,310,540
2 Investments (Unrestricted)	239,557,229	92,710,837
3 Investments (Restricted)	164,131,139	212,631,913
4 Receivables	70,475,833	54,744,660
5 Receivables - Federal Grants	34,990,847	42,918,209
6 Inventories	33,886,105	36,653,575
7 Prepaid Expenses	1,140,917	931,344
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 557,582,942</u></b>	<b><u>\$ 456,901,078</u></b>
9 Property, Plant & Equipment (Net)	2,906,219,818	2,916,099,047
10 Other Assets	147,411,993	153,996,746
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,611,214,753</u></b>	<b><u>\$ 3,526,996,871</u></b>
12 Current Liabilities	89,985,231	\$ 91,815,844
14 Net Pension Liability	97,186,891	103,864,839
15 Outstanding Debt	2,441,815,832	2,483,231,372
16 Net Investment in Capital Assets	677,257,258	
17 Restricted Net Position	71,182,645	
18 Unrestricted Net Position	233,786,896	848,084,816
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,611,214,753</u></b>	<b><u>\$ 3,526,996,871</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 67,349	\$ 33,283,162
21 2010/2015 Bond DSR Proceeds	2,074,738	
22 2018 Bond Proceeds	15,810,714	27,400,419
23 2019 Bond Proceeds	66,184,235	71,413,446
24 Debt Service Interest Payable	60,600,463	53,171,530
25 Risk Contingency Fund	8,029,347	7,892,553
26 Box Elder County ROW (sales tax)	4,162,337	6,858,071
27 Joint Insurance Trust	-	7,083,464
28 Davis County Escrow	754,524	1,145,027
29 SL County Escrow	60,961	332,628
30 Amounts held in escrow	6,386,471	4,051,613
<b>31 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 164,131,139</u></b>	<b><u>\$ 212,631,913</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
32 General Reserves	\$ 58,778,000	\$ 54,421,377
33 Service Sustainability Reserves	9,796,000	9,600,000
34 Capital Reserve	44,338,000	15,000,000
35 Debt Reduction Reserve	30,000,000	30,000,000
<b>36 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 142,912,000</u></b>	<b><u>\$ 109,021,377</u></b>
<b>37 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 307,043,139</u></b>	<b><u>\$ 321,653,290</u></b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of April 30, 2021

REVENUE & EXPENSES

	ACTUAL Apr-21	ACTUAL Apr-20	YTD 2021	YTD 2020
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ 2,238,675	\$ 1,428,048	\$ 9,827,823	\$ 14,257,371
2 Advertising Revenue	90,000	208,333	389,086	833,333
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ 2,328,675</b>	<b>\$ 1,636,381</b>	<b>\$ 10,216,909</b>	<b>\$ 15,090,704</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 8,291,932	\$ 8,518,327	\$ 35,713,160	\$ 35,516,334
5 Commuter Rail	1,746,884	1,795,542	7,241,141	7,598,880
6 Light Rail	3,104,902	2,974,832	12,447,495	11,940,279
7 Maintenance of Way	1,490,825	1,531,064	6,628,067	6,266,302
8 Paratransit Service	1,858,961	1,670,826	7,626,563	7,380,585
9 RideShare/Van Pool Services	233,617	173,906	988,645	934,742
10 Microtransit	139,265		407,944	
11 Operations Support	4,364,339	3,930,999	17,061,618	15,877,962
12 Administration	2,632,878	3,027,438	9,997,354	10,482,938
13 Planning/Capital Development/Real Estate	450,621	444,472	1,541,460	1,550,610
14 Non-Departmental	-		-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 24,314,224</b>	<b>\$ 24,067,406</b>	<b>\$ 99,653,447</b>	<b>\$ 97,548,632</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (21,985,549)</b>	<b>\$ (22,431,025)</b>	<b>\$ (89,436,538)</b>	<b>\$ (82,457,928)</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(134,448)	(413,744)	(324,447)	(1,593,127)
18 Sales Tax Revenue	(28,950,236)	(12,957,536)	(112,525,554)	(96,492,764)
19 Other Revenue	(455,588)	(593,112)	(2,326,318)	(2,720,465)
20 Fed Operations/Preventative Maint. Revenue	(19,489,694)	(23,578,317)	(57,863,784)	(38,616,991)
21 Bond Interest	7,422,741	8,111,752	29,536,503	31,715,875
22 Bond Interest UTCT	162,442	167,540	649,672	662,497
23 Bond Cost of Issuance/Fees	40,500	120,756	57,100	895,073
24 Lease Interest	102,729	755,446	417,702	2,920,544
25 Sale of Assets	7,516,056	(41,234)	277,320	(72,670)
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (33,785,498)</b>	<b>\$ (28,428,449)</b>	<b>\$ (142,101,806)</b>	<b>\$ (103,302,028)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 11,799,949</b>	<b>\$ 5,997,424</b>	<b>\$ 52,665,268</b>	<b>\$ 20,844,100</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(378,378)	(385,187)	(1,499,567)	(2,911,749)
28 Bond Refunding Cost Amortization	293,695	274,239	1,174,778	1,733,690
29 Future Revenue Cost Amortization	67,576	67,577	270,605	270,305
30 Depreciation	1,899,255	11,186,357	45,318,436	45,328,821
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 1,882,148</b>	<b>\$ 11,142,986</b>	<b>\$ 45,264,252</b>	<b>\$ 44,421,067</b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-4

As of April 30, 2021

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Apr-21	Apr-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,238,675)	\$ (2,443,000)	\$ (204,325)	-8%
2 Advertising Revenue	(90,000)	(110,000)	(20,000)	-18%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,328,675)</b>	<b>\$ (2,553,000)</b>	<b>\$ (224,325)</b>	<b>-9%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 8,291,932	\$ 9,103,397	\$ 811,465	9%
5 Commuter Rail	1,746,884	2,057,952	311,068	15%
6 Light Rail	3,104,902	3,363,742	258,840	8%
7 Maintenance of Way	1,490,825	1,623,934	133,109	8%
8 Paratransit Service	1,858,961	1,994,146	135,185	7%
9 RideShare/Van Pool Services	233,617	303,713	70,096	23%
10 Microtransit	139,265	228,828	89,563	39%
11 Operations Support	4,364,339	4,447,587	83,248	2%
12 Administration	2,632,878	2,952,141	319,263	11%
13 Planning/Capital Development/Real Estate	450,621	475,997	25,376	5%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 24,314,224</b>	<b>\$ 26,551,437</b>	<b>\$ 2,237,213</b>	<b>8%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (21,985,549)</b>	<b>\$ (23,998,437)</b>	<b>\$ 2,012,888</b>	<b>8%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (134,448)	\$ (400,583)	\$ (266,135)	-66%
18 Sales Tax Revenue	(28,950,236)	(26,099,013)	2,851,223	11%
19 Other Revenue	(455,588)	(888,583)	(432,995)	-49%
20 Fed Operations/Preventative Maint. Revenue	(19,489,694)	(14,292,250)	5,197,444	36%
21 Bond Interest	7,422,741	7,264,797	(157,944)	-2%
22 Bond Interest UTCT	162,442	163,966	1,524	1%
23 Bond Cost of Issuance/Fees	40,500	6,500	(34,000)	-523%
24 Lease Interest	102,729	101,102	(1,627)	-2%
25 Sale of Assets	7,516,056	-	(7,516,056)	
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (33,785,498)</b>	<b>\$ (34,144,065)</b>	<b>\$ (358,567)</b>	<b>-1%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 11,799,949</b>	<b>\$ 10,145,628</b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

EXHIBIT 1-4A

As of April 30, 2021

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	Apr-21	Apr-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 234,029	\$ 239,887	\$ 5,858	2%
2 Executive Director	728,049	657,569	(70,480)	-11%
3 Chief Planning and Engagement Officer	672,222	799,951	127,729	16%
4 Chief Finance Officer	1,048,960	1,058,838	9,878	1%
5 Chief Operating Officer	19,383,514	21,156,494	1,772,980	8%
6 Chief People Officer	534,558	670,420	135,862	20%
7 Chief Development Officer	363,793	370,095	6,302	2%
8 Chief Enterprise Strategy Officer	1,349,099	1,598,183	249,084	16%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 24,314,224</u>	<u>\$ 26,551,437</u>	<u>\$ 2,237,213</u>	8%

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	Apr-21	Apr-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 845,940	\$ 921,787	\$ 75,847	8%
2 Executive Director	2,287,142	2,630,276	343,134	13%
3 Chief Planning and Engagement Officer	2,370,890	3,332,541	961,651	29%
4 Chief Finance Officer	3,960,265	4,309,658	349,393	8%
5 Chief Operating Officer	81,167,597	84,671,227	3,503,630	4%
6 Chief People Officer	2,297,727	2,660,596	362,869	14%
7 Chief Development Officer	1,249,222	1,480,080	230,858	16%
8 Chief Enterprise Strategy Officer	5,474,664	6,611,243	1,136,579	17%
9 Non-Departmental	-	546,833	546,833	100%
10 TOTAL OPERATING EXPENSE	<u>\$ 99,653,447</u>	<u>\$ 107,164,241</u>	<u>\$ 7,510,794</u>	7%

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of April 30, 2021

YEAR TO DATE

	ACTUAL Apr-21	BUDGET Apr-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (9,827,823)	\$ (10,354,000)	\$ (526,177)	-5%
2 Advertising Revenue	(389,086)	(440,000)	(50,914)	-12%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (10,216,909)</b>	<b>\$ (10,794,000)</b>	<b>\$ (577,091)</b>	<b>-5%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 35,713,160	\$ 36,622,116	\$ 908,956	2%
5 Commuter Rail	7,241,141	8,005,986	764,845	10%
6 Light Rail	12,447,495	13,565,394	1,117,899	8%
7 Maintenance of Way	6,628,067	6,447,856	(180,211)	-3%
8 Paratransit Service	7,626,563	7,976,584	350,021	4%
9 RideShare/Van Pool Services	988,645	1,214,852	226,207	19%
10 Microtransit	407,944	930,168	522,224	56%
11 Operations Support	17,061,618	17,830,798	769,180	4%
12 Administration	9,997,354	12,042,535	2,045,181	17%
13 Planning/Capital Development/Real Estate	1,541,460	1,981,119	439,659	22%
14 Non-Departmental	-	546,833	546,833	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 99,653,447</b>	<b>\$ 107,164,241</b>	<b>\$ 7,510,794</b>	<b>7%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (89,436,538)</b>	<b>\$ (96,370,241)</b>	<b>\$ 6,933,703</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (324,447)	\$ (1,602,333)	\$ 1,277,886	-80%
18 Sales Tax Revenue	(112,525,554)	(108,062,933)	(4,462,621)	4%
19 Other Revenue	(2,326,318)	(3,554,333)	1,228,015	-35%
20 Fed Operations/Preventative Maint. Revenue	(57,863,784)	(57,169,000)	(694,784)	1%
21 Bond Interest	29,536,503	29,059,186	(477,317)	-2%
22 Bond Interest UTCT	649,672	678,964	29,292	4%
23 Bond Cost of Issuance/Fees	57,100	23,100	(34,000)	-147%
24 Lease Interest	417,702	411,139	(6,563)	-2%
25 Sale of Assets	277,320	-	(277,320)	
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (142,101,806)</b>	<b>\$ (140,239,310)</b>	<b>\$ 1,862,496</b>	<b>1%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 52,665,268</b>	<b>\$ (98,798,554)</b>		

CAPITAL PROJECTS  
(UNAUDITED)  
As of April 30, 2021

EXHIBIT 1-6

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 1,917,591	\$ 24,058,619	8.0%
2 INFORMATION TECHNOLOGY	964,147	16,060,000	6.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	316,371	3,696,000	8.6%
4 CAPITAL PROJECTS	4,043,121	71,728,984	5.6%
5 AIRPORT STATION RELOCATION	1,064,740	7,000,000	15.2%
6 STATE OF GOOD REPAIR	4,363,790	34,923,645	12.5%
7 DEPOT DISTRICT	3,401,844	32,400,124	10.5%
8 OGDEN/WEBER STATE BRT	2,430,583	52,580,513	4.6%
9 TIGER	1,459,075	13,170,900	11.1%
10 TOTAL	<u>\$ 19,961,263</u>	<u>\$ 255,618,785</u>	7.8%
<b>REVENUES</b>			
11 GRANT	\$ 7,580,705	\$ 75,792,972	10.0%
12 STATE CONTRIBUTION	1,228,425	9,214,417	13.3%
13 LEASES (PAID TO DATE)	1,288,397	28,305,720	4.6%
14 BONDS	2,939,886	51,259,480	5.7%
15 LOCAL PARTNERS	1,329,280	24,533,340	5.4%
16 UTA FUNDING	5,594,569	66,512,856	8.4%
17 TOTAL	<u>\$ 19,961,263</u>	<u>\$ 255,618,785</u>	7.8%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-21	Apr-20	2021	2020
<b>UTA</b>				
Fully Allocated Costs	24,314,224	24,067,406	99,653,447	97,548,632
Passenger Farebox Revenue	2,238,675	1,428,048	9,827,823	14,257,371
Passengers	1,792,274	1,200,988	6,888,287	11,394,674
Farebox Recovery Ratio	9.2%	5.9%	9.9%	14.6%
Actual Subsidy per Rider	\$12.32	\$18.85	\$13.04	\$7.31
<b>BUS SERVICE</b>				
Fully Allocated Costs	11,946,378	12,164,939	49,748,415	49,076,419
Passenger Farebox Revenue	1,091,758	1,276,235	4,909,592	6,480,205
Passengers	957,432	597,054	3,746,929	5,581,232
Farebox Recovery Ratio	9.1%	10.5%	9.9%	13.2%
Actual Subsidy per Rider	\$11.34	\$18.24	\$11.97	\$7.63
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,670,013	6,510,124	27,453,845	25,644,323
Passenger Farebox Revenue	539,413	705,203	2,093,338	3,806,720
Passengers	602,296	438,833	2,297,478	4,093,164
Farebox Recovery Ratio	8.1%	10.8%	7.6%	14.8%
Actual Subsidy per Rider	\$10.18	\$13.23	\$11.04	\$5.34
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,150,830	3,189,466	12,105,809	12,965,073
Passenger Farebox Revenue	241,657	295,415	1,262,112	2,563,001
Passengers	137,501	60,343	502,105	1,153,131
Farebox Recovery Ratio	7.7%	9.3%	10.4%	19.8%
Actual Subsidy per Rider	\$21.16	\$47.96	\$21.60	\$9.02
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,073,356	1,885,954	8,421,446	8,165,163
Passenger Farebox Revenue	102,448	(1,113,018)	456,944	110,658
Passengers	39,753	17,043	139,440	193,921
Farebox Recovery Ratio	4.9%	-59.0%	5.4%	1.4%
Actual Subsidy per Rider	\$49.58	\$175.97	\$57.12	\$41.53
<b>RIDESHARE</b>				
Fully Allocated Costs	473,647	316,924	1,923,933	1,697,654
Passenger Farebox Revenue	263,398	264,215	1,105,837	1,296,787
Passengers	55,292	87,715	202,335	373,226
Farebox Recovery Ratio	55.6%	83.4%	57.5%	76.4%
Actual Subsidy per Rider	\$3.80	\$0.60	\$4.04	\$1.07

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Apr-21	Apr-20	2021	2020
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$11,946,378	\$12,164,939	\$49,748,415	\$49,076,419
Light Rail Service	\$6,670,013	\$6,510,124	\$27,453,845	\$25,644,323
Commuter Rail Service	\$3,150,830	\$3,189,466	\$12,105,809	\$12,965,073
Paratransit	\$2,073,356	\$1,885,954	\$8,421,446	\$8,165,163
Rideshare	\$473,647	\$316,924	\$1,923,933	\$1,697,654
<b>UTA</b>	<b>\$24,314,224</b>	<b>\$24,067,406</b>	<b>\$99,653,447</b>	<b>\$97,548,632</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,091,758	\$1,276,235	\$4,909,592	\$6,480,205
Light Rail Service	\$539,413	\$705,203	\$2,093,338	\$3,806,720
Commuter Rail Service	\$241,657	\$295,415	\$1,262,112	\$2,563,001
Paratransit	\$102,448	(\$1,113,018)	\$456,944	\$110,658
Rideshare	\$263,398	\$264,215	\$1,105,837	\$1,296,787
<b>UTA</b>	<b>\$2,238,675</b>	<b>\$1,428,048</b>	<b>\$9,827,823</b>	<b>\$14,257,371</b>
<b>PASSENGERS</b>				
Bus Service	957,432	597,054	3,746,929	5,581,232
Light Rail Service	602,296	438,833	2,297,478	4,093,164
Commuter Rail Service	137,501	60,343	502,105	1,153,131
Paratransit	39,753	17,043	139,440	193,921
Rideshare	55,292	87,715	202,335	373,226
<b>UTA</b>	<b>1,792,274</b>	<b>1,200,988</b>	<b>6,888,287</b>	<b>11,394,674</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	9.1%	10.5%	9.9%	13.2%
Light Rail Service	8.1%	10.8%	7.6%	14.8%
Commuter Rail Service	7.7%	9.3%	10.4%	19.8%
Paratransit	4.9%	-59.0%	5.4%	1.4%
Rideshare	55.6%	83.4%	57.5%	76.4%
<b>UTA</b>	<b>9.2%</b>	<b>5.9%</b>	<b>9.9%</b>	<b>14.6%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$11.34	\$18.24	\$11.97	\$7.63
Light Rail Service	\$10.18	\$13.23	\$11.04	\$5.34
Commuter Rail Service	\$21.16	\$47.96	\$21.60	\$9.02
Paratransit	\$49.58	\$175.97	\$57.12	\$41.53
Rideshare	\$3.80	\$0.60	\$4.04	\$1.07
<b>UTA</b>	<b>\$12.32</b>	<b>\$18.85</b>	<b>\$13.04</b>	<b>\$7.31</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of April 30, 2021

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 34,990,847	\$ 34,990,847	-	-	-	-
2 Sales Tax Contributions	54,825,798	25,272,314	\$ 29,553,484	-	-	-
3 Warranty Recovery	2,066,913	2,066,913	-	-	-	-
4 Build America Bond Subsidies	3,693,377	730,377	740,750	\$ 740,750	\$ 740,750	740,750
5 Product Sales and Development	6,077,537	710,798	3,025,143	2,398,525	(120)	\$ (56,809)
6 Pass Sales	93,310	111,034	115,708	(169,613)	(2,464)	38,645
7 Property Management	47,587	35,253	(2,308)	1,432	5,511	7,699
8 Vanpool/Rideshare	153,173	39,289	16,107	5,079	2,798	89,900
9 Salt Lake City Agreement	893,936	364,356	-	-	446,533	83,047
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreements	211,357	119,796	91,561	-	-	-
12 Other	2,406,171	2,406,171	-	-	-	-
13 <b>Total</b>	<b>\$ 105,466,680</b>	<b>\$ 66,847,148</b>	<b>\$ 33,540,445</b>	<b>\$ 2,976,173</b>	<b>\$ 1,193,008</b>	<b>\$ 909,906</b>

Percentage Due by Aging

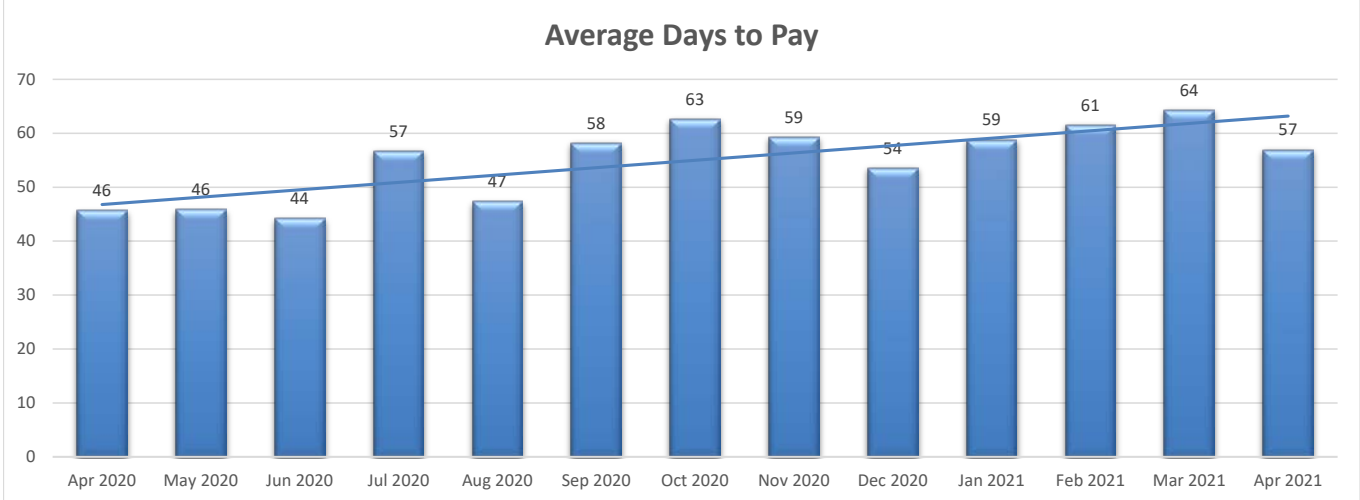
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	46.1%	53.9%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	19.8%	20.1%	20.1%	20.1%	20.1%	20.1%
18 Product Sales and Development	11.7%	49.8%	39.5%	0.0%	-0.9%	
19 Pass Sales	119.0%	124.0%	-181.8%	-2.6%	41.4%	
20 Property Management	74.1%	-4.9%	3.0%	11.6%	16.2%	
21 Vanpool/Rideshare	25.7%	10.5%	3.3%	1.8%	58.7%	
22 Salt Lake City Agreement	40.8%	0.0%	0.0%	50.0%	9.3%	
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%	
24 Capital Development Agreements	56.7%	43.3%	0.0%	0.0%	0.0%	
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
26 <b>Total</b>	<b>63.4%</b>	<b>31.8%</b>	<b>2.8%</b>	<b>1.1%</b>	<b>0.9%</b>	

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM APRIL 1, 2021 THROUGH APRIL 30, 2021  
 (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>
R2020-04-02		SELECT HEALTH	ZION-ACH	4/1/2021	\$ 640,936.93
R2020-04-02		PEHP	ZION-ACH	4/1/2021	214,583.11
19-03125BM	12/23/2019	KELLERSTRASS OIL	886605	4/7/2021	229,044.34
18-2705TP	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	886606	4/7/2021	409,992.38
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	4/8/2021	259,454.47
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	4/8/2021	939,194.86
R2020-04-02		UTA/ATU JOINT INSURANCE TRUST	359257	4/8/2021	200,036.63
19-03125BM	12/23/2019	KELLERSTRASS OIL	886656	4/14/2021	284,027.57
18-2741	8/23/2018	BIG-D CONSTRUCTION	886657	4/14/2021	1,310,153.21
19-03125BM	12/23/2019	KELLERSTRASS OIL	886713	4/21/2021	272,078.82
20-03243PP	6/1/2020	MV PUBLIC TRANSPORTATION	886714	4/21/2021	281,981.60
UT13-064GL	3/3/2014	WSP USA	886715	4/21/2021	293,002.87
R2021-02-03		FIRST AMERICAN TITLE INSURANCE	ZION-WIRE	4/22/2021	1,687,940.93
R2020-04-02		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	4/22/2021	257,611.93
R2020-04-02		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	4/22/2021	932,161.54
R2020-04-02		UTA/ATU JOINT INSURANCE TRUST	359515	4/22/2021	200,464.38
R2017-04-01		BANK OF AMERICA PUBLIC CAPITAL	ZION-WIRE	4/25/2021	245,087.52
R2020-04-02		ROCKY MOUNTAIN POWER	359569	4/28/2021	336,474.57
18-2398TP	4/11/2018	GRANITE CONSTRUCTION COMPANY	359630	4/28/2021	343,526.23
19-03125BM	12/23/2019	KELLERSTRASS OIL	886772	4/28/2021	283,450.76
UT13-064GL	3/3/2014	WSP USA	886773	4/28/2021	314,318.85
17-2455JH	8/22/2018	MOTIVE POWER, INC	886774	4/28/2021	392,183.00





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
 Mary DeLoretto, Chief Service Development Officer

**TITLE:**

**Resolution R2021-06-01 - Approving the First Amendment to the Authority’s 2021 Capital Budget**

<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Adopt Resolution R2021-06-01 Approving Amendment One to the 2021 Capital Budget
<b>BACKGROUND:</b>	In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. A Board resolution is required for a budget amendment. Budget amendments which increase the overall capital budget or add a new project or increase the total operating budget are presented to the Local Advisory Council for their consultation prior to final approval by the Board of Trustees. A resolution proposing an amendment to the Authority’s 2021 Budget is being presented today for the Board’s consideration. This budget amendment was presented to the Local Advisory Council for consultation on June 2, 2021. The Local Advisory Council voiced their support of the proposed budget amendments at that meeting.
<b>DISCUSSION:</b>	This proposed \$7,351,500 amendment to the 2021 Capital Budget includes three categories of requests: 1. <u>Increases to the project budgets (\$3,901,500)</u> Funding for six Capital projects in the Authority’s approved 2021 budget. The additional funds requested would come from a combination of State funding appropriations, positive carryforward budget, and higher than projected fund balance. 2. <u>Acceleration of 2022 Budget Authority (\$2,700,000)</u> Moving project funding forward from 2022 to 2021 for one capital project. This funding is currently programmed in the Authority’s approved 5-Year Capital Plan. 3. <u>Additional budget authority (\$750,000)</u> Request for two new capital projects that have been funded through State funding appropriations and grant requests. <u>Increases to Existing Project Budgets</u> The <b>FrontRunner Forward</b> project is budgeted at \$2.5M in the

2021 adopted budget. This proposed amendment would add \$2.5M, for a total 2021 capital budget of \$5M, to advance the FrontRunner Forward program objectives. During the 2021 Utah State Legislative session, \$200M in bonding was authorized and another \$100M from one-time state revenues was appropriated to double track strategic sections of the FrontRunner commuter rail system to allow for enhanced speed, frequency, capacity, and increased reliability. The increased 2021 budget authority will allow additional strategic analysis, outreach, and design to occur this year to help expedite project implementation over the next several years. Additional funding for this project budget will come from the one-time state appropriation of \$100M. The **Building Remodel/Reconfiguration** approved project budget for 2021 is \$100,000. An additional \$365,000 is requested to be added to the budget to make improvements at the Meadowbrook facility (upgrades to the men's and women's locker and rest rooms, and conversion of the first aid room to a unisex restroom) and to reconfigure the Records management area at the Mobility Center to include shelving, computer scanning stations, and air conditioning for climate control. The additional funding for this project would come from positive carryforward budget, and fund balance resulting from re-aging the capital program. The **Safety General Projects** budget for 2021 is \$100,000. An additional \$77,000 is requested to complete an additional four safety projects that the safety department has identified as priority investments. These include: • Fix flooring in the Jordan River Service Center (JRSC) parts room that has buckled due to last year's earthquake (\$35K) • Updating the battery rooms at JRSC and Midvale to extend the sprinkler system, insulate wiring and widen the doors to accommodate cell pallets (\$10k) • Power upgrades to hot work zone at JRSC to eliminate electric cable running across truck shop (\$8K) • Installing a fall-arrest system at Warm Springs to increase safety for mechanics working on the top of the trains (\$24K). The additional funding for this project would come from fund balance. The **Corridor Fencing** project budget for 2021 is \$50,000. An additional \$50K is requested for additional fencing priorities. There is a long list of areas where fencing along the UTA corridor will improve safety by reducing trespassing and eliminating close calls. The Safety Department prioritizes areas each year to use the allotted funds. Safety has identified three additional areas they would like to accelerate and complete this year based on operator concerns. These include chain and pole delineations at the West Valley and South Campus TRAX stations, and corridor fencing north of the Draper FrontRunner Station. The additional funding for this project would come from fund balance. The **Non-Revenue Service Vehicles** project budget for 2021 is \$1.5M. Service fleet vehicle replacement is an ongoing need. The past few years, this project was unbudgeted or under-budgeted. In addition, system expansion projects have resulted in the need for additional support vehicles. This year, the Vehicle Department is catching up on the non-revenue service vehicle needs backlog. Replacement prioritization is based on vehicle age, mileage, condition, and duty cycle. An additional \$480K is being requested to address the highest priority needs in 2021. This additional funding will reduce the existing backlog and the ongoing budget in the adopted five-year capital plan should be sufficient to sustain the non-revenue fleet replacement going forward. The additional funding for this project would come from fund balance. The **Capital**

**Contingency** project budget for 2021 was \$2M. This past March, a portion of the contingency budget (\$429,500) was moved to the FrontRunner Paint Booth Construction project through a technical budget adjustment and the remaining Capital Contingency Budget is now \$1,570,500. This request seeks \$429,500 to restore the Capital Contingency budget to the 2021 adopted funding level of \$2M for future technical budget adjustments through the remainder of 2021. The additional funding for this project would come from and fund balance. Acceleration of 2022 Budget Authority The **Box Elder Right of Way Preservation** project budget for 2021 is \$1M. The project will preserve a transit corridor for future extension of FrontRunner, using the second-quarter sales tax funds designated by Box Elder County for commuter rail implementation. UTA has been approaching property owners and purchasing parcels from willing sellers as they are identified. As part of the acquisition efforts, UTA has been working with UDOT to acquire the Utah-Idaho Central (UIC) Railroad corridor. UDOT is nearly complete with the process to surplus the corridor and is willing to sell it to UTA for the appraised value of \$2.7M. In order to complete the UIC purchase this year, UTA is requesting an additional \$2.7M be added to the project budget for 2021. This would be advanced from the 2022 project budget of \$4M that is included in the approved 5-year Capital Plan. The revenue would come from existing accumulated Box Elder County second-quarter funds. The 5-year Capital Plan will be updated to reflect this acceleration of funds as part of the 2022-26 5-year Capital Plan development process later this year. Additional Budget Authority for New Projects The **S-Line Extension Project** was not included in the 2021 adopted budget. During the 2021 Utah State Legislative session, \$12M in bonding was authorized for construction and improvements to the S-Line Streetcar facilities. This proposed amendment includes adding \$600K for the new S-Line project to start the initial transit analysis and conceptual design work for the construction project. The final design and project construction budgets will be presented to the Board for consideration as part of the 2022 Budget request and proposed 2022-2026 five-year capital plan this fall. Funding for this project will come from state bond authorization. The **5600 West Project** was not included in the 2021 adopted budget. Moving the project forward is needed as part of a larger agreement with UDOT for the Mountain View Corridor. A new project budget of \$150K is being requested to initiate work on the 5600 West/Mountain View Corridor transit project. Specific tasks could include cost estimating and travel market analysis. The project was submitted for a Transit Transportation Investment Fund (TTIF) grant this year and is also being submitted for a federal grant opportunity. If selected, TTIF and/or federal grant funds will be used to start initial project design activities this year, with construction programmed in future year capital budgets. If not selected for either grant opportunity, this project will be put on hold until alternate funding sources have been identified. Budget Amendment 1 would incorporate all the proposed capital budget changes in both categories as outlined above and summarized below. **Project Current budget Additional Request Amended Budget Source of Funds**

FrontRunner	Forward			
\$2,500,000	\$2,500,000	\$5,000,000	State appropriation	Building Remodel /Reconfig
\$100,000	\$365,000	\$465,000	Carryover/Fund Balance	Safety General Projects
\$100,000				
\$77,000	\$177,000	Fund Balance	Corridor Fencing	\$50,000 \$50,000 \$100,000 Fund

	Balance Non-Rev Service Vehicles \$1,500,000 \$480,000 \$1,980,000 Fund Balance Capital Contingency \$1,570,500 \$429,500 \$2,000,000 Fund Balance Box Elder ROW Preservation \$1,000,000 \$2,700,000 \$3,700,000 Box Elder 2 <sup>nd</sup> quarter sales tax S-Line Extension \$0 \$600,000 \$600,000 State appropriation 5600 West \$0 \$150,000 \$150,000 TTIF/Fed Grant <b>Total \$6,820,500 \$7,351,500 \$14,172,000</b>
<b>ALTERNATIVES:</b>	If the Board of Trustees chooses not to proceed with Budget Amendment One, the additional scope detailed above would not be added to the existing projects, the Box Elder right of way acquisition would be deferred to 2022, and the two new projects would not begin until they were added to a future capital budget.
<b>FISCAL IMPACT:</b>	1. <u>Increases to the project budgets</u> for seven Capital projects in the Authority’s approved 2021 budget will add an additional \$3,901,500 to the 2021 Capital Budget. Of that amount, \$2.5M will come from the State legislative appropriation for FrontRunner, and the remaining \$1,401,500 will come from positive carryforward and new local (UTA) revenue sources. 2. <u>Acceleration of 2022 Budget Authority</u> for one Capital project in the Authority’s approved 2021 budget that will add an additional \$2,700,000 to the 2021 Capital Budget. This \$2.7M will come from accumulated Box Elder County 2 <sup>nd</sup> quarter sales tax funds. This is currently programmed in the 5-Year Capital Plan for expenditure in 2022. 3. <u>Additional budget authority</u> for 2 projects will add \$750,000 to the 2021 Capital Budget. Of that amount, \$600K will come from the state bond authorization and the remaining \$150K will come from TTIF or federal grant funds.
<b>ATTACHMENTS:</b>	1. Resolution R2021-06-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE FIRST AMENDMENT  
OF THE AUTHORITY'S 2021 CAPITAL BUDGET**

R2021-06-01

June 9, 2021

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

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget; and

WHEREAS, the Board of Trustees adopted the Authority's 2021 Budget on December 16, 2020 in Resolution R2020-12-08; and

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds; and

WHEREAS, the Board of Trustees approved a technical budget adjustment to the Authority's Capital budget on March 24, 2021; and

WHEREAS, the Authority would like to amend the 2021 Capital Budget to reflect increases to project budgets, reflect additional funding authorized by the 2021 General Session of the Utah State Legislature, and accelerate funding for one project from the approved 5-year capital plan, as described in Exhibit A; and

WHEREAS, the Local Advisory Council consulted on the proposed First Amendment of the Authority's 2021 Capital Budget at their meeting on June 2, 2021; and

WHEREAS, these increases to the 2021 capital budget necessitate an amendment of the Authority's 2021 Capital Budget; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2021 Capital Budget as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the First Amendment of the Authority's 2021 Capital Budget attached as Exhibit A.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.

3. That the corporate seal be attached hereto.

Approved and adopted this 9<sup>th</sup> day of June, 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
3E3257B1CF024B8...  
Legal Counsel

Exhibit A

(First Amendment of the Authority's 2021 Capital Budget)

## Exhibit A

## 2021 BUDGET AMENDMENT ONE - SUMMARY

### June 9, 2021

<b>Funding Sources</b>	2021 Budget	2020 Carryforward Reconciliation	State Funding (2021 Legislature)	TTIF/Federal	Fund Balance	Box Elder Revenues	Amended 2021 Budget
Transfer from Operations	\$ 76,764,000	\$ 294,991			\$ 1,106,509		\$ 78,165,500
2018 and 2019 Bond Proceeds	51,256,000						51,256,000
Grants	75,793,000						75,793,000
Local Partner Contributions	24,533,000					2,700,000	27,233,000
State Contribution	9,214,000		3,100,000	150,000			12,464,000
Leasing	18,059,000						18,059,000
<b>Total Funding Sources</b>	<b>\$ 255,619,000</b>	<b>\$ 294,991</b>	<b>\$ 3,100,000</b>	<b>\$ 150,000</b>	<b>\$ 1,106,509</b>	<b>\$ 2,700,000</b>	<b>\$ 262,970,500</b>
<b>Expense</b>							
Depot District	\$ 32,400,000						\$ 32,400,000
Ogden/Weber BRT	52,581,000						52,581,000
Airport Station Relocation	7,000,000						7,000,000
State of Good Repair	23,625,000						23,625,000
Frontrunner Paint Booth <sup>1</sup>	429,500						429,500
<i>Frontrunner Forward</i>	<i>2,500,000</i>		<i>2,500,000</i>				<i>5,000,000</i>
<i>Building Remodel/Reconfig</i>	<i>100,000</i>	<i>294,991</i>			<i>70,009</i>		<i>465,000</i>
<i>Safety General Projects</i>	<i>100,000</i>				<i>77,000</i>		<i>177,000</i>
<i>Corridor Fencing</i>	<i>50,000</i>				<i>50,000</i>		<i>100,000</i>
<i>Non-Revenue Vehicle Fleet</i>	<i>1,500,000</i>				<i>480,000</i>		<i>1,980,000</i>
<i>Box Elder ROW Preservation</i>	<i>1,000,000</i>					<i>2,700,000</i>	<i>3,700,000</i>
<i>S-Line Extension</i>	<i>-</i>		<i>600,000</i>				<i>600,000</i>
<i>5600 West</i>	<i>-</i>			<i>150,000</i>			<i>150,000</i>
<i>Capital Contingency<sup>1</sup></i>	<i>1,570,500</i>				<i>429,500</i>		<i>2,000,000</i>
Other Capital Projects	132,763,000						132,763,000
<b>Total Expense</b>	<b>\$ 255,619,000</b>	<b>\$ 294,991</b>	<b>\$ 3,100,000</b>	<b>\$ 150,000</b>	<b>\$ 1,106,509</b>	<b>\$ 2,700,000</b>	<b>\$ 262,970,500</b>

## Footnotes

<sup>1</sup>Technical Budget Adjustment by Board of Trustees 3/24/2021

Moved \$429,500 from Capital Contingency to fund Frontrunner Paint Booth project



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

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

**TITLE:**

**Resolution R2021-06-02 - Approving the Title VI Equity Briefing**

<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Approve Title VI Fare Equity Briefing
<b>BACKGROUND:</b>	UTA has proposed to adopt a current pilot program aimed toward providing a 50% discount to human services and governmental agencies. These entities will provide the transportation passes to their program participants that fall under 150% of the federal poverty level. The briefing is an abbreviated version of the Title VI equity analysis aimed toward documenting changes that do not cause a system-wide fares change but should still be reviewed for equity. The briefing was performed in accordance with the Federal Transit Administration's (FTA) Circular 4702.1B, which outlines the Title VI requirements and guidelines for recipients of FTA funds. FTA's staff provided clarification on the level of documentation and review this change would undergo. Title VI equity briefings are conducted to examine whether proposed changes to service and/or fares do not negatively impact minority or low-income populations in a disproportionate way. The circular also requires any equity analysis be approved by the recipient's governing entity.
<b>DISCUSSION:</b>	A review of ridership data from the 2019 onboard survey showed that there were no findings, but rather that the pilot program would exclusively benefit low-income people. It was also shown that minority populations have disproportionate representation within the low-income population and would have the potential to benefit from these programs at a higher rate.
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	The briefing is revenue neutral

<b>ATTACHMENTS:</b>	1) Resolution R2021-06-02 Title VI Fare Equity Briefing 2) Title VI Fare Equity Briefing - Low-income Pilot
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**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE TITLE VI FARE EQUITY BRIEFING**

R2021-06-02

June 9, 2021

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

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

WHEREAS, the Board desires to approve the Title VI Equity Briefing.

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

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

Approved and adopted this 9th day of June 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3267B4CF024B9...  
\_\_\_\_\_  
Legal Counsel

Exhibit A  
(Title VI Fare Equity Briefing)



## Title VI Equity Briefing – Low-Income Pilot

**To:** UTA Board of Trustees: Carlton Christensen, Beth Holbrook, Jeff Acerson

**From:** Andrew Gray

**RE:** Title VI Equity Briefing - Low-Income Pilot

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### Introduction

In consultation with and the direction of the Federal Transit Administration’s Civil Rights Regional Compliance Officer, the Utah Transit Authority (UTA) Office of Civil Rights has prepared an equity briefing. This briefing is designed to document the review of proposed fare changes that do not rise to the level of a system-wide impact like a change to the base fare, but still rise to a level that could cause Title VI equity issues upon their implementation. In consideration of the potential impact, UTA shall document the efforts made to ensure that Title VI considerations were taken into account and that there are no foreseeable negative impacts on minority and/or low-income populations. The equity briefing is not documented to the extent of other major changes due to the limited nature of the proposed change.

### Background

UTA’s Office of Civil Rights has reviewed a proposal to make permanent a pilot program that offers a free fare to a large number of low-income individuals by partnering with human services providers (“service providers”) within the service area. Prior to this pilot, UTA had established partnerships with providers of homeless services within the service area to provide a 50% discount on pass sales. These passes were sold directly to homeless service providers who were then required to provide these passes to participants in their programs that were experiencing homelessness free of charge.

In 2020, UTA expanded the availability of discounted passes to include all non-profit and governmental entities that serve low-income individuals within the service area and increased the discount to 75%. This new structure also broadened the availability of discounted passes to any individual participating in a service provider’s program that is at or below 150% of the Federal poverty level. This is the level used to define the program’s low-income designation. These passes are sold directly to service providers who are required to provide these passes to participants in their program free of charge. The pilot program started with a select few service providers and subsequently expanded to more than seventy service providers and governmental agencies whose mission aligns with UTA’s goal to assist low-income households within the service area.

In order to assess the impacts of this pilot program before it is implemented as a permanent program, UTA compiled the relevant demographics for the proposed fare changes pursuant to the requirements set forth in FTA Circular 4702.1B.

### Title VI Policy

UTA’s Title VI Policy 1.1.28 outlines the method of measuring disparate impacts on minority populations and disproportionate burdens on low-income populations. The threshold for determining disparate impact or disproportionate burden is a five percent (5%) *negative impact* on protected populations. This means that if the burden of the proposed change on minority or low-income populations is more than “5% worse” than it is for the non-protected populations, then the change will be considered a finding of either a disparate impact or disproportionate burden. Disparate impact is a finding when examining impacts borne by minority



populations while disproportionate burden is a finding regarding low-income populations. A negative impact of 5% or greater is determined by comparing the impacted population to the system or surveyed average. The impacted population is defined as the people that have access to the fare program that is being changed. The impacted population is compared to the entire surveyed population to determine the equity of the proposal. If either a disproportionate burden or disparate impact is found, UTA must take steps to avoid, minimize, or mitigate impacts where practicable as well as demonstrate compliance with the prescribed steps outlined by the FTA. The demographics of the entire weighted survey is shown in the table below.

<b>Minority:</b>	
Population:	145,069
Minority Population:	39,384
Percent Minority:	27.1%

<b>Low-Income:</b>	
Population:	124,048
Low-Income Population:	50,035
Percent Low-income:	40.3%

**Finding a Disproportionate Burden:**

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

**Finding a Disparate Impact:**

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

**Datasets Used**

UTA has utilized rider surveys conducted in 2018 and 2019 to determine the demographics of the people impacted by the proposed changes. The demographics data is determined based on the responses to survey questions regarding fare media usage, race, income level, and household size. UTA utilizes the responses to questions such as race, ethnicity, and income levels in order to review and determine potential impact of the proposed changes to ensure that the changes don't disproportionately negatively impact minorities and/or low-income individuals. As a note, any differences in the totals between minority and low-income is due to the survey taker's ability to decide whether or not to answer specific questions while answering others.



