

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 22-03600

FLEX ROUTE AND ON-DEMAND MICROTRANSIT SERVICES AGREEMENT

THIS FLEXROUTE AND ON-DEMAND MICROTRANSIT SERVICES AGREEMENT ("Agreement") is made this 7th DAY OF AUGUST_ 2022 by and between UTAH TRANSIT AUTHORITY (UTA), a public transit district and TOOELE COUNTY HEALTH AND AGING SERVICES, a County Government, whose principal place of business is 151 North Main, Tooele, UT 84074, (hereinafter referred to as "Tooele County").

RECITALS

WHEREAS, UTA is the provider of fixed-route, rail, flex route, and microtransit transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, UTA plans, develops, and operates public transit services for the community as defined within the Regional Transportation Plan, UTA's Long Range Transit Plan, UTA's Five-Service Plan, and UTA's Service Design Standards.

WHEREAS, UTA desires to engage Tooele County to collaborate with UTA in providing Flex Route services as described in this Agreement, and

WHEREAS, UTA desires to engage Tooele County to collaborate with UTA and RiverNorth Transit (Via) in providing on-demand microtransit services in the UTA's Tooele County Service Area (the "Microtransit Services"), as described in this Agreement; and

WHEREAS, UTA has received a 2021 Federal Transit Administration (FTA) NoLo Emissions grant to support the deployment of a fully electrified microtransit service which will be deployed during the terms of this Agreement;

WHEREAS, UTA and Tooele County desire to agree on the respective roles and responsibilities in fulfillment of this 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 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. **OVERVIEW**

- a. Tooele County shall provide the day-to-day operations, including administrative oversight and support, customer support, and vehicle maintenance responsibilities for Flex Route Services between Tooele and Salt Lake County and Microtransit Services within Tooele County.
- b. Tooele County shall operate vehicles as part of the UTA Flex Route Service connecting Tooele and Salt Lake Counties as determined by UTA in full accordance with the Scope of Services contained in the Exhibits to this Agreement.
- c. Tooele County shall provide the Microtransit services using the Via software system. Such Microtransit services shall be provided in portions of Tooele County (the cities of Erda, Tooele, Stansbury Park and Grantsville) as determined by UTA in full accordance with the Scope of Services contained in the Exhibits to this Agreement.
- d. UTA shall provide service vehicles for Flex Route Services and Microtransit Services.
- e. UTA shall provide Tooele County access to Via’s software operating system under sublicense to Tooele County and provide access to scheduling software for scheduled route deviations.
- f. UTA will provide electrical charging infrastructure under sublicense to Tooele County.
- g. UTA will provide technical support for the operations of Flex Route Services and Microtransit Services.
- h. UTA and Tooele County shall annually establish shared goals and objectives for Flex Route Services and Microtransit Services.
- i. Tooele County shall work with UTA to ensure a well-coordinated transition from existing Flex Route and Dial-a-Ride services to Microtransit Services with a seamless transition that aims to provide customers with high-quality and uninterrupted service throughout this process
- j. UTA and Tooele County shall collaborate and support joint marketing, communications, and community engagement initiatives for Flex Route Services and Microtransit Services.

2. **SERVICES TO BE PROVIDED**

- a. Tooele County shall perform all Work as set forth in the Scope of Services (Attached Exhibits). Except for items (if any) which this Agreement specifically states will be UTA-provided, Tooele County shall furnish all the labor, material, and incidentals necessary for the Work.
- b. Tooele County shall perform all Work under this Agreement in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected

from similarly situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Tooele County shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Tooele County shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Tooele County shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

3. **MANAGEMENT OF WORK**

- a. Tooele County's Mobility Manager will be the day-to-day contact person for Tooele County and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Tooele County with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

4. **PROGRESS OF WORK**

- a. Tooele County shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Tooele County shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Tooele County shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Tooele County of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Tooele County hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Tooele County of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of

this Contract. Upon receipt of notice of rejection from UTA, Tooele County shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

- g. If Tooele County fails to promptly remedy rejected Work as provided in Section 4.f UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using UTA's own resources. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Tooele County.

5. **PERIOD OF PERFORMANCE**

This Agreement shall commence as of August 7, 2022 and remain in full force and effect until December 31, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period. Extension options may be exercised by UTA upon providing Tooele County with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if Tooele County and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Tooele County under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

6. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Tooele County in accordance with the payments provisions described in Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit A or another provision of this Agreement calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Agreement.
- c. To the extent that Exhibit A or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Tooele County must refer to the not-to-exceed amount, maximum Agreement amount, Agreement budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit A (as applicable). Unless and until UTA has notified Tooele County by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Tooele County shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Tooele County to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Tooele County

owes to UTA under this Agreement.

7. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Agreement by reference and made a part hereof:
 1. The terms and conditions of this Professional Services Agreement (including any exhibits and attachments hereto).
- b. The above-referenced documents are made as fully a part of the Agreement as if hereto.

8. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. Exhibits

9. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 1. In the Scope of Services;
 2. In the method or manner of performance of the Work; or
 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Tooele County's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Agreement to make Tooele County whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Tooele County to proceed pending negotiation of a Change Order. Any changes to this Agreement undertaken by Tooele County without such written authority shall be at Tooele County's sole risk. Tooele County shall not be entitled to rely on any other manner or method of direction.
- c. Tooele County shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Agreement, there is a material change with respect to any requirement set forth in this Agreement; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from

what should have been reasonably assumed by Tooele County based on the information included in (or referenced by) this Agreement. In order to be eligible for equitable relief for “constructive” changes in Work, Tooele County must give UTA’s Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Tooele County regards the identified item as a change in Work giving rise to an adjustment in this Agreement.

Tooele County must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Tooele County becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Tooele County’s failure to provide timely written notice as provided above shall constitute a waiver of Tooele County’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Tooele County must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding Tooele County’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 22 of this Agreement.

10. **INVOICING PROCEDURES**

- a. Tooele County shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Tooele County shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Tooele County shall include the following information on each invoice:
 - i. Tooele County Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Tooele County under the Agreement. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Tooele County within thirty (30) calendar days of invoice submittal.

11. **USE OF SUBCONTRACTORS**

- a. Tooele County shall give advance written notification to UTA of any proposed subcontract negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Tooele County shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Tooele County receives corresponding payments from UTA.
- d. Tooele County shall be responsible for and direct all Work performed by subcontractors.
- e. Tooele County agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Tooele County further agrees that all subcontracts shall comply with all applicable laws.

12. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Tooele County, require Tooele County to suspend, delay, or interrupt all or any part of the Work called for by this Agreement. Any such order shall be specifically identified as a “Suspension of Work Order” issued pursuant to this Article. Upon receipt of such an order, Tooele County shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Tooele County shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Tooele County’s cost or time to perform the Work, UTA’s Project Manager or designee shall make an equitable adjustment to compensate Tooele County for the additional costs or time, and modify this Agreement by Change Order.

13. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate for convenience based upon legislative direction or lack of funding availability. UTA shall provide 60 days notice prior to exercising this right of termination. If the Agreement is terminated for convenience, UTA shall pay Tooele County: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Agreement close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the

termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Agreement. Tooele County shall promptly submit a termination claim to UTA. If Tooele County has any property in its possession belonging to UTA, Tooele County will account for the same, and dispose of it in the manner UTA directs.

Tooele County shall have the right to terminate for convenience based upon direction from a majority vote of the Tooele County Council if a different transportation plan is adopted for Tooele County. Tooele County shall provide UTA with a minimum of 12 months advance notice prior to exercising this right of termination. Tooele County shall take all reasonable measures to mitigate damages to UTA as a result of its termination.

b. **FOR DEFAULT:**

If Tooele County (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 Agreement, UTA may, in its discretion, after first giving Tooele County seven (7) days written notice to cure such default:

1. Terminate the Agreement (in whole or in part) for default and obtain the Professional Services using UTA's own resources, in which event Tooele County shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Agreement (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Agreement, pursue other remedies available at law.

c. **TOOELE COUNTY'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Tooele County shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, equipment, vehicles, drawings and other deliverables, whether completed or in process. Tooele County shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Agreement up to the effective date of termination. UTA shall calculate termination damages payable under the Agreement, shall offset such damages against Tooele County's final invoice, and shall invoice Tooele County for any additional amounts payable by Tooele County (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Agreement for any reason, Tooele County shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Tooele County prior to termination.

14. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Tooele County shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A (or any other provision of this Agreement). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other Agreement documents, invoices, receipts or other documentation supporting non-labor costs. Tooele County shall also retain other books and records related to the performance, quality or management of this Agreement and/or Tooele County's compliance with this Agreement. Records shall be retained by Tooele County for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Tooele County agrees that it shall flow-down (as a matter of written Agreement) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

15. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Tooele County or its subcontractors under this Agreement are considered confidential and shall not be made available to any person, organization, or entity by Tooele County without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Tooele County shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
1. Information already in the public domain.
 2. Information disclosed to Tooele County by a third party who is not under a confidentiality obligation.
 3. Information developed by or in the custody of Tooele County before entering into this Agreement.
 4. Information developed by Tooele County through its work with other clients;
and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

16. **PUBLIC INFORMATION.**

Tooele County acknowledges that the Agreement and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Tooele County's response to the solicitation for the Agreement 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.

17. GENERAL INDEMNIFICATION

Both Parties shall indemnify, hold harmless and defend the other, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, in whole or in part, by the acts or omissions of the Indemnifying Party or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of either Party to conform to federal, state, and local laws and regulations. The indemnity obligation of a Party shall apply only to the proportionate extent of that Party's negligence.

18. INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Tooele County shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

- 1. Commercial General Liability – Occurrence Form

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

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

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

- 2. Automobile Liability

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

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

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

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when Tooele County or subcontractor is exempt under UCA, AND when Tooele County or subcontractor executes the appropriate waiver form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by Tooele County. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Tooele County's assessment of the exposure for this Agreement; for their own protection and the protection of UTA.
- 2. Tooele County's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Tooele County and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Tooele County's insurance shall be primary with respect to any insurance carried by UTA. Tooele County will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Agreement Administrators).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect Tooele County from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE: Tooele County shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Tooele County's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by Tooele County, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Agreement shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

19. OTHER INDEMNITIES

- a. Tooele County shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Tooele County's performance under this Agreement. If notified promptly in writing and given authority, information and assistance, Tooele County shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Tooele County shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Agreement, Tooele County shall, at its expense and through mutual agreement between the UTA and Tooele County, either procure for UTA any necessary intellectual property rights, or modify Tooele County's services or deliverables

such that the claimed infringement is eliminated.

- b. Tooele County shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Agreement by Tooele County or its subcontractors of any tier. If any lien arising out of this Agreement is filed, before or after Work is completed, Tooele County, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Tooele County fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Tooele County shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Tooele County shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Tooele County fails to do so, Tooele County shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

20. **INDEPENDENT ENTITY**

Tooele County is an independent Entity and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Agreement. Tooele County is responsible to provide and pay the cost of all its employees' benefits.

21. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Tooele County in this Agreement or the proceeds thereof without specific written authorization by UTA.

22. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Tooele County arising out of or relating to the Agreement Documents including any disputed claims for Agreement adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 9. Claims must be made by written notice. The responsibility to substantiate a claim rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Tooele County shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes

through the escalation process described below. No party may bring a legal action to enforce any term of this Agreement without first having exhausted such process.

- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Tooele County's Mobility Manager	Five calendar days
UTA's Special Services RGM/Tooele County's Heath Dept Director	Five calendar days
UTA's COO/Tooele County's Manager	Five calendar days

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

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

23. **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Agreement will be conducted exclusively in federal or state courts in the State of Utah and Tooele County consents to the jurisdiction of such courts.

24. **ASSIGNMENT OF AGREEMENT**

Tooele County shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

25. **NONWAIVER**

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

26. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via

recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority

For Flex Routes: ATTN: Joann Scott

For Microtransit: ATTN: Shaina Quinn

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Tooele County:

ATTN: Cissy Morton

47 S. Main St.

Tooele, UT 84074

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Agreement.

27. **AGREEMENT ADMINISTRATOR**

UTA's Agreement Administrator for Flex Route Services is Joann Scott and Shaina Quinn for Microtransit Services. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to said Agreement Administrators, or designee.

28. **COSTS AND ATTORNEYS FEES**

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

29. **NO THIRD PARTY BENEFICIARY**

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

30. **FORCE MAJEURE**

Neither party to the Agreement 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 Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

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

Tooele County agrees it will not engage in a boycott of the State of Israel for the duration of this Agreement.

32. **SEVERABILITY**

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

33. **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Agreement 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 Agreement prevail in any dispute between the terms of the Agreement 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 Agreement.

34. **AMENDMENTS**

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

35. **COUNTERPARTS**

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

36. **SURVIVAL**

Provisions of this Agreement intended by their nature and content to survive termination of this Agreement shall so survive including, but not limited to, Articles 13,14,15,17,18,19,22,23

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

TOOELE COUNTY:

By _____
Nichol Bourdeaux
Chief Planning & Engagement Officer

By _____
Andy Welch
County Manager

Date: _____

Date: _____

By _____
Cherryl Beveridge
Acting Chief Operating Officer

By _____
Colin Winchester
Deputy Tooele County Attorney
As Approved to Form

Date: _____

Date: _____

By _____
Jay Fox
Executive Director

By _____
Jared Hamner
Chair, Tooele County Council

Date: _____

Date: _____

DocuSigned by:
Mike Bell
By _____
70E33A415BA44F6...
Mike Bell
Assistant Attorney General
UTA Legal Counsel

Date: 7/26/2022

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Terms of Compensation: Flex Route and Microtransit Services
A-1	Flex Route Service Standards and Payment Adjustments
B	General Requirements: Flex Route and Microtransit Services
B-2	Tooele Service Area Vehicles
C	Scope of Services: Microtransit Services
D	Scope of Services: Flex Routes
E	FTA Required Clauses
F	Spill Response & Reporting Standard Operating Procedures
G	Engine Idling Standard Operating Procedures
H	Accident-Incident Reporting Forms
I	Flex Route Deviation Manifest Example
J	Vehicle Maintenance Procedures
K	The Authority's Equal Employment Opportunity Policy
L	UTA Drug and Alcohol Policy Statement
M	Flex Route Monthly Operating Report Form
N	National Transit Database Report Form
O	UTA Service Concern Form

Note: Exhibits E through O are UTA policies, procedures, or forms in which Tooele County agrees to comply with. Physical copies of these policies, procedures, and/or forms will be provided to Tooele County prior to execution of the Agreement with the understanding that they may be updated from time-to-time. UTA shall provide updated policies, procedures, and/or forms to Tooele County as updates occur but no less than annually.

EXHIBIT A

**TERMS OF COMPENSATION – SECTION 6
FLEX ROUTE & ON-DEMAND MICROTRANSIT**

**TOOELE AREA CONTRACTOR PROVIDES TRIP DISPATCHING, RUN
MANAGEMENT SERVICES AND RADIO COMMUNICATIONS ON SITE AT
THEIR GARAGE
TOOELE COUNTY
(Contractor)**

Compensation to Tooele County, as detailed under Section 6 of the Flex Route and On-Demand Microtransit Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. Revenue vehicle service hours for Flex Route and On-Demand should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time for fueling, all driver rest and lunch breaks, training, road tests, and vehicle breakdowns.

1. Itemized Fees

Route F543	2022	2023	2024	2025	2026	2027	Total Five Year Cost
Monthly Fixed Cost*	\$37,700	\$90,480	\$94,836	\$99,408	\$104,208	\$109,248	\$535,880
Hourly Rate	\$58.93	\$58.93	\$61.88	\$64.97	\$68.22	\$71.63	
Annual Hours	1,771	4,250	4,250	4,250	4,250	4,250	
Annual Hourly Cost	\$104,355	\$250,453	\$262,990	\$276,123	\$289,935	\$304,428	\$1,488,283
Fuel**	\$43,702	\$100,515	\$105,541	\$110,818	\$116,359	\$122,177	\$599,111
Total Cost Route F543	\$185,757	\$441,448	\$463,367	\$486,348	\$510,502	\$535,852	\$2,623,274
Microtransit (UTA On Demand)	2022	2023	2024	2025	2026	2027	Total Five Year Cost
Monthly Fixed Cost*	\$146,430	\$351,432	\$368,292	\$385,980	\$404,556	\$424,068	\$2,080,758
Hourly Rate	\$45.33	\$45.33	\$47.60	\$49.98	\$52.48	\$55.10	
Annual Hours	5,365	12,875	12,875	12,875	12,875	12,875	
Annual Hourly Cost	\$243,177	\$583,624	\$612,850	\$643,493	\$675,680	\$709,413	\$3,468,235
Fuel***	\$31,000	\$74,400	\$0	\$0	\$0	\$0	\$105,400
Total Cost Microtransit	\$420,607	\$1,009,456	\$981,142	\$1,029,473	\$1,080,236	\$1,133,481	\$5,654,393
	2022	2023	2024	2025	2026	2027	Total Contract Value
Total Operating Cost	\$606,364	\$1,450,903	\$1,444,509	\$1,515,821	\$1,590,738	\$1,669,333	\$8,277,667
Contingency 10%***	\$60,636	\$145,090	\$144,451	\$151,582	\$159,074	\$166,933	\$827,767
Total Not to Exceed Amount	\$667,000	\$1,595,994	\$1,588,960	\$1,667,403	\$1,749,811	\$1,836,266	\$9,105,434

*Fixed costs include building rent, support services and mobility managers. Support Services includes the salaries & benefits for one FT Lead Worker, 2 FT Maintenance employees, and 2 FT dispatchers. The costs are split 80% for Microtransit, 20% for Flex Route.

