



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, November 13, 2024

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Patrick Preusser
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of October 23, 2024 Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - Recognition - UTA and Clearfield City Station Area Planning Award
 - b. Strategic Plan Minute: Moving Utahns to a Better Quality of Life - Establish TRAX Modernization Plan Jay Fox
 - c. Financial Report - September 2024 Viola Miller
Brad Armstrong
Greg Andrews
 - d. Investment Report - Third Quarter 2024 Brian Reeves
 - e. UTA Strategic Plan Performance Report Alisha Garrett
Heather Barnum
7. **Resolutions**
 - a. R2024-11-01 -Resolution Setting Compensation for District Officers & Employees Joy Kapos
Ann Green-Barton

8. Budget and Other Approvals

- a. TBA2024-11-01 - Technical Budget Adjustment -
Capital Program Daniel Hofer
Greg Andrews

9. Contracts, Disbursements and Grants

- a. Contract: Auction Services for Disposal of UTA
Equipment and Vehicles (JJ Kane Auctions) Daniel Hofer
Joan Burke
- b. Contract: 25 CNG Buses through Washington State
Contract Assignment of Options (Gillig LLC) Jesse Rogers
- c. Contract: Qualtrics Software Services (Carahsoft) Tigran Melikyan
- d. Disbursement: Bangerter Station LLC Additional
Capital Contribution Paul Drake
- e. Pre-Procurements Todd Mills
- 900 E UVX Station Construction
 - Bus Simulator

10. Service and Fare Approvals

- a. Fare Agreement: 2024/2025 Ski Bus Pass Agreement
(Brighton Resort) Monica Howe
Jordan Eves
- b. Fare Agreement: 2024/2025 Ski Bus Pass Agreement
(Solitude Mountain Ski Area, LLC) Monica Howe
Jordan Eves
- c. Fare Agreement: 2024/2025 Ski Bus Pass Agreement
(Alta Ski Area) Monica Howe
Jordan Eves
- d. Fare Agreement: 2024/2025 Ski Bus Pass Agreement
(Snowbird Resort) Monica Howe
Jordan Eves
- e. Fare Agreement: 2024/2025 Ski Bus Pass Agreement
(Sundance Ski Resort) Monica Howe
Jordan Eves

11. Discussion Items

- a. Proposed UTA 2025 Final Budget Viola Miller
- b. Proposed 10 Year Capital Plan (2024-2033) Marcus Bennett
- c. Service and Fare April Change Day Proposals 2025 &
2026: Overview for Public Engagement Megan Waters
Russ Fox
Monica Howe
Eric Callison

d. Transit Education Overview Megan Waters

12. Other Business

Chair Carlton Christensen

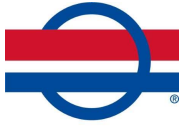
a. Next Meeting: Wednesday, December 4th, 2024 at 9:00 a.m.

13. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link https://rideuta.zoom.us/webinar/register/WN_otlb7ALuSc-UD0mnzkkpSg and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, November 12th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 11/13/2024

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

TITLE:

Approval of October 23, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the October 23, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Public Meeting Portal on Wednesday October 23, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/947923.html>](https://www.utah.gov/pmn/sitemap/notice/947923.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.legistar.com/Calendar.aspx>](https://rideuta.legistar.com/Calendar.aspx).

ATTACHMENTS:

1. 2024-10-23_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, October 23, 2024

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Viola Miller, UTA Chief Financial Officer, delivered a brief safety message.

4. Public Comment

(To view public comment in its entirety, see the meeting video located at https://rideuta.granicus.com/player/clip/328?meta_id=54719.)

In Person/Virtual Comment

In person comment was given by Lauren Cochran and Zach Scriven.

Cochran, representing Stadler Rail US, spoke in support of the contract for light rail cars, which is on the board meeting agenda today.

Scriven spoke in support of the Rio Grande Plan and diesel multiple unit (DMU) trains.

No virtual comment was given.

Online Comment

Online comments received were distributed to the board for review prior to the meeting and are included in Appendix A to these minutes.

5. Consent

- a. **Approval of October 9, 2024 Board Meeting Minutes**
- b. **Approval of October 10, 2024 Board Budget Hearing Minutes**
- c. **Quarterly Disbursement Report - Vehicle Parts Inventory Vendors - Q3 2024**
- d. **Quarterly Disbursement Report - Non-Inventory Vendors - Q3 2024**
- e. **2024 Fraud Risk Assessment**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda with the correction of a typographical error in the budget hearing minutes public comment transcript (i.e., "great crossing" should be "grade crossing"). The motion carried by a unanimous vote.

6. Reports

- a. **Executive Director Report**
 - **Continuous Improvement Excellence Award - Ashley Crump**

Jay Fox, UTA Executive Director, was joined by Richard Murray, UTA Director of Organizational Excellence, and Iman Nazarinia, UTA Workforce Innovations Administrator.

Murray presented Ashley Crump with the Continuous Improvement Excellence Award for her work in streamlining employee badge requests.

- b. **Strategic Plan Minute: Moving Utahns to a Better Quality of Life - Deploy Operator Staffing Strategies**

Jay Fox was joined by Patrick Preusser, UTA Chief Operating Officer; Joy Kapos, UTA Acting Chief People Officer; and Greg Gerber, UTA Director of Talent Acquisition.

Fox reported on strategies to improve operator staffing, including recruitment marketing, agency over service unit emphasis, operator success descriptions, needs evaluations, better forecasting, 5-year service plan alignment, and operator schedule adjustments. Currently, operator positions are fully staffed.

Discussion ensued. Questions on previous staffing levels, retention for newly hired operators, and staffing projections were posed by the board answered by staff. Staff committed to provide data on previous staffing levels.

- c. **Discretionary Grants Report**

Tracy Young, UTA Grants Director, was joined by Alma Haskell, UTA Grants Development Administrator.

Young reviewed grant applications awaiting selection and discretionary

grants/appropriations selected.

Discussion ensued. A question on grant award timelines was posed by the board and answered by staff.

d. Pension Committee Report

Trustee Jeff Acerson reported pension investment fund performance remains strong and is on track to be fully funded by the target date.

7. Resolutions

a. R2024-10-02 - Resolution Authorizing the Executive Director to Execute Grant Agreements for Specified Projects

Tracy Young was joined by Alma Haskell.

Young outlined the resolution, which authorizes the executive director to execute grant agreements for the Low or No Emissions Grant for 15 zero-emission battery electric buses and the Small Starts Capital Investment Grant (CIG) for the Midvalley Connector bus rapid transit (BRT) project.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2024-10-03 - Resolution Granting Contract and Expenditure Authority to Non-Inventory Vendors

Eric Barrett, UTA Deputy Comptroller, summarized the resolution, which grants additional contract and expenditure authority for disbursements to specific vendors for various reasons, including increases in UTA headcount, usage, or rates.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2024-10-04 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2025

Chair Christensen outlined the resolution, which gives notice and sets dates for UTA board and audit committee meetings in 2025.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

Circling back to the strategic plan minute, Jay Fox reported that bus operator staffing was previously down 18%.

8. Contracts, Disbursements and Grants

a. Contract: 5600 West Bus Route Final Design Services (WSP USA Inc.)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Ethan Ray, UTA Project Manager II.

Ray requested the board approve a \$1,878,115.36 contract with WSP USA Inc. for final design services on the 5600 West bus route.