### Breakdown of Impacted Population

When evaluating fare changes, UTA will typically review the demographics of the riders that use the fare type that is being changed. In this instance, however, data is not available for the population directly accessing this service. UTA does have ridership data that can be useful in evaluating the potential demographics of those utilizing human services to obtain free passes. The most recent onboard survey asked how the respondent obtained their pass and included “Human Service Agency” as one of the available responses. Below is a table of the weighted respondents’ demographics. “Overall percentage” is the percent of respondents that were minority or low income in the entirety of the survey. “Human Services Percentage” is the percent respondents that were minority or low income that received passes from a human service agency.

Riders utilizing Human Service Agencies:

<b>Minority:</b>	
Overall Percentage:	27.1%
Human Services Percentage:	35.6%
Difference:	8.5%

<b>Low-Income:</b>	
Overall Percentage:	40.3%
Human Services Percentage:	38.9%
Difference:	-1.4%

In addition to the data of those utilizing human service agencies to obtain free passes, UTA also had overall data on the low-income data of minority and non-minority riders from the most recent onboard survey. Of all respondents indicating that they were low income, 31.3% of them identified as a minority, which is 4.2% greater than the overall minority percentage. Additionally, when the percentage of minorities and non-minorities that are low-income is considered, there is a sizeable disparity between the two. While 37.5% of non-minority respondents indicated that they were low-income, minority respondents indicated that 48.6% of them were below 150% the federal poverty rate.

### Findings

Based on the data collected on a system-wide level, UTA does not find any disproportionate burdens borne by low-income populations or any disparate impacts on minority populations. The program requirements and contract signed with service providers specifically stipulates that recipients of the passes must be at or below 150% the federal poverty level. Due to this, UTA anticipates that 100% of participants will be low-income.

The rider survey data presented regarding the recipients of free passes obtained from human services show that minorities accessed these programs at a greater rate than the general ridership’s demographics would have indicated. Additionally, when the demographics of low-income riders are considered, minority populations have a much higher percentage (11.1%) of low-income than their non-minority counterparts.

### Conclusion

The proposal to adopt the pilot program to make discounted fare products available to service providers and governmental agencies does not appear to pose any potential for a Title VI finding due to the overwhelming benefit that it will have to low-income populations. Not only is there not a potential for any disparity, but data indicates that minority populations are overrepresented in the low-income populace and among the people utilizing human services. This greater rate of minorities in the impacted group likely indicates a net benefit for minority populations.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

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

**TITLE:**

### Resolution R2021-06-03 Adopting the Fare Rates and Types of Fare Media of the Agency

<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Approve Resolution R2021-06-03 that will make the Low-Income Fare Pilot Part 1 (Pilot) a permanent program
<b>BACKGROUND:</b>	On December 18, 2019, the Board of Directors approved a Pilot with human services organizations. The goal of the Pilot was to strengthen and expand our partnerships with human service organizations, transition from tokens to electronic fare media, and help serve the needs of various low-income populations. Since the Pilot started UTA has signed over 30 new partners and transitioned all 40 existing partners from the previous homeless program to the Pilot program.
<b>DISCUSSION:</b>	The Pilot ends June 30, 2021. Due to the success of the program, staff recommends making the pilot a permanent program and continue the partnerships that were built through the pilot program. All human service agencies that were approved during the Pilot will be allowed to continue on the program. New agencies seeking to participate in the low-income fare program will follow the current process by completing an application and signing an agreement.
<b>ALTERNATIVES:</b>	1. Not approve the resolution and reinstate the prior homeless program 2. Not approve the 75 percent discount and reinstate the prior 50 percent discount limited only to homeless service providers
<b>FISCAL IMPACT:</b>	Based on 2019 ridership, low-income trips comprise about 11 percent of total pass based trips. Depending on ridership, this equates to an annual loss in the range of \$75,000 to \$100,000 using projected 2021 ridership. As ridership returns, UTA expects sales to grow.
<b>ATTACHMENTS:</b>	1) Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
UTAH TRANSIT AUTHORITY ADOPTING THE FARE RATES  
AND TYPES OF FARE MEDIA OF THE AGENCY**

R2021-06-03

June 9, 2021

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

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

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

WHEREAS, the Policy also empowered the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS, the Board of the Authority, On October 21,2020 adopted a fare structure and approved new or modified fare media for transit services in Resolution R2020-10-02; and

WHEREAS, the Board of the Authority desires rescind Resolution R2020-10-02, and to set a new fare structure and establish the types of fare media for the Authority.

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

1. That Resolution R2020-10-02 is hereby rescinded in its entirety.
2. That the Fare Rates of the Authority are hereby adopted in substantially the same form as attached as Exhibit A.
3. That the types of accepted Fare Media of the Authority are hereby adopted in substantially the same form as attached as Exhibit B.

4. 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.
  
5. That the corporate seal be attached hereto.

Approved and adopted this 9th day of June 2021.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
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Legal Counsel

Exhibit A

Utah Transit Authority Fare Rates  
Effective July 1, 2021

## Utah Transit Authority Fare Rates Effective July 1, 2021

### 1) Base Fare and FrontRunner

#### Local Bus, TRAX, Streetcar

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
Day	\$5.00	None
Monthly	\$85.00	\$42.50

#### Express Bus, Ski

	Adult	Reduced Fare
One-way	\$5.00	\$2.50
Monthly	\$170.00	\$85.00

#### FrontRunner

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
<i>Additional Stops</i>	\$0.60	\$0.30
Roundtrip	\$5.00	\$2.50
<i>Additional Stops</i>	\$1.20	\$.60

### 2) Special pricing

	Adult
Route Deviation	\$1.25
Group Pass	\$15.00
Horizon Pass	\$42.50
Paratransit	\$4.00
Paratransit 10-Punch	\$40.00
Ride Van Plus	\$50.00 Monthly
FAREPAY Discount	20%

### 3) Free Fare

The following special groups may ride free of charge under these parameters:

- Free Fare Zone – Customers boarding/alighting in the free fare zone
- Children – 5 years and younger when accompanied by a fare paying adult
- Employees – Agency employees, retirees, and eligible dependents
- Personal Care Attendant – Must accompany a pre-qualified rider with a disability
- Paratransit Eligible – Individuals certified as ADA paratransit eligible
- Elementary Students – Must have a training safety course and travel with a school group
- Trainer/Trainees – Trainer with accompanying trainees learning to use the system
- Sworn Peace Officers – Either in or out of uniform and certified with proof of status

#### **4) Reduced Fare**

A 50% reduced fare discount will be offered based on the following parameters:

- Seniors: 65 years or older, must show reduced fare card or proof of eligibility and identity when riding
- Disabled: pre-qualified by UTA, must show reduced fare card
- Medicare: valid Medicare card, must show reduced fare card or proof of eligibility and identity when riding
- Youth: between the ages of 6 and 18 years old, must show reduced fare card or proof of eligibility and identity when riding

A 75% reduced fare discount will be offered based on the following parameters:

- Human Service Organizations: agencies pre-qualified by UTA may participate in a low income program and purchase discounted transit passes to distribute free of charge to their clients

## Exhibit B

### Utah Transit Authority Fare Media

## Utah Transit Authority Fare Media

Effective July 1, 2021

### 5) Approved Fare Media

- Transfer Slip
- Electronic Card
- Mobile Phone
- Paper Pass/Ticket
- Sticker
- Cash
- Event Ticket (or similar document) issued for UTA-authorized high volume events

### 6) Eliminated Fare Media

- Tokens  
*\*Token sales will end November 31, 2020 and be accepted through August Change Day 2021*



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Hal Johnson, Manager, Project Research and Development  
**PRESENTER(S):** Hal Johnson, Manager, Project Research and Development & Dan Locke, Environmental Compliance Administrator

**TITLE:**

**Resolution R2021-06-04 Authorizing Execution of an Interlocal Cooperation Agreement (ILA) with Salt Lake County, the Utah Division of Air Quality, and the University of Utah to Install Air Monitoring Equipment on Electric Buses**

<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Approve Resolution R2021-06-04 authorizing the Executive Director to execute an inter-local cooperation agreement with Salt Lake County, the Utah Division of Air Quality (DAQ), and the University of Utah to install air monitoring equipment on UTA electric buses.
<b>BACKGROUND:</b>	Poor air quality is an ongoing concern along the Wasatch Front. Salt Lake County is a nonattainment zone for air quality along the Wasatch Front. Air quality monitors have been used in Salt Lake County since 1963 to help scientists, policy makers, and the public better understand the types and various levels of unhealthy air particulates. In the past, air quality monitors were placed only at fixed locations. In December 2014, the University of Utah partnered with UTA to place air monitoring equipment on electric powered TRAX trains that cover 45 miles of rail lines. This created the first mobile non-emission platform in the United States that collected real time air quality data with research grade sensors. This led to a better understanding of Salt Lake Valley areas that are at greater risk for unhealthy air quality.

<b>DISCUSSION:</b>	Building on the success of the TRAX air monitoring system, air monitors will be placed on 3 electric buses within the Salt Lake City Business Unit UTA fleet to provide real time air quality monitoring. U of U will collect, process, and visualize air monitor data to be easily understood and accessed by local community members of the Salt Lake Valley. Implementation of the project will allow for scientists at the University of Utah to further evaluate regional air quality. UTA will be helping to develop new understanding about regional air quality problems and potential solutions. Both Salt Lake County and UTA will each contribute \$20,000 toward the project. The University will be responsible for operation and maintenance of the monitors. DAQ will work with the University to analyze the data.
<b>ALTERNATIVES:</b>	This project builds upon previous air quality monitoring projects implemented on the TRAX system.
<b>FISCAL IMPACT:</b>	There are no unanticipated fiscal impacts from this agreement. This is a onetime expense and has been budgeted for in the 2021 operating budget.
<b>ATTACHMENTS:</b>	I. Resolution R2021-06-04

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY  
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH  
SALT LAKE COUNTY THE UTAH DIVISION OF AIR QUALITY AND THE UNIVERSITY OF  
UTAH TO INSTALL AIR MONITORING EQUIPMENT ON ELECTRIC BUSES**

R2021-06-04

June 9, 2021

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

WHEREAS, Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement ("ILA") to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority, Salt Lake County, the Utah Division of Air Quality, and the University of Utah wish to enter into an ILA; and

WHEREAS, the ILA allows the placement of air quality monitoring equipment on the electric bus fleet of the Authority.

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

1. That the Board hereby approves the ILA with Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the ILA with Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority in substantially the same form as attached at Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the ILA with Salt Lake County, the Utah Division of Air Quality, the University of Utah, and the Authority, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 9th day of June 2021.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:  
*David Wilkins*  
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Legal Counsel

EXHIBIT A

(Interlocal Cooperation Agreement  
with the Utah Division of Air Quality, Salt Lake County, and the University of Utah)

UTA CONTRACT NUMBER:21-P00076

County Contract: 000002779

DA # 20-16880

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

**UNIVERSITY OF UTAH; STATE OF UTAH DIVISION  
OF AIR QUALITY; AND UTAH TRANSIT AUTHORITY  
FOR AIR QUALITY MONITORING ON ELECTRIC BUSES**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between Salt Lake County, on behalf of its Office of Regional Development ("County"); the University of Utah, an institution of higher education and a body corporate and politic of the State of Utah ("University"); the State of Utah Division of Air Quality ("DAQ"); and Utah Transit Authority ("UTA"). Collectively, these entities are sometimes referred to in this Agreement as the "Parties."

**RECITALS**

WHEREAS, the Parties desire to advance the understanding of local air pollution, to gather information that will help preserve, protect and improve the air resources of Salt Lake County, and ultimately improve public health, safety, and the welfare of County residents by establishing practices and provisions that reduce air pollution; and

WHEREAS, the Parties desire to produce high quality, long term observations to assist the County's goals of advancing understanding of local air quality issues, in parallel with the University's efforts of educating students, staff, and the public of the Wasatch Front's unique air quality problems while also supporting ongoing and future scientific research and publication efforts; and

WHEREAS, the Parties desire to expand on the current air quality monitoring effort utilizing public transit; and

WHEREAS UTA is willing to allow for installation of air quality monitors on up to five electric buses with routes in Salt Lake County; and

WHEREAS, the parties to this agreement desire to apportion among themselves the costs and responsibilities for the development and maintenance of the eBus Air Quality Monitoring Project ("Project") and deem it expedient and proper to enter into a written agreement whereby their respective responsibilities are particularly set forth;

WHEREAS, The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act

jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. County Duties.

- a. County will serve as primary Project manager.
- b. County will handle Project logistics.
- c. County will serve as the lead for coordination between Parties.
- d. County will serve as fiscal agent for the Project.
- e. County will host a website housing and making available to the public air quality data analysis derived from the Project.
- f. The County designates Michael Shea (or another individual as designated by the County in a written notice to the Parties) as the County's representative in its performance of this Agreement.
- g. Financial contribution to project: \$20,000.
- h. County shall pay University an amount not to exceed \$154,990.00 for services provided by University under this Agreement. University will bill County for services performed according to the rates set forth in Appendix B.
- i. County will accept, on behalf of the Parties to this Agreement, donations made to the Project by non-governmental entities

2. University Duties.

- a. In connection with the Project, University agrees to perform for the Parties certain research described in the Statement of Work set forth in Appendix A, which is attached hereto and incorporated herein by this reference.
- b. The University designates Daniel Mendoza (or another individual as designated by the University in a written notice to the Parties) as the University's representative in its performance of this Agreement.
- c. University will be responsible for the operation and maintenance of the monitors.
- d. University will coordinate with UTA to determine when buses are available for maintenance work.

3. UTA Duties.

- a. UTA will be responsible for the operational integration of equipment and vehicles which shall be limited to responsibility for mounting the box which contains the monitor; providing electrical hook-ups from the E-bus; and determining when E-buses are available for integration.
- b. UTA will coordinate with the manufacturer to ensure that installation of the monitoring equipment does not adversely affect operation of the E-bus.
- c. UTA will coordinate route planning, including final decision making on route selection.

- d. UTA will coordinate with University to determine when E-buses are available for installation of monitoring equipment.
- e. Designate, in a written notice to the Parties, a key contact for the project.
- f. Financial contribution to project: total lump sum payment of \$20,000.00 for the first year of the term of the Agreement.

4. DAQ Duties.

- a. DAQ agrees to coordinate data analysis with University.
- b. DAQ will utilize existing data sets to analyze and frame data within the air quality regulatory sphere.
- c. DAQ will provide regulatory guidance.
- d. DAQ will use eBus data in new data processing tool to compare to established regulatory monitoring.
- e. DAQ will designate, in a written notice to the Parties, a key contact for the project.

5. Data Management.

- a. Raw data will be housed by the University.
- b. All Parties to this Agreement will have access to raw data.
- c. No raw data will be made public without written agreement from all Parties.
- d. Analyzed and processed data can be made public by any party in any form it chooses subject to Paragraph 6.o. below.
- e. If Project or Agreement is terminated, each party will retain ownership and/or license rights to data, including raw data.

6. General Provisions.

- a. Term. The term of this Agreement will be for one year from the last date of signature below. The parties may renew for up to three additional one-year terms.
- b. Termination. Any party may withdraw from this Agreement for convenience by providing thirty (30) days advance written notice.

If the remaining Parties confer with one another and agree that the non-involvement of the Withdrawing Party will frustrate the purposes of the Agreement, the agreement may be terminated. All Parties shall be reimbursed for services or contributions provided before the date of termination on a pro-rata basis using funds contributed and available to date. Notwithstanding, the County will reimburse the University for the research services provided up to the date of termination subject to a not-to-exceed of \$154,990.00.

The Withdrawing Party will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice if prohibited by statute, regulation, or executive order.

- c. Consideration. The Parties will deposit the above listed financial contributions with the County for the costs associated with the Project for the first year. Payments for

subsequent years shall be determined by the Parties at the time the additional one-year extension(s) are authorized. Payments of financial contributions are due on the last day of the first month of the term of the Agreement for each year it is in effect.

- i. County shall place all funds collected under this Agreement in an interest-bearing account. All funds deposited in this account and the accrued interest shall be dedicated to funding the Project under this Agreement.
- ii. Upon completion or mutual termination of this Agreement, the balance of the funds remaining in the account shall be divided on a pro rata basis between the financial contributors to this Agreement.
- iii. The County agrees to pay University for performance of the research under this Agreement on a cost reimbursable basis. The total compensation to be paid by County to University for the research shall not exceed one hundred fifty-four thousand nine hundred ninety dollars (\$154,990.00) as set forth in the itemized budget contained in Appendix B, which is attached hereto and incorporated herein by this reference.
- iv. Payment. University will invoice County monthly for costs incurred in performance of the research. Invoice shall be delivered to:

Salt Lake County  
The Office of Regional Development  
Attn: Michael Shea  
2001 S. State Street S2-100  
PO Box 144575  
Salt Lake City, UT 84114

CC: Salt Lake County  
The Office of Regional Development  
Attn: Robert Trujillo  
2001 S. State Street S2-100  
PO Box 144575  
Salt Lake City, UT 84114

Payment shall be due within thirty (30) days of County's receipt of invoice. Invoices will include receipts of purchases and efforts.

- d. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:
  - i. This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.
  - ii. This Agreement shall be reviewed as to proper form and compliance with

- applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.
- iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
  - iv. The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.
  - v. Except as 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.
  - vi. No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.
- e. No Obligations to Third Parties. The Parties agree that each of their obligations under this Agreement are solely to each other. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- f. Governmental Immunity, Liability, and Indemnification.
- i. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq. (the “Immunity Act”). Subject to and consistent with the terms of the Immunity Act, the County, DAQ, University, and UTA shall be liable for their own negligent acts or omissions, or those of their authorized agents, officers or employees while engaged in the performance of the obligations under this Agreement, and neither the County, DAQ, University, nor UTA shall have any liability whatsoever for any negligent act or omission of the other Parties, its agents, officers or employees. No Party to this Agreement waives any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- g. Required Insurance Policies. All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
- h. Assignment and Transfer of Funds. Parties will not assign or transfer their obligations under this Agreement nor their rights to compensation under this Agreement without prior written consent from all other Parties to the Agreement.

- i. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.
- j. Authority to Bind. The parties hereto represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that party.
- k. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.
- l. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- m. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- n. Publication. University and its personnel shall have the right, consistent with academic standards and subject to this Section, to publish in scientific or other journals, or to present at professional or academic conferences or other meetings, data and results created by University under this Agreement. Sixty (60) days prior to submission of any material for publication or presentation, University shall provide Parties with such material for its review. No publication or presentation shall be made unless and until any confidential information provided to University by Parties has been removed, unless otherwise approved in writing by Parties. If requested in writing by Parties, University shall withhold, or shall cause its personnel to withhold, material from submission for publication or presentation for an additional sixty (60) days from the date of Parties' request to allow for the filing of a patent application or the taking of such measures as Parties deems appropriate to establish and preserve its proprietary rights in the information or material being submitted for publication or presentation. If University does not receive Parties'

written response to the proposed publication within the sixty (60) day period, then Parties shall be deemed to have consented to such submission or public disclosure of the proposed publication delivered to Parties. Parties shall have the right to publish independently the Deliverables provided to Parties under this Agreement, provided that due acknowledgement is made for the intellectual contribution made by University personnel in accordance with standard scientific practice.

- o. Ownership of Intellectual Property. The Parties each recognize that each has no right, title, interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. With respect to all deliverables, documents, records, data, and other materials (collectively "Materials") developed or licensed by University under this agreement, the Parties agree:

  - i. University may retain ownership of these Materials.
  - ii. Parties shall have unrestricted access to these Materials during the Term.
  - iii. Parties shall have an irrevocable, royalty-free, non-exclusive right and license to use, reproduce, publish, make derivative works, display, and perform publicly any Material first developed under this Agreement.
  - iv. The University shall notify the Parties a minimum of thirty (30) days prior to the University's plan to destroy any Materials during the Term.
  - v. At the discretion of the Parties, in the event University shall abandon its rights to any such Materials during the Term, University shall assign to Parties all of Grantee's rights, title and interest therein.
- p. Confidentiality. All Parties to this Agreement are subject to the Utah Government Records Access and Management Act, Section 63, G-2-101, et. seq., Utah Code Ann. ("GRAMA"), as amended; Under GRAMA, certain records in connection with this Agreement may be subject to public disclosure; the Parties acknowledge their confidentiality obligations under this Agreement shall be subject in all respects to compliance with GRAMA.
- q. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of

the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SALT LAKE COUNTY**

Catherine

By: Kanter

Mayor or Designee

Digitally signed by  
Catherine Kanter  
Date: 2021.04.22  
13:44:25 -06'00'

**UNIVERSITY OF UTAH**

SEE NEXT PAGE

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

Title: Director, Office of Sponsored Projects

Administrative Approval

By: Michael Shea

**UTAH TRANSIT AUTHORITY**

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

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

Approved as to Form:

By: Megan L. Smith

Megan L. Smith,  
Deputy District Attorney

Legal Approval: \_\_\_\_\_

**UTAH DIVISION OF AIR QUALITY**

SEE NEXT PAGE

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SALT LAKE COUNTY**

SEE PREVIOUS PAGE  
By: \_\_\_\_\_  
Mayor or Designee

**UNIVERSITY OF UTAH**

Digitally signed by Brent Brown  
Date: 2021.03.26 15:23:05 -06'00'  
By: Brent Brown  
Title: Director, Office of Sponsored Projects

Administrative Approval

By: SEE PREVIOUS PAGE \_\_\_\_\_


**UTAH TRANSIT AUTHORITY**

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

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

Approved as to Form:

By: Megan L. Smith  
Megan L. Smith,  
Deputy District Attorney

Legal Approval:  \_\_\_\_\_  
DocuSigned by: Mike Bell 70E33A415BA44F6

**UTAH DIVISION OF AIR QUALITY**

SEE NEXT PAGE  
By: \_\_\_\_\_

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SALT LAKE COUNTY**

By: SEE PREVIOUS PAGE  
Mayor or Designee

Administrative Approval

By: SEE PREVIOUS PAGE

Approved as to Form:

By: Megan L. Smith  
Megan L. Smith,  
Deputy District Attorney

**UNIVERSITY OF UTAH**

By: SEE PREVIOUS PAGE

Title: Director, Office of Sponsored Projects

**UTAH TRANSIT AUTHORITY**

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

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

Legal Approval: \_\_\_\_\_

**UTAH DIVISION OF AIR QUALITY**

By: [Signature]

Title: Director

## **APPENDIX A**

### **eBus Project: University Scope of Work**

The University of Utah will:

- a. Oversee the assembly of monitoring equipment. This will include the purchase of all necessary equipment with the funding provided by Salt Lake County and the setup and testing of all components, individually and as a unit.
- b. Coordinate with UTA on installation of equipment. The monitoring equipment will be placed inside boxes located on electric buses. University will work with UTA to establish a timeline to install the monitoring equipment inside the boxes they will design and develop.
- c. Advise and coordinate route planning with UTA. This will involve identifying potential bus routes to maximize the observation potential of this project.
- d. Be responsible for data gathering and storage. The sensor system will relay observation data to a central repository that will also serve as a storage site.
- e. Coordinate with Division of Air Quality on analyzing data. The data will undergo quality control using standard protocols, similar to the TRAX Air Quality Observation Project.
- f. In collaboration with Salt Lake County and DAQ, utilize the air monitoring instruments for research, other studies, and air quality monitoring. The University of Utah will facilitate data use for research and other studies.
- g. Designate a key contact for the project. This will be the person responsible for coordinating project related activities internally, as well as with the project partners.

## APPENDIX B

### Budget and Budget Justification

Personnel Costs: Management and science and QC	\$24,300
Personnel Costs: Technician(s)	\$5,000
Fringe Benefits (37%)	\$10,841
Lab/technical supplies and manufacturer calibration	\$6,700
Repairs and Maintenance	\$3,000
Equipment	\$91,200
Other Expenses	\$8,150
Total Direct Costs	\$149,191
Indirect Costs	\$5,799
Total Costs	\$154,990

#### PERSONNEL

Total: \$29,300

Salary support for Research Assistant Professor and Mendoza who will be leading the data analysis for the project. Also support for postdoctoral researcher Alex Jacques who will be leading the QA/QC of the eBus data for archival. Also support for technicians to assist with instrument maintenance as well as quality control, calibration, validation, archival, and public dissemination of the data obtained.

#### FRINGE BENEFITS

The fringe benefit rate for full-time faculty/staff is calculated at 37%.

#### NEW INSTRUMENTATION SYSTEMS

Total: \$91,200

New systems to be installed for PM<sub>2.5</sub>, O<sub>3</sub>, and NO<sub>x</sub> on three eBuses.

#### LAB/TECHNICAL SUPPLIES AND MANUFACTURER CALIBRATION

Total: \$6,700

Miscellaneous cables, tools, filters, hoses, and yearly factory calibration by the respective instrument manufactures.

#### REPAIRS AND MAINTENANCE

Total: \$3,000

Instrument repairs and maintenance.

#### OTHER EXPENSES

Total: \$8,150

Modem fees, power inverter, report and manuscript publishing costs.

#### INDRECT COSTS

University of Utah indirect costs are calculated at a rate of 10.0% of a Modified Total Direct Cost (MTDC).



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

Board of Trustees

Date: 6/9/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer and Grey Turner, Sr. Program Manager

**TITLE:**

**Resolution R2021-06-05 Approving the Execution of an Interlocal Agreement (ILA) with West Valley City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement**

<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Approve Resolution R2021-06-05 ratifying the Interlocal Agreement with West Valley City aka Tiger Grant Stakeholder Agreement (18-2656BM) and Supplement No. 1, and also approving Supplement No. 2. Supplement No. 2 provides additional funds for the West Valley Bike Lane Project as part of the TIGER First/Last Mile Program.
<b>BACKGROUND:</b>	UTA determined to treat Tiger Stakeholder Agreements as Interlocal Agreements (ILAs) in early 2019. Consequently, with regard to the Tiger Stakeholder Agreements executed prior to 2019, as subsequent Supplemental Agreements have been created, UTA staff has sought Board ratification of the original Tiger Stakeholder Agreements as Interlocal Agreements in conjunction with seeking Board approval for the respective Supplemental Agreement(s). This action seeks ratification of the initial Tiger Grant Stakeholder Agreement and Supplemental Agreement No. 1, both issued in 2018 and approval of Supplemental Agreement No. 2. to be issued at the current time.

<b>DISCUSSION:</b>	TIGER Stakeholder Agreement and Supplement No. 1 between UTA and West Valley City (Stakeholder Agreement 18-2656BM) were executed on March 30, 2018 between UTA and West Valley City for the Bike Lane Project as part of the TIGER First/Last Mile Program with a total budget of \$1,721,308, of which \$1,377,046 was from TIGER grant funding and \$344,262 was matching funds provided by West Valley City. Supplement No. 2 is to increase the budget of the West Valley Bike Lane Project by \$1,932,024.65, of which, additional local funds are being provided by West Valley City. The total West Valley Bike Lane Project budget with Supplement No. 2 will be \$3,653,332.65. The additional funding is required for construction of the West Valley Bike Lane Project under the TIGER First/Last Mile Grant Project. West Valley City will be invoiced for Supplement No. 2 City participation funds (\$1,932,024.65) upon execution of Supplement No. 2.
<b>ALTERNATIVES:</b>	Without the additional funding, there would not be enough budget to pay for the construction of phase 2 of the West Valley Bike Lane Project.
<b>FISCAL IMPACT:</b>	The additional West Valley City local project partner funding will increase the overall TIGER Grant Project Budget by \$1,932,024.65. The additional funds were not included in the original 2021 TIGER project budget, but savings from the delay in the 300 North Pedestrian Bridge project would allow us to advance the West Valley project for construction this summer. We will look to amend the TIGER project budget later this fall or in 2022 to accommodate the remaining projects.
<b>ATTACHMENTS:</b>	1) R2021-06-05 Approving West Valley City Interlocal Cooperative Agreement, including: • Exhibit A - Interlocal Cooperation Agreement • Exhibit B- Supplement Number 1 • Exhibit C - Supplement Number 2

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH WEST VALLEY  
CITY FOR PROVISION OF ADDITIONAL FUNDS TO SUPPLEMENT  
THE EXISTING TIGER STAKEHOLDER AGREEMENT**

R2021-06-05

June 9, 2021

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

WHEREAS, West Valley City (“West Valley”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and West Valley previously executed a TIGER Stakeholder Agreement (the “Agreement”), UTA Contract Number 18-2662BM on March 30, 2018 for West Valley’s TIGER First/Last Mile Project: the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC\_BKL\_5). The Agreement contemplated execution of a Supplement outlining specific details for the City project; and

WHEREAS the Authority and West Valley previously executed Supplement Number 1 to the Agreement on March 30, 2018, for the design and construction of the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC\_BKL\_5), and a budget for the project of \$1,721,308; and

WHEREAS, West Valley and the Authority now desire to enter into the Supplement Number 2 to the Interlocal Cooperation Agreement, which is attached hereto as Exhibit C, to increase the budget of the 2700 West Bike Lane; 4700 S to 4100 S Project (WVC\_BKL\_5) by \$1,932,024.65 for a total budget of \$3,653,332.65; and

WHEREAS, of the \$3,653,332.65 budgeted for this project, \$1,377,046 will come from TIGER Grant funds and \$2,276,286.65 from West Valley City funds; and

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

1. That the Board hereby ratifies and approves the Interlocal Cooperation Agreement with West Valley City, comprising of the Agreement, as set forth in Exhibit A; Supplement Number 1, as set forth in Exhibit B; and Supplement Number 2, as set forth in Exhibit C.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Supplement No. 2 to the Interlocal Cooperation Agreement with West Valley City in substantially the same form as attached as Exhibit C.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement, comprising of the Agreement, Supplement Number 1, and Supplement Number 2.
4. That the corporate seal be attached hereto.

Approved and adopted this 9th day of June 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
 5E3267B1CF024B0...  
 Legal Counsel

Exhibit A  
(Interlocal Cooperation Agreement)

**STAKEHOLDER AGREEMENT  
WEST VALLEY CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO. <u>18-02</u></b>	<b>UTA CONTRACT NO. <u>18-26628M</u></b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 1,721,308</b>
		<b>CITY REPRESENTATIVE: DAN JOHNSON</b>

This Stakeholder Agreement ("Agreement") is entered into this 30<sup>th</sup> day of MARCH 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and West Valley City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

- any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.
8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
  9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
  10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
  11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
  12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.



**EXHIBIT "A"**

**TIGER Projects  
City Projects/Financial Commitments**

**EXHIBIT "B"**

**Form of Supplement to Stakeholder Agreement**

**SUPPLEMENT NO. \_\_ TO  
STAKEHOLDER AGREEMENT  
\_\_\_\_\_ CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO.</b>	<b>UTA CONTRACT NO.</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:</b>		<b>VALUE OF CITY PROJECTS</b>
		<b>\$</b>
		<b>CITY REPRESENTATIVE:</b>

THIS SUPPLEMENT NO. \_\_ TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_, by and between UTAH TRANSIT AUTHORITY, a public transit district (“UTA”), and \_\_\_\_\_ (“City”).

The parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:  
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ \_\_\_\_\_

ADDITIONAL FUNDING SOURCES: \$ \_\_\_\_\_

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

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

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

Approved as to Form:

\_\_\_\_\_  
UTA Legal Counsel

\_\_\_\_\_ CITY

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

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

**EXHIBIT "C"**

**Form of Modification Supplement**

**MODIFICATION SUPPLEMENT TO  
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and \_\_\_\_\_ City, a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. \_\_\_\_ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City \_\_\_\_\_

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**(CITY)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

\_\_\_\_\_  
UTA Engineering

\_\_\_\_\_  
UTA Legal

**EXHIBIT "D"****Annual City Projects Maintenance Report**

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority  
Asset Management Group  
669 West 200 South  
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit B

(Supplement Number 1 to Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 1 TO  
STAKEHOLDER AGREEMENT  
WEST VALLEY CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO. <u>2018-02</u></b>	<b>UTA CONTRACT NO. <u>18-26628M</u></b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S</b>		<b>VALUE OF CITY PROJECTS \$ 1,721,308</b>
		<b>CITY REPRESENTATIVE: DAN JOHNSON</b>

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this 30<sup>th</sup> day of MARCH, 2018, by and between UTAH TRANSIT AUTHORITY, a public transit district ("UTA"), and West Valley City ("City").

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:  
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2021 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 15, 2020. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	<u>\$ 1,721,308</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	<u>\$ 1,377,046</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ 344,262</u>
ADDITIONAL FUNDING SOURCES:	<u>\$ N/A</u>

UTA agrees that at all times throughout the entire Term of the Stakeholder Agreement and this Supplement No. 1 to The Stakeholder Agreement, the City shall perform its obligations as the Owner and not as construction manager or contractor. The City shall not be deemed to be a construction manager or contractor at any point in the Project or at any time during the Term of the Stakeholder Agreement and

this Supplement No. 1 to The Stakeholder Agreement. UTA and its construction manager or contractor shall have complete and exclusive control over the site of the Project and shall comply with all applicable safety requirements.

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By [Signature]  
Title CEO  
Date: 4-3-18

By [Signature]  
Title Acting VP, Gen  
Date: 4/3/18

Approved as to Form:

\_\_\_\_\_  
UTA Legal Counsel

WEST VALLEY CITY

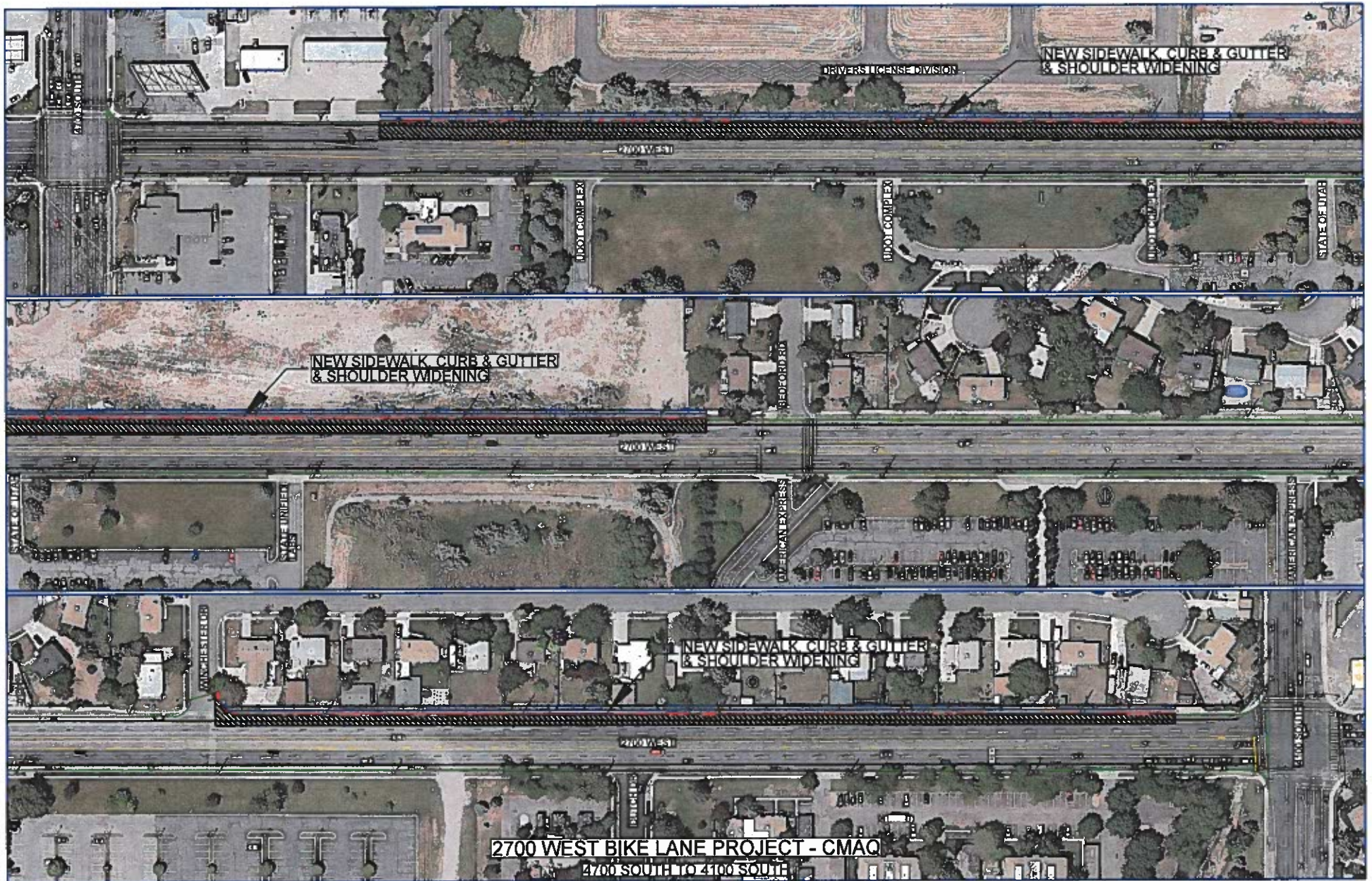
By [Signature]  
Title Mayor  
Date: 2-27-18

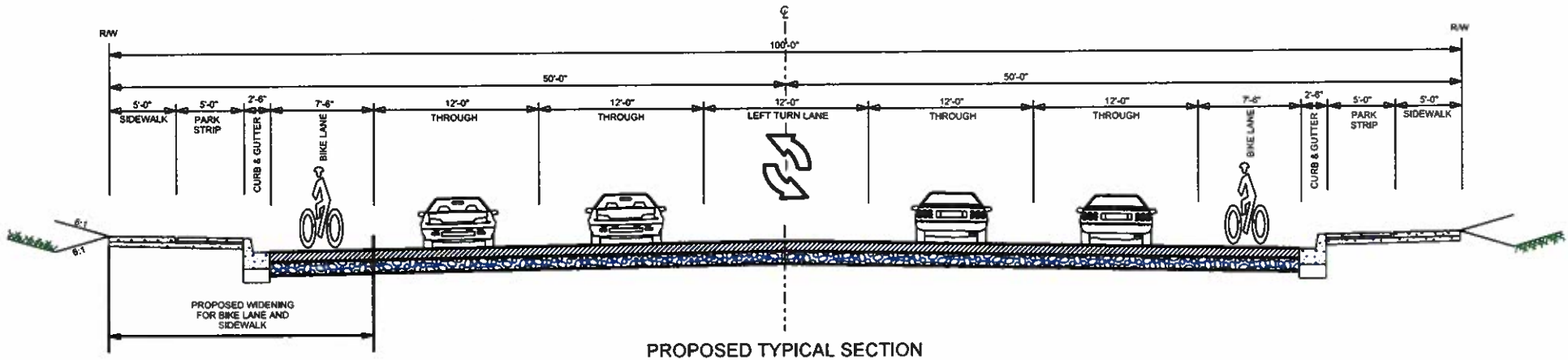
APPROVED AS TO FORM  
West Valley City Attorney's Office  
By: [Signature]  
Date: 2/14/18

at test: By [Signature]  
Title City Recorder  
Date: 2-27-18



Project ID	Project Description	Project Type	MUNICIPALITY	Project Status Cost	Program Management	Feasibility	Construction Engineering - Project Management Costs	Design	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Available Funds	Year Funding Available	Year Funds Available
wvvc_001_5	2700 West Blue Lanes- 4700 South to 4100 South	Side Lane	West Valley City	\$1,721,308	\$142,126	\$221,138	\$255,265	\$133,277	\$111,138	\$344,262	City - Local					\$144,262	\$1,377,046	2021
				\$1,721,308	\$142,126	\$221,138	\$255,265	\$133,277	\$111,138	\$344,262		\$0				\$344,262	\$1,377,046	





## 2700 WEST BIKE LANE PROJECT 4700 SOUTH TO 4100 SOUTH

2700 West Bike Lanes - SR-201 to Bangerter Highway

Segment From	Segment To	MP From	MP To	Length (miles)	AADT	Bike Lane Current Condition	Length of Gaps
3200 West at SR-201	2700 South	15.27	16.643	1.373 miles	5330	Striped Bike Lanes	
2700 South	3100 South	14.701	15.27	0.569 miles	9170	Striped Bike Lanes	
3100 South	3500 South	14.2	14.701	0.501 miles	14015	Striped Bike Lanes	
3500 South	3800 South	13.703	14.2	0.497 miles	15335	Striped Bike Lanes	
3800 South	4100 South	13.207	13.703	0.496 miles	15640	Bike Lanes Coming in 2018 with WVC Funding	
4100 South	4700 South	12.206	13.207	1.001 miles	15980	Narrow bike lane east side - No Shoulder west	3584 feet
4700 South	5400 South	11.209	12.206	0.997 miles	16945	Striped Bike Lane	
5400 South	6200 South	10.217	11.209	0.992 miles	11725	Striped Bike Lane	
6200 South	7000 South	9.218	10.217	0.999 miles	10115	Striped Bike Lane with Gaps	Road is wide enough, could be restriped
7000 South	7800 South	8.22	9.128	0.908 miles	10870	Wide Shoulder	Could be restriped
7800 South	9000 South	6.727	8.22	1.493 miles	8915	Wide Shoulder with Striped Bike Lanes	Could be restriped, partially striped
9000 South	10400 South	4.982	6.727	1.745 miles	6715	Striped Bike Lane with Gaps	1320 feet
10400 South	11400 South	3.737	4.982	1.245 miles	6760	Striped Bike Lane	
11400 South	12600 South	2.238	3.737	1.499 miles	7855	Narrow Segment	923 feet
12600 South	Bangerter Highway	0.723	2.238	1.515 miles	5125	Striped Bike Lane except very south end	2370 feet

15.830 miles

**PROJECT NAME:** 2700 West Bike Lanes - 4700 South to 4100 South - NORTH SEG **Funding Type:** CMAQ

**Cost Estimate - Concept Level**

Prepared By: **Dan Johnson** Date: 2/2/2018

Proposed Project Scope: **Construct improvements to allow the addition of bike lanes on 2700 West.**

Who owns this facility?	City
Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (Oct-Sept) = 2017	
Assumed Construction FY Year = 2021	
Construction Items Inflation Factor = 1.21	4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) =	
Preliminary Engineering (% of Construction + Incentives) = 9.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Enter 2023 for STP & CMAQ Projects and 2019 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$2,500	
Roadway and Drainage	\$389,688	
Traffic and Safety	\$0	
Structures	\$0	
Environmental Mitigation	\$0	
ITS	\$0	
Other Construction Cost	\$0	Information Needs to be Provided on Separate Spreadsheet
	Subtotal	\$392,188
	Items not Estimated (3%)	\$11,766
	Construction Subtotal	\$403,954
P.E. Cost	P.E. Subtotal =	\$36,739 9%
C.E. Cost	C.E. Subtotal =	\$40,822 10%
Right of Way	Right of Way Subtotal =	\$0
Utilities	Utilities Subtotal =	\$0
Incentives	Incentives Subtotal =	\$4,262
Miscellaneous	Miscellaneous Subtotal =	\$0
		Information Needs to be Provided on Separate Spreadsheet
<i>This field could be used for those non-construction type projects</i>		

Project Cost Estimate	2017	2021	Remarks
Concept Report Cost	\$0		
Work Prior to an Approved Environmental Document	\$0		Cost not Eligible for Federal Aid
Environmental Document	\$0		
P.E.	\$36,700	\$41,300	
Right of Way	\$0	\$0	
Utilities	\$0	\$0	
Construction	\$404,000	\$488,700	
C.E.	\$40,800	\$45,900	
Incentives	\$4,300	\$5,200	
Aesthetics	0.75% \$3,000	\$3,600	
Change Order Contingency	5.00% \$20,400	\$24,700	
UDOT Oversight	5.00% \$22,600	\$27,300	
Miscellaneous	\$0	\$0	
<b>TOTAL</b>	<b>\$531,800</b>	<b>\$636,700</b>	

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0	
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Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)			Information Needs to be Provided
Explain: Additional city matching funds to offset high cost of project.			