Mobility Management is paid 80% by Tooele 5310 and 5311 UDOT contracts. The remaining 20 percent is split--15% of Mobility Manager & Office Manager under Microtransit, with 5% under the Flex Route.

** Actual fuel charges will be calculated on the monthly invoice.

*** Contingency to be used at UTA's sole discretion.

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. The hourly rates for dedicated vehicles service are as follows:

	Service Rate for On-Demand Microtransit Service	Service Rate for Flex Route Service
Year 1: August 1, 2022 through December 31, 2022	\$45.33	\$58.93
Year 2: January 1, 2023 through December 31, 2023	\$45.33	\$58.93
Year 3: January 1, 2024 through December 31, 2024	\$47.60	\$61.88
Year 4: January 1, 2025 through December 31, 2025	\$49.98	\$64.97
Year 5: January 1, 2026 through December 31, 2026	\$52.48	\$68.22
Year 6: January 1, 2027 through December 31, 2027	\$55.10	\$71.63

EXHIBIT A-1
SERVICE STANDARDS AND PAYMENT ADJUSTMENTS

1. SERVICE STANDARD ADJUSTMENTS

Tooele County hereby agrees that pursuant to the Flex Route Services and Microtransit Agreement, Tooele County will keep detailed and complete records of the below-specified indicators of service performance. Tooele County shall organize by service type (by specific Flex Route) such records in a manner such that the records are readily available for the UTA's inspection, and Tooele County shall provide such records and any supporting documentation to UTA upon request.

- A. Tooele County's average vehicle productivity as calculated by revenue passengers per hour. Tooele County shall follow reasonable instructions and guidelines provided by UTA in the calculation of vehicle productivity. Tooele County must complete required information in the Excel spreadsheet as provided by the 5th of each month for the prior month's ridership information.
- B. The percentage of the Tooele County's total scheduled trips which are on-time. For purposes of the Flex Route Agreement, on-time shall be defined as zero (0) minute before the published scheduled. For purposes of the Microtransit Agreement, on-time shall be defined as within five (5) minutes of the quote customer pick up time. Tooele County must synchronize their clock with UTA daily, and must have a verifiable clock to be used by each driver to insure a consistent measurement of time. The bus MDC/radio and Via Driver app will be considered "the verifiable clock" rather than individual watches which are not sufficient unless they are synchronized with the dispatch center.
- C. The number of customer complaints pertaining to Tooele County, as well as the number of customer complaints pertaining to Tooele County which, after investigation by UTA and/or Tooele County, are deemed to be valid.

After the first year of Tooele County's service pursuant to the Flex Route Services and Microtransit Agreement, Tooele County and the UTA shall meet for the purpose of discussing Tooele County's service during the initial year and reviewing the results of the above-specified indicators of service performance. At that meeting, UTA and Tooele County shall mutually agree on Tooele County's goals with respect to such standards during the following years for which the Agreement is in effect.

2. LIQUIDATED DAMAGES

The following procedure will be used by UTA in noticing and assessing liquidated damages in compliance with Tooele County:

Assessment Procedure

UTA is committed to provide a value driven service to the riders we serve. In order to assure

a high quality of service under this Agreement UTA and Tooele County must maintain a constant flow of information. To meet the requirement Tooele County agrees to submit liquidated damage performance measurement in summary information with their monthly invoice documents. Tooele County also agrees to include with the summary all supporting documentation for UTA's review. UTA will submit notification of the liquidated damage assessment to Tooele County, wherein Tooele County has five (5) business days from receipt to respond back to the UTA.

- A. UTA may assess liquidated damages for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Subsection 2B identifies several performance failures that UTA anticipates would give rise to the assessment of liquidated damages. Subsection 2B also sets out an anticipated amount of liquidated damages for each violation. The specific liquidated damages to be applicable to Tooele County's performance will be set forth in the Contract.
- B. UTA may, in its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to Tooele County. UTA will provide Tooele County with prior notice of the liquidated damages to be assessed, and will consider documented information from Tooele County that outline any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of Tooele County.

The performance failures set forth below may result in an assessment of liquidated damages to Tooele County:

(1) Refusal of a Trip. Tooele County agrees to accept all trip requests, and staff in accordance with daily demand.

a) In the event Tooele County must turn back a trip UTA, Tooele County will be assessed liquidated damages in the amount of \$25.00 per trip.

(2) Confidentiality. UTA considers all information listed on the manifest or contained in the Trapeze system as confidential. Tooele County shall protect all written or electronic data. In the event that Tooele County uses any confidential information for the purpose other than set forth in this Agreement will be assessed liquidated damages in the amount of \$1,000.00 per incident.

(3) Data Collection or Service Performance Monitoring. In order to capture all of the information needed to monitor service performance the Operators should then record the actual arrival at the origins and the drop-off times at the destinations, and fare payment. Cancellations and no-shows should be recorded both by the operators and the dispatchers and recorded on the final operator manifests. Tooele County is expected to update no show information into Trapeze and the Radio Log immediately, with all other information updated within 7 days from the date of service. At the sole discretion of UTA,

a) For each day in excess of 7 days the Authority will assess liquidated damages in the amount of \$25 per route per day.

b) In the event UTA discovers inconsistency between original data and computer data, and discovers the information was intentionally entered incorrectly UTA will assess liquidated damages in the amount of \$1,000.

c) In the event UTA discovers fraudulent reporting of arrival or departure times on the driver's manifest, UTA will assess liquidated damages in the amount of \$2,500.

(4) Improper Vehicle Appearance.

a) If UTA determines that Tooele County has failed to maintain the cleanliness of a Revenue Vehicles in compliance with Exhibit D of this Agreement, UTA will assess liquidated damages of \$25.00 for each vehicle in non-compliance for each day the situation exists.

b) If UTA determines that Tooele County failed to maintain the vehicle appearance standard of a Revenue Vehicle in compliance with Exhibit D, UTA will assess liquidated damages of \$25.00 for each vehicle in non-compliance for each day the situation exists.

(5) Below Standard Vehicle Maintenance Performance. The following vehicle Maintenance items have been identified as having significant impact to the effective and efficient operation of Flex Route and Microtransit Services. Failure to perform to specified standards may result in the assessment of these amounts:

a) Failure of a Vehicle Operator to properly complete a pre-trip inspection will be assessed at \$100.00 per occurrence.

b) Failure to conduct 100% of Performance Maintenance Inspections (PMI) within the required 3,000 mile interval will be assessed \$1,000.00 per vehicle operated in excess of 500 miles past the schedules PMI.

c) Failure to maintain effective maintenance as identified by the standard of 10,000 miles between valid mechanical road call will be assessed at \$100 for each valid mechanical road call under 10,000 miles in a monthly reporting period. NOTE: Road call mileage is calculated by dividing the number of valid mechanical road calls by the total number of revenue vehicles traveling in any monthly reporting period. For example, 500,000 miles traveled per month with 50 valid road calls equals 10,000 miles between road call.

d) Liquidated damages in the amount of \$1,000 shall be assessed

against Tooele County for each instance where vehicles have not been maintained as required in Exhibit I.

(6) Failure to Maintain the Personnel Plan.

a) Failing to provide adequate operator staffing to meet the daily demand will result in a \$500.00 fine per run plus the deduction in difference between the hourly rate charged by Tooele County and the actual cost to UTA should UTA have to fill the run by an employee of UTA.

C. After the conclusion of each month, UTA will calculate and notify Tooele County in writing of any liquidated damages to be imposed for that month.