Discussion ensued. Ray mentioned the route was originally slated to be constructed as a BRT but shifted to an express route when projected development along the route did not occur.

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

b. Contract: Mobile Trip Planning Software and Services (Transit)

Kyle Brimley, UTA IT Director, was joined by G.J. LaBonty, UTA Manager of Customer Experience.

LaBonty requested the board approve a contract with Transit for mobile trip planning software and services. The contract has a three-year base term with two additional one-year options. The total contract value for all five years is \$968,753.

Discussion ensued. Staff committed to work with the Utah Department of Transportation (UDOT) to research options for mobility as a service, which would allow customers to plan their trips from beginning to end using a single platform.

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

c. Contract: Twenty New Light Rail Vehicles (Stadler US)

David Hancock, UTA Chief Capital Services Officer, was joined by Kyle Stockley, UTA Manager of Capital Vehicles.

Stockley requested the board approve a \$129,300,194 contract with Stadler US for the purchase 20 low-floor light rail vehicles. A portion of the funding for this procurement, \$60,000,000, will come from a federal light rail vehicle replacement grant awarded to UTA. The contract includes 60 options for additional vehicles, if needed.

Discussion ensued. A question on vehicle evaluation was posed by the board and answered by staff.

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

d. Disbursement: Employee Appreciation Holiday Gift

Viola Miller was joined by Rob Lamph, UTA Comptroller, and Mary Ann Schwalbendorf, UTA Payroll Manager.

Schwalbendorf requested the board approve a disbursement valued at approximately \$597,255 to be distributed among UTA employees as a holiday appreciation gift. Each employee will receive a \$150 net distribution through UTA's payroll system. The total disbursement value also includes costs to cover payroll taxes associated with the gift. Staff will report the total actual value of the disbursement to the board when it is known.

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

9. Discussion Items

a. Capital Program Report - Third Quarter 2024

David Hancock was joined by Viola Miller, Jared Scarbrough, and Carlie Torres, UTA Project Manager II.

Staff reviewed progress on the capital program during the third quarter of 2024, including budget spenddown. They outlined upcoming budget and major project activities in the fourth quarter of 2024 and provided project updates on bus stop enhancements and operator restrooms.

Discussion ensued. Questions on capital budget management and impacts on long-term financial planning, construction industry conditions, bus shelter material selection, bus bench design, bus stop seating, and operator restroom design and amenities were posed by the board and answered by staff. Staff committed to follow up on questions regarding bus bench design and bus stop seating standards.

b. UTA Tentative to Final 2025 Budget Change Overview

Viola Miller reported on preliminary changes between the tentative and final 2025 budget.

Discussion ensued. Questions on utility adjustments, discrepancy between revenue and expense were posed by the board and answered by Miller. Miller noted the fund balance will need to be accessed to balance the budget for 2025.

10. Other Business

- a. Next Meeting: Wednesday, November 13th, 2024 at 9:00 a.m.

11. Closed Session

- a. **Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property AND Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining. He noted no discussion would take place regarding real property.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

Chair Christensen called for a recess at 10:42 a.m.

The meeting reconvened in closed session at 10:53 a.m.

12. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:18 a.m.

13. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:18 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/947923.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/328?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

Appendix A**Online Public Comment**

(Note: Online public comment was received via email and the text is copied as submitted.)

From Isaac Madsen:

This comment is for the board meeting: Looking at the agenda, I am excited to see that the 5600 West Bus is on it. I've been following this project for years as a resident who would use it. I was disappointed with others in the region to see the initially promised Bus Rapid Transit to Rail Transit to be reduced to an Express Bus, with the potential to be upgraded to a BRT or LRT. And year after year, seeing the express bus delayed again and again. While UDOT continues to build and expand Mountain View Corridor. There seems to be little progress on 5600 West from an outsider's perspective. Seeing it now on the agenda, and having time to look at the material, I am excited to see Final Design Services in the contract. If the 5600 West Bus continues to be delayed, are there any legal restrictions that prevent Mountain View Corridor's current expansions as the promised transit alternative has not been provided? I understand that per a Federal Register document from 2020, UDOT will not proceed with Phase 2 Roadway improvements, but is UDOT legally restricted until the transit alternative is provided? If the 5600 West Bus comes to fruition by the currently expected date of 2028. What is the likelihood that the bus would continue to evolve into a BRT or LRT as initially promised within the next ten years of the 2028 date? Is there a chance that an upgrade could be completed by the 2034 Olympic and Paralympic Games? Does UTA have a long-term vision that the 5600 West Bus would become Light Rail?

From George Chapman:

I use the bus often but it would be safer if the bus stops were more appropriately placed. Bus stops can create safety issues if not correctly placed. One of the best examples is the 205 going south bus stop that is across the street from the new Granite Library. I have seen kids run across the street to catch the 205 bus and the 33 bus going east! They have come close to being hit. The bus stops for 205 going north should be in front of the Library (away from the corner unless you can get the County to cut into the sidewalk) since UTA should not block traffic at a light on a 2 lane road. The 205 going south bus stop needs to move much closer to the light and corner to enhance safety and stop kids from running across the street. The 33 bus stop should be in front of the Library not across the street. A kid is going to get hit with the way UTA set up that corner's bus stops. A group of kids that often run across the street to catch the bus, if hit by a car, would be even worse but it is possible. Bus stops on the 209 line should be placed where the traffic is greatest. UTA relocated the 21 bus going east to stop at 2100 S 900 E at Smiths which is the big rider draw. That was a great idea. Other large stores need the same relocation or work. The 209 going south bus stop at the Smiths on 800 S should also be relocated closer to the Smiths entrance. There is even a curb indent at the entrance that could provide a great temporary parking for bus timing.

The Walmart at 900 East bus stop (for 209 going north) should be modified with Walmart to allow a wheelchair to get to the stop from the parking lot. Wheelchairs now have to go to the drive entrance well north of that stop and there is a big safety issue with cars entering the parking lot. A wheelchair rider being hit by a car entering the parking lot while trying to get to the bus is an obvious danger.

I still think that Fairmont Park needs a bus stop next to it on both sides. Many more use Fairmont Park than the Golf Course.

And finally, about 30 years ago (I started riding the bus in 1970), on the 209 bus going north, UTA relocated the bus stop from a nice shaded area to a spot much closer to the next stop north. It had a tree for shade. That tree by the 3100 S Church was cut down and I strongly urge UTA to relocate the stop south (making it halfway between adjacent stops north and south and where it was 30 years ago) to just south of the crosswalk put in a couple of years ago (on Angelina). That would provide appropriate shade. And the 209 going north at the 900 E Stratford stop, needs shade desperately. The ramp that was put in helped riders but it sure is skinny for wheelchairs. That spot needs some kind of cheap shade, not a full 3 sided shelter. I know that SLC has a bad habit of cutting trees on park strips that provide shade. That is not UTA's fault but UTA should step up and provide some kind of cheap semi permanent shade. Again, that is a safety issue in the heat. A rider experiencing heat stroke waiting in the record breaking heat is the last thing UTA wants.