Estimated Total Project Cost	2017	\$531,800	2021	\$636,700
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PROPOSED FEDERAL FUNDS REQUESTED	TOTAL	\$495,797	TOTAL	\$593,595
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Required Matching Funds	TOTAL	\$36,003	TOTAL	\$43,105
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Project Sponsors TOTAL Estimated Investment	2017	\$36,003	2021	\$43,105
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Project Assumptions/Risks

- 1 All Right of Way has been acquired
- 2 Road will be chip sealed prior to restriping
- 3
- 4
- 5
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- 7

- 8
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- 10
- 11
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- 13
- 14

**PROJECT NAME:** 2700 West Bike Lanes - 4700 South to 4100 South - SOUTH SEG **Funding Type:** CMAQ  
**Cost Estimate - Concept Level**

Prepared By: **Dan Johnson** Date: **2/2/2018**

Proposed Project Scope: **Construct improvements to allow the addition of bike lanes on 2700 West.**

Who owns this facility?	City
Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (Oct-Sept) = 2017	
Assumed Construction FY Year = 2021	
Construction Items Inflation Factor = 1.21	4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) = 3.0%	
Preliminary Engineering (% of Construction + Incentives) = 9.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Enter 2023 for STP & CMAQ Projects and 2019 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$2,500	
Roadway and Drainage	\$574,828	
Traffic and Safety	\$0	
Structures	\$0	
Environmental Mitigation	\$0	
ITS	\$0	
Other Construction Cost	\$0	Information Needs to be Provided on Separate Spreadsheet
	Subtotal	\$577,328
	Items not Estimated (3%)	\$17,320
	Construction Subtotal	\$594,648
P.E. Cost	P.E. Subtotal =	\$53,742 9%
C.E. Cost	C.E. Subtotal =	\$59,713 10%
Right of Way	Right of Way Subtotal =	\$0
Utilities	Utilities Subtotal =	\$0
Incentives	Incentives Subtotal =	\$2,485
Miscellaneous	Miscellaneous Subtotal =	\$0
		Information Needs to be Provided on Separate Spreadsheet
<i>This field could be used for those non-construction type projects</i>		

Project Cost Estimate	2017	2021	Remarks
Concept Report Cost	\$0		
Work Prior to an Approved Environmental Document	\$0		Cost not Eligible for Federal Aid
Environmental Document	\$0		
P.E.	\$53,700	\$80,400	
Right of Way	\$0	\$0	
Utilities	\$0	\$0	
Construction	\$594,600	\$719,200	
C.E.	\$59,700	\$87,200	
Incentives	\$2,500	\$3,000	
Aesthetics	0.75% \$4,500	\$5,400	
Change Order Contingency	5.00% \$30,000	\$36,300	
UDOT Oversight	5.00% \$33,100	\$40,000	
Miscellaneous	\$0	\$0	
<b>TOTAL</b>	<b>\$778,100</b>	<b>\$931,500</b>	

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0	
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Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)			Information Needs to be Provided
Explain: Additional city matching funds to offset high cost of project.			

Estimated Total Project Cost	2017	\$778,100	2021	\$931,500
PROPOSED FEDERAL FUNDS REQUESTED	TOTAL	\$725,423	TOTAL	\$868,437
Required Matching Funds	TOTAL	\$52,677	TOTAL	\$63,063
Project Sponsors <u>TOTAL</u> Estimated Investment	2017	\$52,677	2021	\$63,063

Project Assumptions/Risks

- 1 All Right of Way has been acquired
- 2 Road will be chip sealed prior to restriping
- 3
- 4
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**EXHIBIT "C"**

**Form of Modification Supplement**

## MODIFICATION SUPPLEMENT TO STAKEHOLDER AGREEMENT

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and \_\_\_\_\_ City, a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

### RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

### AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. \_\_\_\_ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City \_\_\_\_\_]

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**(CITY)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

\_\_\_\_\_  
UTA Engineering

\_\_\_\_\_  
UTA Legal

## EXHIBIT "D"

### Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority  
Asset Management Group  
669 West 200 South  
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit C

(Supplement Number 2 Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 2 TO  
STAKEHOLDER AGREEMENT  
WEST VALLEY CITY**

TIGER GRANT

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 18-2662BM</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 3,653,332.65</b>
		<b>CITY REPRESENTATIVE: DAN JOHNSON</b>

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and West Valley City (“City”).

The parties hereto entered into a Stakeholder Agreement dated March 30, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to a Supplement No. 1 to Stakeholder Agreement dated March 30, 2018 to outline specific details for City Project WVC\_BKL\_5: 2700 West Bike Lane; 4700 S to 4100 S to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project WVC\_BKL\_5: 2700 West Bike Lane; 4700 S to 4100 S, to be completed thereunder. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 remain in full force and effect unless otherwise specified herein.

1. Estimated Total Cost of Work: The parties hereto desire to increase the estimated budget for the City Project by One Million Nine Hundred Thirty Two Thousand Twenty Four Dollars and Sixty Five Cents (\$1,932,024.65), for a total estimated budget of Three Million Six Hundred Fifty Three Thousand Three Hundred Thirty Two Dollars and Sixty Five Cents (\$3,653,332.65). The Estimated Total Cost of Work and funding sources is summarized below:

	SUPPLEMENT NO. 1	SUPPLEMENT NO. 2	TOTAL
<b>ESTIMATED BUDGET:</b>	<b>\$1,721,308</b>	\$1,932,024.65	<b>\$3,653,332.65</b>
ESTIMATED AMOUNT OF TIGER PARTICIPATION:	\$1,377,046	\$0	\$1,377,046
ESTIMATED AMOUNT OF CITY PARTICIPATION	\$344,262	\$1,932,024.65	\$2,276,286.65

Upon full execution of this Supplement No. 2, UTA will be authorized to continue construction for the work covered under the City project described in Supplement No. 1 and the City will be invoiced for the City Participation funds (\$1,932,024.65). City shall be responsible for all costs in excess of the TIGER

Grant funding less the City Participation funds identified herein. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA.

UTA considers the 2018 Stakeholder Agreement to be an Interlocal Cooperative Agreement (ILA) and this supplement to be an ILA supplement. Therefore, in satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Utah Interlocal Cooperation Act.

B. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the Utah Interlocal Cooperation Act.

D. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

The provisions described above are applicable to the 2018 Stakeholder Agreement as well as Supplements No. 1 and 2.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

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

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

Reviewed and Approved as to Form:

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...  
UTA Legal Counsel

WEST VALLEY

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

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



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 6/9/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
 David Hancock, Director of Capital Construction

**TITLE:**

**Contract: SD100 Door Overhaul Parts Procurement (Vapor Stone Rail Systems and Hydraulic Electric Component Supply, Inc.)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve contract and purchase orders, and their associated disbursements, with Vapor Stone Rail Systems and Hydraulic Electric Component Supply, Inc. to procure the parts needed for the SD100 door overhaul on the light rail overhaul program.
<b>BACKGROUND:</b>	UTA released an Invitation to Bid (IFB) to procure parts to overhaul the doors on the 23-SD100 light rail vehicles which have 8 doors per vehicle. The doors are one of the most frequent faults impacting revenue service. The overhaul will help reduce the faults. The overhaul work will be performed by internal UTA staff.
<b>DISCUSSION:</b>	UTA received 3 bids and based on price has awarded to two suppliers. The IFB provided that UTA had the right to award multiple contracts (purchase orders) for various door parts based on the best price offered per part. Two vendors were selected to provide various parts. Fourteen parts in various quantities are being supplied by Vapor Stone Rail. One part at a quantity of 403 is being supplied by Hydraulic Electric Component Supply at the total prices shown below. The total cost of this Contract is \$ 311,301.95 1. Vapor Stone Rail: \$280,412.00 (various quantities of 14 different parts) 2. Hydraulic Electric Component Supply, Inc.: \$30,889.95 (quantity of 403 of 1 part) Attached is the "Offer and Acceptance" from both suppliers. There are also two purchase orders attached that detail the list of parts being purchased from each Vendor. The overhaul project will start once all parts have been received. UTA anticipates the start date will be October 2021 and will take approximately 2 years to complete. We request the Board authorize procuring the parts required for the overhaul of the SD100 doors.

<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Vapor Stone Rail Systems and Hydraulic Electric Component Supply, Inc.
Contract Number:	21-03432
Base Contract Effective Dates:	6/9/2021
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$311,301.95
Procurement Method:	IFB: Low Price
Funding Sources:	Capital Projects 2021 Budget
<b>ALTERNATIVES:</b>	If we defer the door overhaul, the faults will increase which will negatively impact revenue service.
<b>FISCAL IMPACT:</b>	This budget is included in the 2021 Capital Program under project code: SGR040
<b>ATTACHMENTS:</b>	1) Offer and Acceptance: Vapor Stone Rail Systems 2) Offer and Acceptance: Hydraulic Electric Component Supply, Inc. 3) Purchase Order: Vapor Stone Rail Systems 4) Purchase Order: Hydraulic Electric Component Supply, Inc.



## INVITATION FOR BID

### Cover Sheet

<b>General Information</b>		
Project Name	SD 100 Door Overhaul Parts	
Project Description	Provide Door Parts	
Project Start Date/Length	6 months	
Contract Type	Firm Fixed Price	
UTA Project Manager	Kyle Stockley	
Funding Source	Local <input checked="" type="checkbox"/>	<input type="checkbox"/> State <input type="checkbox"/> Federal
DBE Goal	NA	
<b>Procurement Process Information</b>		
IFB No.	21-03432	
Contract Administrator	Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 287-1925 jhiggins@rideuta.com	
This procurement will be an Invitation for Bid (IFB).	Award will be made to the low Responsive and Responsible bidder.	
FIB Schedule:		
A) Issue Invitation to Bid	April 9, 2021	
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	April 23, 2021, 2:00 pm	
C) Last day for UTA to issue addenda and clarifications	April 30, 2021	
D) <b>Deadline to submit bids</b>	<b>May 5, 2021, 2:00 pm</b>	
<b>Included as part of this IFB</b>		
Part 1 – Project Specific Information		
Part 2 – Procurement Process Information		
Part 3 – Standard Solicitation Terms		
Part 4 – Standard Contract Terms		
Part 5 – Forms		
<b>Bid Contents</b>		
Submittal Instructions		
<ul style="list-style-type: none"> <li>Supply pricing through SciQuest and all required forms (signed) shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		

**Required Forms**

To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:

- Signed Bid Forms and Declarations



## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL OVERVIEW:**

**This Invitation For Bids is to supply Utah Transit Authority (UTA) with SD 100 Door Parts for an overhaul for UTA Light Rail Vehicles (LRV's). Please refer to the detailed list of parts attached as an excel spreadsheet.**



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low responsive and Responsible bidder(s). UTA reserves the right to award to multiple bidders.

#### **BID FORMAT AND CONTENT**

- Bid Sheet attached as an excel document
- Declarations and Offer, and Conflict of Interest



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Deadline to Submit Bids” date and time listed on the Cover Sheet (as amended from time-to-time in accordance with this IFB). Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

#### 1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder Proposer must follow the procedure set forth in UCA §63G-6a-309.

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

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;
- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;

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

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.4 Submitting Questions to UTA**

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

#### **1.1.5 Requests for Approved Equals or Changes**

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

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement. UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

UTA's responses to timely Requests will be posted to the SciQuest Q&A page.

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

### **1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

### **1.1.7 Multiple or Alternative Bids**

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

### **1.1.8 Withdrawal of Bids**

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

### **1.1.9 Cost of Bids**

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

### **1.1.10 Examination of Invitation for Bids**

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

### **1.1.11 Firm Offer**

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

### **1.1.12 Disclosure of Organizational Conflict of Interest**

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

### **1.1.13 No Collusion**

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

## **1.2 SELECTION PROCESS**

### **1.2.1 Public Opening**

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

### **1.2.2 UTA's Procurement Options**

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

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

### **1.2.3 Responsiveness**

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

### **1.2.4 Responsibility**

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

### **1.2.5 Checking References.**

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

### **1.2.6 Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does

not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

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

### **1.3 PROTESTS**

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

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

All protests must include:

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

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

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

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



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/proposal form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of

loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.

9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:** Vendor will promptly submit invoices (within 30 days of delivery of the applicable Goods and/or Services) to UTA in accordance with the Solicitation Documents. The UTA Contract number shall be listed on all invoices, freight tickets, and correspondence relating to the Contract. The prices paid by UTA will be those prices listed in the Vendor's response to the accepted and counter-executed bid/proposal form. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.
12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
13. **INSURANCE:** Vendor shall maintain worker's compensation insurance in accordance with applicable laws and shall also maintain general liability insurance with policy limits no less than two million per occurrence and four million in the aggregate. Vendor shall include UTA as an additional insured with respect to such insurance. Upon request, Vendor shall provide proof of insurance to UTA.
14. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at

Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Vendor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
24. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be 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.



## INVITATION FOR BIDS

### Part 5 – Declarations, Offer, and Conflict of Interest Form

#### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (*see* Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.

(Contractor's Name)

(Signature)

GARY BOYLE

(Print Name)

**B. CONTRACTOR’S OFFER**

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

HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.



(Contractor’s Name)

(Signature)

340 VERNON WAY, STE H. EL CAJON, CA 92020

GARY BOYLE

(Contractor’s Address)

(Print Name)

(619) 258-7377

CEO

(Contractor’s Phone Number)

(Title)

SALES@HECSBUSPARTS.COM

05/03/2021

(Contractor’s Email Address)

(Date)

33-0170048

(Contractor’s EIN)

**DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST**

Proposers must provide a narrative describing any Organizational Conflicts of Interest, either real or perceived. See Part 3 of the IFB for more information. Proposers must describe in detail how it has managed such organizational conflicts of interest to ensure that the Proposer has not gained an unfair competitive advantage.

Use the space below, and additional sheets if necessary.

**B. UTA’S ACCEPTANCE**

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

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

DocuSigned by:  
*Mike Bell* 5/14/2021  
Approved as to Form and Content  
361F16F838704A9...  
Assistant Attorney General  
UTA Counsel



## INVITATION FOR BIDS

### Part 5 – Declarations, Offer, and Conflict of Interest Form

#### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (*see* Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.


Vapor Stone Rail Systems  
(Contractor's Name)

  
(Signature)

Gary Cole  
(Print Name)

**B. CONTRACTOR'S OFFER**

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

<u>Vapor Stone Rail Systems</u> (Contractor's Name)	 (Signature)
<u>72 Arizona Ave, Plattsburgh, NY 12903</u> (Contractor's Address)	<u>Gary Cole</u> (Print Name)
<u>518-561-0044</u> (Contractor's Phone Number)	<u>Project Manager / CSR</u> (Title)
<u>gcole@wabtec.com</u> (Contractor's Email Address)	<u>5/4/2021</u> (Date)
<u>25-1615902</u> (Contractor's EIN)	

**DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST**

Proposers must provide a narrative describing any Organizational Conflicts of Interest, either real or perceived. See Part 3 of the IFB for more information. Proposers must describe in detail how it has managed such organizational conflicts of interest to ensure that the Proposer has not gained an unfair competitive advantage.

Use the space below, and additional sheets if necessary.

**B. UTA'S ACCEPTANCE**

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

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

DocuSigned by:  
*Mike Bell*  
Approved as to Form and Content  
Assistant Attorney General  
UTA Counsel

<b>VAPOR STONE RAIL SYSTEMS</b> <b>DIVISION OF WABTEC CANADA INC.</b> <b>7955 RELIABLE PARKWAY</b> <b>CHICAGO, IL 60686</b>			PURCHASE ORDER NUMBER		
			<b>OP</b>		
				<b>1122351</b>	
		<b>Utah Transit Authority</b>		<b>PO Number Must Appear On All Invoices And Shipments</b>	
				<b>VENDOR NUMBER</b>	<b>PO DATE</b>
				1205561	5/11/2021
<b>SEND INVOICE TO:</b>		<b>SHIP TO:</b>		<i>An Equal Opportunity Employer</i>	
<b>AP@RIDEUTA.COM</b>		<b>ATTENTION: RECEIVING</b>		<b>ORDER TAKEN BY</b>	
669 W 200 S		<b>2264 S 900 W</b>		<b>BUYER</b>	
SLC, UT 84101		<b>801-287-3008</b>		<b>Higgins, Jolene M</b>	
		<b>www.rideuta.com</b>		<b>PAGE NUMBER</b>	
				1 of 1	

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed  
**Utah Transit Authority Is Tax Exempt** Higgins, Jolene M  
 Total PO Value: 280,412.00

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00004457	5/11/21	560 FT	07384742	HOSE, CLEAR PLASTIC (TUBING) OOS 212556 - 4200(OH)	.2200	123.20
2	00004457	5/11/21	4 EA	3733054059	RELAY VDC (DUR)DR OP OOS 209594 - 4310(OH)	235.4000	941.60
3	00004457	5/11/21	380 EA	5833651204	DOOR EDGE ASSY SENSITIVE OOS 212569 - 4200(OH)	261.0800	99,210.40
4	00004457	5/11/21	53 EA	5914718401	BRACKET ROLLER LH DOOR OOS 212579 - 4200(OH)	132.3800	7,016.14
5	00004457	5/11/21	405 EA	20042032013	SPRING COMPRESSION DR LK OOS 209590 - 4310(OH)	5.8700	2,377.35
6	00004457	5/11/21	200 EA	59210853	RESISTER CAPACITOR ASSY OOS 209597 - 4310(OH)	52.6000	10,520.00
7	00004457	5/11/21	16 EA	59230295	SOLENOID & BRACKET ASSY OOS 209586 - 4310(OH)	2878.3000	46,052.80
8	00004457	5/11/21	21 EA	5923029501	SOLENOID & BRACKET ASSY OOS 209587 - 4310(OH)	2928.2000	61,492.20
10	00004457	5/11/21	12 EA	39230117	VOLTAGE RELAY OOS 209593 - 4310(OH)	751.1000	9,013.20
11	00004457	5/11/21	405 EA	58710320	LED, DOOR OPERATOR OOS 212636 - 4200(OH)	67.6000	27,378.00
12	00004457	5/11/21	51 EA	A1293000	BRACKET, ROLLER RH OOS 212616 - 4200(OH)	123.3400	6,290.34
13	00004457	5/11/21	41 EA	59226815	PIN ASSEMBLY OOS 212639 - 4200(OH)	147.9100	6,064.31
14	00004457	5/11/21	21 EA	5771619402	PLATE AND STUD ASSY, WELDED OOS 212638 - 4200(OH)	187.2600	3,932.46

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

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

<b>Hydraulic Electric Component Supply Inc</b> <b>340 Vernon Way Suite H</b> <b>El Cajon CA 92020</b>			PURCHASE ORDER NUMBER	
			<b>OP</b>	
				<b>1122352</b>
				<b>Utah Transit Authority</b>
				<b>PO Number Must Appear On All Invoices And Shipments</b>
		<b>VENDOR NUMBER</b>		<b>PO DATE</b>
		1502288		5/11/2021
<b>SEND INVOICE TO:</b>		<b>SHIP TO:</b>		<i>An Equal Opportunity Employer</i>
<b>AP@RIDEUTA.COM</b>		<b>ATTENTION: RECEIVING</b>		<b>ORDER TAKEN BY</b>
669 W 200 S		<b>2264 S 900 W</b>		<b>BUYER</b>
SLC, UT 84101		<b>801-287-3008</b>		<b>PAGE NUMBER</b>
		<b>www.rideuta.com</b>		Higgins, Jolene M
				1 of 1

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed  
**Utah Transit Authority Is Tax Exempt** Higgins, Jolene M  
Total PO Value: 30,889.95

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00004457	5/11/21	403 EA	5892039712	SWITCH PRESSURE WAVE OOS 209589 - 4310(OH)	76.6500	30,889.95

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

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



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 6/9/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer  
 David Hancock, Director of Capital Construction

**TITLE:**

**Change Order: Master Stray Current Monitoring Agreement Amendment (Dominion Energy)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve expense request and authorize Executive Director to execute Modification No. 1 to the Master Stray Current Mitigation contract (UTA Contract No. 15-360) with Dominion Energy and authorize issuance of the associated purchase order (PO) in the amount of \$1,750,000.
<b>BACKGROUND:</b>	In 2011, UTA entered into a Master Stray Current Mitigation contract with Questar Gas (now Dominion Energy) to monitor the effects of UTA's light rail system relative to Dominion's gas pipeline infrastructure. This contract was established on April 27, 2011 and expires April 27, 2026. This is a time and materials contract, and there is no finalized amount provided in the agreement. However, the annual cost has ranged between \$300,000 and \$400,000 historically. The contract contained a System Description (Exhibit A) and a List of Test Sites (Exhibit B) which had now become out-of-date.
<b>DISCUSSION:</b>	UTA Staff is requesting approval to execute Modification No. 1 and an associated PO with Dominion Energy in the amount of \$1,750,000. This PO covers five years (2021-2025) with a not to exceed amount (NTE) of \$350,000 annually. If approved, this addition will bring the total contract value to \$5,464,140. Modification No. 1 contains an updated System Description under Exhibit A and provides an updated List of Test Stations. The List of Test Stations in moved from Exhibit B to an Addendum 1 which may be updated periodically by mutual agreement without requiring a contract amendment or modification. The scope of this contract includes reimbursement for the following activities: • Stray current monitoring • Stray current mitigation • Required repairs • Independent verification of testing results
<b>CONTRACT SUMMARY:</b>	

Contractor Name:	Dominion Energy
Contract Number:	15-1360
Base Contract Effective Dates:	April 27 <sup>th</sup> , 2011 through April 27 <sup>th</sup> , 2026
Extended Contract Dates:	NA
Existing Contract Value:	\$3,714,140.00
Amendment Amount:	\$1,750,000.00
New/Total Amount Contract Value:	\$5,464,140.00
Procurement Method:	N/A
Funding Sources:	SGR and Capital Projects 2021 Budget
<b>ALTERNATIVES:</b>	There are no alternatives at the current time.
<b>FISCAL IMPACT:</b>	This budget is included in the 2021 Capital Program. The five-year capital budget also includes the requested funding amount for years 2022-2025.
<b>ATTACHMENTS:</b>	1) Modification 1 2) Contract 3) Purchase Order

**MODIFICATION NUMBER ONE  
TO CONTRACT 15-1360**

This Modification Number One to the Master Stray Current Mitigation Contract Agreement (“Master Agreement”) is hereby entered into and made effective as of the date of the 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, (hereinafter “UTA”) and Dominion Energy (Questar Gas Company) Utah 1250 – PO Box 26542, Richmond, V 23261, a Utah Corporation hereinafter (the “Company”).

RECITALS

WHEREAS, on April 27, 2011 UTA and the Company signed the Master Stray Current Mitigation Agreement for the original period through April 10, 2026; and

WHEREAS, circumstances have not allowed the Parties to update the Description of the System, Exhibit A - Depiction of System, and Exhibit B- List of Test Stations, as contemplated by the original Agreement; and

WHEREAS, the Parties desire to update the Description of the System and also Exhibit A; and

WHEREAS, the Parties agree that the information contained in Exhibit B changes frequently and should be removed from Exhibit B and instead included in an Addendum to the Master Agreement, and

WHEREAS, The Parties now desire to update and modify the Master Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in reference, 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. Paragraph 2. Definition of the System: Below represent system additions since the execution of the original agreement:
  - A. The West Valley extension which extends approximately from 2100 South and 200 West in South Salt Lake to approximately 3575 South 2730 West in West Valley City.
  - B. The Mid-Jordan extension which extends approximately from Winchester St and Cottonwood St in Murray to approximately 11350 South and Grandville Ave in South Jordan.

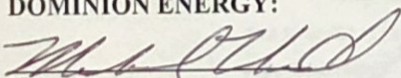
- C. The Airport extension which extends from approximately 300 West and South Temple in Salt Lake City to the Airport Terminal at Salt Lake Airport in Salt Lake City.
- D. The Draper extension which extends from approximately 10000 South and 115 East in Sandy to approximately Pioneer Rd and 1130 East in Draper.
- E. The Sugarhouse Streetcar line extends from approximately 2200 South and 200 West in South Salt Lake to Sugarmont Dr and McClelland St in Salt Lake City.

Such segments or lines are hereafter referred to collectively as the "System," and are depicted on Exhibit A hereto.

- 2. Exhibit A – Exhibit A is updated with a current diagram which depicts the updated system described in Paragraph. 2 above.
- 3. The List of Test Stations is hereby removed from Exhibit B and Exhibit B is deleted.
- 4. An Addendum No. 1 to the Contract is hereby created containing the List of Test Stations which may be updated periodically as required by modification to the addendum without the need to modify the Master Agreement.
- 5. Other Terms Remain in Effect: Except to the extent expressly amended by this Modification Five, all terms and conditions of the Contract Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

**DOMINION ENERGY:**

  
Name:

DIRECTOR - ENGINEERING

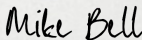
Title

**UTAH TRANSIT AUTHORITY:**

\_\_\_\_\_  
Carolyn M. Gonot  
Chief Executive Officer

\_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

DocuSigned by:

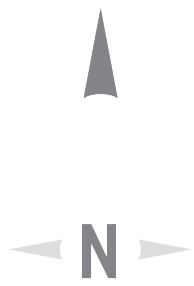


361F16F838704A91  
Michael Bell

Assistant Attorney General

EXHIBIT A

# U T A L R T SYSTEM MAP



## LEGEND

- B** TRAX Blue Line (Salt Lake Central-Draper Town Center)
- G** TRAX Green Line (Airport-West Valley Central)
- R** TRAX Red Line (University Medical Center-Daybreak Parkway)
- S** S-Line Streetcar (Central Pointe-Fairmont)

801-RIDE-UTA (743-3882) | @RideUTA | rideuta.com

**Exhibit B – DELETED**

**Addendum No. 1 – List of Test Stations**

**Addendum No. 1 – List of Test Stations**

	Area	TEST POINT ID	Location Description	LATITUDE	LONGITUDE
1	Airport	0718-072-010-020APT	Airport Police Station	40.78333	-111.98035
2	Airport	0718-072-020-027APT	330 N 3700 W	40.77686	-111.97989
3	Airport	0718-080-030-002APT	1000 W. N. Temple	40.77105	-111.91985
4	Airport	0718-086-020-004APT	133 N. Redwood Rd.	40.77193	-111.93943
5	Airport	0718-086-020-005APT	155 N. Redwood Rd.	40.7726	-111.93942
6	Airport	0718-086-030-028APT	1699 W N Temple	40.77127	-111.939
7	Airport	0718-095-020-041APT	N Temple Station Pit (East IHP)	40.77165	-111.94991
8	Airport	0718-096-020-003APT	65 N. 1000 W.	40.77103	-111.91979
9	Airport	0718-096-020-006APT	1836 W. N. Temple	40.77166	-111.94316
10	Airport	0718-096-020-007APT	2000 W. N. Temple	40.7716	-111.94854
11	Airport	0718-096-020-008APT	140 N. Cornell St.	40.77247	-111.93431
12	Airport	0718-096-020-009APT	N. Temple & Cornell St. (1500 W)	40.77169	-111.93422
13	Airport	0718-096-020-035APT	1100 W N temple	40.77169	-111.92325
14	Airport	0718-096-020-042APT	1000 W N Temple - S side	40.77125	-111.91982
15	Airport	0718-096-020-043APT	1400 W N Temple	40.771668	-111.932374
16	Airport	0718-096-020-044APT	1150 W N Temple	40.771492	-111.924423
17	Airport	0718-096-020-045APT	1260 W N Temple	40.771637	-111.927562
18	Airport	0718-096-050-017APT	1280 WEST N TEMPLE CARWASH	40.77228	-111.92847
19	Airport	0718-096-050-033APT	1280 W North Temple	40.77171	-111.92847
20	Airport	0718-098-010-001APT	155 N. 1000 W.	40.77197	-111.91983
21	Airport	0718-098-080-013APT	131 N 900 W	40.77207	-111.91698
22	Airport	0718-098-080-036APT	910 W. N. Temple	40.77198	-111.91736
23	Airport	0718-099-050-014APT	127 N 500 W	40.77268	-111.90551
24	Airport	0718-099-050-015APT	123 N 500 W	40.7696	-111.90556
25	Airport	0718-099-050-016APT	50 N 500 W @ Gateway	40.77016	-111.9055
26	Airport	0718-099-060-012APT	105 N 600 W	40.77191	-111.90819
27	Airport	0718-099-060-039APT	129 N. 600 W.	40.77232	-111.90845
28	Airport	0718-099-070-018APT	125 N 800 W	40.7724	-111.91418
29	Airport	0718-099-070-019APT	115 N 800 W	40.77175	-111.91413
30	Airport	0718-099-090-010APT	69 N 600 W	40.77126	-111.90847
31	Airport	0718-099-090-011APT	53 N 600 W	40.7706	-111.90942
32	Draper	013DRA	10690 S 390 E	40.55709	-111.87875
35	Draper	0869-071-070-011DRA	1167 E 12400 S	40.52542	-111.85748
36	Draper	0869-071-070-012DRA	1185 E 12400 S	40.52538	-111.85677
37	Draper	0869-041-030-001DRA	310 E 10600 S	40.55876	-111.8817
38	Draper	0869-041-030-002DRA	350 E 10600 S	40.55877	-111.881
39	Draper	0869-041-030-003DRA	360 E 10600 S	40.55878	-111.88033
40	Draper	0869-041-030-004DRA	390 E 10600 S	40.55872	-111.87949
41	Draper	0869-071-170-005DRA	600 E KIMBALL LN (11800 S)	40.537	-111.87395
42	Draper	0869-071-170-006DRA	680 E KIMBALL LN (11800 S)	40.53696	-111.87332
43	Draper	0869-071-170-007DRA	700 E KIMBALL LN (11800 S)	40.53497	-111.87123
44	Draper	008DRA	790 E 12000 S	40.53255	-111.86943
45	Draper	009DRA	813 E 12000 S	40.5326	-111.86846
46	Draper	DRA-015	10635 S 350 E	40.5016	-111.891
47	High Pressure - APT	021APTHP	N Temple Station Pit (WA0045) (HP FL55)	40.77166	-111.95002
48	High Pressure - APT	022APTHP	North east pipe at Block Valve (WA0045) (HP FL33)	40.77226	-111.94997
49	High Pressure - APT	023APTHP	North middle pipe at Block Valve (WA0045) (IHP)	40.77226	-111.94997
50	High Pressure - APT	024APTHP	North west pipe at Block Valve (WA0045) (HP FL33)	40.77226	-111.94997
51	High Pressure - APT	025APTHP	Bangeter Highway Crossing (east casing) (HP FL55)	40.77116	-111.9856
52	High Pressure - APT	026APTHP	Bangeter Highway Crossing (west casing) (HP FL55)	40.77116	-111.9856
54	High Pressure - MID	021MIDHP	4250 W 9000 S - E SIDE-TRAX (HP FL 36-1)	40.58839	-111.99071
56	High Pressure - MID	003MIDHP	1070 W 7800 S (HP FL8)	40.60949	-111.92242
57	High Pressure - MID	022MIDHP	4250 W 9000 S - W SIDE-TRAX (HP FL 36-1)	40.58812	-111.99123
58	High Pressure - MID	004MIDHP	7925 S 1300 W (HP FL34) N SIDE-TRAX	40.6068	-111.92915
59	High Pressure - MID	005MIDHP	7925 S 1300 W (HP FL34) S SIDE-TRAX	40.60669	-111.92915
60	High Pressure - MID	019MIDHP	9780 S OLD BINGHAM HWAY (1780 S) S SIDE-TRAX (F	40.57542	-112.01723
61	High Pressure - MID	020MIDHP	4000 W 8800 S (WA0590) (HP FL 36-1)	40.59135	-111.98524
62	High Pressure - MID	018MIDHP	5350 W OLD BINGHAM HWY (1780 S) N SIDE-TRAX (F	40.57541	-112.01728
64	High Pressure - NS1	005NS1HP	130 E 8800 S-FL7	40.591427	-111.886319
65	High Pressure - NS1	006NS1HP	10600 S 200 E-FL7	40.5587	-111.8889
66	High Pressure - NS1	007NS1HP	10200 S STATE-FL7	40.5662	-111.89062
67	High Pressure - NS1	008NS1HP	8000 S METER STATION (1ST READ)FL7	40.60606	-111.89198
68	High Pressure - NS1	002NS1HP	7700 S STATE (APPROX) FL7	40.61048	-111.89058
69	High Pressure - NS1	003NS1HP	9400 S STATE-FL7	40.58045	-111.89146
70	High Pressure - NS1	350NS1HP	184 W 7500 S - W side	40.61517	-111.89713
71	High Pressure - NS1	347NS1HP	7600 Jefferson St (300 W) (HP FL8)	40.61327	-111.89999
72	High Pressure - NS1	352NS1HP	1078 W 7800 S - S side @ PE	40.60384	-111.93869

**Addendum No. 1 – List of Test Stations**

	Area	TEST POINT ID	Location Description	LATITUDE	LONGITUDE
73	High Pressure - NS1	351NS1HP	150 W 7500 S - E side xing	40.6151	-111.89666
74	High Pressure - NS1	348NS1HP	7500 S State St (HP FL8)	40.61517	-111.89027
75	High Pressure - NS1	349NS1HP	7200 S State St (HP FL7)	40.62004	-111.88998
76	High Pressure - NS2	354NS2HP	Murray Power Plant (HP FL7)	40.66545	-111.894
77	High Pressure - NS2	356NS2HP	UTA tracks 5th Ave (HP FL7)	40.6649	-111.89326
78	High Pressure - NS2	357NS2HP	HP. At 5650 S. State (Larry Miller) (HP FL7)	40.64604	-111.88943
79	High Pressure - NS2	355.SNS2HP	4800 S STATE ST (HP FL7)	40.667418	-111.888798
80	High Pressure - NS2	355NS2HP	Murray Power Plant (HP FL7)	40.66545	-111.894
81	High Pressure - NS3	359NS3HP	157 W. 3300 S. (HP FL4)	40.69982	-111.89584
82	High Pressure - NS3	358NS3HP	243 W. 3300 S. (HP FL4)	40.69987	-111.89806
83	High Pressure - UNI	341UNIHP	341 N MARIO CAPECCHI -PRIMARY CHILDRENS MED	40.77229	-111.83865
84	High Pressure - UNI	338UNIHP	1800 E SOUTH CAMPUS DR UOFU @ POLICE STA-FL2	40.76054	-111.84216
85	High Pressure - UNI	350UNIHP	Hempstead Rd Reg Station (SL0108) (HP FL21)	40.76662	-111.82814
86	High Pressure - UNI	351UNIHP	1850 E MEDICAL CENTER DR (WA1210-HP FL21- BC)	40.7732	-111.83759
87	High Pressure - UNI	352UNIHP	1800 E MEDICAL CENTER DR (SL0121-HP FL21- DOG	40.77314	-111.84001
88	High Pressure - UNI	353UNIHP	1800 E. S. CAMPUS DR. (HP FL21) HTW PLANT SL#982	40.76075	-111.84191
89	High Pressure - WVC	012WVCHP	2785 S & 3500 W- FL11	40.69653	-111.95881
90	High Pressure - WVC	001WVCHP	2665 W. 3500 S.-FL11	40.69655	-111.957
91	High Pressure - WVC	008WVCHP	2100 S 900 W FL 12 N End of Bore	40.727172	-111.916048
92	High Pressure - WVC	009WVCHP	2200 S 900 W UTA Terminal	40.72361	-111.9218
93	High Pressure - WVC	010WVCHP	2700 W & 3500 S (SE SIDE)FL11	40.69652	-111.95772
94	High Pressure - WVC	011WVCHP	3500 S & 2700 W (W SIDE) FL11	40.69669	-111.95812
95	High Pressure - WVC	007WVCHP	FL012-232 900 W 2100 S NW Corner	40.725884	-111.917153
96	Mid Jordan	0818-088-030-003MID	1070 W 7800 S - IHP	40.60949	-111.92242
97	Mid Jordan	0818-096-010-010MID	1849 W 8200 S	40.6021	-111.94189
99	Mid Jordan	0818-095-010-018MID	2331 W Sugar Factory Rd	40.600132	-111.951374
100	Mid Jordan	0868-005-030-013MID	2700 W SugarFactory Rd (8410 S)	40.59848	-111.95776
102	Mid Jordan	0868-005-030-017MID	2788 W Fahniar Circ. (8450 S)	40.59774	-111.95966
103	Mid Jordan	0818-093-020-020MID	4000 W 8800 S (WA0590) IHP	40.59135	-111.98524
104	Mid Jordan	0818-086-030-009MID	CPN MANHOLE @ 8131 S REDWOOD RD	40.60437	-111.93853
105	Mid Jordan	0818-085-010-015MID	8341 S 2700 W	40.59961	-111.95778
106	Mid Jordan	0818-085-010-014MID	8351 S 2700 W	40.59911	-111.95773
107	Mid Jordan	0868-005-030-012MID	8516 S 2700 W	40.59646	-111.95808
108	Mid Jordan	0818-086-060-019MID	CPN Manhole @ 8071 S Redwood Rd	40.60465	-111.93868
109	Mid Jordan	0818-087-020-008MID	IHP 7880 S 1300 W	40.60794	-111.9293
110	Mid Jordan	0818-087-030-007MID	IHP 7981 S 1300 W	40.60618	-111.92896
111	North-South 1	0818-059-010-210NS1	230 W WINCHESTER - EAST	40.632891	-111.897782
112	North-South 1	0818-059-010-237NS1	6430 Jefferson St (200 W)	40.63263	-111.89666
113	North-South 1	0818-059-020-244NS1	550 W. 6300 S.	40.63378	-111.9067
115	North-South 1	0818-059-030-246NS1	6670 S. Cottonwood St. (300 W)	40.62831	-111.89988
116	North-South 1	0818-059-040-200NS1	250 W WINCHESTER - WEST	40.632891	-111.897782
118	North-South 1	0818-060-050-248NS1	6568 Jefferson St ( 6790 So )	40.62801	-111.89777
119	North-South 1	0818-060-080-247NS1	6518 Jefferson St (200 W)	40.63048	-111.89666
121	North-South 1	0818-069-010-251NS1	7125 S 600 W (SL County)	40.6213	-111.90555
122	North-South 1	0818-079-080-253NS1	7421 Cypress St (230 W)	40.61641	-111.89825
123	North-South 1	0818-079-080-254NS1	7367 Cypress St (230 W)	40.61736	-111.89819
124	North-South 1	0818-079-080-255NS1	7311 Cypress St (230 W)	40.61875	-111.8987
125	North-South 1	0818-080-030-265NS1	7409 S Maple St (100 W)	40.61688	-111.89439
126	North-South 1	0818-080-050-256NS1	7671 S Center Sq. (125 W)	40.61211	-111.89519
127	North-South 1	0818-090-050-261NS1	8041 S WOOD ST (55 W) - LIBRARY	40.60537	-111.89271
128	North-South 1	0818-090-060-006NS1	7913 Taft St	40.60736	-111.89215
129	North-South 1	0818-090-060-263NS1	7841 Taft St (30 W)	40.60891	-111.89225
130	North-South 1	0819-061-010-249NS1	6893 Jefferson St (200 W)	40.62629	-111.88623
132	North-South 1	0819-081-010-005NS1	123 E 7800 S	40.609753	-111.887368
133	North-South 1	0819-081-020-014NS1	264 E 8000 S.	40.605652	-111.883144
134	North-South 1	0819-081-020-267NS1	130 E 8000 S	40.60571	-111.88708
135	North-South 1	0819-081-030-004NS1	51 E 7800 S	40.609746	-111.889534
137	North-South 1	0819-081-140-268NS1	148 E Tennyson Ave (7930 S)	40.60711	-111.88675
138	North-South 1	0819-081-140-269NS1	174 E 7800 S	40.60942	-111.8857
139	North-South 1	0819-091-040-034NS1	8558 Center St	40.596042	-111.886245
140	North-South 1	0819-091-060-039NS1	39 Mars Way (8430 S)	40.598031	-111.889415
141	North-South 1	0819-091-060-040NS1	75 Mars Way	40.598019	-111.888088
142	North-South 1	0819-091-110-021NS1	8347 150 E	40.599761	-111.88575
143	North-South 1	0819-091-110-032NS1	8465 S 160 E	40.597893	-111.885225
144	North-South 1	0819-091-110-033NS1	184 Pioneer Ave.	40.596071	-111.885119
145	North-South 1	0819-091-110-035NS1	197 Pioneer Ave	40.596575	-111.884694
146	North-South 1	0869-001-020-058NS1	8941 S 40 E	40.589276	-111.889438