(a) If Tooele County disagrees with the liquidated damages imposed, it will respond to the UTA in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation. Unless rescinded based on information from Tooele County all amounts of liquidated damages imposed will be deducted by UTA from the payment for services otherwise due to Tooele County.

(b) Should amount due to Tooele County for services rendered be less than the liquidated damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to Tooele County. If Tooele County contests the assessment of liquidated damages, the dispute is subject to resolution pursuant to the FTA Master Agreement (see section #14 Breaches and Dispute Resolution under the federal clauses of the RFP).

3. OTHER PAYMENT ADJUSTMENTS

Liquidated damages in the amount of \$1,000.00 shall be assessed against Tooele County for each instance where a driver providing the UTA's service is found by UTA to be unqualified or to not have received the required minimum amount of training. The parties acknowledge that they have agreed to liquidated damages because in the event that Tooele County were to breach the Flex Route or Microtransit Services Agreement in either of the manners outlined above, UTA would sustain actual damages that would be difficult to ascertain and quantify. The parties acknowledge that the figures provided above are good-faith estimates of such damages.

UTA shall collect and retain fare revenue for ADA Flex Route and Microtransit services. UTA shall schedule for farebox retrieval for Flex Route, cash fare collections will not be accepted on Microtransit services.

UTA's Drug and Alcohol Policy shall be administered and paid for by Tooele County. Costs should be considered part of Tooele County's operational costs and should be included in Tooele County's rate as specified within this Agreement.

The FBI BCI level background check shall be administered and paid for by Tooele County. Costs should be considered part of Tooele County's operational costs and should be included in Tooele County's rate as specified within this Agreement.

In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing or decreasing Tooele County's operating costs, Tooele County and UTA shall meet to discuss the impact of these costs and may, subject to the approval of UTA and Tooele County, negotiate adjustments to Tooele County's rates as specified herein.

EXHIBIT B:

General Requirements: Flex Route and Microtransit Services

Tooele County shall provide Flex Route and Microtransit Transportation Service on behalf of UTA, utilizing vehicles provided by UTA.

BACKGROUND

The Utah Transit Authority (UTA) is responsible for the development, implementation, and maintenance of public transportation services within its service area along the Wasatch Front. As part of this process, we are sharing with Tooele County an overall Mission Statement, Vision and Operational Priorities to serve as general guidelines for daily operations.

MISSION STATEMENT

Utah Transit Authority strengthens and connects communities enabling individuals to pursue a fuller life with greater ease and convenience by leading through partnering, planning, and wise investment of physical, economic, and human resources.

VISION

Provide an integrated system of innovative, accessible and efficient public transportation services that increase access to opportunities and contribute to a healthy environment for the people of the Wasatch region.

OPERATIONAL SCENARIOS

There are **two** modes of service types being performed by Tooele County:

1. Flex Route(s) F453. The deviation service requirement is Monday-Friday between 8:00-17:00.
2. Microtransit "UTA On-Demand" services Monday-Friday between 7:00-19:00.

UTAH TRANSIT AUTHORITY'S OPERATIONAL PRIORITIES

1. Safety

Emphasize safety of our customers, employees, equipment and community in all aspects of our operations and maintenance services.

2. Earn and Retain the Community's Trust

Engender trust and accountability and satisfy and exceed the expectations of citizens, customers, and employees; increase ridership; operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; provide service that is ADA compliant and meets our customer's needs.

3. Provide Outstanding Customer Service

Provide consistently high-quality service to customers at every interaction with UTA; be rated by customers, the community, and employees as providing excellent customer service

as measured annually in surveys.

4. Employee and Organizational Development

Have a well-trained and highly productive workforce; promote healthy dialogue on important issues; reduce employee injuries.

5. Environmental

UTA takes a proactive approach to environmental management and compliance with all federal, state, and local regulations through its Environmental Management Systems (EMS). The program focusses on continuous improvement of environmental performance by evaluating the impacts of UTA's activities, products and services it makes in the community.

6. Technology

UTA currently uses Trapeze PASS software products to manage Flex Route service delivery and Via technology for Microtransit services. Use of the technology systems listed in this section are required for fulfilling this Agreement. UTA reserves the right to change, enhance or discontinue use of current technology as new technologies are embraced by UTA. Tooele County shall participate in any future technology testing/implementation that may be required by UTA. Tooele County shall comply with UTA direction on all procedures for transferring, entering and managing data necessary to operate or monitor daily services.

Software required and distributed by UTA under this Agreement shall be for the exclusive use of this Agreement. Tooele County shall protect the software from unlawful copying, duplication, and theft.

7. Introduction

This Scope of Services will detail two modes of Public Transportation Services Delivery, Vehicle Maintenance and Administration Services. #1 Curb-to-curb Flex Route services between Tooele County and Salt Lake Tooele County, #2 Microtransit services to portions of Erda, Tooele, Stansbury Park, and Grantsville cities, in Utah Transit Authority's Tooele County service area obligation. All transportation service shall be delivered as shared-ride and curb-to-curb transportation service unless noted otherwise. Services are inclusive of, but not limited to, providing transportation services for passengers with disabilities who are ambulatory, mobility dependent and transportation disadvantaged. Tooele County will utilize vehicles provided by UTA as set forth in Exhibit D-2. The service areas and service hours are set forth in Exhibit B, C and D-1.

8. UTA Provided Software:

- **Via Operations Center (VOC)**
- **Via Driver app**
- **Via Reporting Application**
- **Trapeze Pass workstation V17**
- **Trapeze Reports V17**
- **UTA paper manifest V17**
- **Trans Track Customer Concerns module**
- **UTA Radio Log**

Tooele County is required to fill out a UTA Contractor access form to obtain permission to use UTA provided technology and software. UTA will provide procedures and instructions in writing related to Contractor access to and use of required technology.

Tooele County shall provide an up-to-date list of active software users and their software access. Tooele County is responsible for notifying UTA within 24 hours of the employees' separation to ensure access has been terminated. Failure to do so is subject to Liquidated Damages see Exhibit A-1.

Tooele County employees may not share passwords to gain access to UTA software. Failure of compliance is subject to Liquidated Damages see Exhibit A-1.

Employees are required to change their passwords every 60 days. If this fails to occur, the employee will be locked out of the system. Any performance standard failures due to this action is subject to Liquidated Damages see Exhibit A-1.

Tooele County is responsible for personnel training and testing to ensure real-time data is transmitted to the correct mobile devices for Via application and UTA MDT's. Tooele County must notify UTA immediately of communication failures.

In the event of software or technology failure, use of a paper manifest will be required. No interruption of service or Service Performance levels may occur due to technology failure. Tooele County will develop and provide a written emergency backup plan to UTA in case of a technology failure.

If it is necessary to use a paper manifest, all trip data must be recorded in permanent and legible manner on the manifest, including:

- Accurate pick up times at all origins and drop off time at all destinations.
- Reconciliation of all passengers and passenger types transported with address information.
- No Show and Missed Trip information with appropriate notes.
- Beginning and ending mileages.

UTA reserves the right to add or alter the information that must be recorded. Tooele County is responsible for supplying high speed secure internet connections to all computers used in service delivery. Via Application requires mobile data plans and assigned mobile devices for each vehicle. If Tooele County installs a WiFi or mobile hotspots, Tooele County will ensure equipment will not interfere with systems or equipment provided by UTA.

Tooele County must provide Key Personnel with individual email accounts for daily use. All email account lists must be updated and distributed to appropriate UTA staff when there is a change in personnel.

Tooele County shall create a minimum of one (1) email distribution list for their Key Personnel and one (1) for their leadership team that can be accessed from outside of the Contractor network through an email address. This will allow for UTA staff to add the provider to it internal contact lists. Tooele County is responsible for maintaining the accuracy

of distribution lists.

9. Personnel Plan

For this Agreement Key Personnel shall be identified as: operations manager, safety officer, maintenance manager, operations trainer, radio dispatchers (if applicable), and dispatch coordinators (if applicable). Tooele County may assign multiple functions to a single position.

A. Staff Hiring, Retention, and Training Requirements

- Tooele County will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors. Wages and work hours shall be in accordance with Local, Tooele County, State, and Federal regulations affecting such personnel. Notwithstanding the foregoing, UTA will have the right to notify Tooele County of any problems or concerns involving the performance or conduct of an employee or subcontractor who is participating in the provision of the UTA services. Tooele County shall respond immediately to any such notice and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of employees from provision of service for UTA. Tooele County shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.
- Tooele County including all its agents, employees, independent contractors, and subcontractors, shall carry out its obligations under this agreement in compliance with the regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended from time to time, and the regulations promulgated thereunder, in order to protect the privacy of all individually identifiable protected health information that is created, received, collected, processed or learned as a result of services provided under this agreement.