I know Michael Allegra, years before he retired, said that a monkey could do bus stops. I disagreed then and now. These are important safety issues.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 11/13/2024

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

TITLE:

Executive Director Report

- Recognition - UTA and Clearfield City Station Area Planning Award

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- Recognition - UTA and Clearfield City Station Area Planning Award from the American Planning Association (APA), Utah Chapter - presented by Jay Fox and Beth Holbrook



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

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

TITLE:

Strategic Plan Minute: Moving Utahns to a Better Quality of Life - Establish TRAX Modernization Plan

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

At the end of 2022, UTA adopted its 2022-2030 Strategic Goals and Objectives. The strategic minute provides an update on one of the five UTA strategic initiatives - Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

DISCUSSION:

Our Quality-of-Life Strategic priority focuses on both access to our system as well as improving our environmental impact. The Executive Team had a strategic initiative called Establish TRAX Modernization Plan. This initiative owner is our Capital Services team. The Plan is focused on modernizing and optimizing our system. There is intentional work centered around enhancing reliability, accessibility and improved flow through Salt Lake City and to the SLC airport.

The discussion will highlight our achievements around two critical milestones in the TRAX modernization plan.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

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

TITLE:

Financial Report - September 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The September 2024 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the September 2024 Monthly Financial Statements.

DISCUSSION:

At the November 13, 2024, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. There will also be a review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- September 2024 Board Dashboard
- September 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: Sep 30, 2024

Financial Metrics										
	Sep Actual	Sep Budget	Fav / (Unfav)		%	YTD Actual	YTD Budget	Fav / (Unfav)		%
Sales Tax (Aug '24 mm \$)	\$ 39.8	\$ 42.7	\$ (2.87)		-6.7%	\$ 322.1	\$ 318.2	\$ 3.97		1.2%
Fare Revenue (mm)	\$ 3.4	\$ 3.6	\$ (0.21)		-5.9%	\$ 29.8	\$ 27.6	\$ 2.20		8.0%
Operating Exp (mm)	\$ 35.3	\$ 35.5	\$ 0.22		0.6%	\$ 308.6	\$ 317.6	\$ 9.07		2.9%
Subsidy Per Rider (SPR)	\$ 8.54	\$ 9.66	\$ 1.12		11.6%	\$ 9.25	\$ 10.78	\$ 1.53		14.2%
UTA Diesel Price (\$/gal)	\$ 2.59	\$ 4.03	\$ 1.44		35.8%	\$ 2.64	\$ 4.03	\$ 1.39		34.6%
Operating Metrics										
	Sep Actual	Sep-23	F / (UF)		%	YTD Actual	YTD 2023	F / (UF)		%
Ridership (mm)	3.74	3.42	0.3		9.3%	30.13	25.77	4.4		16.9%
Energy Cost by Type (Monthly Avg YTD)										
	Diesel Bus (Cost per Mile)					\$ 0.54				
	Diesel CR (Cost per Mile)					\$ 4.69				
	Unleaded Gas (Cost per Mile)					\$ 0.39				
	CNG (Cost per Mile)					\$ 0.37				
	Bus Propulsion Power (Cost per Mile)					\$ 0.59				
	TRAX Propulsion Power (Cost per Mile)					\$ 0.83				

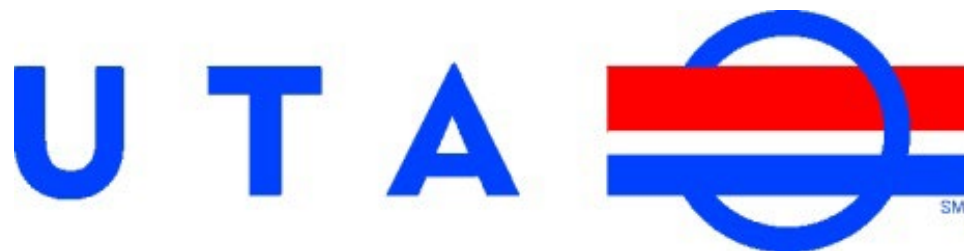
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

September 30, 2024



	2024 YTD ACTUAL	2024 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (31,365,668)	\$ (29,415,294)	\$ 1,950,374	7%
2 Operating Expenses	308,576,991	317,644,354	9,067,363	3%
3 Net Operating Income (Loss)	<u>(277,211,323)</u>	<u>(288,229,060)</u>	<u>11,017,737</u>	<u>4%</u>
4 Capital Revenue	(22,660,006)	(86,268,000)	(63,607,994)	-74%
5 Capital Expenses	106,901,448	183,444,000	76,542,552	42%
6 Net Capital Income (Loss)	<u>(84,241,441)</u>	<u>(97,176,000)</u>	<u>12,934,559</u>	<u>13%</u>
7 Sales Tax	(368,450,155)	(364,313,634)	4,136,521	1%
8 Other Revenue	(98,287,427)	(79,018,750)	19,268,677	24%
9 Debt Service	66,511,448	62,512,326	(3,999,122)	-6%
10 Sale of Assets	(801,714)	-	801,714	
11 Net Non-Operating Income (Loss)	<u>401,027,848</u>	<u>380,820,058</u>	<u>20,207,790</u>	<u>5%</u>
12 Contribution to Cash Balance	<u>\$ 39,575,083</u>	<u>\$ (4,585,003)</u>	<u>\$ 44,160,086</u>	<u>-963%</u>
13 Amortization	7,430,244			
14 Depreciation	110,430,607			
15 Total Non-cash Items	<u>\$ 117,860,851</u>			

STATISTICS

RIDERSHIP

2023 YE Actual	Sep 2024	Sep 2023	Difference	2024 YTD	2023 YTD	Difference
16 35,059,930	3,738,639	3,420,858	317,781	30,132,108	35,059,930	(4,927,822)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 308,576,991
18 Less: Passenger Revenue	- (29,811,168)
19 Subtotal	278,765,823
20 Divided by: Ridership	÷ 30,132,108
21 Subsidy per Rider	<u>\$ 9.25</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of September 30, 2024

BALANCE SHEET

	9/30/2024	9/30/2023	Change September
CURRENT ASSETS			
1 Cash	\$ 43,095,188	\$ 15,463,968	179%
2 Investments (Unrestricted)	409,533,990	524,313,847	-22%
3 Investments (Restricted)	148,442,075	123,937,662	20%
4 Receivables	127,603,157	139,365,454	-8%
5 Receivables - Federal Grants	708,073	3,872,754	-82%
6 Inventories	47,086,539	42,539,791	11%
7 Prepaid Expenses	2,887,266	1,307,931	121%
8 TOTAL CURRENT ASSETS	\$ 779,356,288	\$ 850,801,407	
9 Property, Plant & Equipment (Net)	2,932,969,971	2,923,696,259	0%
10 Other Assets	127,866,265	192,640,203	-34%
11 TOTAL ASSETS	\$ 3,840,192,523	\$ 3,967,137,869	
12 Current Liabilities	175,040,439	69,740,875	151%
14 Net Pension Liability	142,283,669	166,224,640	-14%
15 Outstanding Debt	2,335,934,193	2,336,007,145	0%
16 Net Investment in Capital Assets	760,900,552	782,154,212	-3%
17 Restricted Net Position	83,985,809	95,091,624	-12%
18 Unrestricted Net Position	342,047,861	517,919,373	-34%
19 TOTAL LIABILITIES & EQUITY	\$ 3,840,192,523	\$ 3,967,137,869	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	65	\$ 31,752	-100%
21 2019 Bond Proceeds	714,478	679,679	5%
22 Debt Service Interest Payable	52,630,948	53,590,479	-2%
23 Risk Contingency Fund	8,260,610	8,128,730	2%
24 Catastrophic Risk Reserve Fund	1,153,371	1,124,701	3%
25 Box Elder County ROW (sales tax)	-	3,278,330	-100%
26 Utah County 4th Qtr (sales tax)	22,516,621	14,136,812	59%
27 Amounts held in escrow	62,796,039	42,967,179	46%
28 TOTAL RESTRICTED RESERVES	\$ 148,072,131	\$ 123,937,662	
DESIGNATED GENERAL AND CAPITAL RESERVES			
29 General Reserves	72,100,000	72,100,000	
30 Service Sustainability Reserves	12,017,000	12,017,000	
31 Capital Reserve	46,541,000	46,541,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 160,658,000	\$ 160,658,000	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 308,730,131	\$ 284,595,662	