**Addendum No. 1 – List of Test Stations**

	<b>Area</b>	<b>TEST POINT ID</b>	<b>Location Description</b>	<b>LATITUDE</b>	<b>LONGITUDE</b>
147	North-South 1	0869-001-020-066NS1	9086 S 170 E	40.586625	-111.885499
148	North-South 1	0869-001-020-067NS1	9196 S 170 E	40.584695	-111.885658
149	North-South 1	0869-001-020-068NS1	9085 S 260 E	40.586681	-111.882663
150	North-South 1	0869-001-020-069NS1	130 E 9400 S	40.580539	-111.887243
151	North-South 1	0869-001-020-070NS1	170 E 9400 S	40.580546	-111.886134
152	North-South 1	0869-001-020-076NS1	150 E 9400 S	40.580538	-111.886524
154	North-South 1	0869-001-020-077NS1	9520 S 170 E	40.57836	-111.88582
155	North-South 1	0869-001-020-078NS1	9361 S 300 E	40.58113	-111.88113
157	North-South 1	0869-001-020-081NS1	9541 S 170 E	40.577922	-111.885319
158	North-South 1	0869-001-020-082NS1	9628 S Stacey Circle	40.576583	-111.884957
159	North-South 1	0869-001-020-083NS1	213 E 9670 S	40.575846	-111.884473
160	North-South 1	0869-001-050-036NS1	145 E 8680 S	40.594088	-111.885955
161	North-South 1	0869-001-050-050NS1	8650 S 160 E	40.594005	-111.885221
163	North-South 1	0869-001-110-051NS1	8938 S 250 E	40.589167	-111.883315
164	North-South 1	0869-001-170-057NS1	132 E 8960 S	40.588651	-111.886752
165	North-South 1	0869-011-020-059NS1	69 E 8960 S	40.588994	-111.888548
169	North-South 1	0869-041-030-112NS1	10751 S 300 E	40.555786	-111.88171
172	North-South 2	0818-010-040-037NS2	219 W Central Ave (4115 S)	40.6823	-111.89738
173	North-South 2	0818-030-010-228NS2	5650 S. 300 W.	40.64799	-111.89846
174	North-South 2	0818-040-010-216NS2	5380 S. Riley Ln. (200 W)	40.6528	-111.89674
175	North-South 2	0818-010-030-029NS2	56 W Central Ave (4115 S)	40.68235	-111.89267
178	North-South 2	0818-010-030-033NS2	3958 S West Temple	40.68557	-111.89409
182	North-South 2	0818-010-030-030NS2	26 W Gordan Ave (4070 S)	40.6833	-111.89196
183	North-South 2	0818-010-030-031NS2	59 W Weston Ave (4020 S)	40.68403	-111.89303
184	North-South 2	0818-010-040-024NS2	155 W Central Ave (4115 S)	40.68103	-111.89531
185	North-South 2	0818-010-040-034NS2	176 W Central Ave (4115 S)	40.68256	-111.89592
186	North-South 2	0818-010-040-036NS2	207 W Central Ave (4115 S)	40.68228	-111.89713
187	North-South 2	0818-018-030-001NS2	210 W 4800 S	40.66771	-111.89682
188	North-South 2	0818-010-040-038NS2	4165 S 300 W	40.681	-111.89918
189	North-South 2	0818-010-040-027NS2	4255 S. 300 W	40.67879	-111.89959
190	North-South 2	0818-010-040-025NS2	4330 S. 300 W	40.67672	-111.89983
191	North-South 2	0818-018-060-008NS2	4870 S Commerce DR. (300 W)	40.66591	-111.89929
193	North-South 2	0818-018-060-201NS2	150 W Berger Ln (4900 S)	40.66414	-111.89616
194	North-South 2	0818-018-060-203NS2	179 W Berger Ln (4900 S)	40.66281	-111.89701
195	North-South 2	0818-018-060-204NS2	5125 S 300 W	40.65989	-111.89846
196	North-South 2	0818-018-060-209NS2	5251 S. Commerce Dr. (300 W)	40.65737	-111.89816
198	North-South 2	0818-018-070-006NS2	7 E 4800 S	40.667	-111.89114
199	North-South 2	0818-018-070-007NS2	23 E 4800 S	40.66711	-111.89069
200	North-South 2	0818-020-020-016NS2	4586 S 200 West	40.67233	-111.89719
201	North-South 2	0818-020-100-011NS2	139 W 4500 S	40.67384	-111.89445
202	North-South 2	0818-039-010-223NS2	5699 S. Sanford Dr. (530 W)	40.64777	-111.90453
203	North-South 2	0818-039-040-211NS2	560 W. 5300 S.	40.65439	-111.9063
204	North-South 2	0818-040-010-217NS2	5448 S. Riley Ln. (200 W)	40.65149	-111.89725
205	North-South 2	0818-040-040-208NS2	175 W. 5300 S.	40.65521	-111.89659
206	North-South 2	0818-040-040-212NS2	5310 S. 30 W.	40.65488	-111.8928
207	North-South 2	0818-040-040-219NS2	104 W. Wilson Ave. (5500 S)	40.65092	-111.89558
208	North-South 2	0818-049-010-234NS2	6022 S. 530 W.	40.64024	-111.90495
209	North-South 2	0818-018-030-010NS2	4713 S. 200 W	40.66935	-111.89675
210	North-South 2	0818-049-040-233NS2	5959 S. Stratler St. (380 W)	40.6409	-111.90134
211	North-South 2	0818-049-050-221NS2	481 W. Anderson Ave. (5720 S)	40.64725	-111.90334
212	North-South 2	0818-049-050-222NS2	5840 S. Golden Dr. (500 W)	40.64475	-111.90539
213	North-South 2	0818-049-070-232NS2	5996 S. 300 W.	40.64059	-111.89887
214	North-South 2	0818-050-010-227NS2	5812 S. Utahna Dr. (180 W)	40.64604	-111.89726
215	North-South 2	0818-050-030-229NS2	195 W. 6100 S.	40.63863	-111.89769
216	North-South 2	0818-050-030-230NS2	180 W. 6100 S.	40.63877	-111.897
217	North-South 2	0818-050-030-235NS2	125 W 5965 S	40.64159	-111.89537
218	North-South 2	0818-060-010-238NS2	6210 Cedar St (115 W)	40.63579	-111.89501
219	North-South 2	0818-060-010-239NS2	6175 S Clear St (250 W)	40.63699	-111.89683
220	North-South 2	0818-060-070-270NS2	6220 S 300 W	40.63562	-111.89864
221	North-South 2	0819-001-130-012NS2	4474 S Main St.	40.67481	-111.89154
222	North-South 2	0819-001-130-013NS2	4400 S Main St.	40.67585	-111.89151
223	North-South 2	0819-001-130-019NS2	4344 S Main St	40.67719	-111.89106
224	North-South 2	0819-001-130-020NS2	4303 S Main St	40.67754	-111.89106
225	North-South 2	0819-021-070-205NS2	5055 S State St	40.66153	-111.88808
226	North-South 2	0819-021-120-202NS2	5100 S State St	40.66087	-111.88857
227	North-South 2	0818-049-040-215NS2	5601 S. 320 W.	40.64149	-111.90133

**Addendum No. 1 – List of Test Stations**

	<b>Area</b>	<b>TEST POINT ID</b>	<b>Location Description</b>	<b>LATITUDE</b>	<b>LONGITUDE</b>
230	North-South 3	0768-009-060-171NS3	300 S 600 W - SE CORNER	40.7627	-111.90806
231	North-South 3	0768-010-040-000NS3	700 S & 200 W (NE Corner )	40.75426	-111.89657
232	North-South 3	0768-010-040-143NS3	176 W 800 S	40.7522	-111.89634
233	North-South 3	0768-010-040-144NS3	INCH16 INCH INCH Pit @ 800 S. & 200 W. INCH	40.7518	-111.8969
234	North-South 3	0768-010-040-152NS3	161 W 600 S	40.75633	-111.8952
236	North-South 3	0768-010-040-168NS3	276 W. 100 S.	40.76762	-111.8996
237	North-South 3	0768-010-060-167NS3	215 W. 100 S.	40.76684	-111.89791
238	North-South 3	0768-010-060-169NS3	268 W. 100 S.	40.76736	-111.89896
242	North-South 3	0768-020-050-150NS3	672 S West Temple	40.75473	-111.8942
244	North-South 3	0768-020-050-155NS3	524 S W Temple	40.75789	-111.89416
246	North-South 3	0768-030-040-146NS3	906 S 200 W	40.7496	-111.8974
247	North-South 3	0768-030-080-141NS3	225 W Paxton Ave (1170 S)	40.74335	-111.89774
248	North-South 3	0768-030-130-145NS3	224 W Faytte (1000 S)	40.74817	-111.89783
249	North-South 3	0768-040-010-132NS3	216 W Paramount Ave (1530 S)	40.73644	-111.89766
250	North-South 3	0768-040-010-133NS3	1503 S 300 W	40.73685	-111.89951
251	North-South 3	0768-040-010-134NS3	1423 S 300 W	40.73833	-111.89944
252	North-South 3	0768-040-020-138NS3	1494 S West Temple	40.73714	-111.89462
253	North-South 3	0768-040-020-139NS3	1510 S Richards St (50 W)	40.73657	-111.89331
254	North-South 3	0768-040-030-125NS3	1590 S. 300 W.	40.73368	-111.89863
255	North-South 3	0768-040-030-126NS3	181 W. 1700 S.	40.73271	-111.89619
256	North-South 3	0768-040-030-127NS3	170 W. Harris Ave (1580 S)	40.73484	-111.89616
257	North-South 3	0768-040-050-140NS3	234 W Lucy Ave (1200 S)	40.74247	-111.89771
258	North-South 3	0768-040-100-135NS3	1350 S Jefferson St (140 W)	40.74051	-111.89539
259	North-South 3	0768-040-100-136NS3	1317 S Jefferson St (140 W)	40.74098	-111.89509
260	North-South 3	0768-040-100-137NS3	145 W Millgate Dr (1400 S)	40.73923	-111.89571
261	North-South 3	0768-040-110-129NS3	1604 S. 300 W.	40.73471	-111.90005
262	North-South 3	0768-050-020-100NS3	2515 S 300 W	40.71679	-111.8994
263	North-South 3	0768-050-020-101NS3	2507 S 300 W	40.71683	-111.89776
264	North-South 3	0768-050-030-119NS3	170 W. Hidden Villa Rd. (1880 S)	40.72932	-111.89632
265	North-South 3	0768-050-030-120NS3	1883 S. W. Temple	40.72939	-111.89314
268	North-South 3	0768-050-110-108NS3	160 W. 2100 S.	40.72556	-111.89649
269	North-South 3	0768-050-120-109NS3	2210 S. Main St.	40.72289	-111.89185
270	North-South 3	0768-050-130-104NS3	210 W. Crossroads Square (2255 S)	40.72195	-111.89734
271	North-South 3	0768-050-130-105NS3	270 W. Crossroads Square (2255 S)	40.72191	-111.89893
274	North-South 3	0768-059-060-107NS3	209 W. Utopia Ave (2120 S)	40.72346	-111.89761
278	North-South 3	0768-060-030-102NS3	195 W. Haven Ave. (2320 S)	40.72067	-111.89654
279	North-South 3	0768-060-030-103NS3	140 W. Haven Ave. (2320 S)	40.72089	-111.89534
280	North-South 3	0768-070-080-089NS3	50 West Louise (2850 S)	40.70914	-111.89267
281	North-South 3	0768-070-080-090NS3	88 Shelly Ave (2765 S)	40.71151	-111.89345
282	North-South 3	0768-070-100-091NS3	2645 S 200 W	40.71393	-111.8977
283	North-South 3	0768-070-110-069NS3	3230 S. Eldredge St. (330 W)	40.70141	-111.90135
284	North-South 3	0768-070-130-087NS3	2895 S 300 W	40.70835	-111.89916
285	North-South 3	0768-070-130-092NS3	2750 S 300 W	40.71155	-111.89988
286	North-South 3	0768-070-130-093NS3	2800 S 300 W	40.71075	-111.90016
287	North-South 3	0768-070-140-086NS3	2999 S 300 W	40.70601	-111.89786
288	North-South 3	0768-070-220-082NS3	190 W 2950 S	40.70736	-111.89652
289	North-South 3	0768-070-220-083NS3	145 W 2950 S	40.7069	-111.89532
290	North-South 3	0768-070-220-084NS3	2920 S West Temple	40.70752	-111.8942
291	North-South 3	0768-080-050-065NS3	3142 S. Washington St. (200 W)	40.70292	-111.89819
292	North-South 3	0768-080-050-085NS3	205 Gregson Ave (3090 S)	40.70386	-111.89752
293	North-South 3	0768-080-060-071NS3	144 W. Walton Ave. (3200 S)	40.70146	-111.89526
294	North-South 3	0768-080-060-072NS3	196 W. Angelo Ave. (3130 S)	40.70313	-111.89644
295	North-South 3	0768-080-060-073NS3	118 W. Angelo Ave. (3130 S)	40.70296	-111.89494
297	North-South 3	0768-080-060-076NS3	3135 S. West Temple	40.70276	-111.89365
298	North-South 3	0768-080-060-077NS3	3080 S. West Temple	40.70399	-111.89426
299	North-South 3	0768-080-060-079NS3	151 Gregson Ave (3090 S)	40.70376	-111.89507
300	North-South 3	0768-080-060-080NS3	158 W 3030 S	40.70523	-111.89571
301	North-South 3	0768-080-060-081NS3	3038 S West Temple	40.705	-111.89422
302	North-South 3	0768-089-030-052NS3	350 W 3900 S (Geneva Rock)	40.68716	-111.90182
303	North-South 3	0768-090-010-070NS3	334 W. Mary Etta Ave. (3400 S)	40.69793	-111.90098
304	North-South 3	0768-090-020-041NS3	3693 S 300 W	40.69047	-111.89951
305	North-South 3	0768-090-020-046NS3	220 W 3680 S	40.69131	-111.89725
306	North-South 3	0768-090-020-048NS3	3687 S 300 W	40.69087	-111.89927
307	North-South 3	0768-090-020-050NS3	3811 S 300 W	40.68845	-111.89957
308	North-South 3	0768-090-020-051NS3	245 W Plymouth Ave (3750 S)	40.68938	-111.898
309	North-South 3	0768-090-020-054NS3	218 W Price Ave. (3620 S)	40.69263	-111.89809
310	North-South 3	0768-090-020-056NS3	3571 S 300 W.	40.6936	-111.89927

**Addendum No. 1 – List of Test Stations**

	Area	TEST POINT ID	Location Description	LATITUDE	LONGITUDE
311	North-South 3	0768-090-020-057NS3	3663 S 300 W.	40.69179	-111.89956
312	North-South 3	0768-090-020-059NS3	3510 S. 300 W.	40.6952	-111.90002
313	North-South 3	0768-090-030-060NS3	3604 S W. Temple	40.69271	-111.89445
314	North-South 3	0768-090-030-062NS3	3545 S W. Temple	40.69442	-111.89375
315	North-South 3	0768-090-030-063NS3	3434 S W. Temple	40.69667	-111.8944
316	North-South 3	0768-090-030-064NS3	3400 S W. Temple	40.69758	-111.89466
317	North-South 3	0768-090-030-078NS3	153 W Silver Ave (3370 S)	40.69806	-111.89579
318	North-South 3	0768-100-020-043NS3	141 W Plymouth Ave (3750 S)	40.68931	-111.89528
319	North-South 3	0768-100-020-045NS3	3784 S West Temple	40.68881	-111.89419
323	North-South 3	0769-041-070-131NS3	40 W. Boulevard Gardens (1800 S)	40.73146	-111.89244
324	North-South 3	0769-051-040-110NS3	2250 S. Main St.	40.72196	-111.89162
325	North-South 3	0769-051-040-111NS3	85 W. Senior Way (2275 S)	40.72146	-111.89289
326	North-South 3	0769-061-270-094NS3	118 W Crystal Ave (2590 S)	40.71438	-111.89456
327	North-South 3	0769-061-310-096NS3	168 W Oakland Ave (2475 S)	40.71716	-111.89536
328	North-South 3	0796-061-340-095NS3	150 W Stratford Ave (2555 S)	40.71512	-111.89551
329	North-South 3	0768-009-020-148NS3	200 S Rio Grande	40.76477	-111.904105
330	North-South 3	0768-009-040-149NS3	468 W 200 S	40.76503	-111.90508
333	North-South 3	0768-010-060-174NS3	400 W 100 S	40.79707	-111.90235
334	North-South 3	0718-100-020-170NS3	165 N 200 W	40.77322	-111.897
335	Street Car	001STC	90 W SENIOR WAY (2620 S)	40.72169	-111.89378
336	Street Car	002STC	WEST TEMPLE & BOWERS WAY (2225 S) - SE CORNER	40.72263	-111.89375
337	Street Car	003STC	85 W BOWERS WAY (2225 S)	40.7227	-111.89305
338	Street Car	004STC	2200 S STATE ST	40.72323	-111.88844
339	Street Car	005STC	STATE ST & CENTRAL POINTE PLACE - NW CORNER	40.72247	-111.88843
340	Street Car	006STC	STATE ST & CENTRAL POINTE PLACE - SW CORNER	40.72218	-111.88846
341	Street Car	007STC	2198 S 300 E	40.72296	-111.88263
342	Street Car	008STC	2220 S 300 E	40.72243	-111.88264
343	Street Car	009STC	2260 S 300 E	40.72216	-111.88265
344	Street Car	011STC	2253 S 500 E	40.72171	-111.87647
345	Street Car	012STC	2233 S 500 E	40.72217	-111.87674
346	Street Car	013STC	2231 S 500 E	40.72248	-111.87672
347	Street Car	014STC	2209 S 500 E	40.72296	-111.87672
348	Street Car	015STC	2220 S 600 E	40.72273	-111.87394
349	Street Car	016STC	2190 S 600 E	40.72315	-111.87393
350	Street Car	017STC	2240 S 700 E	40.72229	-111.87125
351	Street Car	018STC	2219 S 700 E	40.72265	-111.87119
352	Street Car	019STC	2207 S 700 E	40.72285	-111.87121
353	Street Car	020STC	2203 S 700 E	40.72375	-111.87115
354	Street Car	021STC	2207 S LAKE ST	40.72285	-111.86956
355	Street Car	022STC	960 E SIMPSON AVE	40.72174	-111.86361
356	Street Car	023STC	MCCLELLAND ST (1040 E) & ELM AVE (2165 S) - NW C	40.72403	-111.72404
358	University	0769-001-030-301UNI	221 E. 300 S.	40.76284	-111.88466
359	University	0769-001-060-309UNI	400 S 500 E	40.76039	-111.8768
360	University	0769-001-110-302UNI	335 E. 300 S.	40.7631	-111.88148
370	University	0769-002-030-305UNI	306 S. 700 E.	40.76269	-111.87144
371	University	0769-002-030-314UNI	234 S. 800 E.	40.76408	-111.86866
372	University	0769-003-020-315UNI	860 E. 300 S.	40.76257	-111.86604
373	University	0769-003-040-321UNI	432 S. Elizabeth St. (1140 E)	40.76138	-111.85972
374	University	0769-003-040-325UNI	353 S. 1100 E.	40.76138	-111.85944
375	University	0769-003-060-324UNI	912 E. 300 S.	40.76286	-111.86492
377	University	0769-004-020-320UNI	422 S. 1200 E.	40.76004	-111.85699
378	University	0769-004-020-329UNI	274 S University St (1350 E)	40.763	-111.85324
380	University	0769-005-010-340UNI	IHP - Hempstead Rd Reg Station (SL0108)	40.76662	-111.82814
381	University	0769-005-040-339UNI	525 S Foothill Dr (1800 E)	40.75857	-111.83689
382	University	0769-011-010-156UNI	68 E 500 S	40.7583	-111.88895
383	University	0769-011-090-303UNI	400 S 300 E	40.76014	-111.88261
385	University	0769-012-040-311UNI	440 S. 700 E.	40.75968	-111.8715
387	University	0769-013-080-332UNI	1059 E. 600 S.	40.75764	-111.86029
388	University	0769-013-080-333UNI	587 S Elizabeth St (1140 E)	40.7566	-111.85783
389	University	0769-013-090-319UNI	1012 E Barbara Pl. 500 S	40.75888	-111.86132
390	University	0769-013-090-322UNI	517 S. 1100 E.	40.75799	-111.85903
391	University	0769-013-090-331UNI	560 S 1200 E	40.75698	-111.85703
393	University	0769-005-010-337UNI	S Campus Dr & Wasatch Dr UofU	40.76207	-111.8359
394	University	0769-004-020-New	453 S 1300 E	40.759228	-111.853742
395	West Valley	0768-050-070-007WVC	2120 S. 300 W.	40.72355	-111.89975
396	West Valley	0768-050-070-008WVC	2180 S. 300 W.	40.72279	-111.89979
397	West Valley	0768-050-130-009WVC	2250 S. 300 W.	40.72174	-111.89977

**Addendum No. 1 – List of Test Stations**

	<b>Area</b>	<b>TEST POINT ID</b>	<b>Location Description</b>	<b>LATITUDE</b>	<b>LONGITUDE</b>
398	West Valley	0768-050-130-033WVC	270 W Crossroad Sq. (2255 S)	40.72191	-111.89889
399	West Valley	0768-057-010-028WVC	2614 S Chesterfield St (1200 W)	40.71387	-111.92625
400	West Valley	0768-057-010-029WVC	2651 S Chesterfield St (1200 W)	40.71319	-111.92603
402	West Valley	0768-066-030-003WVC	2653 W. 3100 S.	40.70385	-111.95702
403	West Valley	0768-066-030-023WVC	3050 S 2700 W (Park Strip)	40.70494	-111.9581
404	West Valley	0768-066-030-025WVC	3044 S 2640 W	40.70498	-111.95758
405	West Valley	0768-066-030-026WVC	3087 S 2640 W	40.7042	-111.9567
406	West Valley	0768-066-070-019WVC	3134 S. Meadowlark Dr (2640 W)	40.703386	-111.95663
407	West Valley	0768-066-070-020WVC	3148 S 2660 W	40.703	-111.95738
409	West Valley	0768-066-080-027WVC	3068 Mock Orange Dr (2580 W)	40.70468	-111.95594
410	West Valley	0768-074-050-021WVC	2765 W 3100 S	40.70375	-111.95932
411	West Valley	0768-074-050-022WVC	2715 W 3100 S	40.70375	-111.95845
413	West Valley	0768-084-040-016WVC	2835 W. 3650 S.	40.69265	-111.96101
415	West Valley	0768-084-100-018WVC	3440 S. 2700 W.	40.69778	-111.95843
417	North-South 3	New Location	MANHOLE 200 W 800 SO		
418	North-South 3	New Location	672 SO 200 W Belt Line		
419	North-South 3	New Location	616 S 200 W Belt Line		
421	University	327UNI	NORTH OF 354 SO 800 E 1' FOW	40.72571	-111.91727
422	North-South 3	New Location	**NEW** 172 W Burton Ave		
423	High Pressure - NS2	New (L13-1 from Phase III 2C Tap Line-RR Xing to Murray Power W of 4850 S 35 W-		40.665470°	-111.893400°
424	High Pressure - NS2	New (L13-1 from Phase III 2C Reg Sta #MU0001 @ 4800 S 60 E		40.667430°	-111.889590°
425	North-South 1	New (to be installed)		40.631830°	-111.899013°
426	North-South 3	New (to be installed)		40.699238°	-111.921912°
427	West Valley	FL12-235 SSD	2270 S 900 W, WVC IN MANHOLE	40.72171	-111.91752
428	West Valley	FL12-234 SSD	900 W 2100 S, SLC - S OF TAQUERIA BY WB ON RAMP TO HWY. 201	40.72495	-111.91733
429	West Valley	FL12-230	2100 S 900 W - DR STA SL0095	40.72558	-111.91962
<b>360</b>	<b>Total</b>				

<b>Dominion Energy Utah - 1250</b> <b>ATTN: MRP</b> <b>PO Box 26542</b> <b>Richmond VA 23261</b>			PURCHASE ORDER NUMBER	
			<b>OG</b>	
				<b>1513603</b>
				<b>Utah Transit Authority</b>
				<b>PO Number Must Appear On All Invoices And Shipments</b>
		<b>VENDOR NUMBER</b>		<b>PO DATE</b>
		1405324		12/17/2020
<b>SEND INVOICE TO:</b>		<b>SHIP TO:</b>		<i>An Equal Opportunity Employer</i>
<b>AP@RIDEUTA.COM</b>		<b>ATTENTION: RECEIVING</b>		<b>ORDER TAKEN BY</b>
669 W 200 S		<b>669 W. 200 S.</b>		<b>BUYER</b>
SLC, UT 84101		<b>801-287-3008</b>		<b>PAGE NUMBER</b>
		<b>www.rideuta.com</b>		Postell, Patricia
				1 of 1

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed  
**Utah Transit Authority Is Tax Exempt** Total PO Value: 1,750,000.00 Postell, Patricia

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
0	00008734	1/1/21	EA	40-7047.68912	2022 Stray Current	.0000	350,000.00
0	00008734	1/1/21	EA	40-7047.68912	2021 Stray Current	.0000	350,000.00
0	00008734	1/1/21	EA	40-7047.68912	2023 Stray Current	.0000	350,000.00
0	00008734	1/1/21	EA	40-7047.68912	2024 Stray Current	.0000	350,000.00
0	00008734	1/1/21	EA	40-7047.68912	2025 Stray Current	.0000	350,000.00

This is a time and material contract. The \$350,000.00 amount is a not-to-exceed. A modification to the purchase order will be required if the amount exceeds \$350,000.00.

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 <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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

## MASTER STRAY CURRENT MONITORING AGREEMENT

This Master Stray Current Monitoring Agreement ("Agreement") is hereby entered into this 27th day of April 2011 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and QUESTAR GAS COMPANY, a Utah Corporation (the "Company"). UTA and the Company are hereafter collectively referred to as the "parties" and either may be referred to individually as a "party," all as governed by the context in which such words are used.

### RECITALS

A. UTA owns and operates an electrified light rail transit system in Salt Lake County, Utah (the "System"), consisting of several distinct railway segments that have been (and will continue to be) added to the System over time as separate projects, as described more fully below.

B. The Company owns and operates utility facilities in Salt Lake County, which currently operate in close proximity to the System. The facilities, together with any related improvements, are hereafter collectively referred to as the "Facilities".

C. The System is powered by direct current supplied from Traction Power Substations located along the various System railway segments. The System is designed for electricity to travel in a circuit from each Substation, along overhead catenary wires, through electric motors in the trains, and thence along the rails themselves back to the Substations. Electricity that escapes from such circuit into the ground ("Stray Current") can be picked up and conducted by and along the Facilities, and has the potential to damage the Facilities through corrosion. Moreover, such leakage of electrical current from the circuit reduces the efficiency of the light rail System. Accordingly, the Parties share an interest in identifying, monitoring, eliminating, and where necessary mitigating Stray Current from the System, and agree to cooperate to monitor and manage Stray Current from the System as described herein.

### TERMS

1. Recitals Incorporated. The above recitals are part of this Agreement and are incorporated herein by reference.

2. Definition of the System. UTA's System has been developed in phases over several years, and as of the date of this Agreement, consists of the following segments or lines:

- A. The Sandy to Downtown line (also known as the "North-South" line), which extends from approximately 10000 South and 115 East in Sandy to approximately 350 West South Temple in Salt Lake City.
- B. The University line, which extends from approximately 400 South and Main Street in Salt Lake City to approximately 500 South and 1394 East in Salt Lake City.

- C. The Medical Center line, which extends from approximately 500 South and 1394 East in Salt Lake City to approximately Medical Drive and 10 South in Salt Lake City.
- D. The Intermodal Hub extension, which extends from approximately 350 West South Temple in Salt Lake City to approximately 300 South and 600 West in Salt Lake City.

Such segments or lines are hereafter referred to collectively as the "System," and are depicted on Exhibit A hereto. It is anticipated that UTA will continue to expand the System with new projects that will add additional segments to the System. Such new segments shall be considered part of the System upon the execution of an addendum to this Agreement as provided for in paragraph 4, below.

3. Preliminary Stray Current Testing. The Company is currently engaged in a program to conduct stray current testing along the existing System. UTA is coordinating with the Company in that effort, and is contributing to the costs thereof, pursuant to a separate agreement executed simultaneously herewith (the "Preliminary Testing Agreement"). The Preliminary Testing Agreement provides a mechanism for the parties to: (a) identify the number and placement of test locations, including existing service risers and permanent test stations (collectively "Test Locations") to be installed along the existing System, and (b) establish baseline Stray Current levels ("Baseline Stray Current") at each such Test Location based on the results of the testing at Phase 1 and Phase 2 Locations, as described in the Preliminary testing Agreement. Upon the completion of the preliminary testing program, the parties shall execute an addendum to this Agreement, which addendum shall add an Exhibit B to this Agreement that shall define both the number and placement of Test Locations (including permanent test stations installed pursuant to the Preliminary Testing Agreement), as well as the Baseline Stray Current for each such Test Location. As set forth in section 4 of the Preliminary Testing Agreement, this Agreement shall govern Stray Current Elimination or Stray Current Mitigation (both defined below) based on the results of the testing performed under the Preliminary Testing Agreement.

4. Expanding the System. From time to time UTA may desire to undertake projects to add new segments or lines to its existing System (each, a "Project"). When UTA initiates a new Project:

A. The parties shall meet and confer regarding the proposed design of the Project, and its potential impact to Facilities. The parties shall execute a written agreement (a "Project Agreement") that sets forth the number and location of Stray Current Test Locations to be used and installed in connection with the Project. Such agreement may also address other issues, such as physical relocations of Facilities, coordination during the Project, etc.

B. The Company will install the Stray Current test stations identified in the Project Agreement. The test stations shall ordinarily consist of electrical wires and other testing components connected to the Facilities and extending into an access box with capacity to maintain measurement equipment, allowing the connection of testing equipment to measure Stray Current. Installation of the test stations shall be at UTA's sole cost, including Company's internal costs billed at standard rates.

C. Prior to commencement of revenue operations of the Project, UTA shall, at its cost, conduct such track isolation testing, resistivity testing, or other testing as UTA deems reasonably necessary to detect and eliminate any shorts to ground. UTA shall provide Company an opportunity to witness all such testing and copies of any test results and the parties shall keep such test results confidential and protected as allowed by law.

D. After the test stations are installed, and prior to UTA energizing the Project, the parties shall cooperate to enable Company to perform baseline testing (Baseline Stray Current Monitoring) at the Test Locations to establish a baseline Stray Current level ("Baseline Stray Current"). UTA shall provide Company 60 days notice prior to energizing the Project. Company shall provide UTA an opportunity to witness such testing and copies of the test results and the parties shall keep such test results confidential and protected as allowed by law.

E. Prior to commencement of revenue operations of the Project, the parties shall execute an addendum to this Agreement, which shall incorporate the new Project into the System and shall make the new Test Locations subject to the Maintenance Stray Current Monitoring program provided for in paragraph 5, below. Such addenda will:

- (i) add the Project to the list of segments listed in paragraph 2,
- (ii) add to Exhibit A to this Agreement (depiction of the System) by incorporating a depiction of the Project into this Agreement as Exhibit A-1 (or A-2, A-3, etc.), and
- (iii) add to Exhibit B to this Agreement (list of Test Locations and Baseline Stray Current) by incorporating the Test Locations identified in the Project Agreement into this Agreement as Exhibit B-1 (or B-2, B-3, etc.).

A form of addendum is attached hereto as Exhibit C.

5. **Stray Current Monitoring.** For purposes of this Agreement, "Stray Current Monitoring" shall mean testing for Stray Current at Test Locations as identified in Exhibit "B". Stray Current Monitoring shall comply with 49 C.F.R. Part 192, Subpart I.

A. The Company will conduct System-wide maintenance Stray Current Monitoring (Maintenance Stray Current Monitoring) in a reasonable manner and according to a reasonable schedule. The Company anticipates testing twice in the first year following the first year of revenue operations (such that in the first year of revenue operations, UTA or its Contractor would test the Project at least twice, as further described in 5 F below, and in the second year the Company would anticipate testing twice) and then once annually, depending on the test results. UTA shall reimburse Company for Maintenance Stray Current Monitoring under this section no more than one time per test station per year and as further set forth in 5.C below. The Company will share the results of the Maintenance Stray Current Monitoring with UTA and the parties shall keep the information obtained from the Maintenance Stray Current Monitoring confidential and protected as allowed by law.

B. Whenever the Stray Current Monitoring detects Stray Current above the Baseline Stray Current to a degree unacceptable to Company in Company's reasonable discretion, or if testing performed under the Preliminary Testing Agreement shows Stray Current levels or effects, which meet the Mitigation Criteria (defined below), UTA shall, within thirty (30) days, inspect the light rail system to identify electric shorts to ground or other Stray Current sources, and take all necessary measures to eliminate Stray Current at its sole cost (Stray Current Elimination). Company shall then conduct additional Stray Current Monitoring (Follow-up Stray Current Monitoring) to assess the effectiveness of UTA's Stray Current Elimination at UTA's cost as further set forth in 5.C below.

C. When the Company performs Baseline Stray Current Monitoring pursuant to paragraph 4.D, or Maintenance Stray Current Monitoring pursuant to paragraph 5.A, or Follow-up Stray Current Monitoring pursuant to paragraph 5.B, UTA will reimburse Company for monitoring costs not to exceed: for each test station 3 hours time for a system integrity specialist or equivalent at its then current rate (approximately \$70 per hour in 2010) and one half hour time for a corrosion engineer at its then current rate (\$85 per hour in 2010). In the event Company uses outside consultants to perform Stray Current Monitoring, the same total dollar caps per test station, based on internal Company labor costs, apply as if the activities were being performed by Company personnel. UTA's contribution to the preliminary baseline testing discussed in paragraph 3 is governed by the Preliminary Testing Agreement.

D. If Follow-up Stray Current Monitoring continues to detect Stray Current above the Baseline Stray Current (Remaining Stray Current), the Parties will discuss additional Stray Current Elimination and what measures should be taken to protect Company's Facilities from the Stray Current (Stray Current Mitigation). Stray Current Mitigation includes installation and monitoring of permanent test stations (including test stations in addition to those initially installed under 5B above); modification of the Company's cathodic protection system; addition of sacrificial anodes (only to IHP Facilities); and modifications to, inspection of, relocation of, or replacement of any Company Facilities. If either (a) Remaining Stray Current interference effects are detected on Company's Facilities at levels of 100 millivolts or greater or (b) if Remaining Stray Current shifts Company's pipeline potentials more positive than  $-.850$  volts (a and b are referred to collectively as "Mitigation Criteria"), UTA shall be responsible for all costs associated with Stray Current Mitigation according to the following procedures.

1. After consulting with UTA concerning Stray Current Mitigation options, Company will propose to UTA what it determines to be the most cost-effective and technically feasible Stray Current Mitigation measures. The proposal will include estimated costs to perform the measures. UTA shall not withhold its consent to any proposal that:
  - a. is reasonable and consistent with prudent natural gas industry practices for operation, maintenance, corrosion control, and cathodic protection;
  - b. is consistent with Company's Standard Practices;

- c. is consistent with regulations and other applicable laws; and
2. The parties agree to the following non-exhaustive list of Stray Current Mitigation guidelines:
- a. Establishing a mitigation bond with the negative bus track substation is not acceptable;
  - b. Sacrificial anodes on the high pressure main will not be permitted for Stray Current Mitigation purposes;
  - c. Wherever enhanced cathodic protection is used to mitigate Stray Current interference, coupon monitoring test stations will be installed to demonstrate the effectiveness of the enhanced cathodic protection;
  - d. In no case will an interference bond be acceptable to mitigate the light rail Stray Current. An example of this unacceptable scenario includes another utility or pipeline that acts as a return path to the Project; and
  - e. Where Stray Current Mitigation is performed, additional Test Locations (including but not limited to permanent test stations) and monitoring may be required to determine the effectiveness of the Stray Current Mitigation work.

E. The Company shall defend, indemnify, and hold UTA, and its affiliates, officers, directors, managers, and employees harmless from any claims, causes of action, fines, or liabilities (collectively Liabilities) which arise from Company's agents, personnel or contractors negligent acts or omissions while participating in Stray Current Monitoring and Mitigation activities in the vicinity of the UTA System, except to the extent such Liabilities arise from the negligence of UTA, its agents, personnel, or contractors.

F. Using its own personnel or contractors, UTA shall conduct Stray Current Monitoring at least twice during the first year of revenue operations for all new Projects, once in March and the other time to be determined by UTA in its reasonable discretion (UTA's Stray Current Monitoring). Thereafter UTA may conduct additional UTA Stray Current Monitoring at reasonable times and in accordance with the following provisions:

(i) UTA shall provide Company 30 days notice and an opportunity to witness UTA's Stray Current Monitoring, and UTA will share the results of UTA's Stray Current Monitoring with Company and the parties shall keep the information obtained from UTA's Stray Current Monitoring confidential and protected as allowed by law.

(ii) UTA shall ensure that its personnel, including contractors, who participate in UTA's Stray Current Monitoring comply with 49 C.F.R. Part 192, Subpart N (Subpart N). UTA may conduct additional Stray Current Monitoring after the first year

provided it gives Company 30 days notice and an opportunity to accompany UTA personnel or contractors, and always complies with Subpart N.

(iii) UTA shall defend, indemnify, and hold Company, and its affiliates, officers, directors, managers, and employees harmless from any claims, causes of action, fines, or liabilities (collectively Liabilities) which arise from UTA's agents, personnel or contractors' negligent acts or omissions while participating in Stray Current Monitoring and Mitigation activities in the vicinity of Company Facilities, except to the extent such Liabilities arise from the negligence of Company, its agents, personnel, or contractors.

6. Repair of Other Facilities Damaged by Stray Current. In the event Company discovers that its Facilities have been damaged by Stray Current and such discovery comes by some means other than the testing procedures set forth in this Agreement, the parties agree to review the matter in good faith and UTA agrees to reimburse Company to repair or replace such Facilities if the evidence demonstrates that Stray Current from UTA's System was the cause of the damage.

7. Company to Submit Invoices for Reimbursable Work. The Company shall submit to UTA invoices, monthly or otherwise, for all costs subject to UTA reimbursement under this Agreement, together with supporting documentation. Payment will be due within 30 days of invoice date. Payments more than 60 days past due will accrue interest at 12% annually. The invoices and supporting documentation shall be submitted to:

Utah Transit Authority  
Attn: Senior Prog. Manager - Systems  
669 West 200 South  
Salt Lake City, Utah 84101

8. Audit. The Company shall keep detailed and complete records verifying all costs for which the Company seeks reimbursement pursuant to this Agreement and supporting the Company's billings. Upon request by either party, UTA and the Company shall reconcile the payments made to the Company under this Agreement to confirm that such payments were properly made. Each party agrees to, for a period of three years following expenditures under this Agreement, make any payment adjustment required as the result of the reconciliation performed. UTA shall have the right, upon reasonable notice, to audit all cost records and accounts of the Company pertaining to the Agreement for purposes of verifying the costs for which the Company seeks reimbursement. Should this audit disclose that the Company has been underpaid, the Company will be reimbursed by UTA after submission of an additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UTA in the amount of the overpayment. For purposes of this Section, the Company is required to maintain cost records for which the Company seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UTA.

9. Term of Agreement. This Agreement shall become effective on the date of its full execution by both parties and shall terminate fifteen years thereafter. Upon such termination, the parties agree to discuss the results of their Stray Current Monitoring, Elimination, and Mitigation

efforts (the "Monitoring Results"). Based on the Monitoring Results, and considering the parties' common objectives to ensure the safe, efficient, and reliable operation of the Company Facilities and UTA's System, the parties will discuss in good faith whether to renew this Agreement, renew it with appropriate revisions or amendments, or not to renew this Agreement. In the event the Monitoring Results demonstrate ongoing Stray Current from UTA's System, there is a presumption that the parties will come to an agreement to equitably remedy such Stray Current and its impact on Company Facilities.

10. Entire Agreement. With the exception of the Preliminary Testing Agreement referenced above, this Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes any and all prior negotiations, understandings and agreements with respect to the subject matter described herein, whether oral or in writing.

11. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party.

12. Choice of Law and Attorney Fees. This Agreement shall be deemed to have been negotiated and executed in the State of Utah. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. In the event either party brings an action to enforce any terms of this Agreement, the prevailing party in such action shall be entitled to reimbursement of reasonable attorney fees and costs.

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

14. Savings Clause. In the event any provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15. Headings. The section headings contained in this Agreement are for the purpose of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

16. Notices. All notices required or permitted to be given hereunder shall be in writing and are effective when received. All notices shall be addressed as follows:

If to UTA:  
Utah Transit Authority  
Attn: Senior Prog. Manager - Systems  
669 West 200 South  
669 West 200 South  
Salt Lake City, Utah 84101

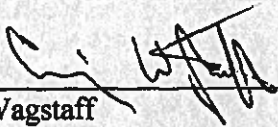
If to the Company:  
Questar Gas Company  
Attn: Salt Lake Region Engineer  
1140 West 200 South  
Salt Lake City, UT 84104

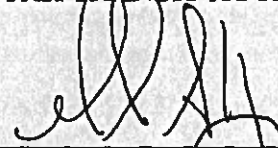
Either party may change the recipient or address for receipt of notices by the delivery of a written notice conforming to the delivery requirements of this provision.

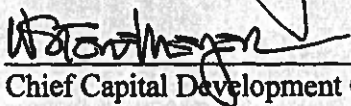
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

QUESTAR GAS COMPANY

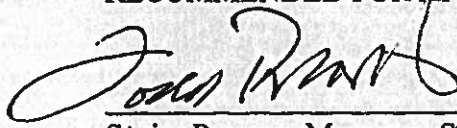
UTAH TRANSIT AUTHORITY

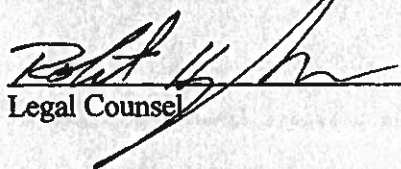
  
\_\_\_\_\_  
Craig Wagstaff  
Vice President and General Manager

  
\_\_\_\_\_  
Michael A. Allegra  
General Manager

  
\_\_\_\_\_  
Chief Capital Development Officer

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Senior Program Manager - Systems

  
\_\_\_\_\_  
Legal Counsel

**Exhibit A**

[Depiction of System]

# Utah Transit Authority Light Rail

### Downtown Salt Lake City

The Gateway, Temple Square, Temple Square and Conference Center, City Center, Salt Palace Convention Center, Courthouse, Salt Lake Central Station, Old Greektown, Abravanel Energy Hall, Arena, Salt Palace Convention Center, Gallivan Plaza, Library, SL City Library, Salt Lake City/County Bldg., Matheson State St Courthouse, March St, W Temple St, 300 W, 300 E

### University of Utah

University Medical Center, University Center & Primary Children's Med. Center, Fort Douglas, University South Campus, Rice-Eccles Stadium, University St, 1300 E, Stadium

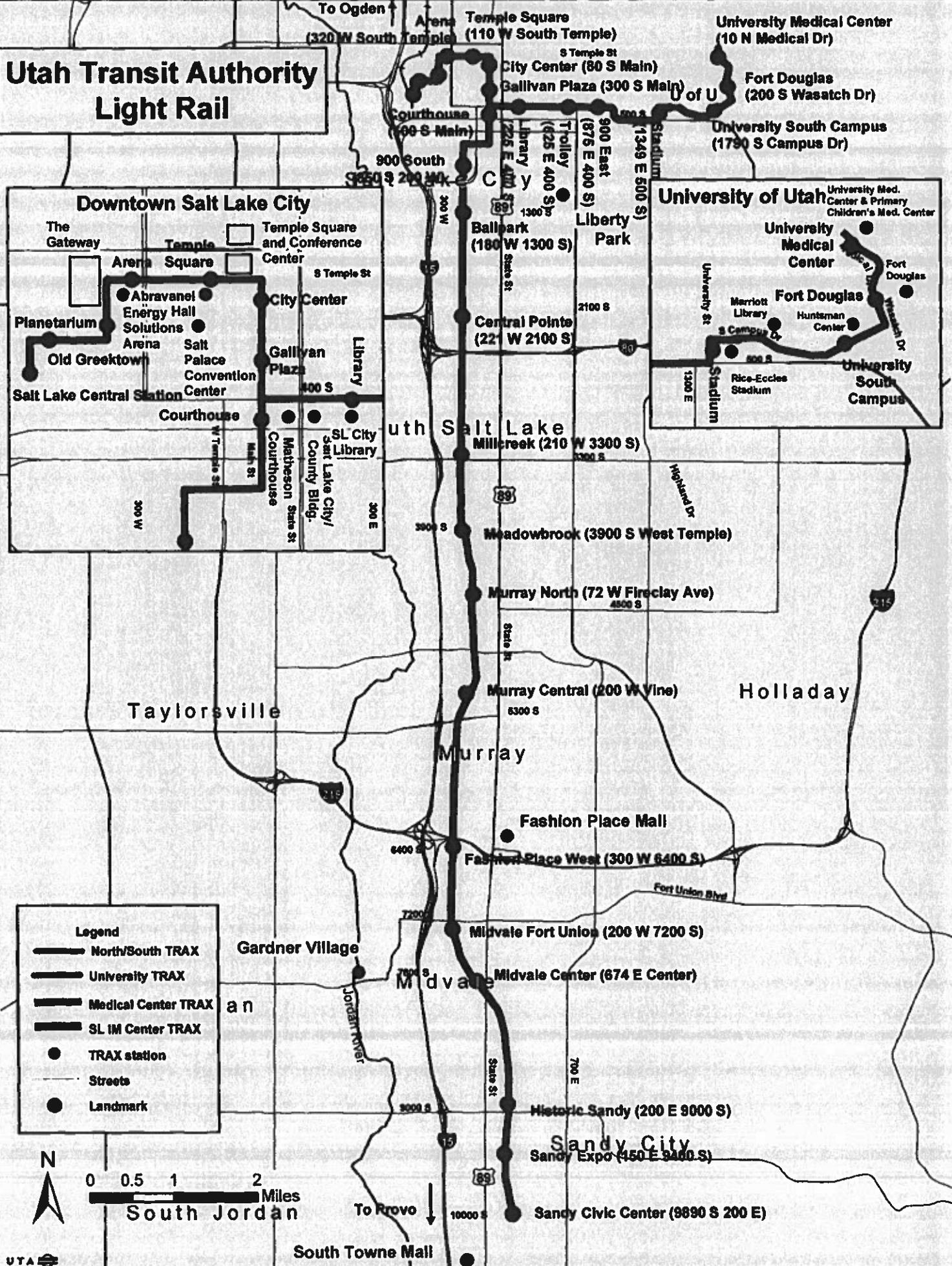
### Legend

- North/South TRAX
- University TRAX
- Medical Center TRAX
- SL IM Center TRAX
- TRAX station
- Streets
- Landmark

N

0 0.5 1 2 Miles

South Jordan



**Exhibit B**  
**[List of Test Stations]**

**Exhibit C**

[Form of Addendum]

**Addendum to Master Stray Current Monitoring Agreement**

This [First] Addendum to the Master Stray Current Monitoring Agreement by and between Utah Transit Authority and Questar Gas Company (the "[First] Addendum") is entered into by Utah Transit Authority ("UTA") and Questar Gas Company ("Company") this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RECITALS**

A UTA and the Company entered into that certain Master Stray Current Monitoring Agreement dated \_\_\_\_\_, ("Agreement") which defines the parties' roles and responsibilities with respect to monitoring the UTA light rail system (the "System") for stray electrical current.