B. Retention

- Tooele County shall be solely responsible for the satisfactory work performance of all employees described in this Agreement and any reasonable performance standard established by UTA. Tooele County shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. **It is of paramount interest to UTA and in the best interest of passengers that Tooele County employees and subcontractors are properly trained and gain hands-on experience in their craft.**
- It is UTA's belief that high turnover reduces service quality. In order to indicate the level of commitment to encouraging retention and longevity of employees and subcontractors, Tooele County is required as part of the proposal to submit a retention plan, including, but not limited to, starting wages and wage progress for operators, mechanics, dispatchers and dispatch coordinators.

10. Personnel

A. Drivers

- Tooele County shall provide qualified drivers with good customer service skills, serving people with disabilities, mobility devices, and who are legally qualified for

safe vehicle operations in accordance with Utah State law and federal regulations.

- Tooele County shall establish minimum standards and driver qualification requirements pursuant to applicable state and federal regulations if applicable which instill an elevated level of public confidence and safety when using the service.
- Tooele County shall ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
- Tooele County shall conduct drug testing as part of driver recruitment, including following all applicable Federal Transit Administration (FTA) guidelines on post incident/accident drug and alcohol testing or reasonable suspicion drug and alcohol testing.
- Tooele County shall provide all technical onboarding and support as well as implement a structure for ongoing safety and service reminders.
- Tooele County shall have the ability to adapt onboarding and other informational materials to ensure that personnel are made aware of applicable future changes or requirements by the State of Utah, Federal Transit Administration, Center for Disease Control and Prevention, etc.

B. Administration Personnel

- Tooele County shall provide administrative staffing, facilities, computer and other equipment, and other resources necessary for the operations, management and customer service functions for the Flex Route and Microtransit services.
- Tooele County shall maintain a dispatch function to manage daily service deployment, driver communications and dispatching, customer call center, and any other function required to operate the service. Tooele County shall be responsible for dispatching and communicating with their vehicle drivers directly for nearly all operational issues such as passenger issues, location issues, lost vehicle operators, vehicle breakdowns, accidents, incidents, and other similar issues.

C. Maintenance Personnel

- Tooele County shall provide maintenance personal or maintenance contracts necessary for vehicle maintenance procedures as described within this Agreement.

11. Trip Scheduling, Runs Management, and Service Eligibility assessments

UTA intends to manage all planning, routing, run time alignments, and scheduling of trip deviations for any Flex Routes Services. Tooele County will perform all Operations support including dispatch functions for Microtransit services, including driver shifts, vehicle availability and shared ride opportunities. This includes trip reservation requests for those unable to use the Smart Phone application to schedule requests for same day ride on Microtransit trips.

Tooele County is expected to provide adequate staffing and vehicle availability to avoid any service delay or service performance standards failures for each day of service. UTA reserves the right to schedule trips in a manner that best serves system performance and passenger experience. This could include use of a discretionary work assignments, including, but not limited to directly operating trips within contracted service areas.

12. Inclement Weather

In the event that extreme weather conditions or natural disaster renders operations unsafe, Tooele County, after consultation with and telephone authorization by UTA, shall temporarily suspend services or temporarily relax service standards. If services are suspended, Tooele County shall endeavor to contact customers and UTA shall endeavor to make public service announcements on local television stations.

Tooele County shall have the responsibility for making every effort to contact riders who are awaiting transport home and shall provide such transport if safety and prudence permit. In the event Tooele County is unable to directly provide or, through a subcontractor arrange for the return service, Tooele County shall contact UTA's office.

13. Complaint Management and Resolution

UTA's complaint management process has three (3) main purposes. The first is to provide a means for feedback between staff and customers, in order to improve the customer's experience with the system, and improve the performance of the system. The second is to alert management to any potential problems before they become safety hazards or persistent service problems. The third is to record and catalog complaints, so that management and consumers have a means of tracking trends. The process is as follows:

Customers wishing to register a complaint are directed to call the UTA. UTA will take all concerns and enter them into a database, forwarded electronically or via fax to Tooele County for the response from Tooele County and/or driver, and the resolution.

- Complaints relating to Tooele County will then be forwarded to Tooele County. Tooele County will research the complaint. A verified complaint is one that clearly violates established policies or procedures. Tooele County will be required to respond to UTA within five (5) business days. If Tooele County cannot respond within that time frame, Tooele County must request a time extension from UTA (if a time extension is granted, Tooele County must call the customer to tell them that a response will be delayed, and to estimate when the response will be forthcoming). Tooele County shall document the response in UTA's customer complaint system forwarded by UTA, and respond electronically or by fax that response to UTA. All complaints, whether verified or unverified, shall be documented in UTA's concern system, and maintained on site by UTA.
- In all instances, service complaints involving an issue of safety must be reported to the UTA immediately. Further investigation may be handled directly by UTA, depending on the circumstances.

14. Incident Reporting

Tooele County shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, driver manifest, fare dispute, system issues or other reason, by completing and submitting UTA's Service Concern Form (Exhibit I), as soon as possible, but not more than one (1) day following the incident. Severe difficulties requiring immediate attention should be telephoned to UTA's Paratransit Concerns Department at (801) 287-5334.

UTA reserves the right to determine whether corrective or disciplinary action, up to and including suspension and termination of service for riders, is warranted and, as appropriate, inform Tooele County of the decision or course of action to be taken.

15. Accident Reporting

Tooele County shall immediately report any accidents or incidents involving injury, even minor injury, to riders, drivers or others, and damage to vehicles and property while the vehicle is in service to the Authority by calling the Authority's Radio Control Center at (801) 287-4557, and shall submit to the Authority a copy of its Incident/Accident Report Form shown in Exhibit G. For riders who, due to their disability, cannot contact someone to inform them they will be delayed, Tooele County must notify rider's caregiver of any accident/incident occurred when the rider was on board the vehicle to prevent panic or concern in case of delay or incident reporting by the rider.

16. Spill Response Reporting

Tooele County shall immediately clean up and report any hazardous waste or material which when spilled becomes a hazardous waste generated by service vehicles. UTA's Spill Response and Reporting Standard Operating Procedures can be found in Exhibit E.

17. Customer Surveys and Ride Checks

UTA may periodically conduct a rider survey to gauge customer satisfaction. Responses will provide a "reality check" on the accuracy of the data being reported by Tooele County. The survey will also elicit perceptions of and attitudes toward different components of the system. Depending on the level of customer satisfaction, UTA may also retain the services of a third-party to conduct ride-checks incognito.

18. Performance Measurement

UTA will evaluate Tooele County's performance on a monthly basis, focusing on the service performance measures identified in Exhibit A-1.

19. Contract Manager

Tooele County shall designate a contract manager for services provided under this Agreement who is responsible for supervising all actions taken by Tooele County and for handling complaints, requests and inquiries.

20. Communication

Tooele County shall be in contact with all vehicles, providing service via two-way radio or the Via VOC and Via Driver App. On-Site Dispatchers shall be responsible for communicating directly with vehicle operators regarding all operational issues, including:

- Maintaining service performance standards
- On-time pull outs and performance
- Coverage of driver work
- Trip routing
- Seamless passenger transfers (if required)
- Same-day trip requests
- Transportation of stranded riders
- Operator navigation assistance

- Origin/destination issues
- Reasonable Service Modifications requirements
- Fare resolution
- Passenger disruptions
- Close calls/near misses, accidents, and any mechanical issues or other incidents
- Verbal directions to address services issues UTA deems important.

On-site Dispatch shall be on duty 30 minutes before service begins and continue during all hours in which the vehicles are in service.

21. Vehicle Maintenance

Tooele County shall be responsible for all vehicle maintenance procedures. This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" described in Exhibit J. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the UTA may reasonably direct Tooele County to implement during the term of the contract. The cost of all maintenance will be borne by Tooele County and included in the hourly operating rate described in Exhibit A. Tooele County shall regularly clean the vehicles and provide enhanced cleaning procedures to ensure customer health and safety (i.e. support COVID-19 cleaning and safety protocols as recommended by the Centers for Disease Control and Prevention (CDC)).