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of September 30, 2024

REVENUE & EXPENSES

	ACTUAL Sep-24	ACTUAL Sep-23	YTD 2024	YTD 2023
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,365,615)	\$ (3,264,483)	\$ (29,811,168)	\$ (27,037,782)
2 Advertising Revenue	(179,167)	(15,000)	(1,554,500)	(1,653,500)
3 TOTAL OPERATING REVENUE	\$ (3,544,781)	\$ (3,279,483)	\$ (31,365,668)	\$ (28,691,282)
OPERATING EXPENSE				
4 Bus Service	\$ 12,885,043	\$ 11,999,483	\$ 108,264,010	\$ 99,534,452
5 Commuter Rail	2,620,521	2,813,262	22,602,181	22,102,563
6 Light Rail	3,938,687	3,737,735	35,042,133	32,992,500
7 Maintenance of Way	1,687,100	1,814,667	15,824,589	15,337,358
8 Paratransit Service	2,853,393	2,681,701	23,129,583	20,923,232
9 RideShare/Van Pool Services	196,381	312,687	2,305,374	2,512,116
10 Microtransit	1,184,302	526,574	7,178,513	5,581,215
11 Operations Support	5,319,430	5,315,784	48,611,201	48,727,555
12 Administration	4,617,368	5,497,826	40,062,116	38,971,291
13 Non-Departmental	-	-	5,557,291	-
14 TOTAL OPERATING EXPENSE	\$ 35,302,226	\$ 34,699,719	\$ 308,576,991	\$ 286,682,282
15 NET OPERATING (INCOME) LOSS	\$ 31,757,444	\$ 31,420,236	\$ 277,211,323	\$ 257,991,000
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(2,051,542)	(2,144,502)	(50,186,787)	(25,970,136)
17 Sales Tax Revenue ¹	(47,516,220)	(43,468,498)	(368,450,155)	(359,394,908)
18 Other Revenue	(3,554,535)	(1,263,468)	(10,110,588)	(8,586,275)
19 Fed Operations/Preventative Maint. Revenue	(33,010,013)	(1,900,780)	(37,990,053)	(59,520,330)
20 Bond Interest	6,069,913	6,150,297	60,515,372	55,896,045
21 Bond Interest UTCT	148,357	148,357	1,335,214	1,335,214
22 Bond Cost of Issuance/Fees	1,078,845	-	2,161,921	89,250
23 Lease Interest	443,276	292,223	2,498,942	2,502,212
24 Sale of Assets	(8,555)	(5,322)	(801,714)	5,138,893
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (78,400,473)	\$ (42,191,693)	\$ (401,027,848)	\$ (388,510,035)
26 CONTRIBUTION TO RESERVES	\$ 46,643,029	\$ 10,771,457	\$ 123,816,524	\$ 130,519,035
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(334,646)	(3,096,420)	(3,072,286)
28 Bond Refunding Cost Amortization	1,102,053	1,242,599	9,918,479	24,183,386
29 Future Revenue Cost Amortization	67,576	67,577	608,185	608,186
30 Depreciation	12,285,790	11,990,032	110,430,607	104,206,699
31 NET OTHER EXPENSES (NON-CASH)	\$ 13,111,372	\$ 12,965,562	\$ 117,860,851	\$ 125,925,985

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-4

As of September 30, 2024

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Sep-24	Sep-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,365,615)	\$ (3,575,387)	\$ (209,772)	-6%
2 Advertising Revenue	(179,167)	(200,000)	(20,833)	-10%
3 TOTAL OPERATING REVENUE	\$ (3,544,781)	\$ (3,775,387)	\$ (230,606)	-6%
OPERATING EXPENSE				
4 Bus Service	\$ 12,885,043	11,920,569	\$ (964,474)	-8%
5 Commuter Rail	2,620,521	2,732,336	111,815	4%
6 Light Rail	3,938,687	4,038,267	99,580	2%
7 Maintenance of Way	1,687,100	1,820,062	132,961	7%
8 Paratransit Service	2,853,393	2,455,459	(397,934)	-16%
9 RideShare/Van Pool Services	196,381	334,294	137,913	41%
10 Microtransit	1,184,302	1,079,048	(105,254)	-10%
11 Operations Support	5,319,430	5,544,156	224,726	4%
12 Administration	4,617,368	5,553,422	936,054	17%
13 Non-Departmental	-	45,500	45,500	100%
14 TOTAL OPERATING EXPENSE	\$ 35,302,226	\$ 35,523,113	\$ 220,887	1%
15 NET OPERATING (INCOME) LOSS	\$ 31,757,444	\$ 31,747,726	\$ (9,719)	0%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (2,051,542)	\$ (468,750)	\$ 1,582,792	338%
17 Sales Tax Revenue	(47,516,220)	(46,162,859)	1,353,362	3%
18 Other Revenue	(3,554,535)	(1,200,000)	2,354,535	196%
19 Fed Operations/Preventative Maint. Revenue	(33,010,013)	(8,000,000)	25,010,013	313%
20 Bond Interest	6,069,913	6,542,537	472,624	7%
21 Bond Interest UTCT	148,357	144,141	(4,216)	-3%
22 Bond Cost of Issuance/Fees	1,078,845	4,500	(1,074,345)	-23874%
23 Lease Interest	443,276	237,592	(205,684)	-87%
24 Sale of Assets	(8,555)	-	8,555	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (78,400,473)	\$ (48,902,838)	\$ 29,497,635	60%
26 CONTRIBUTION TO RESERVES	\$ 46,643,029	\$ 17,155,112		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)

EXHIBIT 1-4A

As of September 30, 2024

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Sep-24	Sep-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 247,394	\$ 280,866	\$ 33,472	12%
2 Executive Director	357,796	561,972	204,176	36%
3 Chief Communication Officer	193,465	409,496	216,031	53%
4 Chief Planning and Engagement Off.	1,865,292	1,931,730	66,438	3%
5 Chief Finance Officer	1,621,664	1,733,032	111,368	6%
6 Chief Operating Officer	27,455,153	26,505,478	(949,675)	-4%
7 Chief People Officer	991,192	1,001,551	10,359	1%
8 Chief Development Officer	663,826	629,196	(34,630)	-6%
9 Chief Enterprise Strategy Officer	1,906,444	2,424,292	517,848	21%
10 Non-Departmental	-	45,500	45,500	100%
11 TOTAL OPERATING EXPENSE	<u>\$ 35,302,226</u>	<u>\$ 35,523,113</u>	<u>\$ 220,887</u>	1%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Sep-24	Sep-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 2,283,307	\$ 2,527,795	\$ 244,488	10%
13 Executive Director	4,800,808	4,837,186	36,378	1%
14 Chief Communication Officer	1,972,362	3,208,842	1,236,480	39%
15 Chief Planning and Engagement Off.	14,228,246	17,341,322	3,113,076	18%
16 Chief Finance Officer	11,514,386	15,234,204	3,719,818	24%
17 Chief Operating Officer	235,515,603	238,863,324	3,347,721	1%
18 Chief People Officer	9,601,847	9,003,528	(598,319)	-7%
19 Chief Development Officer	5,013,088	5,655,309	642,221	11%
20 Chief Enterprise Strategy Officer	18,060,052	20,631,844	2,571,792	12%
21 Non-Departmental	5,557,291	5,898,291	341,000	6%
22 TOTAL OPERATING EXPENSE	<u>\$ 308,546,990</u>	<u>\$ 323,201,645</u>	<u>\$ 14,654,655</u>	5%