B. UTA is engaged in a project to extend the System from \_\_\_\_\_ to \_\_\_\_\_ (the "Project").

C. UTA and Company have entered into that certain Project Agreement dated \_\_\_\_\_, and have agreed to use and install certain new test locations, including existing service risers and permanent test stations (collectively the "Test Locations") along the Project pursuant to that agreement.

D. The parties now desire to add the Project to the System, such that the Project is included in the definition of "System" under the Agreement, and so that the Test Locations used and installed pursuant to the Project Agreement will be subject to the Maintenance Stray Current Monitoring program defined in the Agreement.

**TERMS**

1. Paragraph 1 of the Agreement is amended to add the following to the list of segments considered part of the System:

E. The [Project] extension, which extends from approximately [address] to approximately [address].

2. Exhibit A to the Agreement is amended to add Exhibit A-1, attached hereto.

3. Exhibit B to the Agreement is amended to add Exhibit B-1, attached hereto.

4. All other terms and provisions of the Agreement shall remain in full force and effect.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

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

**TITLE:**

**Change Order: Long Term Disability Insurance Extension (Lincoln National Life Insurance Co)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve and ratify award and authorize the Executive Director to execute the one-year amendment and associated disbursements with Lincoln Financial Group in the amount of \$102,240.90 for Long Term Disability Insurance.
<b>BACKGROUND:</b>	UTA provides employee paid Long Term Disability insurance through a contract with Lincoln National Life Insurance Co. Lincoln has provided this service to UTA employees since 2016.
<b>DISCUSSION:</b>	UTA solicited for an LTD Insurance provider in 2016. Lincoln National Life Insurance Co was selected through a competitive bid process which compared both technical scores and pricing for the best overall value for the requested benefit. The base term of this contract was from May 2016-May 2019. Two additional extensions were executed taking the contract from May 2019-May 2021. This 6 <sup>th</sup> year extension was executed to ensure all employee benefit contracts are on the same cycle, which allows UTA better options as we conduct RFPs for all employee benefits. The contract value is based on past years' pricing and varies depending on the number of employees who participate in the plan.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Lincoln National Life Insurance Co.
Contract Number:	UTA 16-1752
Base Contract Effective Dates:	May 1, 2016 - May 1, 2019
Extended Contract Dates:	May 1, 2019 - May 1, 2022

Existing Contract Value:	\$511,204.50
Amendment Amount:	\$102,240.90
New/Total Amount Contract Value:	\$613,445.40
Procurement Method:	Original selection via RFP
Funding Sources:	2021 budget
<b>ALTERNATIVES:</b>	Have a lapse in the offering of UTA's Long Term Disability Insurance offering to employees.
<b>FISCAL IMPACT:</b>	This is already budgeted in UTAs 2021 budget.
<b>ATTACHMENTS:</b>	1. Letter of Extension 2. Original Contract



April 27, 2021

Lincoln Financial Group  
Attn: Gretchen Seitzinger  
8101 East Prentice Avenue, Suite 875  
Greenwood Village, CO 80111

*SENT VIA E-MAIL ONLY*  
*Gretchen.Seitzinger@lfg.com*

**RE: Contracts 16-1749, 16-1750 and 16-1752 for Life Insurance Services**

Dear Gretchen:

The purpose of this letter is to provide formal notification that Utah Transit Authority will authorize renewal of this contract for one additional year expiring on April 30, 2022. For the provision of insurance services beyond April 30, 2022, UTA will be required to exercise a competitive bidding process in which you will be invited to participate.

If you agree with the terms of this letter as described above and are willing to abide by such terms, please sign on the line indicated below. Thank you for your service under the current contract. If you have any questions, please feel free to contact me.

All other terms & conditions of the contract remain in full force and effect.

UTAH TRANSIT AUTHORITY

LINCOLN FINANCIAL GROUP

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregg Petersen  
Acting Manager Total Rewards

Approved as to Form and Content

DocuSigned by:  
*Michael L. Bell* 5/26/2021  
70E33A415BA44F6...

Michael Bell  
Assistant Attorney General  
UTA Counsel

UTA Contract No. 16-1750



The Lincoln National Life Insurance Company  
A Stock Company Home Office Location: Fort Wayne, Indiana  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
1-800-423-2765 Online: www.LincolnFinancial.com

In Consideration of the Application for this Policy made by

Utah Transit Authority

(herein called the Policyholder)

and the payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the person or persons entitled to them.

Policy No. 000010215167 Policy Effective Date: May 1, 2016.

Monthly Premium: See Premium Rate Schedule

The above rate or rates are guaranteed until May 1, 2019, unless any of the Policy's terms are changed.

Policy Anniversaries will be annual beginning on: May 1, 2019

The first premium is due on this Policy's Effective Date, and subsequent premiums are due on May 1, 2016, and on the same day of each month thereafter.

This Policy is delivered in the state of Utah and subject to the laws of that jurisdiction.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska this 14<sup>th</sup> day of April, 2016.

Handwritten signature of Chas A. Brantley in cursive.

SECRETARY

Handwritten signature of Dennis R. Goss in cursive.

PRESIDENT

**GROUP LONG-TERM DISABILITY INSURANCE POLICY**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

## PREMIUM RATE SCHEDULE

Monthly  
Premium for Class 1: 0.170% of Total Covered Payroll per Month

Monthly  
Premium for Classes 2 and 3: 0.276% of Total Covered Payroll per Month

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Utah Transit Authority  
000010215167  
**SCHEDULE OF BENEFITS**

**ELIGIBLE CLASSES**

- Class 1 All Full-Time Administrative Employees
- Class 2 All Full-Time Bargaining Maintenance and Parts Employees
- Class 3 All Full-Time Bargaining Operators

PARTICIPATING EMPLOYERS: Amalgamated Transit Union

**Utah Transit Authority**  
**000010215167**  
**SCHEDULE OF BENEFITS**  
**For**

**Class 1 - All Full-Time Administrative Employees**

MINIMUM HOURS: 40 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
1 year of continuous Active Work

CONTRIBUTIONS: Insured employees are required to contribute to the cost of the Long-Term Disability coverage.

**LONG-TERM DISABILITY BENEFITS**

BENEFIT PERCENTAGE: 60% or 100% for a disability in the Line of Duty

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100 or 10% of the Insured Employee's Monthly Benefit, whichever is greater

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

**Utah Transit Authority**  
**000010215167**  
**SCHEDULE OF BENEFITS**

**For**  
**Class 2 - All Full-Time Bargaining Maintenance and Parts Employees**

MINIMUM HOURS: 40 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
30 days of continuous Active Work

CONTRIBUTIONS: Insured employees are required to contribute to the cost of the Long-Term Disability coverage.

**LONG-TERM DISABILITY BENEFITS**

BENEFIT PERCENTAGE: 50%

MAXIMUM MONTHLY BENEFIT: \$5,000

MINIMUM MONTHLY BENEFIT: \$100 or 10% of the Insured Employee's Monthly Benefit, whichever is greater

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 120 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 240 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

**Utah Transit Authority**  
**000010215167**  
**SCHEDULE OF BENEFITS**  
**For**  
**Class 3 - All Full-Time Bargaining Operators**

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
 90 days of continuous Active Work

CONTRIBUTIONS: Insured employees are required to contribute to the cost of the Long-Term Disability coverage.

**LONG-TERM DISABILITY BENEFITS**

BENEFIT PERCENTAGE: 50%

MAXIMUM MONTHLY BENEFIT: \$5,000

MINIMUM MONTHLY BENEFIT: \$100 or 10% of the Insured Employee's Monthly Benefit, whichever is greater

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 120 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 240 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

## DEFINITIONS

As used throughout this Policy, the following terms shall have the meanings indicated below. Other parts of this Policy contain definitions specific to those provisions.

**ACTIVE WORK** or **ACTIVELY AT WORK** means an Employee's full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

1. the Employer's usual place of business; or
2. any other business location where the Employer requires the Employee to travel.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

1. a Saturday, Sunday or holiday that is not a scheduled workday;
2. a paid vacation day or other scheduled or unscheduled non-workday; or
3. a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

This includes a Military Leave or an approved Family or Medical Leave that is **not** due to the Employee's own health condition.

**ANNUAL SALARY** means the Insured Employee's **BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** multiplied by 12.

**BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** means the Insured Employee's average monthly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**DAY** or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

**DISABILITY** or **DISABLED** means Total Disability or Partial Disability.

**DISABILITY BENEFIT**, when used with the term Retirement Plan, means a benefit that:

1. is payable under a Retirement Plan due to disability as defined in that plan; and
2. does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

**DEFINITIONS**  
**(Continued)**

**ELIMINATION PERIOD** means the number of days of Disability during which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits. It applies as follows.

1. The Elimination Period:
  - a. begins on the first day of Disability; and
  - b. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for an accumulated number of days not to exceed the Elimination Period.
2. Only days of Disability caused by the same or a related Sickness or Injury will count towards the Elimination Period. Days on which the Insured Employee returns to full-time work will not count towards the Elimination Period.

**EMPLOYEE** or **FULL-TIME EMPLOYEE** means a person:

1. whose employment with the Employer is the person's main occupation;
2. whose employment is for regular wage or salary, on a full-time basis;
3. who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Benefits;
4. who is a member of an Eligible Class which is eligible for coverage under this Policy;
5. who is not a temporary or seasonal employee; and
6. who is a citizen of the United States or legally works in the United States.

**EMPLOYER** means the Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

**EVIDENCE OF INSURABILITY** means a statement of proof of an Employee's medical history. The Company uses this to determine his or her acceptance for insurance or an increased amount of insurance. Such proof will be provided at the Employee's own expense.

**FAMILY OR MEDICAL LEAVE** means an approved leave of absence that:

1. is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
2. is taken in accord with the Employer's leave policy and the law which applies; and
3. does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period, as defined by the Employer. The 12 weeks:

1. may consist of consecutive or intermittent work days; or
2. may be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

**FULL-TIME**, as it applies to the Partial Disability Monthly Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period begins; or
2. the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

**INJURY** means an accidental bodily Injury that:

1. requires treatment by a Physician; and
2. directly, and independently of all other causes, results in a Disability that begins while the Insured Employee is insured under this Policy.

**DEFINITIONS**  
**(Continued)**

**INSURANCE MONTH** or **POLICY MONTH** means that period of time:

1. beginning at 12:01 a.m. Standard Time, at the Policyholder's place of business on the first day of any calendar month; and
2. ending at 12:00 midnight on the last day of the same calendar month.

**INSURED EMPLOYEE** means an Employee for whom Policy coverage is in effect.

**MAIN DUTIES** or **MATERIAL AND SUBSTANTIAL DUTIES** means those job tasks that:

1. are normally required to perform the Insured Employee's Own Occupation; and
2. could not reasonably be modified or omitted.

To determine whether a job task could reasonably be modified or omitted, the Company will apply the Americans with Disabilities Act's standards concerning reasonable accommodation. It will apply the Act's standards, whether or not:

1. the Employer is subject to the Act; or
2. the Insured Employee has requested such a job accommodation.

An Employer's failure to modify or omit other job tasks does **not** render the Insured Employee unable to perform the Main Duties of the job.

Main Duties include those job tasks:

1. as described in the U.S. Department of Labor Dictionary of Occupational Titles; and
2. as performed in the general labor market and national economy.

Main Duties are **not** limited to those specific job tasks as performed for a certain firm or at a certain work site.

**MEDICALLY APPROPRIATE TREATMENT** means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing the Insured Employee's Disability. Such treatment must be rendered:

1. by a Physician whose license and any specialty are consistent with the disabling condition; and
2. according to generally accepted, professionally recognized standards of medical practice.

**MILITARY LEAVE** means a leave of absence that:

1. is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
2. is taken in accord with the Employer's leave policy and the federal USERRA law; and
3. does not exceed the period required by that law.

**MONTHLY BENEFIT** means the amount payable monthly by the Company to the Insured Employee who is Totally Disabled or Partially Disabled.

**OWN OCCUPATION** or **REGULAR OCCUPATION** means the occupation, trade or profession:

1. in which the Insured Employee was employed with the Employer prior to Disability; and
2. which was his or her main source of earned income prior to Disability.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

1. whether such work is with the Employer, with some other firm, or on a self-employed basis; or
2. whether a suitable opening is currently available with the Employer or in the local labor market.

**OWN OCCUPATION PERIOD** means a period as shown in the Schedule of Benefits.

**DEFINITIONS**  
**(Continued)**

**PARTIAL DISABILITY** or **PARTIALLY DISABLED** will be defined as follows:

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
  - a. is unable to perform one or more of the Main Duties of his or her Own Occupation; or is unable to perform such duties full-time; and
  - b. is engaged in Partial Disability Employment.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
  - a. is unable to perform one or more of the Main Duties of any occupation which his or her training, education or experience will reasonably allow; or is unable to perform such duties full-time; and
  - b. is engaged in Partial Disability Employment.

**PARTIAL DISABILITY EMPLOYMENT** means the Insured Employee is working at his or her Own Occupation or any other occupation; however, because of a Partial Disability:

1. the Insured Employee's hours or production is reduced;
2. one or more Main Duties of the job are reassigned; or
3. the Insured Employee is working in a lower-paid occupation.

During Partial Disability Employment, his or her current earnings:

1. must be at least 20% of Predisability Income; and
2. may not exceed the percentage specified in the Partial Disability Benefit section.

**PHYSICIAN** means:

1. a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
2. any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for the Insured Employee's disabling condition.

Physician does **not** include the Insured Employee or a relative of the Insured Employee receiving treatment.

Relatives include:

1. the Insured Employee's spouse, siblings, parents, children and grandparents; and
2. his or her spouse's relatives of like degree.

**POLICY** means this group insurance Policy issued by the Company to the Policyholder.

**POLICYHOLDER** means the person, company, trust or other organization as shown on the Face Page of this Policy.

**PREDISABILITY INCOME**—See Basic Monthly Earnings definition.

**REGULAR CARE OF A PHYSICIAN** or **REGULAR ATTENDANCE OF A PHYSICIAN** means the Insured Employee:

1. personally visits a Physician, as often as medically required according to standard medical practice to effectively manage and treat his or her disabling condition; and
2. receives Medically Appropriate Treatment, by a Physician whose license and any specialty are consistent with the disabling condition.

**REGULAR OCCUPATION**—See Own Occupation or Regular Occupation definition.

**DEFINITIONS**  
**(Continued)**

**RETIREMENT BENEFIT**, when used with the term Retirement Plan, means a benefit that:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an Insured Employee (Payments representing Employee contributions are deemed to be received over the Insured Employee's expected remaining life, regardless of when they are actually received.); and
3. is payable upon:
  - a. early or normal retirement; or
  - b. disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

**RETIREMENT PLAN** means a defined benefit or defined contribution plan that:

1. provides Retirement Benefits to Employees; and
2. is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which the Insured Employee is eligible as a result of employment with the Employer.

**SICK LEAVE** or **SALARY CONTINUANCE PLAN** means a plan that:

1. is established and maintained by the Employer for the benefit of Employees; and
2. continues payment of all or part of an Insured Employee's Predisability Income for a specified period after he or she becomes Disabled.

It does **not** include compensation the Employer pays an Insured Employee for work actually performed during a Disability.

**SICKNESS** means illness, pregnancy or disease.

**TOTAL COVERED PAYROLL** means the total amount of Basic Monthly Earnings for all Employees insured under this Policy.

**TOTAL DISABILITY** or **TOTALLY DISABLED** will be defined as follows:

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of his or her Own Occupation.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of any occupation which his or her training, education or experience will reasonably allow.

The loss of a professional license, an occupational license or certification, or a driver's license for any reason does **not**, by itself, constitute Total Disability.

**WAITING PERIOD** means the period of time an Employee must be employed in an eligible class with the Employer, before he or she becomes eligible to enroll for coverage under this Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties shall consist of:

1. this Policy and any amendments to it;
2. the Policyholder's application (a copy of which is attached);
3. any Participating Employers' applications or Participation Agreements; and
4. any individual applications of the Insured Employees.

In the absence of fraud, all statements made by the Policyholder and by Insured Employees are representations and not warranties. No statement made by an Insured Employee will be used to contest the coverage provided by this Policy, unless:

1. it is contained in a written statement signed by that Insured Employee; and
2. a copy of the statement has been furnished to that Insured Employee.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company Officer located in the Company's Group Insurance Service Office has the authority to:

1. determine the insurability of a group or any individual within a group;
2. make a contract in the Company's name;
3. amend or waive any provision of this Policy; or
4. extend the time for payment of any premium.

No change in this Policy will be valid, unless it is made in writing and signed by such a Company Officer.

**INCONTESTABILITY.** Except for the non-payment of premiums or fraud, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue; and as to any Insured Employee, after his or her coverage has been in force for two years during his or her lifetime. This clause does not preclude, at any time, the assertion of defenses based upon:

1. this Policy's eligibility requirements, exclusions and limitations; and
2. other Policy provisions unrelated to the validity of coverage.

**RESCISSION.** The Company has the right to rescind any insurance for which Evidence of Insurability was required, if:

1. an Insured Employee incurs a claim during the first two years of coverage; and
2. the Company discovers that the Insured Employee made a Material Misrepresentation on his or her application.

A "**Material Misrepresentation**" is an incomplete or untrue statement that caused the Company to issue coverage that it would have disapproved, had it known the truth. "**To rescind**" means to cancel insurance back to its effective date. In that event, the Company will refund all premium paid for the rescinded insurance, less any benefits paid for the Insured Employee's claims. The Company reserves the right to recover any claims paid in excess of such premiums.

**NON-PARTICIPATION.** This is a non-participating Policy. It will not share in the divisible surplus of the Company.

**INFORMATION TO BE FURNISHED.** The Employer is required to furnish the Company any information needed to administer this Policy, including:

1. information about Employees:
  - a. who become eligible for insurance;
  - b. whose amounts of coverage change; or
  - c. whose eligibility or coverage ends;
2. occupational information and other facts that may be needed to manage a claim; and
3. any other information that the Company may reasonably require.

The Company may inspect any of the Employer's records that relate to this Policy, at any reasonable time.

**GENERAL PROVISIONS**  
**(Continued)**

Clerical error by the Employer:

1. will not void or terminate insurance that otherwise would be in effect;
2. will not result in insurance coverage that otherwise would not be in effect; and
3. will not continue insurance that otherwise would be terminated.

Once an error is discovered, a fair adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period that precedes the date the Company receives proof that such an adjustment should be made.

**MISSTATEMENTS OF FACTS.** If relevant facts about any person were misstated:

1. a fair adjustment of the premium will be made; and
2. the true facts will decide if and in what amount insurance is valid under this Policy.

If an Insured Employee's age has been misstated, any benefits shall be in the amount the paid premium would have purchased at the correct age.

**ACTS OF THE POLICYHOLDER.** In administering this Policy, the Policyholder must:

1. treat Employees the same in like situations; and
2. allow the Company, without inquiry, to rely on its acts.

**POLICYHOLDER'S AGENCY.** For all purposes of this Policy, the Policyholder acts on its own behalf or as the Employee's agent. Under no circumstances will the Policyholder be deemed the Company's agent.

**CERTIFICATES.** The Employer will be furnished with individual Certificates for delivery to each Insured Employee. These Certificates summarize the benefits provided by this Policy. If there is a conflict between this Policy and the Certificate, this Policy will control.

**CONFORMITY WITH STATE STATUTES.** If, on its effective date, any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**CURRENCY.** In administering this Policy:

1. all Predisability Income will be expressed in U.S. dollars; and
2. all premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** This Policy does not replace or provide benefits required by:

1. Workers' Compensation laws; or
2. any state disability insurance plan laws.

**ASSIGNMENT.** The rights and benefits under this Policy may not be assigned.

## CLAIMS PROCEDURES

**NOTICE OF CLAIM.** Written notice of claim must be given by:

1. the 20<sup>th</sup> day after Disability begins; or
2. the end of the Elimination Period, if later.

If this is not possible, written notice must be given as soon as it is reasonably possible.

The notice should be sent by first class mail to the Company's Group Insurance Service Office. It should include:

1. the Insured Employee's name and address; and
2. the number of this Policy.

Notice sent to any of the Company's authorized agents in Utah, with enough detail to identify this Policy, will also be deemed notice to the Company.

**CLAIM FORMS.** When notice of claim is received, the Company will send claim forms to the Insured Employee. If the Company does not send the forms within 15 days, the Insured Employee may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send the Insured Employee additional claim forms.

**PROOF OF CLAIM.** The Company must be given written proof of claim within 90 days after the end of the Elimination Period. Failure to give proof within the required time period will not invalidate or reduce the claim if:

1. the Insured Employee shows that proof was sent as soon as reasonably possible; or
2. the Company fails to show that its position was prejudiced by the delay.

Proof of claim must be provided at the Insured Employee's own expense. It must show the date the Disability began, its cause and degree. Documentation must include:

1. completed statements by the Insured Employee and the Employer;
2. a completed statement by the attending Physician, which must describe any restrictions on the Insured Employee's performance of the duties of his or her Regular Occupation;
3. proof of any other income received;
4. proof of any benefits available from other income sources, which may affect Policy benefits;
5. a signed authorization for the Company to obtain more information; and
6. any other items the Company may reasonably require in support of the claim.

Proof of continued Disability, Regular Care of a Physician, and any Other Income Benefits affecting the claim:

1. should be given to the Company within 45 days after it is requested; and
2. in any event, must be given by the 90<sup>th</sup> day after the Company's period of liability ends.

The Insured Employee's delay in giving further proof will not impair the right to benefits which would otherwise accrue, during the six months prior to giving such proof.

**EXAMINATION.** The Company may have the Insured Employee examined:

1. by a Physician, specialist or vocational rehabilitation expert of the Company's choice;
2. as often as reasonably required while a claim or appeal is pending.

Any such exam will be at the Company's expense.

The Company may determine that (in its opinion) the Insured Employee has:

1. failed to cooperate with an examiner;
2. failed to take an exam scheduled by the Company; or
3. postponed such an exam more than twice.

In that event, benefits may be denied or suspended, until the required exam is completed.

**CLAIMS PROCEDURES**  
**(Continued)**

**TIME OF PAYMENT OF CLAIMS.** Benefits payable under this Policy will be paid within 15 days after the Company:

1. receives complete proof of claim; and
2. completes any further investigation it needs to confirm liability.

After that:

1. Any benefits will be paid monthly, during any period for which the Company is liable. If benefits are due for less than a month, they will be paid on a pro rata basis. The daily rate will equal 1/30 of the Monthly Benefit.
2. Any balance, which remains unpaid at the end of the period of liability, will be paid within 15 days after the Company:
  - a. receives complete proof of claim; and
  - b. completes any further investigation it needs to confirm liability.

**INTEREST ON LATE CLAIMS.** Any claim payment that is not made by the 15<sup>th</sup> day will accrue interest at the rate required by state law.

**TO WHOM PAYABLE.** All benefits are payable to the Insured Employee, while living. After his or her death, benefits will be payable as follows.

1. Any Survivor Benefit will be payable in accord with that section.
2. Any other benefits will be payable to the Insured Employee's estate.

If a benefit becomes payable to:

1. the Insured Employee's estate; or
2. a minor or any other person who is not legally competent to give a valid receipt;

then up to \$2,000 may be paid to any relative of the Insured Employee that the Company finds entitled to payment. If payment is made in good faith to such a relative, the Company will not have to pay that benefit again.

**NOTICE OF CLAIM DECISION.** The Company will send the Insured Employee a written notice of its claim decision. If the Company denies any part of the claim, the written notice will explain:

1. the reason for the denial, under the terms of this Policy and any internal guidelines;
2. how the Insured Employee may request a review of the Company's decision; and
3. whether more information is needed to support the claim.

This notice will be sent within 15 days after the Company receives complete proof of claim and completes any further claim investigation it needs to resolve the claim. It will be sent within 45 days after the Company receives the first proof of claim, if reasonably possible.

**Delay Notice.** The Company may need more than 15 days to process the claim, due to matters beyond its control. If so, an extension will be permitted. In that event, the Company will begin its claim investigation by requesting any more information it needs from others, and will send the Insured Employee a written delay notice:

1. by the 15<sup>th</sup> day after receiving the first proof of claim; and
2. every 30 days after that, until the claim is resolved.

The notice will explain:

1. what additional information is needed to determine liability;
2. whether any part of the claim is contested; and
3. when a decision can be expected.

If the Insured Employee does not receive a written decision by the 105<sup>th</sup> day after the Company receives the first proof of claim, there is a right to an immediate review, as if the claim was denied.

**Exception:** The Company may need more information from the Insured Employee to process a claim. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**CLAIMS PROCEDURES**  
**(Continued)**

**REVIEW PROCEDURE.** Within 180 days after receiving a denial notice, the Insured Employee may request a claim review by sending the Company:

1. a written request; and
2. any written comments or other items to support the claim.

The Company will begin any further claim investigation it needs, and will send the claimant:

1. a written acknowledgement, within 15 days after receiving the appeal; and
2. a written delay notice every 30 days after that, until the appeal is decided.

The Insured Employee may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Insured Employee a written notice of its decision, within 15 days after completing any further claim investigation and deciding the appeal. The notice will state the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim, the notice will also describe:

1. any further appeal procedures available under this Policy;
2. the right to access relevant claim information; and
3. the right to request a state insurance department review, or to bring legal action.

This notice will be sent within 45 days after the Company receives the request for review, or within 90 days if a special case requires more time.

**Delay Notice.** If the Company needs more than 45 days to process an appeal, in a special case:

1. an extension of up to 45 more days will be permitted; and
2. the Company will send the Insured Employee a written delay notice, by the 30<sup>th</sup> day after receiving the request for review.

The notice will explain:

1. the special circumstances which require the delay;
2. whether more information is needed to review the claim; and
3. when a decision can be expected.

**Exception:** The Company may need more information from the Insured Employee to process an appeal. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

**Claims Subject to ERISA** (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the plan participant or beneficiary must first seek two administrative reviews of the adverse claim decision, in accord with this section. After the required reviews:

1. an ERISA plan participant or beneficiary may bring legal action under Section 502(a) of ERISA; and
2. the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**CLAIMS PROCEDURES**  
**(Continued)**

**RIGHT OF RECOVERY.** If benefits have been overpaid on any short-term disability or long-term disability claim, full reimbursement to the Company is required. Reimbursement must be made within 60 days after the Company sends written notice of the overpayment. If reimbursement is not made, the Company has the right to:

1. reduce future benefits and suspend payment of the Minimum Monthly Benefit under this Policy, until full reimbursement is made;
2. reduce benefits payable to the Insured Employee or his or her beneficiary under any group insurance policy issued by the Company, until full reimbursement is made; or
3. recover such overpayments from the Insured Employee or his or her estate.

Such reimbursement is required whether the overpayment is due to:

1. the Company's error in processing a claim;
2. the Insured Employee's receipt of Other Income Benefits;
3. fraud, misrepresentation or omission of relevant facts; or
4. any other reason.

If benefits have been underpaid on any claim, full payment will be made within 15 days after the Company:

1. discovers the error; or
2. receives acceptable proof of the additional liability.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

**COMPANY'S AUTHORITY TO ADMINISTER ERISA PLAN.** Benefits under this Policy will be paid only if the Company decides in its discretion that the claimant is entitled to them. The Company also has discretion to determine eligibility for benefits and to interpret the terms and conditions of this Policy. Determinations made by the Company pursuant to this reservation of discretion do not prohibit or prevent the claimant from seeking judicial review in federal court of the Company's determinations.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when the claimant seeks judicial review of the Company's determination of eligibility for benefits, the payment of benefits, or interpretation of the terms and conditions applicable to this Policy.

The Company is an insurance company that provides insurance to this benefit plan and the federal court will determine the level of discretion that it will accord the Company's determinations.

This provision does not apply to residents of California.

## ELIGIBILITY

**ELIGIBLE CLASSES.** The classes of Employees eligible for insurance are shown in the Schedule of Benefits. The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.

**ELIGIBILITY DATE.** An Employee becomes eligible for coverage provided by this Policy on the later of:

1. this Policy's date of issue; or
2. the date the Waiting Period is completed.

**Prior Service Credit Towards Waiting Period.** The Waiting Period is shown in the Schedule of Benefits. Prior service in an Eligible Class will apply toward the Waiting Period, when:

1. a former Employee is rehired within one year after his or her employment ends; or
2. an Employee returns from an approved Family or Medical Leave within:
  - a. the 12-week leave period required by federal law; or
  - b. any longer period required by a similar state law; or
3. an Employee returns from a Military Leave within the period required by federal USERRA law.

## EFFECTIVE DATES

**EFFECTIVE DATE.** An Employee's initial amount of coverage becomes effective at 12:01 a.m. on the latest of:

1. the first day of the Insurance Month coinciding with or next following the date the Employee becomes eligible for the coverage;
2. the date the Employee resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
3. the date the Employee makes written application for coverage and signs:
  - a. a payroll deduction order, if the Employees pay any part of the Policy premium; or
  - b. an order to pay premiums from the Employee's Flexible Benefits Plan account, if premiums are paid through such an account; or
4. the date the Company approves the Employee's Evidence of Insurability, if required.

Any increased or additional coverage becomes effective at 12:01 a.m. on the latest of:

1. the first day of the Insurance Month coinciding with or next following the date on which the Insured Employee becomes eligible for the increase, if Actively at Work on that day;
2. the date the Insured Employee resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
3. the date any required Evidence of Insurability is approved by the Company.

Any decrease will take effect on the day of the change, whether or not the Insured Employee is Actively at Work.

**EVIDENCE OF INSURABILITY.** Evidence of Insurability satisfactory to the Company must be submitted (at the Employee's expense) when:

1. an Employee makes written application for coverage (or an increased amount of coverage) more than 31 days after becoming eligible for the coverage;
2. an Employee makes written application to enroll for coverage after he or she has requested:
  - a. to cancel insurance;
  - b. to stop payroll deductions for the insurance; or
  - c. to stop premium payments from the Flexible Benefits Plan account;
3. coverage is elected after the Employee has caused insurance to lapse, by failing to pay the required premium when due; or
4. optional, supplemental or voluntary coverage is elected in excess of any Guaranteed Issue Amounts shown in the Schedule of Benefits.

**EFFECTIVE DATES**  
**(Continued)**

**EFFECTIVE DATE FOR CHANGE IN ELIGIBLE CLASS.** An Insured Employee may become a member of a different Eligible Class. Coverage under the different Eligible Class will be effective:

1. on the first day of the Insurance Month coinciding with or next following the date of the change;
2. except as stated in the Effective Date provision for increases or decreases.

**REINSTATEMENT RIGHTS.** If an Insured Employee's coverage terminates due to one of the following breaks in service, he or she will be entitled to reinstate the coverage upon resuming Active Work with the Employer within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for Policy coverage, without satisfying a new Waiting Period or providing Evidence of Insurability. Reinstatement is available upon:

1. return from an approved Family or Medical Leave within:
  - a. the 12-week period required by federal law; or
  - b. any longer period required by a similar state law; or
2. return from a Military Leave within the period required by federal USERRA law.

To reinstate coverage, the Employee must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an Eligible Class. The reinstated amount of insurance may not exceed the amount that terminated. Reinstatement will take effect on the date the Insured Employee returns to Active Work.

If the above conditions are met, then:

1. the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and
  2. a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

## INDIVIDUAL TERMINATION

**INDIVIDUAL TERMINATION OF COVERAGE.** An Insured Employee's coverage will terminate at 12:00 midnight on the earliest of:

1. the date this Policy or the Employer's participation terminates; (but without prejudice to any claim incurred prior to termination);
2. the date the Insured Employee's Class is no longer eligible for insurance;
3. the date such Insured Employee ceases to be a member of an Eligible Class;
4. the last day of the Insurance Month in which the Insured Employee requests termination;
5. the last day of the last Insurance Month for which premium payment is made on the Insured Employee's behalf;
6. the end of the period for which the last required premium has been paid;
7. with respect to a particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
8. the date on which the Insured Employee's employment with the Employer terminates; unless coverage is continued as provided below; or
9. the date the Insured Employee enters the armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Employee sends proof of military service, the Company will refund any unearned premium.)

**CONTINUATION RIGHTS FOR ADMINISTRATIVE EMPLOYEES.** Ceasing Active Work results in termination of the Insured Employee's eligibility for insurance, but coverage may be continued as follows.

1. **Disability.** If an Insured Employee is absent due to Total Disability, or is engaged in Partial Disability Employment, coverage may be continued during:
  - a. the Elimination Period; provided the Company receives the required premium from the Employer; and
  - b. the period for which benefits are payable, without payment of premium.Premium payments will be waived from the satisfaction of the Elimination Period until the end of the period for which benefits are payable. If coverage is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.
2. **Family or Medical Leave.** If an Insured Employee goes on an approved Family or Medical Leave, and is **not** entitled to the more favorable continuation available during Disability, coverage may be continued, until the earliest of:
  - a. the end of the leave period approved by the Employer;
  - b. the end of the 12-week leave period required by federal law, or any more favorable period required by a similar state law;
  - c. the date the Insured Employee notifies the Employer that he or she will not return;  
or
  - d. the date the Insured Employee begins employment with another employer.The required premium payments must be received from the Employer, throughout the period of continued coverage.
3. **Military Leave.** If an Insured Employee goes on a Military Leave, coverage may be continued for the same period allowed for an approved Family or Medical Leave. The required premium payments must be received from the Employer, throughout the period of continued coverage.
4. **Lay-off or Other Leave.** When an Insured Employee ceases work due to a temporary lay-off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); coverage may be continued for three Insurance Months after the lay-off or leave begins. The required premium payments must be received from the Employer, throughout the period of continued coverage.

## INDIVIDUAL TERMINATION (Continued)

**Conditions.** In administering the above continuation(s), the Employer must not act so as to discriminate unfairly among Employees in similar situations. Insurance may **not** be continued when an Insured Employee ceases Active Work due to a labor dispute, strike, work slowdown or lockout.

**INDIVIDUAL TERMINATION DURING DISABILITY.** Termination of an Insured Employee's coverage during a Disability will have no effect on benefits payable for that period of Disability.

**CONTINUATION RIGHTS FOR BARGAINING EMPLOYEES.** If an Insured Employee ceases work due to his or her use of the Employer's non-renewable leave; coverage may be continued until the end of the calendar month in which the Insured Employee exhausts such non-renewable leave. An Insured Employee may continue coverage for up to a total of 21 months, based upon his or her years of service with the Group Policyholder:

- (1) An Insured Employee with five-12 years of service is eligible for the Employer's non-renewable leave for up to 12 months;
- (2) An Insured Employee with 12-24 years of service is eligible for the Employer's non-renewable leave for up to 15 months; and
- (3) An Insured Employee with 25 or more years of service is eligible for the Employer's non-renewable leave for up to 21 months.

The required premium payments must be received from the Employer, throughout the period of continued coverage.

Reinstatement will take effect:

- (1) on the first day of the Insurance Month coinciding with or next following the date the Insured Employee returns to Active Work, if between the 1<sup>st</sup> and 15<sup>th</sup> day of the Insurance Month; or
- (2) on the first day of the Insurance month coinciding with or next following 30 days after the Insured Employee returns to Active Work, if after the 15<sup>th</sup> day of the Insurance Month.

## POLICY TERMINATION

**POLICY TERMINATION BY THE COMPANY.** To terminate this Policy, the Company must give the Group Policyholder at least 31 days advance written notice of its intent to do so. The Company may terminate this Policy on the due date of any premium if:

1. the number of Insured Employees totals less than 10;
2. part of the premium is paid by the Insured Employee and less than 100% of those eligible for coverage are insured;
3. all of the premium is paid by the Policyholder and less than 100% of those eligible for coverage are insured;
4. the Policyholder, without good cause, fails to:
  - a. promptly furnish any information which the Company may reasonably require;
  - b. perform its duties pertaining to this Policy in good faith;
5. the Employer ceases to be covered under the state Workers' Compensation program or any other program of like intent.
6. the Company terminates all other policies where permitted by their terms, which provide long-term disability benefits in the same state in which this Policy was issued; or
7. state law otherwise requires this Policy to be terminated.

**POLICY TERMINATION**  
**(Continued)**

**POLICY TERMINATION BY THE POLICYHOLDER.** The Policyholder may terminate this Policy at any time by giving the Company advance written notice. This Policy will then terminate on:

1. the date the Company receives the notice; or
2. some later date on which the Policyholder and the Company have agreed.

However, termination will not become effective during any period for which premium has been paid to the Company. The Policyholder remains liable for the payment of premiums to the date of termination.

**NOTICE OF TERMINATION.** The Policyholder must give 30 days' prior written notice of termination, along with information regarding any continuation rights, to each Insured Employee.

**AUTOMATIC POLICY TERMINATION.** If any premium is not paid before the end of the Grace Period; then this Policy will terminate at the end of the Grace Period, without any action on the Company's part. The Policyholder remains liable for the payment of premiums to the date of termination.

**POLICY TERMINATION DURING DISABILITY.** Termination of this Policy or an Employer's participation during a Disability shall have no effect on benefits payable to the Insured Employee for that period of Disability.

## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUM.** No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, the Employer must pay each subsequent premium on or before its due date at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

**PREMIUM RATES.** The initial premium rates for this Policy are shown on the Face Page of this Policy. Premium rates are subject to change.

**PREMIUM RATE CHANGE.** The Company may change any premium rate on any of the following dates:

1. the date this Policy's terms are changed;
2. the date the Company's liability is changed due to a change in federal, state or local law;
3. the date the Company's liability is changed because the Policyholder (or any covered division, subsidiary or affiliated company):
  - a. relocates, dissolves or merges, or is added to or removed from this Policy; or
  - b. ceases to be covered by the state Workers' Compensation program or any other program of like intent; or
  - c. ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits;
4. the date any coverage for one or more classes ceases to be provided under this Policy;
5. the date the number of Insured Employees changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later;
6. on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Policyholder agree otherwise, the Company will give at least 45 days' advance written notice of any increase in premium rates.

**MONTHLY PREMIUM AMOUNT.** The amount of monthly premium due on each due date will be the Total Covered Payroll multiplied by the premium rate. Changes will not be pro-rated daily. Instead, premium will be adjusted as follows.

1. When an Insured Employee's insurance (or increased amount of insurance) takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
2. When all or part of an Insured Employee's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
3. When premiums are paid other than monthly, increases or decreases will result in an adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated.

Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the amount of the return will be limited to the prior 12-month period.

**GRACE PERIOD.** A Grace Period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the Grace Period. The Policyholder will be liable to the Company for the payment of all premiums due for the period this Policy remains in effect, however.

**WAIVER OF PREMIUM.** Premium will be administered as follows during any period for which benefits are payable.

1. Premium payments are waived for an Insured Employee who is Disabled:
  - a. from the first premium due date following the satisfaction of the Elimination Period;
  - b. until the end of any period for which benefits are payable.
2. If coverage is to be continued following a period during which premiums were waived, premium payments must be resumed as they become due.

## TOTAL DISABILITY MONTHLY BENEFIT

**BENEFIT.** The Company will pay a Total Disability Monthly Benefit to an Insured Employee, after the completion of the Elimination Period, if he or she:

1. is Totally Disabled;
2. becomes Disabled while insured for this benefit;
3. is under the Regular Care of a Physician; and
4. at his or her own expense, submits proof of continued Total Disability and Physician's care to the Company upon request.

The Total Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Totally Disabled or dies;
2. the date the Maximum Benefit Period ends; or
3. the date the Insured Employee is able, but chooses not to engage in Partial Disability Employment:
  - a. in his or her Own Occupation, during the Own Occupation Period; or
  - b. in any occupation, after the Own Occupation Period.

Proportional benefits will be paid for a partial month of Total Disability.

At the Company's option, Total Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
  - a. fails to take a required medical exam;
  - b. fails to cooperate with the examiner; or
  - c. postpones a required exam more than twice;
2. the 45<sup>th</sup> day after the Company mails a request for additional proof, if not given;
3. the 45<sup>th</sup> day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given; or
4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision.

**AMOUNT.** The amount of the Total Disability Monthly Benefit equals:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
2. Other Income Benefits.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit, unless the Minimum Monthly Benefit plus Other Income Benefits would exceed 100% of the Insured Employee's Basic Monthly Earnings.

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

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## PROGRESSIVE INCOME BENEFIT

**EFFECTIVE DATE.** An Insured Employee will become insured for the Progressive Income Benefit on:

1. the effective date of his or her coverage for Long Term Disability Benefits under this Policy; or
2. the effective date of this provision, if it is added later by amending this Policy.

**Exception:** The effective date will be delayed for an Insured Employee who is unable to perform one or more Activities of Daily Living or suffers from a Cognitive Impairment on that date. In that event, the Insured Employee will become insured for this benefit on the first day he or she:

1. is able to safely and completely perform all of the Activities of Daily Living without another person's active, hands-on help; or
2. no longer suffers from a Cognitive Impairment.

**BENEFIT.** After completion of the Elimination Period shown in the Schedule of Insurance, the Company will pay an additional monthly benefit to an Insured Employee; if he or she:

1. is receiving Total Disability or Partial Disability Monthly Benefits under this Policy; and
2. submits proof of suffering the Loss of Activities of Daily Living or a Cognitive Impairment (as defined below).

Proof must be submitted at the Insured Employee's own expense.

**AMOUNT.** The amount of the Progressive Income Benefit:

1. will equal 10% of the Insured Employee's Basic Monthly Earnings; but
2. will not exceed the Maximum Monthly Benefit for Long Term Disability Benefits, or \$5,000 per month (whichever is less).

The Maximum Monthly Benefit for Long Term Disability Benefits is shown in the Schedule of Insurance. The Progressive Income Benefit will not be reduced by any Other Income Benefits, or by earnings from any form of employment.