22. Vehicle Storage Facilities

Tooele County may choose to store vehicles at the UTA facility located at 90 South Garnet Street, Suite 2, building 659, Tooele, UT for overnight storage, cleaning, and charging purposes. Tooele County may choose to store some or all of the vehicles at a Tooele County owned or leased facility, which is safe and secure at their own expense.

23. Fuel

Tooele County shall be responsible for fueling all vehicles (if applicable). The base contractual reimbursement rate will exclude fuel costs which will be paid for by UTA, and be on a per dedicated vehicle basis.

24. Electric Vehicle Charging

UTA and Tooele County will deploy a Microtransit service during the terms of this Agreement which uses an electric vehicle or fleet of electric vehicles. UTA will collaborate with Tooele County to identify optimal vehicle charging locations. UTA and Tooele County shall continuously seek to advance, optimize and implement electric and renewable energy vehicle technologies. Tooele County shall be responsible for charging all Microtransit vehicles. UTA shall pay for all electric charging expenses for Microtransit services.

25. Regulations and Compliance

Tooele County shall comply with all state and federal regulations required for operations of a public transit service, including but not limited to:

- Compliance with Title VI and Americans with Disabilities Act (ADA) regulations.

- Compliance with any other required items for legally and safely operating a transportation service in the State of Utah.
- Compliance with any other required items for legally and safely operating a transportation service in accordance with federal regulations.
- UTA will provide access to an ADA or Title VI compliance staff member for mediation of issues and compliance guidance.
- Tooele County shall comply with any UTA operating procedures or policies which are agreed upon and included as Exhibits to this Agreement.

EXHIBIT B-2: VEHICLES

Flex Route Vehicles

	Vehicle #	License #	Vehicle I.D.	Year
1	19201	219574EX	Ford E450 Flex	2019
2	19202	219575EX	Ford E450 Flex	2019
3	14203	210485EX	Chevy 4500 Glaval Flex	2014

Microtransit Vehicles

	Vehicle #	License #	Vehicle I.D.	Year
1	11502	508122EX	5TDKK3DC0BS028647	2010
2	11528	205944EX	5TDZK3DCXBS062013	2010
3	11539	508963EX	5TDZK3DC4BS098344	2011
4	13501	209781EX	5TDZK3DC9DS385164	2013
5	13505	209778EX	5TDZK3DC8DS388041	2013
6	14502	513643EX	5TDZK3DC5ES468768	2014

Note: UTA may add additional vehicles or change out vehicles from time to time based on ridership demand and health/age of the vehicles.

EXHIBIT C

SCOPE OF SERVICES: MICROTRANSIT SERVICES

Overview

UTA On Demand (Microtransit Services) is a demand responsive microtransit service which connects communities with transit options as well as other local destinations in a designated service area. This innovative form of transportation connects riders with other transit services as well as to other local destinations in the community. The app-based technology matches multiple riders headed in a similar direction into a single vehicle, with routing that allows for quick and efficient shared trips without lengthy detours or relying on fixed route schedules. Tooele County shall perform the Service as described within this Scope of Service.

1. Demand Response Trips

On-demand trip represents a range of innovative demand response services. Trips are commonly booked through the UTA On Demand smart phone app. These trips are directly assigned to a driver in real time as the trip is requested with minimal dispatcher intervention. Riders are also able to book trips by telephone for this service through a dedicated telephone number to be scheduled and dispatched by Tooele County. Tooele County shall transport ambulatory and non-ambulatory customers from a nearby corner or from curb-to-curb in a courteous, safe, and efficient manner.

2. Personnel

Tooele County shall provide all necessary personnel such as drivers, mechanics (or maintenance contracts), administrative, customer service agents, project managers, and others as described within Exhibit B of this Agreement.

3. Rider app

UTA will provide riders with access to the UTA On Demand app, through which Riders will be able to book and pay for rides on a shared and on-demand basis.

4. Driver app

Tooele County shall use the Via Driver app for the day-to-day driver operations of the Microtransit Service which provides efficient turn-by-turn directions, allows drivers to start and end driving time, schedule breaks, and contact live support.

5. Administrative Console and Via Operations Center (VOC)

UTA shall sublease to Tooele County at no cost, the Via driver facing app and VOC, the administration oversight, dispatch, and telephone booking functions of the UTA On Demand service as part of the agreement between UTA and Via.

6. Service Parameters and Trip Characteristics

UTA shall determine all configurable service parameters and trip characteristics associated with the Microtransit Service, which may be modified from time to time.

- Pooled rides of 1 to 8 passengers

- Maximum wait time for pickup: 25 minutes
- Average wait time for pickup: 15 minutes or less
- Percent of ride requests completed: 80% or higher
- Average walk distance to stop: 0.10 miles
- Maximum walk distance to stop: 0.25 miles
- Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle
- Corner-to-corner service for customers for operational efficiencies
- Curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties using a wheelchair or a promo code as provide by UTA
- Ability to add passengers to a route in progress
- In the rare event of a Via software outage, County will attempt to continue to operate the Microtransit service using a fall back plan

7. Geographic Coverage Zone

The Service boundaries shall represent an approximately 52 square mile coverage zone in Tooele County, Utah which includes the cities of Erda, Tooele, Stansbury Park, and Grantsville. See Section 13 of this exhibit for a map of the service zone boundary. UTA may modify or expand the Geographic Coverage Zone with 30 days advance written notice to Tooele County.

8. Service Days/Hours

Service days shall be Monday through Friday, operating between the hours of 7:00 to 19:00 for the general public. UTA may determine to expand service days and hours with 30 days advance written notice to Tooele County. Tooele County shall be entitled to submit a request for an equitable adjustment (REA) should service hours be materially expanded.

9. Holidays

Holiday service generally offers a reduced level of demand for the Service. Holiday service levels shall be determined by UTA with at least four weeks advance written notice provided by UTA to the County.

10. Rider Fares

Rider Fares and Rider Fare discounts shall be set by UTA including any discounted and promotional fares. UTA shall retain all fares collected through the Rider app. Rider Fares collected though a concierge booking service for customers without smartphones shall be reported to UTA and deducted from the billing to UTA on a monthly basis.

11. Rider Payment

UTA will ensure acceptance of Rider Payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Cash is not accepted on the Service. County will provide a concierge booking service for riders without smartphones. The concierge service will include a rider payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

12. Reporting Requirements

Tooele County will provide monthly data from the Microtransit Service, including customer comments, fuel usage, vehicle breakdowns, incidents or accidents, and any required National Transit Database required (NTD) data. Data shall be made available in formatted numerical and graphical reports.