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of September 30, 2024

YEAR TO DATE

	ACTUAL Sep-24	BUDGET Sep-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (29,811,168)	\$ (27,615,294)	\$ 2,195,874	8%
2 Advertising Revenue	(1,554,500)	(1,800,000)	(245,500)	-14%
3 TOTAL OPERATING REVENUE	\$ (31,365,668)	\$ (29,415,294)	\$ 1,950,374	7%
OPERATING EXPENSE				
4 Bus Service	\$ 108,264,010	\$ 107,403,447	\$ (860,563)	-1%
5 Commuter Rail	22,602,181	24,506,683	1,904,502	8%
6 Light Rail	35,042,133	36,251,713	1,209,580	3%
7 Maintenance of Way	15,824,589	16,099,114	274,526	2%
8 Paratransit Service	23,129,583	21,783,445	(1,346,138)	-6%
9 RideShare/Van Pool Services	2,305,374	3,008,655	703,281	23%
10 Microtransit	7,178,513	9,711,469	2,532,956	26%
11 Operations Support	48,611,201	48,461,860	(149,341)	0%
12 Administration	40,062,116	50,076,968	10,014,852	20%
13 Non-Departmental	5,557,291	341,000	(5,216,291)	-1530%
14 TOTAL OPERATING EXPENSE	\$ 308,576,991	\$ 317,644,354	\$ 9,067,363	3%
15 NET OPERATING (INCOME) LOSS	\$ 277,211,323	\$ 288,229,060	\$ 11,017,737	4%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (50,186,787)	\$ (4,218,750)	\$ 45,968,037	1090%
17 Sales Tax Revenue	(368,450,155)	(364,313,634)	4,136,521	1%
18 Other Revenue	(10,110,588)	(10,800,000)	(689,412)	-6%
19 Fed Operations/Preventative Maint. Revenue	(37,990,053)	(64,000,000)	(26,009,947)	-41%
20 Bond Interest	60,515,372	59,026,977	(1,488,395)	-3%
21 Bond Interest UTCT	1,335,214	1,297,269	(37,945)	-3%
22 Bond Cost of Issuance/Fees	2,161,921	49,750	(2,112,171)	-4246%
23 Lease Interest	2,498,942	2,138,331	(360,611)	-17%
24 Sale of Assets	(801,714)	-	801,714	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (401,027,848)	\$ (380,820,058)	\$ 20,207,790	5%
26 CONTRIBUTION TO RESERVES	\$ 123,816,524	\$ 92,590,997		

CAPITAL PROJECTS
(UNAUDITED)
As of September 30, 2024

EXHIBIT 1-6

	2024 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	33,714,190.25	\$ 56,950,000	59.2%
2 INFORMATION TECHNOLOGY	12,555,778.89	21,515,000	58.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	5,395,200.38	15,768,000	34.2%
4 CAPITAL PROJECTS	36,469,054.67	88,148,000	41.4%
5 STATE OF GOOD REPAIR	18,137,609.24	55,611,000	32.6%
6 DEPOT DISTRICT	69,226.48	1,000,000	6.9%
7 OGDEN/WEBER STATE BRT	2,370,348.33	5,600,000	42.3%
8 TIGER	(1,809,960.56)	0	0.0%
9 TOTAL	<u>\$ 106,901,448</u>	<u>\$ 244,592,000</u>	43.7%
REVENUES			
10 GRANT	\$ 13,779,363	\$ 59,152,000	23.3%
11 STATE CONTRIBUTION	8,155,170	13,447,000	60.6%
12 LEASES (PAID TO DATE)		27,234,000	0.0%
13 BONDS		6,330,000	0.0%
14 LOCAL PARTNERS	725,473.33	8,861,000	8.2%
15 UTA FUNDING	84,241,441	129,568,000	65.0%
16 TOTAL	<u>\$ 106,901,448</u>	<u>\$ 244,592,000</u>	43.7%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of September 30, 2024

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Sep-24	Sep-23	2024	2023
UTA				
Fully Allocated Costs	35,302,226	34,699,718	308,576,991	386,264,507
Passenger Farebox Revenue	3,365,615	3,264,483	29,811,168	35,418,223
Passengers	3,738,639	3,420,858	30,132,108	35,059,930
Farebox Recovery Ratio	9.5%	9.4%	9.7%	9.2%
Actual Subsidy per Rider	\$8.54	\$9.19	\$9.25	\$10.01
BUS SERVICE				
Fully Allocated Costs	17,839,152	17,313,422	155,396,752	191,933,556
Passenger Farebox Revenue	1,421,975	1,516,073	12,226,039	15,916,727
Passengers	1,836,831	1,712,290	14,675,386	17,945,987
Farebox Recovery Ratio	8.0%	8.8%	7.9%	8.3%
Actual Subsidy per Rider	\$8.94	\$9.23	\$9.76	\$9.81
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,613,986	8,059,395	70,179,500	91,179,844
Passenger Farebox Revenue	754,076	812,208	6,377,067	7,745,166
Passengers	1,286,902	1,137,038	10,374,294	11,043,721
Farebox Recovery Ratio	9.9%	10.1%	9.1%	8.5%
Actual Subsidy per Rider	\$5.33	\$6.37	\$6.15	\$7.55
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,943,874	5,193,042	44,043,475	56,810,776
Passenger Farebox Revenue	471,915	539,380	4,154,391	5,139,237
Passengers	388,074	371,172	3,075,668	3,736,620
Farebox Recovery Ratio	9.5%	10.4%	9.4%	9.0%
Actual Subsidy per Rider	\$11.52	\$12.54	\$12.97	\$13.83
MICROTRANSIT				
Fully Allocated Costs	1,306,327	612,929	8,331,930	8,187,540
Passenger Farebox Revenue	54,218	51,030	420,887	524,265
Passengers	50,196	37,425	417,105	415,010
Farebox Recovery Ratio	4.2%	8.3%	5.1%	6.4%
Actual Subsidy per Rider	\$24.94	\$15.01	\$18.97	\$18.47
PARATRANSIT				
Fully Allocated Costs	2,996,329	2,853,839	24,630,482	30,906,834
Passenger Farebox Revenue	339,831	37,340	3,703,048	2,368,852
Passengers	84,400	77,484	743,097	885,469
Farebox Recovery Ratio	11.3%	1.3%	15.0%	7.7%
Actual Subsidy per Rider	\$31.48	\$36.35	\$28.16	\$32.23
RIDESHARE				
Fully Allocated Costs	602,557	667,091	5,994,853	7,245,957
Passenger Farebox Revenue	323,601	308,452	2,929,737	3,723,976
Passengers	92,236	85,449	846,558	1,033,123
Farebox Recovery Ratio	53.7%	46.2%	48.9%	51.4%
Actual Subsidy per Rider	\$3.02	\$4.20	\$3.62	\$3.41