**DURATION.** This Progressive Income Benefit will cease on the earliest of:

1. the date the Insured Employee no longer suffers from the Loss of Activities of Daily Living or Cognitive Impairment (as defined below);
2. the date the Insured Employee is no longer entitled to Total Disability or Partial Disability Monthly Benefits under this Policy;
3. the date the Maximum Benefit Period ends; or
4. the date the Insured Employee dies.

If this Policy includes a Family Income Benefit, the amount paid to the Eligible Surviving Spouse or Children will not increase due to the Insured Employee's receipt of this Progressive Income Benefit.

### DEFINITIONS

**"Loss of Activities of Daily Living"** means that, due to an Injury or Sickness, the Insured Employee has lost the ability to safely and completely perform **two or more** of the following six Activities of Daily Living without another person's active, hands-on help with all or most of the activity.

The six Activities of Daily Living are:

1. **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
2. **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
3. **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
4. **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
5. **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
6. **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

**PROGRESSIVE INCOME BENEFIT**  
**(Continued)**

**"Cognitive Impairment"** means that due to an Injury or Sickness, the Insured Employee:

1. has suffered a permanent deterioration or loss of cognitive or intellectual capacity; and
2. requires another person's active, hands-on help or verbal cues to prevent harm to self or others, due to that impairment.

The impairment must be diagnosed by a Physician, based upon clinical evidence and reliable standardized tests of short or long-term memory; orientation as to person, place and time; and deductive or abstract reasoning. It may result from moderate to severe head trauma, stroke, Alzheimer's disease or other form of irreversible dementia.

**"Mental Sickness,"** as used in this provision, means any emotional, behavioral, psychological, personality, adjustment, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome; regardless of its cause. It includes, but is not limited to:

1. schizophrenia or schizoaffective disorder;
2. bipolar affective disorder, manic depression, or other psychosis; and
3. obsessive-compulsive, depressive, panic or anxiety disorders.

These conditions are usually treated by a psychiatrist, a clinical psychologist or other qualified mental health care provider. Treatment usually involves psychotherapy, psychotropic drugs or similar methods of treatment.

Mental Sickness does **not** include irreversible dementia resulting from stroke; trauma; viral infection; Alzheimer's disease; or other conditions which are not usually treated by a mental health care provider using psychotherapy, psychotropic drugs, or similar methods of treatment.

**"Pre-Existing Condition,"** as used in this provision, means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to his or her effective date for this benefit. Treatment includes a Physician's consultation, care and services; diagnostic measures; and the prescription, refill or taking of prescribed drugs or medicines.

### **EXCLUSIONS AND LIMITATIONS**

**Prior Disability.** This benefit will not be payable during a period of Disability which begins before the Insured Employee's effective date of coverage under this benefit.

**Pre-Existing Conditions.** This benefit will not be payable for a Loss of Activities of Daily Living or Cognitive Impairment:

1. which is caused or contributed to by, or results from a Pre-Existing Condition (as defined above); and
2. which begins in the first 12 months after the Insured Employee's effective date under this benefit.

**Mental Sickness and Substance Abuse.** This benefit will not be payable during a period of Disability which is caused or contributed to by or results from a Mental Sickness, alcoholism, or voluntary use of a Controlled Substance; unless prescribed by a Physician. Controlled Substances are those defined as such in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, and any amendments to it.

**Other Provisions.** This benefit will be subject to all of the Definitions, Exclusions, Proof of Claim, Waiver of Premium and other provisions of this Policy.

## PARTIAL DISABILITY MONTHLY BENEFIT

**BENEFIT.** The Company will pay a Partial Disability Monthly Benefit to an Insured Employee, after completion of the Elimination Period, if he or she:

1. is Disabled;
2. becomes Disabled while insured for this benefit;
3. is engaged in Partial Disability Employment;
4. is earning at least 20% of Predisability Income when Partial Disability Employment begins;
5. is under the Regular Care of a Physician; and
6. at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

The Insured Employee does not have to be Totally Disabled prior to receiving Partial Disability Monthly Benefits. The Elimination Period may be satisfied by days of Total Disability, Partial Disability or any combination of these.

The Partial Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Partially Disabled or dies;
2. the date the Maximum Benefit Period ends;
3. the date the Insured Employee earns more than:
  - a. 99% of Predisability Income, until Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability; or
  - b. 85% of Predisability Income, after Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability;
4. the date the Insured Employee is able, but chooses not to work full-time:
  - a. in his or her Own Occupation, during the Own Occupation Period; or
  - b. in any occupation, after the Own Occupation Period.

Proportional benefits will be paid for a partial month of Partial Disability.

At the Company's option, Partial Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
  - a. fails to take a required medical exam;
  - b. fails to cooperate with the examiner; or
  - c. postpones a required exam more than twice;
2. the 45<sup>th</sup> day after the Company mails a request for additional proof, if not given;
3. the 45<sup>th</sup> day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given; or
4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision.

**PARTIAL DISABILITY MONTHLY BENEFIT**  
**(Continued)**

**BENEFIT AMOUNT.** The Partial Disability Monthly Benefit will replace the Insured Employee's Lost Income; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- A. **LOST INCOME:** The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings from Partial Disability Employment).
  
- B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable:
  - 1. The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
  - 2. Other Income Benefits, except for earnings from Partial Disability Employment.

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

Progressive Calculation

## OTHER INCOME BENEFITS

**OTHER INCOME BENEFITS** means benefits, awards, settlements or Earnings from the following sources. These amounts will be offset, in determining the amount of the Insured Employee's Monthly Benefit. Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Monthly Benefit is payable under this Policy.

**Workers' Compensation.** Any benefits for which the Insured Employee is eligible under a law that compensates for job related Injury or Sickness. This includes:

1. any Workers' Compensation or occupational disease law;
2. the Jones Act;
3. the Longshoreman's and Harbor Worker's Act;
4. the Maritime Doctrine of Maintenance, Wages or Cure; or
5. any plan provided in place of one of the above plans.

It includes any benefits for partial or total disability, whether temporary or permanent. It also includes any benefits for vocational rehabilitation.

**Other Compulsory Benefits.** Any disability income benefits the Insured Employee is eligible to receive under any other compulsory benefit act or law. This includes (but is not limited to):

1. state temporary disability income benefit laws;
2. state no fault auto insurance laws; or
3. any other compulsory benefit act or law.

**Other Insurance Plans.** Any disability income benefits for which the Insured Employee is eligible under:

1. any other group insurance plan (except credit or mortgage insurance); or
2. any no fault auto plan.

**Employee Benefit Plans.** Any disability income benefits for which the Insured Employee is eligible under the Employer's Sick Leave or Salary Continuance Plan. This does **not** include vacation pay, severance pay or pay for work actually performed during a Disability.

**Employer's Retirement Plan.** Any Disability Benefits or Retirement Benefits the Insured Employee receives under the Employer's Retirement Plan.

**Social Security and other Government Retirement Plans.** The following Social Security or other Government Retirement Plan benefits will be offset:

1. **disability benefits** for which the Insured Employee is eligible; and for which any spouse or child is eligible, because of the Insured Employee's Disability;
2. **unreduced retirement benefits** for which the Insured Employee is eligible; and for which any spouse or child is eligible, because of the Insured Employee's eligibility for unreduced retirement benefits; or
3. **reduced retirement benefits** actually received by the Insured Employee; and by any spouse or child, because of the Insured Employee's receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

1. the federal Social Security Act, Jones Act or Railroad Retirement Act;
2. the Canada Pension Plan or Quebec Pension Plan;
3. any similar plan or act of any country, state, province or other political unit; or
4. any plan provided in place of one of the above plans.

**OTHER INCOME BENEFITS**  
**(Continued)**

**"Earnings"**, as used in this provision, means pay the Insured Employee earns or receives from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

1. salaried or hourly Employee's gross earnings (shown on Form W-2); including:
  - a. wages, tips, commissions, bonuses and overtime pay; and
  - b. any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
2. proprietor's net profit (figured from Form 1040, Schedule C);
3. professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
4. partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
5. Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

**Exceptions.** The following will **not** be considered Other Income Benefits, and will not be offset in determining the Monthly Benefit:

1. a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
2. reimbursement for hospital, medical or surgical expense;
3. reimbursement for attorney fees and other reasonable costs of claiming Other Income Benefits;
4. group credit or mortgage disability insurance benefits;
5. early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
6. any amounts under the Employer's Retirement Plan that:
  - a. represent the Insured Employee's contributions; or
  - b. are received upon termination of employment without being disabled or retired;
7. benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation;
8. vacation pay, holiday pay, or severance pay; or
9. disability income benefits under any individual policy, association group plan, franchise plan, or auto liability insurance policy (except no fault auto insurance).

**RULES FOR OTHER INCOME BENEFIT OFFSETS.** If the Insured Employee may be entitled to Other Income Benefits that affect Policy benefits, the following rules will apply.

**Claiming Other Income Benefits.** An Insured Employee who may be entitled to some Other Income Benefit is required to actively pursue it. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim. If the Insured Employee fails to pursue Other Income Benefits on a timely basis, the Company has the option to:

1. deny or suspend Monthly Benefits; or
2. reduce Monthly Benefits by an estimated amount.

**OTHER INCOME BENEFITS**  
**(Continued)**

**Estimating Offsets.** While a claim for Social Security or other Government Retirement Plan benefits is pending, the Insured Employee must elect one of the following options in writing. (If no written election is made, Monthly Benefits will be reduced in accord with Option 1.)

1. **Reduced Monthly Benefits.** The Insured Employee may receive Monthly Benefits reduced by estimated Social Security or other Government Retirement Plan benefits. The Company will adjust Policy benefits and will refund any underpayment, in a lump sum, upon receiving proof of:
  - a. the amount actually awarded; or
  - b. the claim denial and completion of any appeal the Company requires.
  
2. **Unreduced Monthly Benefits.** The Insured Employee may receive unreduced Monthly Benefits while the claim is pending. He or she must agree in writing to promptly refund any overpayment that results, in a lump sum, upon receiving Social Security or other Government Retirement Plan benefits. If he or she does not promptly refund an overpayment:
  - a. the Company will reduce or eliminate future payments; and
  - b. the Minimum Monthly Benefit will not apply, until the amount is repaid.

**Lump Sum Payments.** Other Income Benefits that are paid in a lump sum will be pro rated as follows.

1. The lump sum will be pro rated on a monthly basis, over the time period for which it is given.
2. If no time period is stated, the Company will continue its estimated monthly offset for that benefit, until full amount is offset.
3. If no estimated monthly offset was being made for that benefit, the lump sum will be pro rated on a monthly basis over a reasonable time period. It will not exceed 60 months or the Maximum Benefit Period (whichever occurs first).

**Cost-of-Living Freeze.** After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Monthly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

## RECURRENT DISABILITY

**"Recurrent Disability"** means a Disability caused by an Injury or Sickness that is the same as, or related to, the cause of a prior Disability for which Monthly Benefits were payable. A Recurrent Disability will be treated as follows.

1. **New Disability.** A Recurrent Disability will be treated as a new Disability, if the Recurrent Disability begins after the Insured Employee returns to his or her Own Occupation with the Employer:
  - a. on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits; and
  - b. for six consecutive months or more following the date the prior Disability benefits ended.

A new Elimination Period must be completed before further Monthly Benefits become payable. A new Maximum Benefit Period will apply.

2. **Prior Disability.** A Recurrent Disability will be treated as part of the prior Disability, if the Recurrent Disability begins after the Insured Employee returns to his or her Own Occupation with the Employer:
  - a. on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits; but
  - b. for less than six consecutive months following the date the prior Disability benefits ended.

The completion of a new Elimination Period is not required before further Monthly Benefits become payable. The same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability. The Predisability Income used in determining the prior Disability benefit will apply as well.

In addition, a Recurrent Disability will be treated as a prior Disability if all of the subsequent events occur in less than six consecutive months following the date the prior Disability benefits end under this Policy:

- a. a job opening is not available for the Insured Employee to return to work with the Employer;
- b. the Insured Employee's coverage under this Policy terminates;
- c. the former Employee returns to his or her Own Occupation with a new employer on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits;
- d. benefits are not payable under any other group long-term disability plan; and
- e. a Recurrent Disability begins.

Benefits for the former Employee will be reinstated for the Recurrent Disability and the completion of a new Elimination Period will not be required before further Monthly Benefits become payable. The same Maximum Benefit Period, Exclusions, and Limitations will apply to the Recurrent Disability as to the prior Disability. The Predisability Income used in determining the prior Disability benefit will apply as well. Benefits reinstated under this provision are subject to this Policy's terms and conditions that were in effect at the time the prior Disability began.

To qualify for a Monthly Benefit, the Insured Employee or former Employee must earn less than the percentage of Predisability Income specified in the Partial Disability Monthly Benefit section. Monthly Benefit payments will be subject to all other terms of this Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply to an Insured Employee or former Employee who becomes eligible for coverage under any other group long-term disability plan.

## EXCLUSIONS

**GENERAL EXCLUSIONS.** This Policy will not cover any period of Total or Partial Disability:

1. due to war, declared or undeclared, or any act of war;
2. due to intentionally self-inflicted injuries;
3. due to active participation in a riot;
4. due to the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery;
5. during which the Insured Employee is incarcerated for the commission of a felony;
6. during which the Insured Employee is not under the Regular Care of a Physician;
7. during which the Insured Employee is not participating in good faith in a vocational rehabilitation program approved by the Company, without good cause; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision; or
8. after the Insured Employee has resided outside the United States or Canada for more than 12 consecutive benefit months for purposes other than employment with the Employer.

**PRE-EXISTING CONDITION EXCLUSION.** This Policy will not cover any Total or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months after the Insured Employee's Effective Date.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

"Treatment" means consultation, care or services provided by a Physician. It includes diagnostic measures and the prescription, refill of prescription, or taking of any prescribed drugs or medicines.

## SPECIFIED INJURIES OR SICKNESSES LIMITATION

LIMITATION. If an Insured Employee is Disabled primarily due to one or more of the Specified Injuries or Sicknesses defined below; then Partial or Total Disability Monthly Benefits:

1. will be payable subject to the terms of this Policy; but
2. will be limited to 24 months for any one period of Disability; unless the Insured Employee is confined to a Hospital.

"Specified Injuries or Sicknesses" include any Mental Sickness or Substance Abuse, as defined below.

### CONDITIONS

1. If the Insured Employee is confined in a Hospital at the end of the 24<sup>th</sup> month for which Policy benefits are paid for the Specified Injury or Sickness; then benefits will be payable until he or she is discharged from that facility.
2. In no event will the Monthly Benefit be paid beyond the Maximum Benefit Period shown in the Schedule of Insurance, however.

### DEFINITIONS

"Hospital," as used in this provision, means:

1. a general hospital which:
  - (a) is licensed, approved or certified by the state where it is located;
  - (b) is recognized by the Joint Commission on the Accreditation of Hospitals; or
  - (c) is operated to treat resident inpatients; has a registered nurse always on duty; and has a lab, x-ray facility and place where major surgery is performed; and
2. a skilled nursing care facility or unit, which provides convalescent or nursing care; and which is recognized as a skilled nursing care facility under Medicare.

The term Hospital also includes:

1. a Mental Hospital when treatment is for a Mental Sickness; and
2. a Treatment Center when treatment is for Substance Abuse.

"Mental Hospital" means a health care facility (or its psychiatric unit) which:

1. is licensed, certified or approved as a mental hospital by the state where it is located;
2. is equipped to treat resident inpatients' mental diseases or disorders; and
3. has a resident psychiatrist on duty or on call at all times.

"Mental Sickness" means any emotional, behavioral, psychological, personality, adjustment, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome; regardless of its cause. It includes, but is not limited to:

1. schizophrenia or schizoaffective disorder;
2. bipolar affective disorder, manic depression, or other psychosis; and
3. obsessive-compulsive, depressive, panic or anxiety disorders.

These conditions are usually treated by a psychiatrist, a clinical psychologist or other qualified mental health care provider. Treatment usually involves psychotherapy, psychotropic drugs or similar methods of treatment.

Mental Sickness does not include irreversible dementia resulting from:

1. stroke, trauma, viral infection, Alzheimer's disease; or
2. other conditions which are not usually treated by a mental health care provider using psychotherapy, psychotropic drugs, or similar methods of treatment.

"Substance Abuse" means alcoholism, drug abuse, or chemical dependency of any type.

Specified Limit

**SPECIFIED INJURIES OR SICKNESSES LIMITATION**  
**(Continued)**

**"Treatment Center"** means a health care facility (or its medical or psychiatric unit) which:

1. is licensed, certified or approved by the state where it is located;
2. has a program for inpatient treatment of substance abuse; and
3. provides such treatment based upon a written plan approved and supervised by a Physician.

## MANDATORY VOCATIONAL REHABILITATION BENEFIT PROVISION

**BENEFIT.** If an Insured Employee is Disabled and is receiving Policy benefits; then he or she may be eligible for a Vocational Rehabilitation Benefit. This Benefit consists of services which may include:

1. vocational evaluation, counseling, training or job placement;
2. job modification or special equipment; and
3. other services which the Company deems reasonably necessary to help the Insured Employee return to work.

The Company will determine the Insured Employee's eligibility and the amount of any Benefit payable.

**ELIGIBILITY.** An Insured Employee may be eligible for this Benefit, if the Company finds that he or she:

1. has a Disability that prevents the performance of his or her regular occupation; and, after the Own Occupation Period, also lacks the skills, training or experience needed to perform any other occupation;
2. has the physical and mental abilities needed to complete a Program; and
3. is reasonably expected to return to work after completing the Program; in view of the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

**AMOUNT.** The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under the Insured Employee's health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

**CONDITIONS.** Either the Company, the Insured Employee, or his or her Physician may first propose vocational rehabilitation. When a Program is approved by the Company, this Policy's definition of "Disability" will be waived during the rehabilitation period; but it will be reapplied after the Program ends. The Company will determine the amount and duration of any Long Term Disability benefits payable after the Program ends.

**LIMITATIONS.** This Policy will not cover any period of Disability:

1. for an Insured Employee who, without good cause, refuses to take part in good faith in a Program designed to return the person to work:
  - (a) in his or her regular occupation, during the Own Occupation Period; or
  - (b) in any occupation after the Own Occupation Period; or
2. for an Insured Employee who has received a Vocational Rehabilitation Benefit and has failed to complete the Program, without Good Cause.

### DEFINITIONS

**"Good Cause"**, as used in this provision, means the Insured Employee's:

1. documented physical or mental impairments, which render the Insured Employee unable to take part in or complete a Program;
2. involvement in a medical program, which prevents or interferes with the Insured Employee's taking part in or completing a Program; or
3. participating in good faith in some other vocational rehabilitation program, which:
  - (a) conflicts with taking part in or completing a Program developed by the Company; and
  - (b) is reasonably expected to return the Insured Employee to work.

**"Program"** means a written vocational rehabilitation program:

1. which the Company develops with input from the Insured Employee; his or her Physician; and any current or prospective employer, when appropriate; and
2. which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

## REASONABLE ACCOMMODATION BENEFIT

If an Insured Employee of the Employer is Disabled, and is receiving Policy benefits; then the Employer may be eligible for a Reasonable Accommodation Benefit. This Benefit reimburses the Employer for 50% of the expense incurred for reasonable accommodation services for the Insured Employee; but will not exceed:

1. a maximum benefit of \$5,000 for any one Insured Employee; or
2. the Company's expected liability for the Insured Employee's Long Term Disability claim (whichever is less).

Such services may include:

1. providing the Insured Employee a more accessible parking space or entrance;
2. removing barriers or hazards to the Insured Employee from the worksite;
3. special seating, furniture or equipment for the Insured Employee's work station;
4. providing special training materials or translation services during the Insured Employee's training; and
5. other services the Company deems reasonably necessary to help the Insured Employee return to work with the Employer.

**ELIGIBILITY FOR BENEFIT.** The Company will determine the Employer's eligibility to receive the Benefit. To qualify for the Benefit, the Employer must have an Insured Employee:

- (a) whose Disability prevents the performance of his or her regular occupation at the Employer's worksite;
- (b) who has the physical and mental abilities needed to perform his or her own or another occupation at the Employer's worksite; but only with the help of the proposed accommodation; and
- (c) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation Benefit is less than the expected liability for the Insured Employee's Long Term Disability claim.

**WRITTEN PROPOSAL.** The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

1. the Employer;
2. the Insured Employee; and
3. his or her Physician, when appropriate.

The proposal must state the purpose of the proposed accommodation; and the times, dates and costs of the services.

**CONDITIONS.** Either the Company, the Employer, the Insured Employee, or his or her Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will then reimburse the Employer, upon receipt of proof that the Employer:

1. has provided the services for the Insured Employee; and
2. has paid the provider for the services.

## FAMILY INCOME BENEFIT

The Company will pay a lump sum benefit to the Eligible Survivor when proof is received that an Insured Employee died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The benefit will be equal to three times the Insured Employee's Last Monthly Benefit.

"Last Monthly Benefit" means the gross Monthly Benefit payable to the Insured Employee immediately prior to death. Any reductions for Other Income Benefits, or for earnings the Insured Employee received for Partial Disability Employment, will not apply.

"Eligible Survivor" means the Insured Employee's:

1. surviving spouse; or, if none
2. surviving children who are under age 25 on the Insured Employee's date of death.

If payment becomes due to the Insured Employee's children; then payment will be made to:

1. the surviving children, in equal shares; or
2. a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, the children.

## FAMILY CARE EXPENSE BENEFIT

**BENEFIT.** The Company will reimburse an Insured Employee's Family Care Expenses as described below, while he or she is:

1. receiving a Partial Disability Monthly Benefit under this Policy; or
2. receiving a Total Disability Benefit under this Policy, and:
  - a. is Terminally Ill;
  - b. has suffered a Cognitive Impairment; or
  - c. has suffered a Loss of Activities of Daily Living.

The Family Care Expense Benefit is paid in addition to all other Policy benefits and will not be offset by Other Income Benefits.

**PROOF.** The Insured Employee must submit to the Company satisfactory proof that a Family Care Expense has been incurred for a Dependent and paid by the Insured Employee. Proof must be submitted on a monthly basis. Satisfactory proof is a signed receipt from the Dependent care provider showing:

1. Dependent name;
2. Dependent age;
3. if Dependent age exceeds the maximum shown in definition of "Dependent" below, reason for care;
4. dates of care;
5. total charges for care;
6. total payments for care; and
7. provider name, address, telephone number, and Federal Employer Identification Number/Taxpayer Identification Number.

**AMOUNT.** The Family Care Expense Benefit will equal actual Family Care Expenses paid by the Insured Employee that are not reimbursable from other sources, up to \$250 per month for each eligible Dependent.

**DURATION.** The Family Care Expense Benefit will cease on the earliest of:

1. the date the Insured Employee's Total or Partial Disability Benefits under this Policy cease;
2. the date an Insured Employee's Dependents no longer meet the definition of Dependent in this provision; or
3. the date the Company has made 12 monthly Family Care Expense Benefit payments.

### DEFINITIONS.

**"Child"** includes the Insured Employee's naturally born child, legally adopted child, stepchild, foster child, or child for whom the Insured Employee is the legal guardian.

**"Cognitive Impairment"** means that the Insured Employee or Dependent:

1. has suffered a permanent deterioration or loss of cognitive or intellectual capacity; and
2. requires another person's active, hands-on help or verbal cues to prevent harm to self or others, due to that impairment.

The impairment must be diagnosed by a Physician, based upon clinical evidence and reliable standardized tests of short or long-term memory; orientation as to person, place and time; and deductive or abstract reasoning. It may result from moderate to severe head trauma, stroke, Alzheimer's disease or other form of irreversible dementia.

**FAMILY CARE EXPENSE BENEFIT**  
**(Continued)**

**"Dependent"** means the Insured Employee's:

1. legal spouse, who is:
  - a. living with the Insured Employee; and
  - b. Incapable of Independent Living due to a mental or physical condition;
2. Child less than age 16;
3. unmarried Child age 16 years or older, who is:
  - a. living with the Insured Employee; and
  - b. Incapable of Independent Living due to a mental or physical condition; or
4. parent or parent-in-law, who is:
  - a. living with the Insured Employee; and
  - b. Incapable of Independent Living due to a mental or physical condition.

**"Family Care Expense"** means an expense for the care of a Dependent, charged by a licensed care provider who:

1. is not a member of the Insured Employee's immediate family; and
2. is not living in the Insured Employee's home.

**"Incapable of Independent Living"** means the Dependent:

1. is Terminally Ill;
2. suffers a Cognitive Impairment; or
3. suffers a Loss of Activities of Daily Living.

**"Loss of Activities of Daily Living"** means that the Insured Employee or Dependent has lost the ability to safely and completely perform **two or more** of the following six Activities of Daily Living without another person's active, hands-on help with all or most of the activity.

The six Activities of Daily Living are:

1. **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
2. **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
3. **Toileting** - getting to, from, on and off toilet and performing related personal hygiene.
4. **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
5. **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
6. **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

**"Terminally Ill"** means the Insured Employee or Dependent has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

**FAMILY CARE EXPENSE BENEFIT**

**AMENDMENT NO. 1**

**TO BE ATTACHED AND MADE A PART OF GROUP POLICY NO. 000010215167**

**ISSUED TO: Utah Transit Authority**

**For: Plan 1/Class 1**

It is agreed that this Policy is amended as follows:

**DISABILITY IN THE LINE OF DUTY BENEFIT**

With respect to a Disability due to an injury sustained in the Line of Duty, the Benefit Percentage and Maximum Monthly Benefit are shown in the Schedule of Benefits.

**DEFINITIONS**

Line of Duty means:

1. for officers whose main function is crime control, criminal law enforcement or fire suppression, any action he/she is obliged or authorized to perform by rule, regulation, or condition of employment. It includes social, ceremonial or athletic functions for which the Public Agency pays the officer.
2. for other officers, any action he/she is obliged or authorized to perform in the course of controlling crime, enforcing criminal law or suppressing fires.

Any injury will be considered to be in the Line of Duty if it occurs while the Insured Employee is:

1. on duty in the course of his/her employment with the Public Agency (whether on or off of their premises); or
2. making a Line of Duty response to an emergency while off duty.

Public Agency means the federal, state, county or city agency which employs the Insured Employee in crime control, criminal law enforcement or fire suppression.

**LIMITATIONS**

Benefits will not be paid for a Disability arising from or caused by:

1. acts of aggression committed by the Insured Employee; or
2. commission or attempt to commit a felony or other illegal act by the Insured Employee.

The effective date of this amendment is May 1, 2016, but only with respect to a Disability in the Line of Duty commencing on or after that date. In all other respects, this Policy remains the same.

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



\_\_\_\_\_  
Officer of the Company

**Notice of Protection Provided by  
Utah Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

**Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.**

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at [www.utlifega.org](http://www.utlifega.org) or contact:

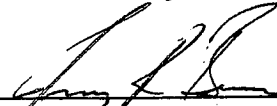
Utah Life and Health Insurance Guaranty Assoc.  
60 East South Temple, Suite 500  
Salt Lake City UT 84111  
(801) 320-9955

Utah Insurance Department  
3110 State Office Building  
Salt Lake City UT 84114-6901  
(801) 538-3800

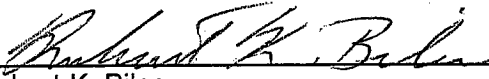
A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

GROUP LONG-TERM DISABILITY INSURANCE POLICY  
UTA / LINCOLN FINANCIAL GROUP

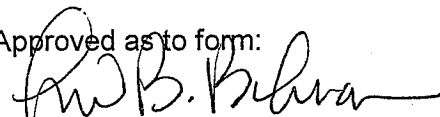
Utah Transit Authority

  
\_\_\_\_\_  
Jerry Benson  
Interim President/CEO

7/13/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert K. Biles  
Chief Financial Officer

6/21/16  
\_\_\_\_\_  
Date

Approved as to form:  
  
\_\_\_\_\_  
Legal Counsel



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

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

**TITLE:**

**Change Order: Life Insurance Contract Extension - Bargaining Employees (Lincoln National Life Insurance Co)**

<b>AGENDA ITEM TYPE:</b>	Procurement Contract/Change Order
<b>RECOMMENDATION:</b>	Approve and ratify contract extension and authorize the Executive Director to execute the contract amendment and associated disbursements with Lincoln National Life Insurance Co.
<b>BACKGROUND:</b>	This contract represents life insurance benefits for UTA's bargaining unit employees through Lincoln National Life Insurance Co.
<b>DISCUSSION:</b>	Lincoln National Life Insurance Co has been utilized by UTA since 2016 as a life insurance provider. UTA would like to renew their services for the 2021-2022 Benefit Plan year. The provider did not increase the life insurance rates. The expected cost for this one-year extension is projected to be \$89,686, bringing the total for the six-year contract to approximately \$538,118. The contract value is based on past years' cost and the number of participating employees. Following this one year extension, UTA intends to issue a new RFP for procurement of life insurance.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Lincoln National Life Insurance Co
Contract Number:	16-1752-1
Base Contract Effective Dates:	5-1-2016 through 4-30-2021
Extended Contract Dates:	5-1-2021 through 4-30-2022
Existing Contract Value:	\$448,432.27
Amendment Amount:	\$89,686.45
New/Total Amount Contract Value:	\$538,118.72

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<b>Procurement Method:</b>	Original contract procured through RFP.
<b>Funding Sources:</b>	UTA-ATU Joint Insurance Trust Fund
<b>ALTERNATIVES:</b>	Not approving this extension/change order would require UTA to exercise the competitive bid process to locate a provider. This would delay life insurance benefits for employees and possibly require employees to switch providers mid benefit year.
<b>FISCAL IMPACT:</b>	No fiscal impact to UTA.
<b>ATTACHMENTS:</b>	1. Extension Letter 2. Original Contract



April 27, 2021

Lincoln Financial Group  
Attn: Gretchen Seitzinger  
8101 East Prentice Avenue, Suite 875  
Greenwood Village, CO 80111

*SENT VIA E-MAIL ONLY*  
*Gretchen.Seitzinger@lfg.com*

**RE: Contracts 16-1749, 16-1750 and 16-1752 for Life Insurance Services**

Dear Gretchen:

The purpose of this letter is to provide formal notification that Utah Transit Authority will authorize renewal of this contract for one additional year expiring on April 30, 2022. For the provision of insurance services beyond April 30, 2022, UTA will be required to exercise a competitive bidding process in which you will be invited to participate.

If you agree with the terms of this letter as described above and are willing to abide by such terms, please sign on the line indicated below. Thank you for your service under the current contract. If you have any questions, please feel free to contact me.

All other terms & conditions of the contract remain in full force and effect.

UTAH TRANSIT AUTHORITY

LINCOLN FINANCIAL GROUP

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregg Petersen  
Acting Manager Total Rewards

Approved as to Form and Content

DocuSigned by:  
*Michael L. Bell* 5/26/2021  
70E33A415BA44F6...  
MICHAEL BELL

Assistant Attorney General  
UTA Counsel

UTA # 16-1752



The Lincoln National Life Insurance Company  
A Stock Company Home Office Location: Fort Wayne, Indiana  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Utah Transit Authority

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on June 1, 2016, and on the same day of each month after that. Policy anniversaries will be each May 1<sup>st</sup>; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is May 1, 2016.

Handwritten signature of Chas A. Brantley in cursive.

SECRETARY

Handwritten signature of Dennis R. Glass in cursive.

PRESIDENT

**GROUP INSURANCE POLICY**  
No. 000010215168  
PROVIDING  
WEEKLY DISABILITY INCOME INSURANCE

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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**Utah Transit Authority  
000010215168  
SCHEDULE OF INSURANCE**

**ELIGIBLE CLASSES**

- Class 1 All Full-Time Bargaining Maintenance and Parts Employees
- Class 2 All Full-Time Bargaining Operators

This Policy does not replace or provide benefits required by Workers' Compensation laws or any state disability insurance plan laws.

**Utah Transit Authority**  
**000010215168**  
**SCHEDULE OF INSURANCE**  
**For**

**Class 1 - All Full-Time Bargaining Maintenance and Parts Employees**

MINIMUM HOURS: 40 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
30 days of continuous Active Work

CONTRIBUTIONS: Insured Employees are required to contribute to the cost of the Weekly Disability Income Insurance.

**WEEKLY DISABILITY INCOME INSURANCE**

MAXIMUM WEEKLY BENEFIT: \$375

MINIMUM WEEKLY BENEFIT: 10% of the Weekly Total Disability Benefit

DAY BENEFITS BEGIN: 31<sup>st</sup> consecutive day of Disability due to Accidental Injury; and  
31<sup>st</sup> consecutive day of Disability due to Sickness; or the day following the  
exhaustion of PTO and any serious illness time, whichever is greater.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

MAXIMUM BENEFIT PERIOD: 13 weeks

Weekly Disability Income Insurance will terminate when an Insured Person retires.

**ADDITIONAL FEATURES:**

Family Income Benefit: 3 times the Insured Person's last Weekly Benefit payable immediately prior to death.

Rehabilitation Assistance Benefit:

- Rehabilitation Incentive Benefit of 5% of Basic Weekly Earnings
- Reasonable Accommodation Benefit
- Vocational Rehabilitation Benefit

**Utah Transit Authority**  
**000010215168**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 2 - All Full-Time Bargaining Operators**

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
90 days of continuous Active Work

CONTRIBUTIONS: Insured Employees are required to contribute to the cost of the Weekly Disability Income Insurance.

**WEEKLY DISABILITY INCOME INSURANCE**

MAXIMUM WEEKLY BENEFIT: \$375

MINIMUM WEEKLY BENEFIT: 10% of the Weekly Total Disability Benefit

DAY BENEFITS BEGIN: 31<sup>st</sup> consecutive day of Disability due to Accidental Injury; and  
31<sup>st</sup> consecutive day of Disability due to Sickness; or the day following the  
exhaustion of PTO and any serious illness time, whichever is greater.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

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Weekly Disability Income Insurance will terminate when an Insured Person retires.

**ADDITIONAL FEATURES:**

Family Income Benefit: 3 times the Insured Person's last Weekly Benefit payable immediately prior to death.

Rehabilitation Assistance Benefit:

- Rehabilitation Incentive Benefit of 5% of Basic Weekly Earnings
- Reasonable Accommodation Benefit
- Vocational Rehabilitation Benefit

## DEFINITIONS

As used throughout this Policy, the following terms shall have the meanings indicated below. Other parts of this Policy contain definitions specific to those provisions.

**ACTIVE WORK** or **ACTIVELY AT WORK** means an Employee's performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the Employer requires the Employee to travel.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday that is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

This includes a Military Leave or an approved Family or Medical Leave that is not due to the Employee's own health condition.

**BASIC WEEKLY EARNINGS** or **PREDISABILITY INCOME** means the Insured Person's average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by this Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) Exception: For purposes of determining the Partial Disability Weekly Benefit, Basic Weekly Earnings will not exceed the amount shown in the Employer's financial records.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**DAY** or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Group Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

**DISABILITY** or **DISABLED** means Total Disability or Partial Disability.

**DISABILITY BENEFIT**, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan due to disability as defined in that plan; and
- (2) does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

**EMPLOYEE** or **FULL-TIME EMPLOYEE** means a person:

- (1) whose employment with the Employer is the person's main occupation;
- (2) whose employment is for regular wage or salary, on a full-time basis;
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance;
- (4) who is a member of an Eligible Class which is eligible for coverage under this Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

## DEFINITIONS

(Continued)

**EMPLOYER** means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

**EVIDENCE OF INSURABILITY** means a statement of proof of an Employee's medical history. The Company uses this to determine his or her acceptance for insurance or an increased amount of insurance. Such proof will be provided at the Employee's own expense.

**FAMILY OR MEDICAL LEAVE** means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Employer's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period as defined by the Employer. The 12 weeks:

- (1) may consist of consecutive or intermittent work days; or
- (2) may be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

**FULL-TIME**, as it applies to the Partial Disability Benefit, means the average number of hours the Insured Person was regularly scheduled to work, at his or her Own Occupation, during the week just prior to:

- (1) the date Disability begins; or
- (2) the date an approved leave of absence begins, if Disability begins while the Insured Person is continuing coverage during a leave of absence.

**GROUP POLICYHOLDER** means the person, company, trust or other organization as shown on the Title Page of this Policy.

**INJURY** means bodily Injury which results directly from an accident, independently of all other causes. In determining Weekly Benefits, a Disability will be considered caused by a Sickness if:

- (1) the Disability begins more than 60 days after the Injury; or
- (2) the Injury occurred before the Insured Person's Effective Date under this Policy.

The term "Injury" shall not include any:

- (1) condition to which a Sickness, its natural progression or its treatment is a substantial contributing cause (based upon the preponderance of medical evidence);
- (2) condition caused by emotional stress or trauma; infection (except pyogenic bacterial infection of an Injury); or medical or surgical treatment (except when needed solely for an Injury);
- (3) repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time; or
- (4) pregnancy; except for complications that result from an Injury.

**INSURANCE MONTH** or **POLICY MONTH** means that period of time:

- (1) beginning at 12:01 a.m. Standard Time, at the Group Policyholder's place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

**INSURED PERSON** means a Person for whom Policy coverage is in effect.

**MAIN DUTIES** or **MATERIAL AND SUBSTANTIAL DUTIES** means those job tasks that:

- (1) are normally required to perform the Insured Person's Own Occupation; and
- (2) could not reasonably be modified or omitted.

**DEFINITIONS**  
**(Continued)**

To determine whether a job task could reasonably be modified or omitted, the Company will apply the Americans with Disabilities Act's standards concerning reasonable accommodation. It will apply the Act's standards, whether or not:

- (1) the Employer is subject to the Act; or
- (2) the Insured Person has requested such a job accommodation.

An Employer's failure to modify or omit other job tasks does **not** render the Insured Person unable to perform the Main Duties of the job.

Main Duties include those job tasks:

- (1) as described in the U.S. Department of Labor Dictionary of Occupational Titles; and
- (2) as performed in the general labor market and national economy.

Main Duties are **not** limited to those specific job tasks as performed for a certain firm or at a certain work site.

**MEDICALLY APPROPRIATE TREATMENT** means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing the Insured Person's Disability. Such treatment must be rendered:

- (1) by a Physician whose license and any specialty are consistent with the disabling condition; and
- (2) according to generally accepted, professionally recognized standards of medical practice.

**MILITARY LEAVE** means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Employer's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

**OWN OCCUPATION** or **REGULAR OCCUPATION** means the occupation, trade or profession:

- (1) in which the Insured Person was employed with the Employer prior to Disability; and
- (2) which was his or her main source of earned income prior to Disability.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

- (1) whether such work is with the Employer, with some other firm, or on a self-employed basis; or
- (2) whether a suitable opening is currently available with the Employer or in the local labor market.

**PARTIAL DISABILITY** or **PARTIALLY DISABLED** means that, due to an Injury or Sickness, the Insured Person:

- (1) is unable to perform one or more of the Main Duties of his or her Own Occupation, or is unable to perform such duties Full-Time; and
- (2) is engaged in Partial Disability Employment.

**PARTIAL DISABILITY EMPLOYMENT** means the Insured Person is working at his or her Own Occupation or any other occupation; however, because of a Partial Disability:

- (1) the Insured Person's hours or production is reduced;
- (2) one or more Main Duties of the job are reassigned; or
- (3) the Insured Person is working in a lower-paid occupation.

During Partial Disability Employment, his or her current earnings:

- (1) must be at least 20% of Predisability Income; and
- (2) may not exceed the percentage specified in the Partial Disability Benefit section.

**DEFINITIONS**  
**(Continued)**

**PERSON** means an Employee of the Employer:

- (1) who is a member of an Employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

**PERSONAL INSURANCE** means the insurance provided by this Policy on Insured Persons.

**PHYSICIAN** means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for the Insured Person's disabling condition.

Physician does **not** include the Insured Person or a relative of the Insured Person receiving treatment. Relatives include:

- (1) the Insured Person's spouse, siblings, parents, children and grandparents; and
- (2) his or her spouse's relatives of like degree.

**POLICY** means this group insurance Policy issued by the Company to the Group Policyholder.

**PREDISABILITY INCOME**--See Basic Weekly Earnings definition.

**REGULAR CARE OF A PHYSICIAN** means the Insured Person:

- (1) personally visits a Physician, as often as medically required according to standard medical practice to effectively manage and treat his or her disabling condition; and
- (2) receives Medically Appropriate Treatment, by a Physician whose license and any specialty are consistent with the disabling condition.

**REGULAR OCCUPATION**--See Own Occupation or Regular Occupation definition.

**RETIREMENT BENEFIT**, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (2) does not represent contributions made by an Insured Person (Payments representing Employee contributions are deemed to be received over the Insured Person's expected remaining life, regardless of when they are actually received.); and
- (3) is payable upon:
  - (a) early or normal retirement; or
  - (b) disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

**RETIREMENT PLAN** means a defined benefit or defined contribution plan that:

- (1) provides Retirement Benefits to Employees; and
- (2) is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

- (1) which is part of any federal, state, county, municipal or association retirement system; and
- (2) for which the Insured Person is eligible as a result of employment with the Employer.

**DEFINITIONS**  
**(Continued)**

**SICK LEAVE** or **SALARY CONTINUANCE PLAN** means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of an Insured Person's Predisability Income for a specified period after he or she becomes Disabled.

It does **not** include compensation the Employer pays an Insured Person for work actually performed during a Disability.

**SICKNESS** means illness, pregnancy or disease.

**TOTAL DISABILITY** or **TOTALLY DISABLED** means the Insured Person's inability, due to Sickness or Injury, to perform each of the Main Duties of his or her Own Occupation. The loss of a professional license, an occupational license or certification, or a driver's license for any reason does **not**, by itself, constitute Total Disability.

**WAITING PERIOD** means the period of time an Employee must be employed in an eligible class with the Employer, before he or she becomes eligible to enroll for coverage under this Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

**WEEKLY BENEFIT** means the amount payable weekly by the Company to the Insured Person who is Totally Disabled or Partially Disabled.

**WORKERS' COMPENSATION OR SIMILAR COVERAGE** means coverage under a law that compensates for job related Injury or Sickness. It includes (but is not limited to):

- (1) coverage under any Workers' Compensation or occupational disease law;
- (2) coverage under the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or
- (3) any plan provided in place of one of those plans.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties shall consist of:

- (1) this Policy and any amendments to it;
- (2) the Group Policyholder's application (a copy of which is attached);
- (3) any Participating Employers' applications or Participation Agreements; and
- (4) any individual applications of Insured Persons.

In the absence of fraud, all statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy, unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement has been furnished to that Insured Person.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company Officer located in the Company's Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in the Company's name;
- (3) amend or waive any provision of this Policy; or
- (4) extend the time for payment of any premium.

No change in this Policy will be valid, unless it is made in writing and signed by such a Company Officer.

**INCONTESTABILITY.** Except for the non-payment of premiums or fraud, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue; and as to any Insured Person, after his or her coverage has been in force for two years during his or her lifetime. This clause does not preclude, at any time, the assertion of defenses based upon:

- (1) this Policy's eligibility requirements, exclusions and limitations; and
- (2) other Policy provisions unrelated to the validity of coverage.

**RESCISSION.** The Company has the right to rescind any insurance for which Evidence of Insurability was required, if:

- (1) an Insured Person incurs a claim during the first two years of coverage; and
- (2) the Company discovers that the Insured Person made a Material Misrepresentation on his or her application.