13. Microtransit Service Map

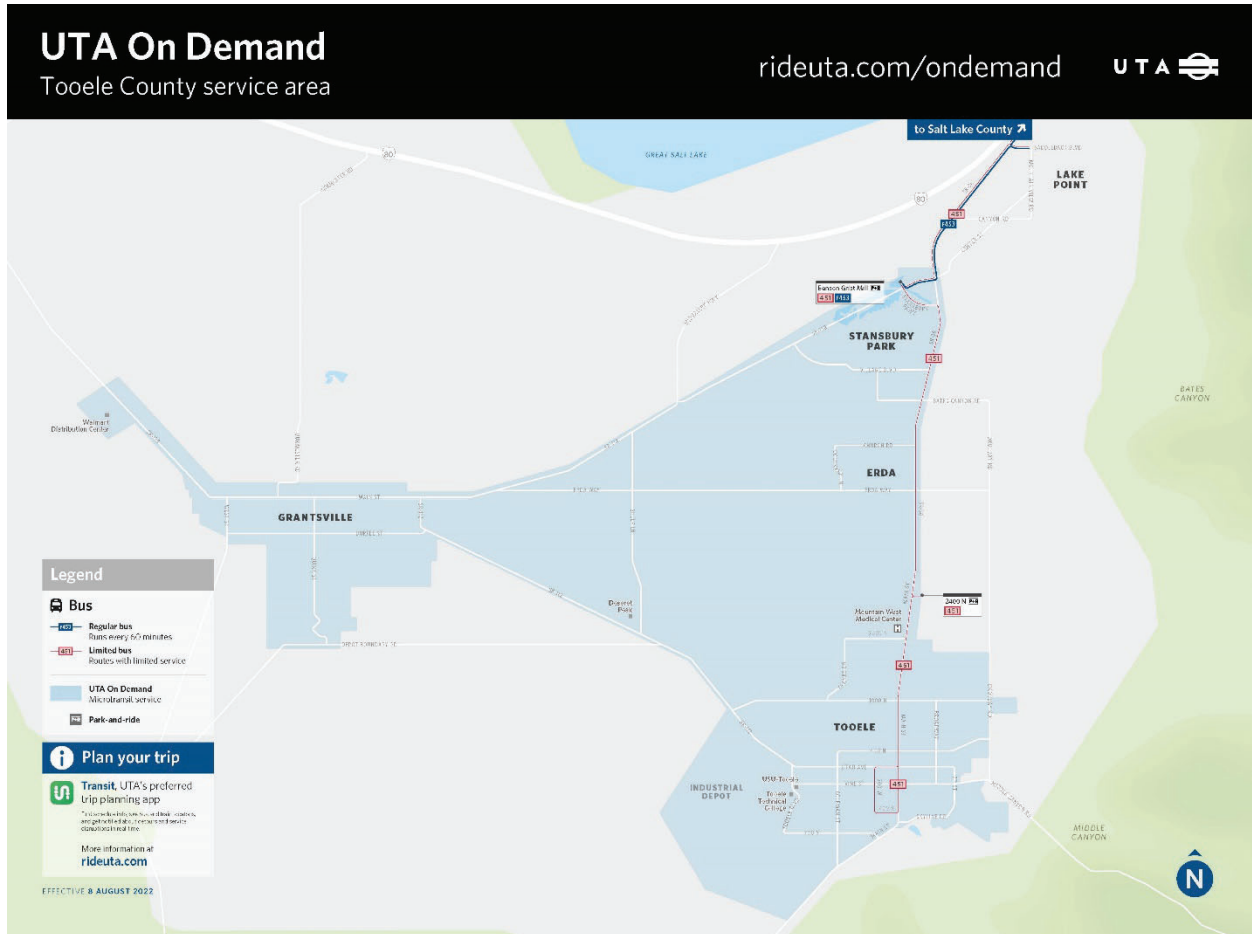


EXHIBIT D

SCOPE OF SERVICES – FLEX ROUTES

1. Introduction

The Contractor shall provide Flex Route Transportation Service on behalf of the Authority, utilizing vehicles provided by the Authority.

2. Reserved – Not Used

3. Dispatching

The Contractor shall be in contact with all vehicles providing service via two-way radio/cell phone communications. A dispatcher shall be available during all hours of vehicle service to respond to both driver and customer inquiries. The Contractor is expected to keep the service on time and find staff resources and vehicles necessary to do so if requested, when delays are within the Contractor's control. Driver shortage is deemed within the Contractor's control.

The Contractor shall not transport passengers without proper fare without the approval of the Authority.

4. Driver Wait Time and No-Shows

Once a vehicle has arrived at a pick-up point, rider is expected to be at the curb, and as such, the driver is expected to continue in service if the customer is not at the scheduled service deviation. If the customer is not at the scheduled service deviation, the driver will contact dispatcher who will confirm the current time, ask the arrival time, and confirm the location including anything that might distinguish the location should a dispute occur. The dispatch may instruct the driver to depart or to wait additional time if doing so does not prevent the bus from remaining on schedule and confirm the departure time. If there is a discrepancy in time between the dispatcher and driver, the driver must correct their time, and if appropriate, correct arrival information on the manifest making a note of why time change occurred and hold for additional time if required to do so.

If the customer does not show up for the trip, arrives after the wait time, or cancels the trip at the pick-up location, the trip is immediately marked in Trapeze and the Radio Log as a "no-show." The Authority may mail out no show, late cancellation, and same day cancellation cards to riders.

5. Reserved – Not Used

6. Driver Duties

Drivers shall be courteous at all times and be out of their seat to assist passengers

upon request, announce themselves to orient riders with visual disabilities to the bus, make mandatory stop announcements in accordance with ADA. Drivers should ask rider how they can assist the passenger, and not assume every passenger needs or wants assistance.

The Authority considers all information listed on the manifest as confidential, and as such, expects drivers to protect the privacy of all information. Drivers shall not show their manifest to anyone other than employees of the Contractor, the Authority, or those approved by the Authority, even as a means to resolve a dispute with a rider.

Drivers shall meet and greet passengers, confirm the identification of the passenger scheduling a Flex Route, and when in doubt, ask to see the passenger's ID card. Drivers will not deny serving passenger without proper ID.

Drivers shall collect fare or approved fare payment from every rider and may not transport a rider without proper fare payment. Drivers shall call Dispatch in the event the rider does not have proper fare for direction. The Contractor shall not transport passengers without proper fare without the approval of the Authority.

Drivers shall provide riders with all necessary assistance in boarding and alighting from the vehicle and securing tie downs and seat belts, as appropriate. Drivers should honor all reasonable requests for assistance from riders, qualified as follows: (1) service to be provided is "curb-to-curb" meaning that driver shall render assistance to customers in boarding and alighting from vehicles, but shall not assist customers from the curbside to entryways (unless specifically noted on the driver's manifest); (2) drivers are not required to assist customers with personal items (e.g., packages); personal items are limited to the number which can be handled by the passenger and/or companion/Personal Care Attendant ("PCA"), in one trip; and (3) children six years of age and under should require only minimal assistance from drivers, and no supervision, since the Authority requires them to be accompanied by an adult.

For riders using wheelchairs, drivers shall push or have the rider maneuver the chair onto the lift platform, secure the safety bar at the end of the lift platform and check that the brakes are applied. While raising the lift, drivers shall stand on the ground in front of the lift, facing the rider.

After the lift is raised, drivers shall step into the vehicle behind the rider, release the brakes, and pull or have rider power the wheelchair into the van. The rider shall retain complete control over the power and controls of the wheelchair, including maneuvering on or off the lift platform and maneuvering into tie down positions, unless to the rider requests assistance from the Driver. Drivers shall inform riders in advance they will be securing the wheelchair, and during the securement procedure, inform rider when they reach across the rider and are in the "personal space zone" of the rider. Drivers shall secure the wheelchair with suitable restraints as set forth in Exhibit D, Paragraph 2.3 of this Agreement, set wheel locks, and securely fasten the restraining belt around the wheelchair and rider.

The Contractor shall instruct drivers to refrain from smoking in vehicles at all times

and must not smoke closer than 25 feet of the bus. Drivers shall similarly instruct riders that smoking in the vehicles is not permitted.

The Contractor shall instruct drivers to comply with UTA's engine idling and spill response policies set forth in Exhibits E and F.

At transfer points, the driver shall wait for the transfer vehicle, assist with the transfer as needed, and make sure that the transfer has been completed before departing the transfer point unless otherwise instructed to do so by dispatch. If the other vehicle is late, driver shall contact the dispatcher and not depart the transfer point without dispatcher authorization. If the transfer is an inter-county transfer from the Authority's fixed-route, the Contractor must contact the Authority at (801) 287-4557 and must not depart without the Authority's authorization. If the Contractor's vehicle is running late for any inter-county connection, the driver must contact the Contractor who must contact the Authority immediately.

Drivers operating any Flex Route must comply with service and training requirements specific to the design of the service and as required by the Authority. The characteristic of this service is a blend of both fixed route and paratransit service. This includes the requirement to make stop announcements in accordance with the American's with Disabilities, and as listed on driver training materials specific to Flex Route services. For any route deviation requests drivers will not wait longer than the scheduled pick up time. Riders must be at scheduled pick up points, at their requested time.

Driver is responsible for minimizing vehicle idle time to no more than 15 minutes in order to reduce pollution by limiting the amount of time vehicles idle to preserve the life of vehicle and conserve fuel. UTA's Engine Idling Standard Operating Procedure can be found in Exhibit B-6

Drivers shall complete service concern forms on all scheduling discrepancies, routing concerns, or passenger issues to enable the Authority to proactively respond to issues. Drivers shall perform all other duties relevant to serving the Authority's trips as are necessary, as established and directed by the Authority. Drivers shall refer riders to the Authority's customer concern department for disputes, customer issues, or service questions.

7. Record Keeping, Reporting and Invoicing

The Contractor shall track service data, and prepare and submit reports to the Authority, as set forth in this Agreement. The Contractor also shall submit original driver manifests, including all notations, changes and corrections made by drivers, in support of billings upon request. Errors and corrections on these records shall be lined out, rather than erased.

The Contractor shall submit a monthly invoice to the Authority, in accordance with the "Terms of Compensation" set forth in Exhibit A. The invoice and supporting trip records shall conform to the requirements set forth in this Agreement.