FAREBOX RECOVERY & SPR
(UNAUDITED)

EXHIBIT 1-8

As of September 30, 2024

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Sep-24	Sep-23	2024	2023
FULLY ALLOCATED COSTS				
Bus Service	\$17,839,152	\$17,313,422	\$155,396,752	\$191,933,556
Light Rail Service	\$7,613,986	\$8,059,395	\$70,179,500	\$91,179,844
Commuter Rail Service	\$4,943,874	\$5,193,042	\$44,043,475	\$56,810,776
Microtransit	\$1,306,327	\$612,929	\$8,331,930	\$8,187,540
Paratransit	\$2,996,329	\$2,853,839	\$24,630,482	\$30,906,834
Rideshare	\$602,557	\$667,091	\$5,994,853	\$7,245,957
UTA	\$35,302,226	\$34,699,718	\$308,576,991	\$386,264,507
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,421,975	\$1,516,073	\$12,226,039	\$15,916,727
Light Rail Service	\$754,076	\$812,208	\$6,377,067	\$7,745,166
Commuter Rail Service	\$471,915	\$539,380	\$4,154,391	\$5,139,237
Microtransit	\$54,218	\$51,030	\$420,887	\$524,265
Paratransit	\$339,831	\$37,340	\$3,703,048	\$2,368,852
Rideshare	\$323,601	\$308,452	\$2,929,737	\$3,723,976
UTA	\$3,365,615	\$3,264,483	\$29,811,168	\$35,418,223
PASSENGERS				
Bus Service	1,836,831	1,712,290	14,675,386	17,945,987
Light Rail Service	1,286,902	1,137,038	10,374,294	11,043,721
Commuter Rail Service	388,074	371,172	3,075,668	3,736,620
Microtransit	50,196	37,425	417,105	415,010
Paratransit	84,400	77,484	743,097	885,469
Rideshare	92,236	85,449	846,558	1,033,123
UTA	3,738,639	3,420,858	30,132,108	35,059,930
FAREBOX RECOVERY RATIO				
Bus Service	8.0%	8.8%	7.9%	8.3%
Light Rail Service	9.9%	10.1%	9.1%	8.5%
Commuter Rail Service	9.5%	10.4%	9.4%	9.0%
Microtransit	4.2%	8.3%	5.1%	6.4%
Paratransit	11.3%	1.3%	15.0%	7.7%
Rideshare	53.7%	46.2%	48.9%	51.4%
UTA	9.5%	9.4%	9.7%	9.2%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$8.94	\$9.23	\$9.76	\$9.81
Light Rail Service	\$5.33	\$6.37	\$6.15	\$7.55
Commuter Rail Service	\$11.52	\$12.54	\$12.97	\$13.83
Microtransit	\$24.94	\$15.01	\$18.97	\$18.47
Paratransit	\$31.48	\$36.35	\$28.16	\$32.23
Rideshare	\$3.02	\$4.20	\$3.62	\$3.41
UTA	\$8.54	\$9.19	\$9.25	\$10.01

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of September 30, 2024

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government ¹	\$ 708,073	\$ 708,073	-	-	-	-
2 Sales Tax Contributions	86,175,489	39,460,517	\$ 46,714,972	-	-	-
3 Warranty Recovery	1,867,021	1,867,021	-	-	-	-
4 Build America Bond Subsidies	4,995,670	-	785,525	\$ 785,525	\$ 785,525	\$ 2,639,095
5 Product Sales and Development	3,205,302	905,115	1,116,375	12,202	12,202	1,159,409
6 Pass Sales	93,811	162,165	-	56,298	56,298	(180,949)
7 Property Management	92,988	72,276	2,781	3,076	3,076	11,779
8 Vanpool/Rideshare	207,395	103,164	52,863	21,398	21,398	8,572
9 Salt Lake City Agreement	1,118,157	1,118,157	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreement:	19,685,619	6,532,508	-	-	-	13,153,111
12 Other	78,109,667	1,006,979	203	(292,404)	(292,404)	351,615
13 Total	\$ 196,259,192	\$ 51,935,975	\$ 48,672,719	\$ 586,094	\$ 586,094	\$ 17,142,632

Percentage Due by Aging

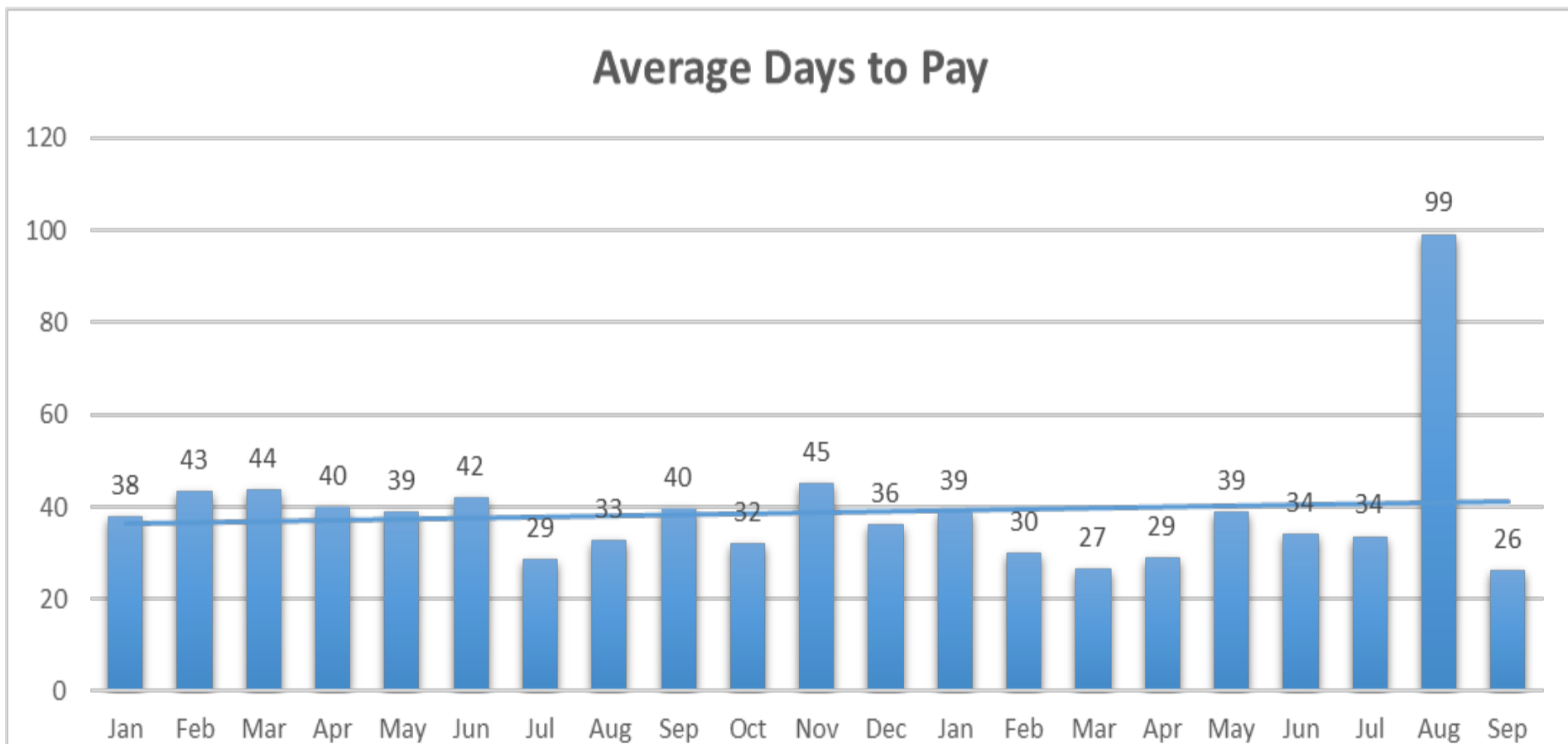
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	45.8%	54.2%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	15.7%	15.7%	15.7%	52.8%
18 Product Sales and Development	28.2%	34.8%	0.4%	0.4%	36.2%
19 Pass Sales	172.9%	0.0%	60.0%	60.0%	-192.9%
20 Property Management	77.7%	3.0%	3.3%	3.3%	12.7%
21 Vanpool/Rideshare	49.7%	25.5%	10.3%	10.3%	4.1%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	33.2%	0.0%	0.0%	0.0%	66.8%
25 Other	1.3%	0.0%	-0.4%	-0.4%	0.5%
26 Total	26.5%	24.8%	0.3%	0.3%	8.7%