A "**Material Misrepresentation**" is an incomplete or untrue statement that caused the Company to issue coverage that it would have disapproved, had it known the truth. "**To rescind**" means to cancel insurance back to its effective date. In that event, the Company will refund all premium paid for the rescinded insurance, less any benefits paid for Insured Person's claims. The Company reserves the right to recover any claims paid in excess of such premiums.

**NONPARTICIPATION.** This is a non-participating Policy. It will not share in the divisible surplus of the Company.

**INFORMATION TO BE FURNISHED.** The Group Policyholder and any Participating Employers may be required to furnish any information needed to administer this Policy, including:

- (1) information about Persons:
  - (a) who become eligible for insurance;
  - (b) whose amounts of coverage change; or
  - (c) whose eligibility or coverage ends;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that the Company may reasonably require.

The Company may inspect the Group Policyholder's or any Participating Employer's records that relate to this Policy, at any reasonable time.

## GENERAL PROVISIONS

(Continued)

Clerical error by the Group Policyholder or Participating Employer:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance coverage that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, a fair adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period that precedes the date the Company receives proof such an adjustment should be made.

**MISSTATEMENTS OF FACTS.** If relevant facts about any Person were misstated:

- (1) a fair adjustment of the premium will be made; and
- (2) the true facts will decide if and in what amount insurance is valid under this Policy.

If an Insured Person's age has been misstated, any benefits shall be in the amount the paid premium would have purchased at the correct age.

**ACTS OF THE POLICYHOLDER.** In administering this Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow the Company, without inquiry, to rely on its acts.

**GROUP POLICYHOLDER'S AGENCY.** For all purposes of this Policy, the Group Policyholder acts on its own behalf or as an agent of the Insured Person. Under no circumstances will the Group Policyholder be deemed the agent of the Company.

**CERTIFICATES.** The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between this Policy and the Certificate, this Policy will control.

**CONFORMITY WITH STATE STATUTES.** If, on its effective date, any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**CURRENCY.** In administering this Policy:

- (1) all Predisability Income will be expressed in U.S. dollars; and
- (2) all premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** This Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

**ASSIGNMENT.** The rights and benefits under this Policy may not be assigned.

## PROVISIONS APPLICABLE TO PARTICIPATING EMPLOYERS

A Participating Employer has no rights under this Policy except as provided in this Section. The Participating Employer will be responsible for all premiums payable with respect to any of its Employees who are Insured Persons under this Policy.

**PARTICIPATING EMPLOYER** means an employer who has been approved by the Company for participation in the coverage provided by this Policy. The following are Participating Employers:

Amalgamated Transit Union

**EFFECTIVE DATE.** As it applies to any Participating Employer, the Effective Date of this Policy will be the later of:

- (a) the date this Policy is issued;
- (b) the first day of the Insurance Month following the Company's approval of the employer's Participation Agreement; or
- (c) a date agreed upon by the Company, the Participating Employer, and the Group Policyholder.

**TERMINATION:** A Participating Employer's participation under this Policy ends on the earliest of the following dates:

- (a) the date the employer no longer meets the definition of a Participating Employer;
- (b) the date the Participating Employer has fewer than 10 Insured Persons;
- (c) the date the Participating Employer suspends active business operations, is placed in bankruptcy or receivership, dissolves, merges or relocates;
- (d) the date the Participating Employer, without good cause, fails to:
  - (a) promptly furnish the Company any information it may reasonably require; or
  - (b) perform its duties pertaining to this Policy in good faith;
- (e) the last day of the Insurance Month for which premium is paid;
- (f) the last day of the Insurance Month in which the Company receives the Participating Employer's written request to cease participation; or
- (g) the date the Company terminates the coverage under this Policy for all Participating Employers in this state.

On the day participation ends, Policy coverage will terminate for all the Participating Employer's employees and their Dependents. If an employer ceases to be a Participating Employer, it may not be a Participating Employer again; until the Company reapproves it as such.

## ELIGIBILITY AND EFFECTIVE DATES

**ELIGIBLE CLASSES.** The classes of Employees eligible for insurance are shown in the Schedule of Insurance. The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.

**ELIGIBILITY.** A Person becomes eligible for coverage provided by this Policy on the later of:

- (1) this Policy's date of issue; or
- (2) the date the Waiting Period is completed.

**Prior Service Credit Towards Waiting Period.** The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when:

- (1) a former Employee is rehired within one year after his or her employment ends; or
- (2) an Employee returns from an approved Family or Medical Leave within:
  - (a) the 12-week leave period required by federal law; or
  - (b) any longer period required by a similar state law; or
- (3) an Employee returns from a Military Leave within the period required by federal USERRA law.

**EFFECTIVE DATE.** A Person's initial amount of Personal Insurance becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for coverage and signs:
  - (a) a payroll deduction order, if the Insured Person pays any part of this Policy's premiums; or
  - (b) an order to pay premiums from the Person's Flexible Benefits Plan account, if Employer contributions are made through such an account; or
- (4) the date the Company approves the Person's Evidence of Insurability, if required.

Any increased or additional coverage becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase, if Actively at Work on that day;
- (2) the date the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the date any required Evidence of Insurability is approved by the Company.

Any decrease will take effect on the day of the change, whether or not the Insured Person is Actively at Work.

**Evidence of Insurability.** Evidence of Insurability satisfactory to the Company must be submitted (at the Employee's expense) when:

- (1) a Person makes written application for coverage (or an increased amount of coverage) more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for coverage after he or she has requested:
  - (a) to cancel insurance;
  - (b) to stop payroll deductions for the insurance; or
  - (c) to stop premium payments from the Flexible Benefits Plan account.

**Effective Date for Change in Eligible Class.** An Insured Person may become a member of a different Eligible Class. Coverage under the different Eligible Class will be effective:

- (1) on the first day of the Insurance Month coinciding with or next following the date of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

**ELIGIBILITY AND EFFECTIVE DATES**  
**(Continued)**

**REINSTATEMENT RIGHTS.** If an Insured Person's coverage terminates due to one of the following breaks in service, he or she will be entitled to reinstate the coverage upon resuming Active Work with the Employer within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for this Policy's coverage, without satisfying a new Waiting Period or providing Evidence of Insurability. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
  - (a) the 12-week period required by federal law; or
  - (b) any longer period required by a similar state law; or
- (2) return from a Military Leave within the period required by federal USERRA law.

To reinstate coverage, the Insured Person must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an Eligible Class. The reinstated amount of insurance may not exceed the amount that terminated. Reinstatement will take effect on the date the Insured Person returns to Active Work.

## INDIVIDUAL TERMINATIONS

**TERMINATION OF COVERAGE.** An Insured Person's coverage will terminate at 12:00 midnight on the earliest of:

- (1) the date this Policy terminates or the Employer's participation terminates (but without prejudice to any claim incurred prior to termination);
- (2) the date the Insured Person's Class is no longer eligible for insurance;
- (3) the date the Insured Person ceases to be a member of an Eligible Class;
- (4) the last day of the Insurance Month in which the Insured Person requests termination;
- (5) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
- (8) the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates (unless coverage is continued as provided below); or
- (9) the date the Insured Person enters the armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium).

**CONTINUATION RIGHTS.** If an Insured Person ceases work due to his or her use of the Group Policyholder's non-renewable leave; coverage may be continued until the end of the calendar month in which the Insured Person exhausts such non-renewable leave. An Insured Person may continue coverage for up to a total of 21 months, based upon his or her years of service with the Group Policyholder:

- (1) An Insured Person with five-12 years of service is eligible for the Group Policyholder's non-renewable leave for up to 12 months;
- (2) An Insured Person with 12-24 years of service is eligible for the Group Policyholder's non-renewable leave for up to 15 months; and
- (3) An Insured Person with 25 or more years of service is eligible for the Group Policyholder's non-renewable leave for up to 21 months.

The required premium payments must be received from the Group Policyholder, throughout the period of continued coverage.

Reinstatement will take effect:

- (1) on the first day of the Insurance Month coinciding with or next following the date the Insured Person returns to Active Work, if between the 1<sup>st</sup> and 15<sup>th</sup> day of the Insurance Month; or
- (2) on the first day of the Insurance month coinciding with or next following 30 days after the Insured Person returns to Active Work, if after the 15<sup>th</sup> day of the Insurance Month.



## GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

## POLICY TERMINATION

**TERMINATION BY THE COMPANY.** To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 100% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information the Company reasonably requires; or
  - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance or weekly disability income insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination. The Group Policyholder must give 30 days' prior written notice of termination, along with information on any continuation rights, to each Insured Person.

**AUTOMATIC TERMINATION.** If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

**EFFECT ON INCURRED CLAIMS.** Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

**CLAIMS PROCEDURES  
FOR WEEKLY DISABILITY INCOME BENEFITS**

**NOTICE AND PROOF OF CLAIM -- Notice of Claim.** Written notice of a Disability claim must be given:

- (1) within 20 days after Disability begins; or
- (2) as soon as reasonably possible after that.\*

The notice should be sent by first class mail to the Company's Group Insurance Service Office. It should include the Insured Person's name and address and the number of this Policy.

Notice sent to any of the Company's authorized agents in Utah, with enough detail to identify this Policy, will also be deemed notice to the Company.

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days, the Insured Person may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send the Insured Person additional claim forms.

**Proof of Claim.** The Company must be given written proof of a Disability claim:

- (1) within 90 days after the Day Benefits Begin; or
- (2) as soon as reasonably possible after that.\*

Proof of claim must be provided at the Insured Person's own expense. It must show the date the Disability began, its cause and degree. Documentation must include the following:

- (1) completed statements by the Insured Person and the Employer;
- (2) a completed statement by the attending Physician, which must describe any restrictions on the performance of the duties of the Insured Person's Regular Occupation;
- (3) proof of any other income received, and of any other benefits available from other income sources, which may affect Policy benefits;
- (4) a signed authorization for the Company to obtain more information; and
- (5) any other items the Company may reasonably require in support of the claim.

Proof of continued Disability, Regular Care of a Physician, and any Other Income Benefits affecting the claim:

- (1) should be given within 45 days after the Company requests it; and
- (2) in any event, must be given by the 90<sup>th</sup> day after the Company's period of liability ends.

However the Insured Person's delay in giving further proof will not impair the right to benefits, which would otherwise accrue, during the six months prior to giving such proof.

\* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim, if:

- (1) the Insured Person shows that it was sent as soon as reasonably possible; or
- (2) the Company fails to show that its position was prejudiced by the delay.

**EXAMINATION.** The Company may have the Insured Person examined:

- (1) by a Physician, specialist or vocational rehabilitation expert of the Company's choice;
- (2) as often as reasonably required while a claim or appeal is pending.

Any such exam will be at the Company's expense.

The Company may determine that (in its opinion) the Insured Person has:

- (1) failed to cooperate with an examiner;
- (2) failed to take an exam scheduled by the Company; or
- (3) postponed such an exam more than twice.

In that event, benefits may be denied or suspended, until the required exam is completed.

## CLAIMS PROCEDURES

(Continued)

**TIME OF PAYMENT OF CLAIMS.** Weekly Disability Income Benefits payable under this Policy will be paid within 15 days after the Company receives complete proof of claim and completes any further claim investigation it needs to confirm liability. Such benefits will be paid biweekly, during any period for which the Company is liable. If benefits are due for less than a week, they will be paid on a pro rata basis. The daily rate will equal 1/7 of the Weekly Benefit.

Any balance, which remains unpaid at the end of the period of liability, will be paid within 15 days after the Company receives complete proof of claim and completes any further claim investigation it needs to confirm liability.

**INTEREST ON LATE CLAIMS.** Any claim payment that is not made by the 15<sup>th</sup> day will accrue interest, at the rate of 10% per year.

**TO WHOM PAYABLE.** All Weekly Disability Income Benefits are payable to the Insured Person, while living. After the Insured Person's death, such benefits will be payable to his or her estate.

**NOTICE OF CLAIM DECISION.** The Company will send the Insured Person a written notice of its claim decision. If the Company denies any part of the claim, the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the Insured Person may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after receiving complete proof of claim and completing any further claim investigation needed to resolve the claim. It will be sent within 45 days after the Company receives the first proof of claim, if reasonably possible.

**Delay Notice.** The Company may need more than 15 days to process the claim, due to matters beyond its control. If so, an extension will be permitted. If needed, the Company will begin its claim investigation by requesting any additional information needed from others, and will send the claimant a written delay notice:

- (1) by the 15<sup>th</sup> day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances requiring the delay, including:

- (1) what additional information is needed;
- (2) whether any part of the claim is contested; and
- (3) when a decision can be expected.

If the claimant does not receive a written decision by the 105<sup>th</sup> day after the Company receives the first proof of claim; then he or she has a right to an immediate review, as if the claim was denied.

**Exception:** The Company may need more information from the Insured Person to process a claim. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** Within 180 days after receiving a denial notice, the Insured Person may request a claim review by sending the Company:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

The Company will begin any further claim investigation needed, and will send the Insured Person:

- (1) a written acknowledgement, within 15 days after receiving the appeal; and
- (2) a written delay notice every 30 days after that, until the appeal is decided.

He or she may review certain non-privileged information relating to the request for review.

## CLAIMS PROCEDURES

(Continued)

**Notice of Decision.** The Company will review the claim and send the Insured Person a written notice of its decision, within 15 days after completing any further claim investigation and deciding the appeal. The notice will state the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim, the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

This notice will be sent within 45 days after the Company receives the request for review, or within 90 days if a special case requires more time.

**Delay Notice.** If the Company needs more than 45 days to process an appeal, in a special case:

- (1) an extension of up to 45 more days will be permitted; and
- (2) the Company will send the Insured Person a written delay notice, by the 30<sup>th</sup> day after receiving the request for review.

The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

**Exception:** The Company may need more information from the Insured Person to process an appeal. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

**Claims Subject to ERISA** (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the plan participant or beneficiary must first seek two administrative reviews of the adverse claim decision, in accord with this section. After the required reviews:

- (1) an ERISA plan participant or beneficiary may bring legal action under Section 502(a) of ERISA; and
- (2) the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim, full reimbursement to the Company is required. It must be made within 60 days after the Company sends written notice of the overpayment. If reimbursement is not made, the Company has the right to:

- (1) reduce future benefits and suspend payment of the Minimum Weekly Benefit under this Policy, until full reimbursement is made;
- (2) reduce benefits payable to the Insured Person under any group insurance policy issued by the Company, until full reimbursement is made; or
- (3) recover such overpayments from the Insured Person or his or her estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, the Insured Person's receipt of other income benefits, or any other reason.

If benefits have been underpaid on any claim, full payment will be made within 15 days after the Company:

- (1) discovers the error; or
- (2) receives acceptable proof of the additional liability.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

## CLAIMS PROCEDURES

(Continued)

**COMPANY'S AUTHORITY TO ADMINISTER ERISA PLAN.** Benefits under this Policy will be paid only if the Company decides in its discretion that the claimant is entitled to them. The Company also has discretion to determine eligibility for benefits and to interpret the terms and conditions of this Policy. Determinations made by the Company pursuant to this reservation of discretion do not prohibit or prevent the claimant from seeking judicial review in federal court of the Company's determinations.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when the claimant seeks judicial review of the Company's determination of eligibility for benefits, the payment of benefits, or interpretation of the terms and conditions applicable to this Policy.

The Company is an insurance company that provides insurance to this benefit plan and the federal court will determine the level of discretion that it will accord the Company's determinations. This provision does not apply to residents of California.

## WEEKLY DISABILITY INCOME INSURANCE

**TOTAL DISABILITY BENEFIT.** The Company will pay a Weekly Total Disability Benefit for each week the Total Disability continues, if the Insured Person:

- (1) becomes Totally Disabled while insured for this benefit;
- (2) is under the Regular Care of a Physician; and
- (3) at his or her own expense, submits proof of continued Total Disability and Physician's care to the Company upon request.

**Duration.** Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date the Insured Person ceases to be Totally Disabled or dies;
- (2) the date the Maximum Benefit Period ends; or
- (3) the date the Insured Person is able, but chooses not to engage in Partial Disability Employment in his or her Own Occupation.

Proportional benefits will be paid for a partial week of Total Disability.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date the Insured Person (without good cause):
  - (a) fails to take a required medical exam;
  - (b) fails to cooperate with an examiner; or
  - (c) postpones a required exam more than twice;
- (2) the 45<sup>th</sup> day after the Company requests additional proof, if not given; or
- (3) the 45<sup>th</sup> day after the Company requests proof of the Insured Person's application for any Other Income Benefits to which he or she may be entitled (and which affect Policy benefits); if not given.

**Amount.** The amount of the Weekly Total Disability Benefit equals:

- (1) the Maximum Weekly Benefit; minus
- (2) Other Income Benefits.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings.

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

**PARTIAL DISABILITY BENEFIT.** The Company will pay a Weekly Partial Disability Benefit, if the Insured Person:

- (1) becomes Partially Disabled while insured for this benefit;
- (2) is engaged in Partial Disability Employment;
- (3) is earning at least 20% of Basic Weekly Earnings when Partial Disability Employment begins;
- (4) is under the Regular Care of a Physician; and
- (5) at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

The Insured Person is not required to be Totally Disabled prior to receiving Weekly Partial Disability Benefits. The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination of these. Proportional benefits will be paid for a partial week of Partial Disability.

**WEEKLY DISABILITY INCOME INSURANCE**  
**(Continued)**

**Duration.** Benefits start on the Day Benefits Begin, and will cease on the earliest of:

- (1) the date the Insured Person ceases to be Partially Disabled or dies;
- (2) the date the Maximum Benefit Period ends;
- (3) the date the Insured Person earns more than 99% of Basic Weekly Earnings; or
- (4) the date the Insured Person is able, but chooses not to work Full-Time or part-time in his or her Own Occupation.

At the Company's option, benefits may also be denied or suspended on any of the following dates:

- (1) the date the Insured Person (without good cause):
  - (a) fails to take a required medical exam;
  - (b) fails to cooperate with an examiner; or
  - (c) postpones a required exam more than twice;
- (2) the 45<sup>th</sup> day after the Company requests additional proof, if not given; or
- (3) the 45<sup>th</sup> day after the Company requests proof of the Insured Person's application for Other Income Benefits to which he or she may be entitled (and which affect Policy benefits); if not given.

**Amount.** The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A)
  - (1) The Maximum Weekly Benefit; minus
  - (2) Other Income Benefits, except for earnings the Insured Person receives from Partial Disability Employment; or
- (B) The Insured Person's Basic Weekly Earnings minus Other Income Benefits.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of the Insured Person's Basic Weekly Earnings.

The Day Benefits Begin, Maximum Benefit Period, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

## WEEKLY DISABILITY INCOME INSURANCE

(Continued)

**OTHER INCOME BENEFITS** means Earnings, benefits, awards, or settlements from the following sources. These amounts will be offset, in determining the Insured Person's Weekly Benefit. Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Weekly Benefit is payable under this Policy.

**Compulsory Benefits.** Any disability income benefits the Insured Person is eligible to receive under:

- (1) state temporary disability income benefit laws;
- (2) state no fault auto insurance laws; or
- (3) any other compulsory benefit act or law (except Workers' Compensation and laws of like intent).

**Other Insurance Plans.** Any disability income benefits for which the Insured Person is eligible under any no fault auto plan.

**Employee Benefit Plans.** Any disability income benefits for which the Insured Person is eligible under the Employer's Sick Leave or Salary Continuance Plan. This does **not** include vacation pay, severance pay, or pay for work actually performed during a Disability.

**Employer's Retirement Plan.** Any Disability Benefits or Retirement Benefits the Insured Person receives under the Employer's Retirement Plan.

**Social Security and other Government Retirement Plans.** The following Social Security or other Government Retirement Plan benefits will be offset:

- (1) **disability benefits** for which the Insured Person and any spouse or child is eligible, because of the Insured Person's Disability;
- (2) **unreduced retirement benefits** for which the Insured Person and any spouse or child is eligible, because of the Insured Person's eligibility for unreduced retirement benefits; or
- (3) **reduced retirement benefits** actually received by the Insured Person and any spouse or child, because of the Insured Person's receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

- (1) the federal Social Security Act, Jones Act or Railroad Retirement Act;
- (2) the Canada Pension Plan or Quebec Pension Plan;
- (3) any similar plan or act of any country, state, province or other political unit; or
- (4) any plan provided in place of one of the above plans.

**"Earnings"**, as used in this provision, means pay the Insured Person earns or receives from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
  - (a) wages, tips, commissions, bonuses and overtime pay; and
  - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
- (2) proprietor's net profit (figured from Form 1040, Schedule C);
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

**Recovery from Third Party.** Any amount the Insured Person recovers from a third party as a result of the Disability (whether by judgment, settlement or otherwise). The offset:

- (1) will be reduced by attorney fees and other reasonable costs of recovery; and
- (2) will not exceed 100% of the net settlement.

## WEEKLY DISABILITY INCOME INSURANCE

(Continued)

**Exceptions.** The following will **not** be considered Other Income Benefits, and will not be offset in determining the Weekly Benefit:

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) any amounts under the Employer's Retirement Plan that:
  - (a) represent the Insured Person's contributions; or
  - (b) are received upon termination of employment without being disabled or retired;
- (7) benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation;
- (8) vacation pay, holiday pay, or severance pay; or
- (9) disability income benefits under any individual policy, association group plan, franchise plan, or auto liability insurance policy (except no fault auto insurance).

**RULES CONCERNING OTHER INCOME BENEFITS.** If the Insured Person may be entitled to Other Income Benefits that affect Policy benefits, he or she is required to actively claim them. For example, if Social Security or other Government Retirement Plan benefits may be payable, the Insured Person:

- (1) must promptly apply for such benefits; and, if denied
- (2) must file an appeal or request an administrative hearing, upon Company request.

If the Insured Person fails to promptly pursue such benefits, the Company has the option to deny or suspend Weekly Benefits or to reduce them by an estimated amount.

If Workers' Compensation or similar benefits may be payable for the same Disability, the Insured Person and Employer are required to cooperate in filing for those benefits. The Company will require proof of the denial or duration of those benefits to confirm its liability under this Policy.

**Refunding Overpayments.** Upon receiving Other Income Benefits, the Insured Person must refund any resulting overpayment of Weekly Benefits under this Policy. If he or she does not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

**Cost of Living Freeze.** After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Weekly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

**RECURRENT DISABILITY.** "Recurrent Disability" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

- (1) A Recurrent Disability will be treated as a new period of Disability, if the Insured Person:
  - (a) has returned to his or her Own Occupation; and
  - (b) has worked on a full-time basis, for two consecutive weeks or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.

- (2) A Recurrent Disability will be treated as part of the prior Disability, if the Insured Person:
  - (a) has returned to his or her Own Occupation; and
  - (b) has worked on a full-time basis, for less than two consecutive weeks.

The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

**WEEKLY DISABILITY INCOME INSURANCE**  
**(Continued)**

To qualify for a Weekly Benefit for a Recurrent Disability, the Insured Person must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section. Benefit payments will be subject to all other terms of this Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply to an Insured Person who becomes eligible for coverage under any other group short-term disability policy.

**EXCLUSIONS.** Weekly Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the Regular Care of a Physician;
- (3) which is the result of war (declared or undeclared) or any act of war;
- (4) which is the result of a Sickness or Injury for which the Insured Person receives benefits under Workers' Compensation or similar coverage; or
- (5) which arises out of (or in the course of) any employment for wage or profit, when the Disability would be covered by Workers' Compensation or similar coverage if:
  - (a) the Employer had enrolled the Insured Person for such coverage; and
  - (b) the Insured Person and Employer had cooperated in filing a claim under that plan.

## VOCATIONAL REHABILITATION BENEFIT

**BENEFIT.** If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, he or she may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which the Company deems reasonably necessary to help the Insured Person return to work.

The Company will determine the Insured Person's eligibility and the amount of any benefit payable.

**ELIGIBILITY.** An Insured Person may be eligible for the Vocational Rehabilitation Benefit if the Company finds that he or she:

- (1) has a Disability that prevents the performance of the Main Duties of his or her Own Occupation;
- (2) has the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) is reasonably expected to return to work after completing the Rehabilitation Program; in view of his or her degree of motivation and the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

**AMOUNT.** The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under the Insured Person's health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

**CONDITIONS.** The Company, the Insured Person, or his or her Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, this Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The Company will determine the amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends.

**LIMITATION.** This Policy will not cover any period of Disability for an Insured Person who has received a Vocational Rehabilitation Benefit and has failed to complete the Rehabilitation Program, without Good Cause.

### DEFINITIONS.

**"Good Cause,"** as used in this provision, means the Insured Person's:

- (1) documented physical or mental impairments, which render the Insured Person unable to take part in or complete a Rehabilitation Program;
- (2) involvement in a medical program, which prevents or interferes with the Insured Person's taking part in or completing a Rehabilitation Program; or
- (3) participating in good faith in some other vocational rehabilitation program, which:
  - (a) conflicts with taking part in or completing a Rehabilitation Program developed by the Company; and
  - (b) is reasonably expected to return the Insured Person to work.

**"Rehabilitation Program"** means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
  - (a) the Insured Person;
  - (b) the Insured Person's Physician; and
  - (c) any current or prospective employer, when appropriate; and
- (2) which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of this Policy.

## REHABILITATION INCENTIVE BENEFIT

**BENEFIT.** The Company will pay a Rehabilitation Incentive Benefit to an Insured Person who is Totally or Partially Disabled and who actively participates in a Rehabilitation Program approved by the Company.

**AMOUNT.** The amount of the Rehabilitation Incentive Benefit is shown in the Schedule of Insurance.

The Rehabilitation Incentive Benefit is paid in addition to any other Policy benefits, and is not subject to Policy provisions that would otherwise reduce the benefit amount, such as the Other Income Benefits provision.

**DURATION.** The Rehabilitation Incentive Benefit starts on the latest of:

- (1) the date the Insured Person begins to participate in an approved Rehabilitation Program; or
- (2) the date the Company approves the Insured Person's Rehabilitation Program.

The Rehabilitation Incentive Benefit will cease on the earliest of:

- (1) the date the Weekly Total or Partial Disability Benefits would otherwise cease under this Policy; or
- (2) the date the Insured Person ceases participation in an approved Rehabilitation Program.

### DEFINITION.

**"Rehabilitation Program"** means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
  - (a) the Insured Person;
  - (b) the Insured Person's Physician; and
  - (c) any current or prospective employer, when appropriate; and
- (2) which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

**PROOF.** Written proof of active participation in a Rehabilitation Program must be given:

- (1) within 90 days after the Day Benefits Begin; or
- (2) as soon as reasonably possible after that.

Proof of active participation must be provided at the Insured Person's own expense. The proof must be sent to the Company's Group Insurance Service Office. It should include the Insured Person's name and address and the number of this Policy.

**Exception:** Failure to furnish proof of active participation in a Rehabilitation Program within the required time period will not invalidate the benefit, if:

- (1) the Insured Person shows that it was sent as soon as reasonably possible; or
- (2) the Company fails to show that its position was prejudiced by the delay.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of this Policy.

## REASONABLE ACCOMMODATION BENEFIT

**BENEFIT.** If an Insured Person is Disabled and is receiving Weekly Benefits under this Policy, then the Group Policyholder may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the Group Policyholder for 50% of the expense incurred for reasonable accommodation services for the Insured Person, but will not exceed the lesser of:

- (1) a maximum benefit of \$2500 for any one Insured Person; or
- (2) the Company's expected liability for the Insured Person's Weekly Disability Income claim.

Such services may include:

- (1) providing the Insured Person a more accessible parking space or entrance;
- (2) removing barriers or hazards to the Insured Person from the worksite;
- (3) special seating, furniture or equipment for the Insured Person's work station;
- (4) providing special training materials or translation services during the Insured Person's training; and
- (5) other services the Company deems reasonably necessary to help the Insured Person return to work with the Group Policyholder.

**ELIGIBILITY.** The Company will determine the Group Policyholder's eligibility to receive the Reasonable Accommodation benefit. To qualify for the Reasonable Accommodation benefit, the Group Policyholder must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Occupation at the Group Policyholder's worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Occupation or another occupation at the Group Policyholder's worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for the Insured Person's Weekly Disability Income claim.

**WRITTEN PROPOSAL.** The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the Group Policyholder;
- (2) the Insured Person; and
- (3) the Insured Person's Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

**CONDITIONS.** The Company, the Group Policyholder, the Insured Person, or the Insured Person's Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will reimburse the Group Policyholder upon receipt of proof that the Group Policyholder:

- (1) has provided the services for the Insured Person; and
- (2) has paid the provider for the services.

**OTHER PROVISIONS.** Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of this Policy.

## FAMILY INCOME BENEFIT

**BENEFIT.** The Company will pay a benefit to the Eligible Survivor(s) when satisfactory written proof is received that an Insured Person died:

- (1) after Disability had continued for at least 14 consecutive days; and
- (2) while receiving a Weekly Benefit.

If payment becomes due to the Insured Person's children; then payment will be made to:

- (1) the surviving children, in equal shares; or
- (2) a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, the Insured Person's children.

If there are no Eligible Survivors, payment will be made to the Insured Person's estate.

**AMOUNT.** The Family Income Benefit is shown in the Schedule of Insurance. Reductions for Other Income Benefits will not apply.

If any state disability plan compulsory death benefits become payable upon the Insured Person's death, then any Family Income Benefit amount payable will be reduced by such compulsory death benefits.

### DEFINITION.

"**Eligible Survivor(s)**" means the Insured Person's:

- (1) surviving spouse or domestic partner; or, if none,
- (2) surviving children who are under age 25 on the Insured Person's date of death.

**OTHER PROVISIONS.** Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of this Policy.

**Notice of Protection Provided by  
Utah Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

**Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.**

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at [www.utlifega.org](http://www.utlifega.org) or contact:

Utah Life and Health Insurance Guaranty Assoc.  
60 East South Temple, Suite 500  
Salt Lake City UT 84111  
(801) 320-9955

Utah Insurance Department  
3110 State Office Building  
Salt Lake City UT 84114-6901  
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO: 000010215168

ISSUED TO: Utah Transit Authority

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF  
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"**Prior Plan**" means a prior carrier's group disability income policy, which this Policy replaced within 1 day of the prior plan's termination date.

**FAILURE TO SATISFY ACTIVE WORK RULE.** Subject to premium payments, this Policy will provide disability income coverage to a Person who:

- (1) was insured by the prior plan on its termination date; and
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date.

**AMOUNT OF COVERAGE.** Until the Person satisfies this Policy's Active Work rule, his or her disability income coverage will not exceed that provided by the prior plan, had it remained in force. The Company will pay:

- (1) the benefit the prior plan would have paid; minus
- (2) any amount for which the prior carrier is liable.

**This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.**


**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



\_\_\_\_\_  
Officer of the Company

WEEKLY DISABILITY INCOME INSURANCE  
UTA / LINCOLN FINANCIAL GROUP

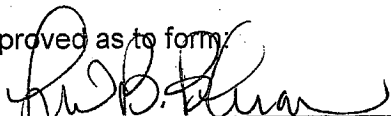
Joint Insurance Committee

  
\_\_\_\_\_  
Nancy Malecker  
Chair – Joint Insurance Committee

6-17-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rod Dunn  
Vice-Chair Joint Insurance Committee

9-8-16  
\_\_\_\_\_  
Date

Approved as to form:  
  
\_\_\_\_\_  
Legal Counsel



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

Board of Trustees

Date: 6/9/2021

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Nichol Bourdeaux, Chief Planning and Engagement Officer  
 G.J. LaBonty, Interim Planning Director

**TITLE:**

**Change Order: Transportation and Land Use Connection (TLC) Program Cooperative Agreement - Amendment #1 (WFRC)**

<b>AGENDA ITEM TYPE:</b>	Non-Procurement Agreement
<b>RECOMMENDATION:</b>	Approve and authorize Executive Director to execute the Amendment No. 1 to the Cooperative Agreement between UTA and WFRC for Transportation and Land Use Connection Program Partnership to extend UTA participation for an additional 3 years at specified contribution levels with the option of extending UTA participation for 3 additional years at a fixed contribution level.
<b>BACKGROUND:</b>	The Transportation and Land Use Connection (TLC) program is a partnership between the Wasatch Front Regional Council (WFRC), Salt Lake County, Utah Department of Transportation (UDOT), and Utah Transit Authority (UTA). The TLC program provides technical assistance to local communities to help them achieve their goals and plan for growth. The program helps communities implement changes to the built environment that reduce traffic on roads and enable more people to easily walk, bike, and use transit. This approach is consistent with the Wasatch Choice Vision and helps residents living throughout the region enjoy a high quality of life through enhanced mobility, better air quality, and improved economic opportunities. Projects are evaluated and selected based on criteria that will: <ul style="list-style-type: none"> <li>• Maximize the value of investment in public infrastructure.</li> <li>• Enhance access to opportunity.</li> <li>• Increase travel options to optimize mobility.</li> <li>• Create communities with opportunities to live, work, and play.</li> </ul>

<b>DISCUSSION:</b>	This Amendment No. 1 provides for continued UTA participation for an additional 3 year period at the following funding levels: <b>Calendar Year - UTA Funding Amount</b> 2022 - \$262,500 2023 - \$300,000 2024 - \$300,000. Under the Amendment, UTA also has the option of extending its participation for an additional 3 years at a fixed funding level of \$300,000 per year. (Note: UTA has already provided its funding contribution of \$225,000 for calendar year 2021.)
<b>CONTRACT SUMMARY:</b>	
<b>Contractor Name:</b>	Wasatch Front Regional Council
<b>Contract Number:</b>	UTA 17-2283AB -1
<b>Base Contract Effective Dates:</b>	July 1 2017 through June 30 2021
<b>Extended Contract Dates:</b>	May 26, 2021 through May 25, 2024 + 3 option years (through 2027)
<b>Existing Contract Value:</b>	\$731,250
<b>Amendment Amount:</b>	\$1,762,500 (including 3 option years through 2027)
<b>New/Total Amount Contract Value:</b>	\$2,493,750
<b>Procurement Method:</b>	Non-procurement agreement
<b>Funding Sources:</b>	Local UTA Planning Operating Funds
<b>ALTERNATIVES:</b>	If not approved, the funding amount would revert to the defined contribution in the initial agreement for ongoing funding.
<b>FISCAL IMPACT:</b>	\$1,762,500 over 6 years
<b>ATTACHMENTS:</b>	1) Original TLC Agreement 2) Amendment #1

**Amendment No. 1**

**To**

**COOPERATIVE AGREEMENT BETWEEN UTAH TRANSIT AUTHORITY**

**AND WASATCH FRONT REGIONAL COUNCIL**

**FOR TRANSPORTATION AND LAND USE CONNECTION PROGRAM**

**PARTNERSHIP**

Whereas Wasatch Front Regional Council (WFRC) and the Utah Transit Authority (UTA) entered into a Cooperative Agreement on June 26, 2017 (“Agreement”) in order to support a program known as “The Transportation and Land Use Connection Program” (“TLC”); and

Whereas UTA desires to continue its participation in TLC under the Agreement for a specified number of years and at a defined contribution level.

NOW THEREFORE THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. This Amendment No. 1 shall be effective as of the last date of signature below. It shall supersede any conflicting terms or conditions contained in the Agreement.
2. UTA agrees to continue its participation in the TLC program for a period of three additional years from the effective date of this Amendment. In its sole discretion, UTA shall have the option of extending its participation for an additional 3 years on a year-by-year basis by providing written notice to WFRC prior to the expiration date of the Agreement.
3. UTA’s total obligation to provide funding shall be as described in the table below:

<b>Calendar Year</b>	<b>UTA Funding Amount</b>
2022	\$262,500
2023	\$300,000
2024	\$300,000

UTA’s funding obligation shall be capped at \$300,000 per calendar year for each year beyond 2024 that it elects to continue its participation, unless the parties agree in writing to a modified amount.

- 4. All other terms and conditions of the Agreement not affected by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date of the last signature below.

WASATCH FRONT REGIONAL COUNCIL

UTAH TRANSIT AUTHORITY

By: *Andrew Greber* Date: May 19, 2021

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

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

DocuSigned by: TA Legal

*Mike Bell*

5/19/2021

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**COOPERATIVE AGREEMENT  
BETWEEN  
UTAH TRANSIT AUTHORITY  
AND  
WASATCH FRONT REGIONAL COUNCIL  
FOR  
TRANSPORTATION AND LAND USE CONNECTION PROGRAM PARTNERSHIP**

This Cooperative Agreement is made and entered into this 26th day of June, 2017, between Wasatch Front Regional Council (“WFRC”) and Utah Transit Authority (“UTA”), (hereinafter referred to as the “Parties” or each individually, a “Party”).

WHEREAS, WFRC, UTA and other stakeholders have determined to cooperate in organizing a program, to be known as the Transportation and Land Use Connection Program (“TLC”); and

WHEREAS, the TLC’s main objective will be to provide technical assistance to cities and counties to help facilitate land use planning and associated implementation activities and help with efforts that proactively address anticipated growth, within a regional context; and

WHEREAS, the Parties desire to outline the responsibilities of the Parties in the organization, management and operation of the TLC.

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. Purpose. The TLC will be used to assist communities in land use, active transportation planning, and integrated land use/transportation efforts from visioning and analysis to planning and design prior to entitlement and construction. The program also encourages communities to integrate their land use and regional transportation plans, helping to meet local goals for livable and vibrant communities, all consistent with the Wasatch Choice Vision. Communities will have the opportunity to request assistance, in the form of funding, UTA or WFRC staff time, consulting, and training.

2. Requests for Assistance. On an annual basis, commencing July, 2017, communities, cities and counties will be notified of the opportunity to participate in the TLC. Specific projects that will be considered for assistance may include but are not limited to:

- (a) Multi-jurisdictional projects
- (b) Small-area plans
- (c) Zoning ordinance and policy updates
- (d) Active transportation/ transportation master plans
- (e) Studies and analyses
- (f) General plan updates

- (g) Other project types that directly shape future community development through public policy, partnerships, or public investments

The notice of opportunity to communities will include a deadline for submittal of requests, together with the application process to be completed and submitted. The notice of opportunity shall include aspirational goals of projects to be supported by the TLC, including by way of example only, the following:

- A. Help local governments create desired livable communities and create opportunities for growth in centers
- B. Foster a prosperous and livable region as outlined in the Wasatch Choice Vision, a regional visioning plan
- C. Encourage coordination of land use plans with existing or planned regional transportation
- D. Reduce travel demand and enhance the performance of the overall multi-modal transportation system by enabling shorter commutes, providing more travel choices, and cultivating alternative land development strategies
- E. Promote multi-jurisdictional collaboration and outcomes of regional significance
- F. Encourage the coordination and strategic implementation of transportation, land use, and economic development plans and programs
- G. Support local outreach and engagement efforts that promote broad stakeholder involvement

3. Selection of Projects. Each of UTA and WFRC shall appoint members to the selection committee, to determine which applications will be accepted. The selection committee shall have a criteria-screening form, in form and substance agreed upon between the Parties in advance. Once the selection process is complete, WFRC shall notify the communities whose projects were selected (the “Selected Projects”), and shall develop a schedule and plan for each Selected Project with that community. In the event a Selected Project is unable to initiate and/or proceed through to completion as described in the associated project application, the Parties will evaluate such inability on a case-by-case basis, and mutually decide how to utilize the previously awarded funds. Such project matters are to be discussed and determined in the course of the Parties’ quarterly progress report meetings.

4. Procurement. Selection of a Consultant to assist in the TLC shall be completed by public procurement process, in accordance with and as required by, appropriate Federal and State procurement law. WFRC shall prepare and release the request for proposals. After selection of a Consultant, based upon the needs of the Selected Projects, WFRC will enter into a contract with the selected Consultant.

5. GIS Materials and Data Shared. In order that the Parties may share information in performing their respective duties to provide the best planning services to the citizens and jurisdictions, subject to any intellectual property agreement between any one of the Parties or any one of the Communities, the Parties agree to the following:

- A. The Parties will share appropriate GIS information, as required, to enhance the ability to appropriately identify geographic information.

- B. The Parties will establish protocols and procedures that foster timely maintenance and protection of data.
- C. The Parties agree to notify each Party of data errors or other related issues which arise in the course of managing any GIS data or other geographic information or data.
- D. WFRC will provide to UTA electronic copies of each final deliverable produced by Consultant, or resulting from any work completed or undertaken on each of the Selected Projects. WFRC will maintain and make available to all funding partners the final deliverables and associated source files.

The Parties acknowledge that certain GIS information is or will be accessed or obtained through the County Cooperative Plan (CCP); and further that the County may terminate access to the Geo Database for lack of adherence to the above stated principles and the requirements of the CCP or for other reasons.

6. UTA Funding. Subject to UTA’s annual budgeting process, and subject to termination as described in paragraph 10 below, UTA will provide funding for the TLC, in the amounts noted below. Such funding shall be paid by UTA to WFRC on a quarterly basis, on or before the 1<sup>st</sup> day of July, October, January and March of each WFRC fiscal year. The anticipated funding amounts to be provided by UTA, for the next five years, are shown in the table below:

2017	2018	2019	2020	2021
\$56,250	\$112,500	\$150,000	\$187,500	\$225,000

Beginning in the year 2021, again subject to UTA’s annual budgeting process, UTA will support the TLC program through annual contributions in the amount of \$225,000.

7. WFRC Contribution. WFRC shall administer the TLC without compensation. Further, WFRC shall dedicate available WFRC staff time to the TLC as in-kind contribution.

8. Use of TLC Resources. TLC funding may be used to pay for Consultants, WFRC staff assistance to communities, program management, and associated costs. A fund will be established at or by WFRC to support the TLC program as requests for funding are processed. Funding of the program will be as follows:

- A. WFRC will be the primary administrator of the TLC, and be responsible for coordinating directly with all program participants and administrating support for the Selected Projects.
- B. WFRC will submit annually a comprehensive list of all Selected Projects to UTA and any additional funding partners.
- C. WFRC will invoice UTA on a quarterly basis and according to the annually scheduled amounts as outlined above in paragraph 6.
- D. WFRC will manage and administer the TLC fund and provide quarterly accounting statements and progress reports to UTA as detailed in paragraph 9.

9. Reporting. WFRC will manage and administer the TLC program and funds, and will provide quarterly accounting statements and progress reports to UTA. These accounting statements and progress reports shall be delivered to UTA at each quarterly project meeting, which

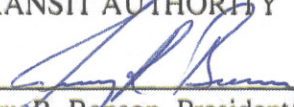
shall be held on a mutually acceptable date, but approximately twenty calendar days from the first day of the subsequent quarter. Additional accounting statements and progress reports will continue on a quarterly basis until all programs and Selected Projects have been completed or terminated. The Parties acknowledge that TLC projects may be completed beyond 12 months and over more than one fiscal year. Quarterly reports will be structured containing these sections as follows:

- A. Accounting Summary - will provide information on revenues and expenses for the overall TLC program as well as individual Selected Projects.
- B. Program Management Summary - will outline tasks associated with managing and administering the overall TLC program. This will include the current quarter and upcoming major milestones, communications, and activities.
- C. Project Status Report - will provide updates for all in-progress and recently completed Selected Projects (completed within approximately the last 6 months). This will include the Selected Project:
  - o Description and objectives
  - o Milestones
  - o Accounting: reporting to-date expenditures and remaining funds as found in the Accounting Summary.
- D. Progress Monitoring Summary - will be produced annually to report overall program progress. The progress monitoring summary will include any information relevant to the overall progress and results of the TLC in the region, which may include but is not limited to the adoption of plans and ordinances, the approval of development permits, estimated associated mobility and quality of life impacts from individual Selected Projects and from the TLC program.