The Contractor shall prepare a Monthly Operating Report Form for each service provided Flex Route) and submit it to the Authority with its monthly invoice in order to be paid for the month. A sample of this report form is shown as Exhibit L “Monthly Report Form.” The Contractor shall also provide the Authority with all information needed for the Authority to complete its annual report according to the National Transit Database (NTD) Reporting Manual by January 30th of each year for the previous year’s operations. See NTD report form as Exhibit H.

With the Authority’s approval, the Contractor shall make available all other pertinent original records for inspection and provide copies to authorized organizations, as set forth in the Flex Route Transportation Services Agreement. Falsifying records and/or data shall be grounds for termination of contract and pursuit of damages by the Authority to the fullest amount permitted under applicable law.

The Contractor shall relinquish all original records for storage at the Authority including driver’s manifests on an annual basis, and must turn over all original records specific to the terms of this Agreement at the end of this Agreement.

8. Hiring Policies and Practices

The Contractor’s procedures for recruiting and hiring employees should be consistent with the Authority’s Equal Employment Opportunity policy (see Exhibit E), assuring a diverse and representative workforce that is treated fairly and afforded opportunities for promotion.

All driver applicants must have or be able to obtain by the end of the certified training course, a valid Commercial Driver License (CDL) Class D. Contractor shall also conduct state driving record, FBI & BCI criminal record, for prospective employees, in accordance with Paragraph 16E of the Flex Route Transportation Services Agreement. The Contractor must receive authorization from the Authority when hiring any applicant previously employed by Authority. The Authority reserves the right to disqualify an applicant based on previous UTA employment history.

All driver applicants must undergo a Drug and Alcohol Testing; consistent with the Authority’s Drug and Alcohol Policy Statement (see Exhibit K). All drivers and other Contractor employees with safety-sensitive positions must undergo Drug and Alcohol testing consistent with the Authority’s Drug and Alcohol Testing policy.

9. Training

The Contractor, at its expense, shall meet, and shall be responsible for satisfying the following minimum requirements regarding employee training. All training shall be “to proficiency” and shall include some form of either testing or instructor observation to ensure that employees fully understand the skills and information being taught in each session. Retraining shall be provided if complaints or monitoring suggests that an employee is not performing appropriately. Periodic retraining shall also be included in the overall program

to keep all information current and employees fully informed of policies and procedures and prepared to respond to operational issues appropriately.

The specific employee training program to be used should be described in detail in the Contractor's proposal and shall include, at a minimum:

Disability Awareness and Sensitivity Training

All Contractor staff shall receive disability awareness and sensitivity training. Persons with disabilities will be enlisted to assist in this training. The program shall be at least four (4) hours in length and shall include the following components (or equal):

- Appropriate and respectful words (vocabulary) regarding disabilities;
- Common myths and misunderstandings regarding disabilities;
- Interacting (communication) with customers with disabilities in a respectful and non-patronizing way;
- Information about various types of disabilities, including hearing disabilities, speech impairments, vision disabilities, cerebral palsy, multiple sclerosis, Alzheimer's, epilepsy, psychiatric disabilities, mental retardation, etc.;
- Suggested videos and other training materials are available from National Easter Seals, PROJECT ACTION or specific disability organizations.

Service and Operating Policies and Procedures

All employees shall be instructed in the service policies and characteristics of the Authority's fixed-route, Flex Route, rail and Paratransit services. This shall include the days and hours of service, service area, fares, scheduling and service use policies, rider responsibilities, operator responsibilities, etc. This training shall cover all ADA required "Service Provision" issues in Subpart G of the USDOT regulations.

All office staff shall be trained in responding to requests for information in accessible formats.

Scheduling, Dispatch and Office Staff Training

Training of scheduling, dispatch and office staff (as well as all employees who supervise these persons) shall include the following five (5) sessions:

- 1) General concepts regarding the way trips are requested, scheduled, dispatched, provided, and tracked, and an introduction to Trapeze (covering the various functions within Trapeze and user-specified/controlled items);
2. How data from the driver manifest is to be entered into the system, and how to generate statistical reports;
3. The dispatch component of Trapeze (for dispatchers and dispatch supervisors), radio log and other electronic communication equipment.
4. The customer complaint module, and all aspects of responding to customer concerns.

5. Must attend OJT training at UTA.

Mobility Center Training

All office staff may participate in an on-site review of the Paratransit Eligibility Center and understand the aspects of the testing to answer general questions from customers.

Customer Relations Training

All employees shall receive training in customer relations using a recognized national program on this topic. This session should focus on the basic components of quality customer service. Specific instruction in responding to possible customer issues and concerns and avoiding conflicts shall be included.

All “office” staff shall also be trained in phone etiquette and effective communication skills. Specific training programs as described in detail in the Contractor’s Proposal.

Customer Service Training

All staff who may potentially be relating service information to customers must become proficient in: (1) intervention and advocacy for persons with disabilities; (2) assessing the changing needs of customers and (3) taking, documenting, responding to and resolving complaints. Specific training for staff that may be used for customer service functions shall build on the “Service Policy and Procedures” training noted above and shall focus in detail on policies and procedures related to: how to place a trip request; the level of driver assistance that is provided; the payment of fares; the concept of Flex Route; when and how to cancel a trip; what constitutes a no-show.

This training shall also focus on how to handle and refer initial complaints and how to investigate and report back on complaints in the UTA’s Customer Complaint software system.

Operator Training

All drivers must receive CDL training regardless of the type of vehicle operated.

In addition, all drivers, driver supervisors, dispatchers, and management staff who will be interacting with drivers shall receive the following additional training regarding the provision of service:

1. Operation of vehicles and accessibility equipment
2. Defensive Driving (must be a nationally recognized and certified program)
3. Passenger Assistance Techniques (must be nationally recognized and certified)
4. Record keeping (daily and incident/accident reporting)
5. Radio operation and communications procedures

6. In service training (must include a minimum of one week of on-board observation and one week of driving while being supervised and evaluated)
7. UTA provided Flex Route training for operators driving this type of service
8. UTA provided Bus Emergency Evacuation Training Video
9. Manual deployment of the lift
10. UTA provided “Meet and Greet, passenger awareness and securement training video”
11. UTA provided “Appropriate Conduct and Boundaries” PowerPoint
12. Specific training as identified by the UTA

10. Vehicle Inspection and Maintenance

The UTA’s Preventive Maintenance Program is found in Section 11 Auditing.

11. Auditing

UTA may choose to perform a pre-audit review of the Contractor’s driver manifests that have been submitted as back-up in support of the monthly invoice. The pre-audit review will check for missing information about each run and trip, and compare the run-level information against the invoice. If the pre-audit reveals any problems, the operations Contractor will be notified and may elect to have the package returned prior to a full, detailed review (see below). If there is key information missing or incorrect, the Contractor will be notified that payment will be withheld pending the supply or correction of the information. If the information reviewed in the pre-audit is correct, payment to the Contractor will be authorized. Subsequent payment adjustments will be based on a full review.

12. Dispatch Monitoring

UTA may randomly visit the Contractor’s facility to observe the Contractor’s dispatch staff. Based on observations, UTA will prepare a report that shows the number of on-site observations and identifies the outcome of each on-site observation, i.e., whether the staff performance was: (a) acceptable; (b) unacceptable, with re-training recommended; (c) unacceptable, with suspension recommended; or (d) unacceptable with removal recommended.

13. Operations Monitoring

UTA may review Contractor monthly service performance reports to ensure that service performance is meeting the stated minimum service performance standards (See Exhibit A-1).

UTA may also: (1) check Contractor records to determine whether new drivers have the required qualifications; and (2) check service records to ensure that all drivers providing services have had the required training.

UTA may also perform road checks where driver performance (e.g., whether the driver was speeding or failed to obey a traffic sign or signal, or failed to properly use

accessibility/securement equipment) and vehicle condition (e.g., cleanliness, working condition of accessibility/securement equipment) can be observed.

UTA will prepare a report showing the number of on-street observations and prepare a report which presents the outcome of each on-street observation, i.e., whether the driver performance was: (a) acceptable; (b) unacceptable, with driver re-training recommended; (c) unacceptable, with driver suspension recommended; or (d) unacceptable with removal recommended; and whether the vehicle was in proper working order and clean.

14. Fare

The fare will be established by UTA and is currently \$2.50 per trip. Fares must be paid for in UTA accepted methods. <https://www.rideuta.com/fares-and-passes/current-fares>. Route deviation fares are \$1.25 per deviation.

15. Holidays

UTA observes nine (9) holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Pioneer Day (July 24th), Labor Day, Thanksgiving and Christmas. The holiday service schedule is outlined. The Contractor shall operate service on the same days as UTA operates service.