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM Aug 1, 2024 THROUGH Aug 31, 2024
 (UNAUDITED)

EXHIBIT 1-10

Contract # and Description	Contract Date	Vendor	Check #	Date	Check Total
00223632 MANAGEMENT SERVICES CONSULTANT	4/14/2023	AECOM Technical Services, Inc.	900951	9/4/2024	(213,951.94)
00203378 TPSS UPGRADE/REHAB	8/23/2021	C3M Power Systems LLC	900955	9/4/2024	(831,876.01)
02003267 OGX Bus order NTP 2	4/29/2021	GILLIG CORPORATION	900956	9/4/2024	(713,630.00)
02003267 OGX Bus order NTP 2	4/29/2021	GILLIG CORPORATION	900956	9/4/2024	(281,250.00)
02003267 OGX Bus order NTP 2	4/29/2021	GILLIG CORPORATION	900956	9/4/2024	(356,815.00)
02003267 OGX Bus order NTP 2	4/29/2021	GILLIG CORPORATION	900956	9/4/2024	(356,815.00)
R2024-02-02 Pension Contribution	2/14/2024	Cambridge Associates, LLC.	385184	9/5/2024	(1,228,829.84)
R2024-02-02 INCOME TAX	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	385216	9/5/2024	(333,483.63)
1072863 DSPD	9/11/2024	Dept of Health and Human Servi	901024	9/11/2024	(219,908.24)
00203399 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	901029	9/11/2024	(498,344.16)
02033992 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	901029	9/11/2024	(213,845.57)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(434,525.00)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(1,722,880.25)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(385,336.00)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(224,712.06)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(716,327.00)
00203349 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901030	9/11/2024	(259,040.00)
R2024-02-02 UTILITIES	4/26/2023	ROCKY MOUNTAIN POWER	385281	9/11/2024	(489,479.12)
01135255 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901098	9/18/2024	(332,276.00)
01135720 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901098	9/18/2024	(273,834.00)
R2024-02-02 Pension Contribution	2/14/2024	Cambridge Associates, LLC.	385475	9/19/2024	(1,271,655.81)
R2024-02-02 INCOME TAX	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	385504	9/19/2024	(347,576.33)
01903143 PARA SERVICE SOUTH	6/2/2020	UNITED WAY COMMUNITY SERV	901190	9/25/2024	(209,786.24)
02403867 SGR Network Equipment	6/16/2024	CVE Technologies Group, Inc.	901191	9/25/2024	(381,786.04)
00243813 TRAX Platform in South Jordan	5/8/2024	PAULSEN CONSTRUCTION, INC.	901193	9/25/2024	(447,475.00)
01135494 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901194	9/25/2024	(324,236.00)
01135717 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901194	9/25/2024	(309,677.00)
00203349 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	901194	9/25/2024	(636,274.00)
02403817 HR system	1/10/2024	Workday Inc	385566	9/25/2024	(685,305.00)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Brian Reeves, Associate Chief Financial Officer

TITLE:

Investment Report - Third Quarter 2024

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

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

DISCUSSION:

As of September 30, 2024, the benchmark return (Fed Fund Rate) was 5.16%. Investment returns in the State of Utah's Public Treasurer's Investment Fund (PTIF) 5.39 %, and Zions Corporate Trust 5.39% were above the benchmark. Chandler Asset Management 4.20% and the overnight account at Zions Bank 4.75% did not exceed the benchmark return.

The blended portfolio return rate for the quarter was 4.81%, which did not exceed the benchmark rate due to long term investment strategy and the increased interest rate environment we are currently experiencing.

All investments are in accordance with the Utah State Money Management Act, Section 51, Chapter 7, Utah

Code annotated.

ALTERNATIVES:

Utah Transit Authority could increase investments in the Chandler Investment Portfolio and extend the duration further than five years to potentially seek higher returns. However, that strategy would forego the current advantages of the shorter duration and higher return portfolios like PTIF, and the overnight investment rate at Zions Bank. Additionally, it would increase the liquidity risk by extending the portfolio duration, which is contrary to the Corporate Policy No. 3.1.4 Investments.

FISCAL IMPACT:

Investment earnings for UTA in the third quarter of 2024 was \$5,091,597, and year to date earnings for 2024 was \$16,654,982.

ATTACHMENTS:

Investment Report

Utah Transit Authority
Investment Portfolio
September 30, 2024

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield	Quarter Earnings
Public Treasurer's Investment Fund		\$ 199,838,646			5.39%	\$ 2,596,666
Chandler Asset Management		240,971,896			4.20%	\$ 1,361,473
Zions Corporate Trust		53,462,616			5.39%	\$ 932,648
Zions Bank		37,069,735			4.75%	\$ 200,810
Total Investments		<u>\$ 494,273,158</u>			<u>4.81%</u>	<u>\$ 5,091,597</u>

Rates as of Last Trading Day of

	July	August	September
Public Treasurer's Investment Fund	5.43%	5.41%	5.32%
Chandler Asset Management	4.47%	4.22%	3.93%
Zions Bank	4.94%	4.81%	4.49%
Zions Corporate Trust	5.43%	5.41%	5.32%
Fed Funds Rate	5.33%	5.33%	4.83%
3 Month T-Bill	5.15%	4.98%	4.52%

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

Securities Purchased Outside of Investment Portfolio
07/01/2024-09/30/2024

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

Securities Sold Outside of Investment Portfolio
07/01/2024-09/30/2024

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Office
PRESENTER(S): Alisha Garrett, Chief Enterprise Strategy Office
Heather Barnum, Chief Communications Officer

TITLE:

UTA Strategic Plan Performance Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

In December 2022 the Board of Trustees adopted the 2022-2030 Agency Strategic Plan which sets the Agency mission and vision. The Plan encompasses the following five strategic priorities: Moving Utahns to a Better Quality of Life, Exceeding Customer Expectations, Achieving Organizational Excellence, Building Community Support and Generating Economic Return. Each of these priorities has goals and desired outcomes associated with them.