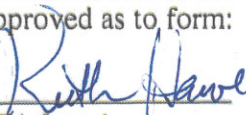
10. Term; Termination. This Agreement shall be effective for a three year (36 month) term. This Agreement may be renewed for additional year(s) under the same terms and conditions as agreed upon by all Parties, and shall be so renewed unless either party gives notice of its desire to terminate the Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement upon not less than six (6) months' written notice to the other, for any reason or for no reason. Additionally, in the event UTA's budget process does not provide funding for the TLC in any given budget year, then upon notice to WFRC, within sixty (60) days of adoption of such UTA budget, UTA may terminate this Agreement and the funding obligations hereunder.

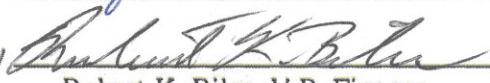
11. Miscellaneous. This Agreement shall take effect upon its signing by authorized representatives of each Party. It may be amended by mutual written agreement of the Parties and will remain in effect until terminated as provided hereinabove. Nothing herein will create any additional joint venture, partnership, or other business association outside of this TLC, nor shall either Party enter into any obligation or commitment on behalf of the other. This Agreement shall be governed by and in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have subscribed their names and seals  
UTAH TRANSIT AUTHORITY

By   
Jerry R. Benson, President/CEO

Approved as to form:

  
UTA Legal

By   
Robert K. Biles, V.P. Finance

Date 7/5/17

WASATCH FRONT REGIONAL COUNCIL

By   
Andrew Gruber, Executive Director

Date 6-21-17



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees

**THROUGH:** Carolyn Gonot, Executive Director

**FROM:** Todd Mills, Director of Supply Chain

**PRESENTER(S):** Todd Mills, Director of Supply Chain  
Jason Peterson, Captain  
Alisha Garrett, Chief Enterprise Strategy Officer

**TITLE:**

**Pre-Procurements**

- **Police Cruisers**
- **Talent & Culture Development Consultant**

<b>AGENDA ITEM TYPE:</b>	Pre-Procurement
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

<b>DISCUSSION:</b>	The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation: • <b>Police Cruisers</b> . This is a procurement to purchase six F-150 Police package special service vehicles with siren and lights upfitting. Trucks are the preferred vehicles for our police department as they have the ground clearance and design necessary to access Right of Way areas along our rail corridors and other facilities. With the purchase of these six vehicles we will retire four old cruisers and expand our fleet by two vehicles to meet the demands of new officers added in 2018. UTA PD will be using Federal grant money (1% formula money) to purchases these vehicles. This procurement will be conducted as an IFB and awarded to the dealer with the lowest overall bid. (Jason Petersen, Req 9331) • <b>Talent and Culture Development Consultant</b> . This is a procurement to establish a contract with a consulting firm to provide ongoing Culture and Talent Development services. The consulting firm will provide talent development training for multiple levels of management to better refine our workforce and their skillsets. Funding for this procurement was included in the approved 2021 Operating Expense budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Alisha Garret, Req. 9341)
<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	None



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Development & Sales

**TITLE:**

**Fare Contract: Ed Pass Agreement Amendment No. 2 (Charter School Consortium)**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Authorize UTA to extend the Charter School Consortium Ed Pass Agreement for one additional year through August 31, 2022
<b>BACKGROUND:</b>	<p>UTA and the Charter School Consortium are in year six of their six-year agreement which expires on July 31, 2021. A contract with the consortium (15-1265JH) initiated in 2015 spanned from August 1, 2015 - July 31, 2018. The contract was renewed (18-2617AB) to extend the agreement from August 1, 2018 - July 31, 2021. UTA has a long-standing relationship with the schools participating in the Charter School Consortium. For over ten years, the schools and UTA have partnered together to provide transit passes to K-12 students for the students to commute to school and to travel to school related activities such as field trips. In addition, the schools encourage students to utilize their transit pass outside of school related activities. Nine schools across UTA's service district currently participate in the Charter School Consortium, however the number of participating schools may vary per school year.</p> <p>To participate in the Charter School Consortium, each Charter School must purchase a transit pass for 100% of their student body population. The price of the pass is \$137 per authorized user and is valid on all UTA services except for Paratransit, Park City, and Ski Services. City Academy reports the number of authorized users to UTA on or before October 1<sup>st</sup> of each contract year.</p>
<b>DISCUSSION:</b>	As both UTA and schools within the Charter School Consortium recover from the Pandemic and in the spirit of the parties longstanding relationship, staff recommends that the Charter School Consortium contract be extended for one additional year. The updated contract term will be August 1, 2015 through July 31, 2022. All other terms of the contract will remain the same

<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Charter School Consortium
Contract Number:	15-1265JH
Base Contract Effective Dates:	August 1, 2015 through July 31, 2021
Extended Contract Dates:	August 1, 2021 through July 31, 2022
Existing Contract Value:	\$2,726,000
Amendment Amount:	\$465,800
New/Total Amount Contract Value:	Total Amount Contract Value: \$3,191,800: Contract - 15-1265JH - \$1,320,000, Amendment 1 - 18-2617AB - \$1,406,000, Amendment 2 - 18-2617AB- 2 - \$465,800
Procurement Method:	NA
Funding Sources:	NA
<b>ALTERNATIVES:</b>	1. Not approve the amendment and renegotiate a new contract price and term 2. Not approve the amendment and forgo revenue
<b>FISCAL IMPACT:</b>	\$465,800 in additional revenue. To calculate this amount, the total pass price (\$137) is multiplied against the estimated number of authorized users (3,400). This number may vary based upon total authorized users for the 2021-22 school year. This revenue was anticipated in the adopted 2021 Budget.
<b>ATTACHMENTS:</b>	1. Amendment No. 2 2. Contract 3. Amendment No. 1

*Amendment No. 2*  
*to*  
**CHARTER SCHOOL CONSORTIUM**  
**ED PASS AGREEMENT**

This agreement is Amendment No. 2 to the Ed Pass Agreement entered on August 1, 2015, by and between **Charter School Consortium** (“**The Consortium**”), and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Amendment No. 2 shall be August 1, 2021.

For good and valuable consideration, The Consortium and UTA agree as follows:

**Purpose:** The purpose of this agreement is to document an Amendment to that certain Ed Pass Agreement between The Consortium and UTA entered as of August 1, 2015 (UTA Contract No.15-1265JH). The Parties desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

**Background:** The term of the initial Ed Pass Agreement commenced on August 1, 2015 and is due to expire on July 31, 2021. The Consortium pays to UTA the amount of \$137 per authorized user (“**Pass Price**”) under the current billing terms laid out in section 2.7.1. Sponsor may increase or decrease the number of Authorized Users by providing written notice to UTA no later than the Adjustment Date, October 1 of each Contract Year during the term of this Agreement.

The Parties now desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

**Summary of Adjustment:** The Parties hereby extend the Ed Pass Agreement that is set to expire on July 31, 2021 for one additional year to cover the 2021 & 2022 academic calendar year. This one-year extension will begin on August 1, 2021 and expire on July 31, 2022. Authorized Users and pass price will hold at the current 3,400 users and \$137/pass, respectively. Sponsor may increase or decrease the number of Authorized Users by providing written notice to UTA no later than the Adjustment Date, October 1 of each Contract Year during the term of this Agreement.

**Miscellaneous:** All capitalized terms used and not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement. This Amendment shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Amendment may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Amendment delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the effective date shown above.

**CHARTER SCHOOL CONSORTIUM**

**UTAH TRANSIT AUTHORITY**

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

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

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

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

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

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

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

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

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

Approved as to Form:

DocuSigned by:  
*Mike Bell*  
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Michael Bell  
Assistant Attorney General  
Counsel for UTA

**EDUCATION PASS AGREEMENT**

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2015 (the "Effective Date") by and between **CHARTER SCHOOL CONSORTIUM**, whose address is 555 East 200 South, Salt Lake City, UT 84102, Attention: Sonja Woodbury, Vice President for Administrative Services, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

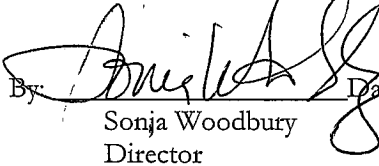
RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B" and "C" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

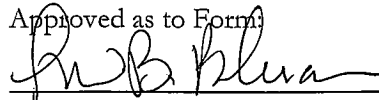
**CHARTER SCHOOL CONSORTIUM**

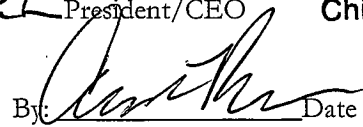
By:  Date: 8/26/15  
 Sonja Woodbury  
 Director

**UTAH TRANSIT AUTHORITY**

By:  Date: 7/22/15  
 Michael A. Allegra  
 President/CEO

  
 David H. Goeres, PE  
 Chief of Staff

Approved as to Form:  
  
 Office  
 UTA Legal Counsel

By:  Date: 7/16/15  
 Andrea Packer  
 VP/Chief Communication and Customer Focus

**EXHIBIT "A"**  
**GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT**

SECTION I: DEFINITIONS

- 1.1 The term "Adjustment Date" means November 1<sup>st</sup> for each Contract Year.
- 1.2 The term "Authorized User" means each member of the Sponsor's faculty, staff, working on a full-time basis, and each member of the student body enrolled on a full-time basis that pays tuition and student fees as of the Adjustment Date.
- 1.3 The term "Base Purchase Price" means the Price Per Pass multiplied by the number of Authorized Users for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.
- 1.4 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.
- 1.5 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.
- 1.6 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at [http://www.rideuta.com/uploads/EFCCardholderRules\\_2013.pdf](http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf) and [http://www.rideuta.com/uploads/EFCAdministrationRules\\_3102014.pdf](http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf) as of the date of Administrator's signature, including any addenda referenced therein.
- 1.7 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.
- 1.8 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. UTA routes not included in the definition Local Transit Routes are ski service routes, Premium Express Routes and FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans service.
- 1.9 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, the Park City to Salt Lake City Connect service, or special service routes, including ADA Paratransit and Flextrans service.
- 1.10 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

## SECTION II: TERMS AND CONDITIONS

### 2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor. The number of Passes provided under this Agreement shall be based on the total number of Authorized Users identified on Exhibit B, updated annually in accordance with Paragraph 2.6.1. If the number of Authorized Users decreases by more than ten percent (10%) during a Contract Year, Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit "B" shall be adjusted based upon the prorated Pass value attributable to the decrease in Authorized Users. If the number of Authorized Users increases by more than ten percent (10%) during a Contract Year, Sponsor shall so inform UTA in writing within thirty (30) days of such increase. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit "B" shall be adjusted based upon the prorated Pass value attributable to the increase in Authorized Users.

2.1.2 Sponsor may purchase additional Passes at the prorated Base Purchase Price per Authorized User, detailed in Exhibit "B," during any Contract Year, as necessitated by any increase in Authorized Users.

2.1.3 Sponsor shall be solely responsible for issuing a Pass to an Authorized User, in accordance with the EFC Rules.

2.2 Restrictions on Sponsor Charges to Authorized Users. Although Administrator may implement a charge to its Authorized Users to offset the cost incurred by Administrator for the Passes, in no event shall the Administrator's aggregate charges to Authorized Users for the Passes exceed the total amount paid to UTA pursuant to this Agreement.

### 2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.12, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2018.

### 2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor

upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (x) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (y) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

## 2.6 Authorized Users/Base Purchase Price.

2.6.1 The number of Authorized Users for Contract Year 1 of this Agreement is 3220 No later than the Adjustment Date, November 1<sup>st</sup>, of each Contract Year during the Term of this Agreement, Sponsor shall provide to UTA the actual number of Authorized Users for the following Contract Year and Exhibit "B" shall be updated to reflect the actual number of Authorized Users and associated Base Purchase Price.

2.6.2 The parties have agreed upon a Price Per Pass for each Contract Year during the Term of this Agreement. The Price Per Pass increases each Contract Year as shown in Exhibit "B", The adjusted Price Per Pass shall be multiplied by the number of Authorized Users to equal the Base Purchase Price for each Contract Year. The Base Purchase Price, so adjusted for each Calendar Year, shall thereafter be due as provided in Paragraph 2.7.1.

## 2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days' notice prior to the implementation of or change to any Fuel Surcharge. Sponsor shall pay any fuel surcharge for the previous Contract Year at the time it pays the next year's Base Purchase Price. Any fuel surcharge owed by Sponsor for Contract Year 3 shall be invoiced by UTA at the conclusion of Contract Year 3 and shall be paid by Sponsor within thirty (30) days of receipt of invoice.

2.7.3 Sponsor elects to order electronic card media from UTA

2.7.4 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated in Paragraph 2.6.1 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.5 UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. 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. Subject to the Utah Governmental Immunity Act and up to the limitations of liability set forth therein, each party (the "Indemnifying Party") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agents or employees in connection with Indemnifying Party's participation in this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least one hundred and eighty (180) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Distance Based Fare Program. Currently, UTA is developing a distance based fare model that is designed to replace or supplement other base fare models currently in use. In the event that UTA deploys a distance based fare model for educational institutions, both parties agree to discuss the implications for both parties and if both parties agree, modify the terms of this Agreement to reflect the distance based fare model.

2.13 Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

2.14 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.

2.15 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.

2.16 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

**EXHIBIT "B"**  
**BASE PURCHASE PRICE**  
 For  
**Charter School Consortium**  
**Year 2015-2018**

<b>Contract Year</b>	<b>Population of Authorized Users</b>	<b>Price Per Pass</b>	<b>Base Purchase Price (Projected)</b>
2015 – 2016	3620	\$125.00	\$452,500.00
2016 - 2017	TBD	\$132.00	\$479,820.00
2017 - 2018	TBD	\$137.00	\$497,995.00

Fare Recognition Level:       **Local**  
     **Premium**

**Fuel Surcharge Payment Schedule**

<b>Quarter of Fuel Price Measurement</b>	<b>Dates of Fuel Price Measurement</b>	<b>Quarterly DOE Diesel Price</b>	<b>Fuel Surcharge Level</b>	<b>Amount</b>	<b>Effective Date</b>
1Q	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1
4Q	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1

\* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

\*\* Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

ED PASS AGREEMENT  
FUEL SURCHARGE INDICATOR MATRIX

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).

**AMENDMENT NO. 1 TO EDUCATION PASS AGREEMENT**

This Amendment No. 1 to Education Pass Agreement (“Amendment”) is made this \_\_\_ day of August, 2018 (“Effective Date”) between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Charter School Consortium (“Sponsor”).

RECITALS

WHEREAS, the parties previously entered into an Education Pass Agreement effective August 1, 2018 (“Agreement”); and

WHEREAS, the parties wish to amend the Agreement to allow Sponsor to increase the number of Authorized Users under the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Section 1.1 in the Agreement shall be replaced with the following:

1.1 The term “Adjustment Date” means October 1 for each Contract Year.

2. Section 2.1.1 in the Agreement shall be replaced with the following:

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor.

3. Section 2.1.2 in the Agreement shall be replaced with the following:

2.1.2 Sponsor shall pay \$137.00 for each Pass issued to each Authorized User.

4. Section 3.6.1 in the Agreement shall be replaced with the following:

3.6.1 The number of Authorized Users for this Agreement is 3,400. Sponsor may increase or decrease the number of Authorized Users by providing written notice to UTA. No later than the Adjustment Date, October 1 of each Contract Year during the Term of this Agreement, Sponsor shall provide to UTA the actual number of Authorized Users.

5. The Table in Exhibit “B” in the Agreement shall be replaced with the following:

Contract Year	Authorized Users	Price per Pass	Base Purchase Price (Estimated)

UTA Contract No. UT-18-2617AB

2018-2019	TBD	\$137	TBD
2019-2020	TBD	\$137	TBD
2020-2010	TBD	\$137	TBD

6. Effect on Agreement. Except as expressly amended hereby, the Agreement shall continue in full force and effect as originally entered into.

IN WITNESS WHEREOF, this Amendment has been executed by Sponsor, by and through a duly authorized representative, and UTA. This Amendment is effective on the Effective Date stated above.

UTAH TRANSIT AUTHORITY

CHARTER SCHOOL CONSORTIUM

By:

 Date 8/15/18  
Robert K Biles  
VP of Finance

By:

 Date 8/3/18  
Sonia Woodbury  
Vice President for Administrative Services

By:

 Date 8/16/18  
Steve Meyer  
Interim Executive Director

Approved As To Form:

  
UTA Legal Counsel



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Dev. & Sales

**TITLE:**

**Fare Contract: Pass Purchase and Administration Agreement Modification No. 1 (Westminster College)**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Authorize Modification No. 1 to the Westminster College Pass Purchase and Administration Agreement
<b>BACKGROUND:</b>	UTA and Westminster College entered into a one-year Pass Purchase and Administration Agreement (“Agreement”) for the 2020/2021 school year. The term of the current agreement expires July 31, 2021. Westminster pays for each trip taken by authorized users on UTA services, and UTA gives Westminster a 25% discount off the public fare. Authorized users include students, faculty, and staff with an active Westminster College identification card. The Westminster ID card can be used to “tap-on/off” the UTA system and is valid fare on all UTA services except for Paratransit, Park City, and Ski Services. This Agreement was originally approved under resolution R2018-06-07. On October 21, 2020, the UTA Board of Trustees approved resolution R2020-10-02 Adopting the Fare Rates and Types of Fare Media of the Agency. The Board’s actions to adopt this resolution rescinded the reduced fare agreements adopted in resolution R2018-06-07, including Education Pass Agreements.
<b>DISCUSSION:</b>	As both UTA and Westminster College recover from the Pandemic and in the spirit of partnership, staff recommends that the Westminster Agreement be extended for one additional year. The updated contract term will be August 1, 2021 through July 31, 2022. All other terms of the contract will remain the same.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Westminster College
Contract Number:	20-F0129

Base Contract Effective Dates:	August 1, 2020 through July 31, 2021
Extended Contract Dates:	August 1, 2021 through July 31, 2022
Existing Contract Value:	\$11,000
Amendment Amount:	\$19,000
New/Total Amount Contract Value:	\$30,000 The value for 2021-22 contract is estimated using Westminster's average monthly pay per trip value January through April of 2021, then multiplied by 12 to determine the annual contract value.
Procurement Method:	NA
Funding Sources:	NA
<b>ALTERNATIVES:</b>	1. Not approve the amendment and renegotiate a new contract price and term 2. Not approve the amendment and forgo revenue
<b>FISCAL IMPACT:</b>	\$19,000 in additional revenue. This revenue was anticipated in the adopted 2021 Budget.
<b>ATTACHMENTS:</b>	1) Modification No. 1 2) Contract

**Modification No. 1**  
**to**  
**WESTMINSTER COLLEGE**  
**PASS PURCHASE AND ADMINISTRATION AGREEMENT**  
**(Trip Based Discount)**

This agreement is Modification No. 1 to the Pass Purchase and Administration Agreement (the “Agreement”) entered on August 1, 2020, by and between **Westminster College**, a body politic and corporate of the State of Utah (“**Westminster**”) and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Modification No. 1 shall be August 1, 2021.

For good and valuable consideration, Westminster and UTA agree as follows:

**Purpose:** The purpose of this agreement is to document a modification to that certain Agreement between Westminster and UTA entered as of August 1, 2020 (UTA Contract No. 20-F0129). The Parties desire to extend the Agreement for one additional year through July 31, 2022.

**Background:** The term of the initial Agreement commenced on August 1, 2020 and is due to expire on July 31, 2021. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA issued EFC Pass as valid fare media under the terms of the Agreement (section 4). Westminster shall pay UTA the amount under the current billing terms laid out in section 7.

The Parties now desire to extend the Agreement for one additional year through July 31, 2022.

**Summary of Adjustment:** The Parties hereby extend the Agreement that is set to expire on July 31, 2021 for one additional year to cover the 2021 & 2022 academic calendar year. This one-year extension will begin on August 1, 2021 and expire on July 31, 2022. Authorized Users and Trip Based Discount will hold at current 2020-2021 levels respectively.

**Miscellaneous:** All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Modification delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Modification.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

**WESTMINSTER COLLEGE**

**UTAH TRANSIT AUTHORITY**

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

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

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

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

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

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

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

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

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

Approved as to Form:

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6...

Michael Bell  
Assistant Attorney General  
Counsel for UTA

**PASS PURCHASE AND ADMINISTRATION AGREEMENT**  
(Trip Based Discount)

This Pass Purchase and Administration Agreement (the “Agreement”) is made this 1st day of August 2020, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah, (“UTA”), and the undersigned administrator (“Administrator”).

**Recitals:**

- A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and is in the business of providing public transit service within the state of Utah; and
- B. Administrator desires to purchase electronic fare card media for its Authorized Users to travel on UTA’s public transit service and pay a discounted rate for each trip on UTA services;

**Agreement:**

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

- 1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a reduced fare for each trip on UTA’s public transit service for its Authorized Users (as defined this Agreement) in accordance with the attached and incorporated Exhibit “A.” Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the term and conditions contained in this Agreement.
- 2. **TERM.** The Term of this Agreement shall begin August 1, 2020 and terminate July 31, 2021 (the “Term”).
- 3. **AUTHORIZED USERS.** Administrator’s eligible Authorized Users include students enrolled at Administrator’s school and faculty and staff employed by Administrator (“Authorized Users”). Only Administrator’s Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders (“Cardholders”) for purposes of this Agreement.
- 4. **FORM OF PASS.** The type of Pass selected by Administrator shall be reflected on Exhibit “A.”
  - a. **Electronic Fare Card Media.** Each Pass is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
  - b. **UTA-Printed Passes.** UTA-Printed Passes shall be provided to Administrator in the form of an activated UTA electronic fare card. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using UTA’s web-based interface or other log maintained by Administrator and transfer to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s EFC Rules.

c. **Administrator-Printed Passes.** Administrator-printed Passes shall be in the form of an electronically enabled employee or student identification card complying with UTA Card Data Format Specification Rules. Prior authorization from UTA must be received prior to electing to use Administrator-printed Passes for purposes of this Agreement. Upon activation of electronically enabled employee or student identification card using UTA’s web-based interface, the electronically enabled employee or student identification card shall become a Pass, for purposes of this Agreement.

**5. PASS RECOGNIZED AS TRANSIT FARE.**

- a. So long as this Agreement has not been terminated in accordance with Paragraph 16, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA’s Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit “A.”
  - i. All Cardholders are required to Tap-On and Tap-Off. Failure to do so may result in a citation or fine pursuant to UTA’s ordinances, loss of transfer credits, and additional Trip charges.
  - ii. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
  - iii. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a “Trip”).
- b. UTA services are public transit services. UTA reserves the right to modify its public routes from time in accordance with its operational objectives and policies.
- c. Each Pass is valid from the date of issuance or activation by the Administrator through July 31, 2020. Each Pass may be re-activated by the Administrator in accordance with the UTA’s EFC Rules pursuant to the terms of this Agreement.

**6. RESTRICTIONS ON SPONSOR CHARGES.** While Sponsor may implement a charge to its Authorized Users to offset the cost incurred by Sponsor for the Passes, in no event shall the Sponsor’s aggregate charges to Authorized Users for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of Passes to Authorized Users, Sponsor shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Sponsor associated with this Agreement. Upon the request of UTA, Sponsor shall submit an accounting detailing, the number of Passes sold and the amount paid by Authorized Users for Passes.

**7. MONTHLY INVOICE AND PAYMENT.**

- a. Administrator shall pay to UTA monthly, the following items:
  - i. The effective Base One-Way Fare for each Trip on an Authorized UTA Service, which may vary by mode of UTA service as identified in Exhibit “B,” less a twenty-five percent (25%) discount for each Trip during the preceding month;
- b. UTA shall invoice Administrator monthly. UTA’s invoice shall indicate: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the total amount of Fuel Surcharge Fees owed UTA. The payment of Fares so determined shall be calculated as follows:

- i. The number of Trips for each quarter is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions. The applicable Base One-Way Fare will be applied to each Trip (*See* Exhibit "B" for the current Base One-Way Fare schedule). A twenty-five (25%) discount will be applied by UTA to each Base One-Way Fare which will arrive at Administrator's total quarterly payment for fares.
  - b. The Base One-Way Fare Schedule rates are the rates posted on UTA's website [www.rideuta.com](http://www.rideuta.com) and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. Notwithstanding the forgoing, any adjustment to the Base One-Way Fare Schedule, UTA shall continue to recognize a twenty-five (25%) discount on the Base One-Way Fare rate for all Trips under this Agreement. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
  - c. UTA shall provide to Administrator a monthly invoice showing the number of Trips and the Fare for each Trip which shall be used to calculate the amount owed UTA. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
  - d. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
  - e. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.
8. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator completed and returned to UTA, a Pass Program Configuration Form, upon which Administrator identified various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. Said Pass Program Configuration Form is attached hereto as Exhibit "A" and when completed, shall be incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
9. **HANDLING OF FARE MEDIA.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person that is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder; (c) Administrator being able to produce for inspection, upon request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Administrator at all times during the

term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

10. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA: (a) in the event this Agreement is terminated prior to the expiration of the term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
11. **CONFISCATION OF FARE MEDIA/UNAUTHORIZED USE OF FARE MEDIA.** UTA has the right to require any Administrator-Printed Pass to be deactivated - at any time when UTA reasonably believes the Pass is not being used by the Authorized User. UTA has the right to require the deactivation of any Administrator-Printed Pass that UTA reasonably believes has been duplicated or altered. Notwithstanding the forgoing, UTA may confiscate a Pass for law enforcement purposes. UTA has the right to confiscate a UTA-Printed Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
12. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
13. **NON-TRANSFERABLE.** Each Pass is not transferable to any other Cardholder, Authorized User, member of the Cardholder's household or any other person who is not an Authorized User.
14. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
15. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's employees, or other causes, provided however, that if any unissued

electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's employees, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.

16. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis.
17. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 30 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 5, if requested by UTA.
18. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
19. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
21. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
22. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of UTA hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
23. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

**If to UTA:**

Kensey Kunkel  
MGR. Business Dev. and Sales  
669 West 200 South  
Salt Lake City, Utah 84101  
(801)741-8806  
kkunkel@rideuta.com

**If to Administrator**  
Syd Tervort

\_\_\_\_\_  
Westminster College  
\_\_\_\_\_  
1840 S. 1300 East  
\_\_\_\_\_  
Salt Lake City, UT 84105  
\_\_\_\_\_  
stervort@westminstercollege.edu  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**ADMINISTRATOR**

**UTAH TRANSIT AUTHORITY**

By:

By:

DocuSigned by:  
Syd Tervort 7/30/2020  
Signature Date

DocuSigned by:  
Monica Morton 8/3/2020  
Signature Date

Print Name: Syd Tervort

Print Name: Monica Morton

Print Title: Interim VP of Finance and Administration

Print Title: Fares Director

By:

DocuSigned by:  
Kensey Kunkel 7/30/2020  
Signature Date

Print Name: Kensey Kunkel

Print Title: Manager Business Development and Sales

**Exhibit A**  
Pass Program Configuration Form  
Pass Purchase and Administration Agreement  
(Trip Based Discount)

**Authorized UTA Services:**

- Regular Service: Regular fixed bus routes, MAX bus rapid transit, Streetcar light rail, and TRAX light rail
- Premium Express Route Service: Regular Service + Express bus routes and FrontRunner commuter rail

Unauthorized services include ski service routes, Park City-SLC Connect routes, and special service routes including but not limited to ADA Paratransit service.

**Form of Pass:**

- UTA-Printed Passes
- Administrator-Printed Passes

**Exhibit B**  
**Base One-Way Fare Schedule**  
**Starting April 1, 2013**

Service Type	Regular Bus	Express Bus	TRAX light rail	Streetcar Commuter Rail	FrontRunner commuter rail 1
Base One-Way Fare (Applicable to each trip)	\$2.50	\$5.50	\$2.50	\$2.50 - \$10.30	\$2.50 – \$10.30

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees. See UTA's website [www.rideuta.com](http://www.rideuta.com) for additional information.

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<sup>1</sup> FrontRunner commuter rail is a Distance Based Service. FrontRunner base fare is currently \$2.50. Each additional station costs \$.60. The maximum fare from Provo to Ogden is \$10.30.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Development & Sales

**TITLE:**

**Fare Contract: ECO Trip Rewards Trip Based Agreement Amendment No. 1 (Salt Lake City Corporation)**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Approve Amendment No. 1 to the ECO Trip Rewards Trip Based Agreement with Salt Lake City Corporation
<b>BACKGROUND:</b>	The current contract between UTA and Salt Lake City Corporation (“SLC Corp.”) allows them to provide a transit pass option to as many of their employees as possible. Employees can opt in or out to receive a UTA transit pass. SLC Corp. pays for each trip taken by authorized users on UTA transit services. Authorized users include all persons employed by SLC Corp. All pass holders are required to “tap-on/off” the UTA system. A trip report is generated each month summarizing the tap activity. Total boardings for SLC Corp. last year were about 68,000 which qualified them for a discount of 5% to be applied to their invoice. This discount is based on the number of trips taken as part of a trip rewards program set up by UTA over 5 years ago. The current contract will expire on June 30 <sup>th</sup> of this year.
<b>DISCUSSION:</b>	As both UTA and SLC Corp. recover from the Pandemic and in the spirit of partnership, staff recommends that the SLC Corp. contract be extended for 1 additional year. The updated contract term will be July 1, 2020 through June 30, 2022. Total annualized boardings for SLC Corp. is estimated to be 18,450 which qualifies for a discount of 5% to be applied to the monthly invoice. All other terms of the contract will remain the same.
<b>CONTRACT SUMMARY:</b>	
Contractor Name:	Salt Lake City Corporation
Contract Number:	20-F0051-2

Base Contract Effective Dates:	July 1, 2020 through June 30, 2021
Extended Contract Dates:	July 1, 2021 through June 30, 2022
Existing Contract Value:	\$30,500
Amendment Amount:	\$36,000
New/Total Amount Contract Value:	Total Amount Contract Value: \$66,500 The value for the 2021-22 contract is estimated using SLC Corporation's average monthly pay per trip value January through April of 2021, then multiplied by 12 to determine the annual contract value
Procurement Method:	NA
Funding Sources:	NA
<b>ALTERNATIVES:</b>	1. Not approve the modification and renegotiate a new contract price and term 2. Not approve the modification and forgo revenue
<b>FISCAL IMPACT:</b>	\$36,000 in estimated revenue This revenue was anticipated in the adopted 2021 budget.
<b>ATTACHMENTS:</b>	1. Amendment No. 1 2. Contract

**AMENDMENT 1  
ECO TRIP REWARDS TRIP BASED AGREEMENT  
SALT LAKE CITY CORPORATION**

This Amendment no. 1 is effective July 1, 2021 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **SALT LAKE CITY CORPORATION (or the “Administrator”)**.

**WHEREAS** the Parties entered into an ECO Trip Rewards Trip Based Agreement (hereinafter the “Agreement”) with an effective date of July 1, 2020 for the purchase of fare for each trip taken by its Authorized Users,

**WHEREAS** the Parties desire to renew the Agreement for an additional one-year term from July 1, 2021 until June 30, 2022.

**NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:**

1. The parties agree to renew the Agreement for an additional one-year term from July 1, 2021 through June 30, 2022.
2. Total annualized boardings for Salt Lake City Corporation is estimated to be 18,450 which qualifies for a discount of 5% to be applied to Administrator’s monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.
3. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

**SALT LAKE CITY CORPORATION**

**UTAH TRANSIT AUTHORITY**

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

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

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

Carolyn Gonot  
Executive Director

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

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

Attest and Countersign:

William Greene  
Chief Financial Officer

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

Approved as to Form:

Approved as to Form:

DocuSigned by:  
By: *Mike Bell* \_\_\_\_\_ Date: \_\_\_\_\_  
70E33A415BA44F6...

Michael Bell  
Assistant Attorney General  
Counsel for UTA

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

RECORDED

MAY 20 2020

CITY RECORDER

Salt Lake City Contract No. 16-3-20-2351

**ECO TRIP REWARDS TRIP BASED AGREEMENT  
Salt Lake City Corporation**

This ECO Trip Rewards Trip Based Agreement (the "Agreement") is made this 1st day of July, 2020, between (a) the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and (b) Salt Lake City Corporation, a municipal corporation, whose address is 451 South State Room 115, Salt Lake City, Utah 84111 (or the "Administrator").

RECITALS

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

**WHEREAS**, Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

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

**WHEREAS**, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

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

1. Purpose of Agreement. The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit "A" Pass Program Configuration Form. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. Term. The Term of this Agreement shall begin July 1, 2020 and terminate June 30, 2021 (the "Term").
3. Authorized Users. Administrator's authorized users include all persons employed by Administrator ("Authorized Users"). Administrator's Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders ("Cardholders") for purposes of this Agreement.
4. Form of Pass. The type of Passes selected by Administrator shall be reflected on Exhibit "A2a."

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
PO. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515

- a. Electronic Fare Card Media. Each "Pass" is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
- b. UTA-Printed Passes. "UTA Printed Passes" shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card's UID or card face number using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit "D"; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.
- c. Administrator-Printed Passes. "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. Pass Recognized as Transit Fare.

- a. So long as this Agreement has not been terminated in accordance with Paragraph 22, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
- b. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
- c. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
- d. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit D.
- e. UTA services are public transit services UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.

- f. Each Pass is valid from the date of issuance or activation by the Administrator through June 30, 2021. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
6. Payments by Administrator to UTA. On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit "B" Base One-way Fare Schedule, which shall be discounted based on the total numbers of 2019 boardings by Cardholders, as identified in Exhibit "C" Discount Matrix. The discount shall be determined from the prior (12) months of Administrator's ECO Pass boardings.
7. Calculation of Fares. The payment of Fares shall be calculated as follows:
  - a. The number of Trips for each month is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit "D." The applicable Base One-Way Fare will be applied to each Trip (See Exhibit "B" for the current Base One-Way Fare schedule).
  - b. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA's transit services by Cardholders.
  - c. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA's sole discretion.
  - d. The Base One-Way Fare Schedule rates are the rates posted on UTA's website [www.rideuta.com](http://www.rideuta.com) and defined in Exhibit "B" and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One- Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One- Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. Application of Fuel Surcharge. The Fuel Surcharge Matrix in Exhibit "B" assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q'19 calendar quarter (July 1, 2019 – September 30, 2019) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2019. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit "B." UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.
9. Invoices.

- a. UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
  - b. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
  - c. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the properly stated invoice.
  - d. Administrator agrees to make payments under this Agreement as set forth in the Form of Payment in Exhibit "A."
10. Disputed Invoices. Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.
11. Pre-Authorization. As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. Handling of Electronic Fare Cards/Passes. Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during

regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

13. Confiscation of Passes/Unauthorized Use Of Passes. UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
14. Return of Passes. Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. Issuance of Passes. Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. Restrictions on Administrator's Charges To Employees. Although Administrator may implement a charge to Cardholders to offset the cost incurred by Administrator for the Passes, in no event shall Administrator's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of passes to cardholders, Administrator shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Administrator associated with this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.
17. Non-Transferable. Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. Delivery of UTA-Printed Passes. The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. Guaranteed Ride Home in Case of a Bona Fide Emergency. In order to accommodate the

Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of a Bona Fide Emergency. UTA agrees that, in the event of such Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or site of the emergency within the boundaries of the public transit district. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in other UTA sponsored transportation. An Administrator's Authorized User shall be eligible for up to six (6) guaranteed rides home in any calendar year. UTA's total obligation under this paragraph shall not exceed 100 rides per year.

- a. For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trip will not permit the Authorized User to reasonably meet such needs. Salt Lake City Corporation shall provide a statement signed by someone at the Director level attesting to the bona fide nature of the emergency based on the criteria described above within 30 days after the ride is provided. If such a signed statement is not received within the required time period, UTA shall bill Salt Lake City Corporation for the cost of the additional transportation provided and Salt Lake City Corporation shall reimburse UTA for such service.
  - b. For purposes of this Agreement the term "Immediate Family Member" means a spouse, significant other, child, step child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.
20. Security Terms. Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.
21. Reconciliation. Administrator shall cooperate with and permit UTA to examine (upon

reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis. UTA shall not maintain any personally identifiable information of Administrator's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.

22. Termination of Agreement. UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 21, if requested by UTA.
23. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
24. Non-Discrimination. Administrator is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
25. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the Term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
26. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
27. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
28. Indemnification. The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by

the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 29. Authority. The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
- 30. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
- 31. Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 32. Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

**If To:**

Administrator:	<u>Salt Lake City Corporation</u>	Utah Transit Authority:
Name:	<u>Carolyn Campbell</u>	Kensey Kunkel
Address:	<u>Box 145464</u>	669 West 200 South
	<u>Salt Lake City, Utah 84114-5464</u>	Salt Lake City, Utah 84101
Phone:	<u>801-535-6663</u>	801-741-8806
Email:	<u>Carolyn.Campbell@slcgov.com</u>	kkunkel@rideuta.com

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

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PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515

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

**SALT LAKE CITY CORPORATION**

**UTAH TRANSIT AUTHORITY**

By: Jodi Langford Date: 05/19/2020  
Jodi Langford (May 19, 2020 13:24 MDT)

DocuSigned by:  
By: Carolyn Gonot Date: 6/15/2020  
Carolyn Gonot (June 15, 2020 10:00:10 AM MDT)  
Executive Director

Name: Jodi Langford

Title: Acting Human Resource Director

DocuSigned by:  
By: Robert K. Biles Date: 6/3/2020  
Robert K. Biles (June 3, 2020 11:42:22 AM MDT)  
Chief Financial Officer

**RECORDED  
MAY 20 2020**



Attest and Countersign:

Approved as to Form:

By: Ace Ace Robinson  
Deputy City Recorder

DocuSigned by:  
By: Mike Bell Date: 6/4/2020  
Michael Bell (June 4, 2020 4:46:06 PM MDT)  
Assistant Attorney General  
Counsel for UTA

Approved as to Form:

By: Jayven Aldroyd Date: 05/19/2020  
Jayven Aldroyd (May 19, 2020 13:20 MDT)

**Exhibit A**  
 Pass Program Configuration Form  
 ECO Trip Rewards  
 (Trip Based Agreement)

**A1a. Authorized UTA Services**

- Basic: Regular Bus, Bus Rapid Transit, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City-SLC Connect
- Ski Service

*Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.*

**A2a. Form of Passes**

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 “Initial Pass Quantity” below.
- Administrator-Printed Passes

**A2b. Initial Pass Quantity**

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	

**A3. Administrator Personnel**

*See Exhibit E for a list of authorized persons.*

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit E (“List of Authorized Persons”). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

**A4. Form of Payment**

- Checks
- ACH
- Wire Transfer

Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.

ACH/WIRE instructions are available upon request

**Exhibit B**  
**Base One-Way Fare Schedule**  
**Eco Trip Rewards**  
**(Trip Based Agreement)**

Base One-Way Fare Schedule and Authorized UTA Services Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$0.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

**Fuel Surcharge Fee Matrix**

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City- SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

**Exhibit C**  
Discount Matrix  
ECO Trip Rewards  
(Trip Based Agreement)

A discount shall be given based on number of boarding's annualized from the previous 12 months of usage. The discount rates are outlined below:

	Annual Boarding's Last Year	Discount %
Tier 1	2 million +	25%
Tier 2	1 million – 1,999,999	20%
Tier 3	500,000 – 999,999	15%
Tier 4	100,000 – 499,999	10%
Tier 5	10,000 - - 99,999	5%
Tier 6	<10,000	0%

Total annualized boardings for Salt Lake City Corporation are 67,918 which qualifies for a Tier 5 discount of 5% to be applied to Administrator's monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.

**Exhibit D**  
Cardholder Rules

I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:

- a. "Administrator" shall mean the Issuing Institution.
- b. "Issuing Institution" shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
- c. "Distance Based Services" shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
- d. "Pass" shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services.)
- e. "Tap-On" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
- f. "Tap-Off" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.

II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes ("Cardholders")**

- a. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
- b. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA's Ordinances.
- c. Cardholder must provide valid photo identification upon request.
- d. A Pass is not transferrable if the words "not transferable" are printed on the Pass.
- e. Cardholders must comply with UTA's Rider Rules.
- f. Cardholders must comply with UTA's Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services. Possession of a Pass does not guarantee boarding.

Cardholder's use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

**EXHIBIT E**  
List of Authorized Persons

Effective July 1, 2020, the List of Authorized Persons will be as follows:

<b>First and Last Name</b>	<b>Title</b>	<b>Email Address</b>
Carolyn Campbell	Program Manager- Employee Benefits	Carolyn.Campbell@slcgov.com
Trent Steele	Benefits Analyst	Trent.Steele@slcgov.com



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

**Board of Trustees**

**Date: 6/9/2021**

**TO:** Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning & Engagement Officer  
**PRESENTER(S):** Megan Waters, Community Engagement Manager  
 Kensey Kunkel, Manager of Business Development & Sales

**TITLE:**

**Promotional Fare Request: Explore More Transit Passport**

<b>AGENDA ITEM TYPE:</b>	Service or Fare Approval
<b>RECOMMENDATION:</b>	Approve pass promotion for new Explore More Transit Passport
<b>BACKGROUND:</b>	As part of the ridership recovery efforts, this pass was developed with single or stay-at-home parents or caregivers, including nannies, au pair and babysitters, in mind. These are potential riders who might be looking for new things to do and ways to explore with children this summer. This is a new rider market that takes advantage of both youth exposure to and engagement with UTA, as well as re-envisioning and expanding how we use transit, to include trips for recreation, entertainment, supporting local businesses, and cultural enrichment. Staff worked collaboratively with Local First to engage many local businesses and organizations as partners on this program.
<b>DISCUSSION:</b>	The Explore More Transit Passport would provide one adult and up to four children (ages 6-15) access to transit on UTA. The fare media will be a group pass through the GoRide app. This pass provides fare at a reduced cost to attract new riders. The cost would be \$49/month each for July, August, and September, or \$99 for all three (if someone purchases a July pass or all three, the partial month of June would be included for free). The pass would be valid on all UTA services, with the exception of PC-SLC Connect, Ski Bus and paratransit service. As part of this program, an actual "passport" booklet will be available for participating children at partnering organizations and through UTA. Each partnering business/organization will be provided stickers to reward visitors who are using the Explore More pass.
<b>ALTERNATIVES:</b>	N/A

**FISCAL IMPACT:** It is estimated that total sales for the Explore More Pass will be between 500 and 1,000 passes with revenue of \$49,400 - \$98,800, respectively. Total pass sales assumes that 25% of customers will purchase a 30-day pass for \$49 at least two times and 75% of customers will purchase a 3-month pass for \$99. When the Rider’s License Launched in 2014, total sales were 800 passes at the price point of \$99. These sales

were used as the baseline to determine sales for the Explore More pass.

		Total Pass Sales		
Price		500	750	1000
25%	49/Month	\$ 12,300	\$ 18,400	\$ 24,500
75%	\$99 for 3 Months	\$ 37,200	\$ 55,700	\$ 74,300
<b>Total</b>		<b>\$ 49,400</b>	<b>\$ 74,100</b>	<b>\$ 98,800</b>

<b>ATTACHMENTS:</b>	None
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