DISCUSSION:

A performance report on UTA's Strategic Plan will be presented at the Board meeting. This will be the second performance report on the Strategic Plan since its adoption. Information contained within this report reflects on UTA's achievements and performance year to date in 2024 in relation to each of the strategic priorities and their associated goals and objectives. This report also contains high level annual operational goals set by the Executive Team to continue to activate the Agency plan.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Joy Kapos, Acting Chief People Officer
PRESENTER(S): Joy Kapos, Acting Chief People Officer
Ann Green-Barton, Director of Total Rewards

TITLE:

R2024-11-01 -Resolution Setting Compensation for District Officers & Employees

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt resolution R2024-11-01 which authorizes a third revision to compensation for district officers and administrative employees for 2024 and authorizes parameters that allow management to place jobs within the compensation structure as presented.

BACKGROUND:

One of the duties of the Board of Trustees is to fix the compensation of all district officers and employees by resolution (Utah Code §17B-2a-810; UTA Bylaws Article II, Section 7; and Board Policy 1.3 (III)(C)(1)).

The compensation resolution sets compensation for all district officers and administrative employees and proposes to update the 2024 Salary Structure with additional jobs.

DISCUSSION:

In March, April, and July 2024, the Board of Trustees adopted the 2024 Salary Structure as part of resolution R2024-03-05, R2024-04-02, and R2024-07-02. The Resolution included parameters that authorizes the Executive Director and Chief People Officer to place jobs within the compensation structure.

Since the resolution was adopted, an additional job is being proposed to be added to the structure that does not meet those qualifications. The newly proposed position repurposes existing headcount and has funds available in the adopted 2024 Operating Budget.

The job added to the structure is listed below:

- Data Analyst Supervisor (SU3055)
-

ALTERNATIVES:

If the current resolution is not adopted, UTA would not be able to fill certain positions that are not included in the salary structure.

FISCAL IMPACT:

This resolution does not increase approved headcount or existing budget authority. The proposed position is a result of job reorganization and are included in UTA's 2024 Operating Budget.

ATTACHMENTS:

Resolution R2024-11-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY SETTING COMPENSATION FOR DISTRICT OFFICERS AND
ADMINISTRATION EMPLOYEES**

R2024-11-01

November 13, 2024

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

WHEREAS, the Act requires the Board of Trustees (“Board”) of the Authority to fix the compensation of all district officers and employees, excluding the Board of Trustees whose compensation is fixed by the Local Advisory Council; and

WHEREAS, the Board most recently approved a revised Administration Compensation Structure in Resolution R2024-07-02 on July 31, 2024; and

WHEREAS, the Board desires to revise the Administration Compensation Structure to add jobs necessary for the administration of the Authority; and

WHEREAS, the Board desires to establish parameters to authorize placement of additional jobs within the compensation structure; and

WHEREAS, the Board desires to set compensation for all district officers and employees, including these additional jobs, excluding the Board of Trustees, as required by the Act; and

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

1. That the Board hereby sets the compensation of all district officers and administration employees, excluding the Board of Trustees, as set forth in the compensation structure attached as Exhibit A, titled “2024 Third Revised UTA Administration Compensation Structure”.
2. That Resolution R2024-07-02 is superseded by this action.
3. That the Board authorizes the Executive Director and Chief People Officer to place additional jobs within the compensation structure attached as Exhibit A under the following parameters:
 - a. Addition of a new job that has been authorized by the Board in an approved budget, including an amended budget or technical budget adjustment; or

R2024-11-01

1

- b. Adjustment of an existing job that has changed more than 50% as determined by a "New Job Test" defined in Corporate Policy 6.7.2.1 Administrative Job Evaluation, Job Recruitment, and Job Reassignment. This would not include the reassignment of a position to a "New Job" as defined in Corporate Policy 6.7.2.1; or
 - c. Adjustment of an existing job as a result of a manager's request to review or appeal a pay grade as defined in UTA Policy UTA.05.04 Administrative Employee Compensation Plan.
 - d. Adjustments authorized in this section will be evaluated by the same compensation processes utilized for the compensation structure approved in Exhibit A.
4. That the Chief People Officer will provide the Board with a year-end report that summarizes the adjustments that occurred under the parameters of section 3 above.
 5. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
 6. That the corporate seal be attached hereto.

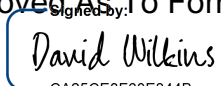
Approved and adopted this 13th day of November 2024.

 Carlton Christensen, Chair
 Board of Trustees

ATTEST:

 Secretary of the Authority

(Corporate Seal)

Approved As To Form:
 Signed by:


 GA25GE8F60E344B...
 Legal Counsel

Exhibit A
(2024 Third Revised UTA Administration Compensation Structure)

Exhibit A

2024 UTA Administration Compensation Structure

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
25	\$199,000	\$249,000	\$298,500		
	\$95.673	\$119.712	\$143.510		
				EX2009	Executive Director
24	\$173,000	\$216,000	\$259,500		
	\$83.173	\$103.846	\$124.760		
				EX1009	Chief Communications Officer
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1041	Chief Enterprise Strategy Ofc
				EX1042	Chief Planning & Engmt Ofc
				EX1043	Chief Capital Services Officer
				EX1046	Chief of Staff Exec Director
23	\$150,500	\$188,000	\$226,000		
	\$72.356	\$90.385	\$108.654		
				MG2129	IT Director
				MG2167	Director Capital Development
				MG4014	Associate CFO
				MG4015	Regional GM Mt. Ogden BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
				MG4019	Chief of Staff
				MG4022	Regional GM Salt Lake BU
				MG4025	Commuter Rail General Manager
				MG4026	Light Rail General Manager
				MG4915	Acting Regional GM Mt Ogden BU
				MG4926	Acting Light Rail General Mgr
				MG4932	Acting CR General Manager
22	\$130,500	\$163,000	\$196,000		
	\$62.740	\$78.365	\$94.231		
				MG2033	Chf of Police - Pub Safety Mgr
				MG2108	Government Relations Director
				MG2111	Director of Board Governance
				MG2158	Information Security Manager
				MG2163	Director of Supply Chain
				MG2164	Director of Maint Support
				MG2165	Dir of Capital Construction
				MG2194	Dir of Capital Design & Constr
				MG3105	Dir Budget & Financial Strat
				MG3107	Director Data Strategy
21	\$113,500	\$142,000	\$170,500		
	\$54.567	\$68.269	\$81.971		
				MG2009	Facilities Maintenance Manager
				MG2031	Special Projects Manager

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2038	Mgr Rail Technical Svcs & QA
				MG2061	Manager, Systems Engineering
				MG2068	Comptroller
				MG2074	Sr Program Mgr, EngProject Dev
				MG2100	Mgr of IT Quality Assurance
				MG2110	Director of Planning
				MG2113	Communications Director
				MG2116	IT Network Support Mgr
				MG2134	Director Total Rewards
				MG2140	Dir Innovat Mobility Solutions
				MG2145	Fares Director
				MG2147	Manager IT Project Mgmt Office
				MG2153	Director, Safety & Security
				MG2155	Director of Real Estate & TOD
				MG2159	Enterprise Applications Mgr
				MG2160	Director Talent Development
				MG2166	Director of Fleet Engineering
				MG2175	IT Mgr Comms and Deployment
				MG2176	Community Engagement Director
				MG2177	Dir Capital Assets&Proj Ctrl
				MG2180	Grants Director
				MG2181	Director of Business Analysis
				MG2185	IT Manager of App Development
				MG2186	Manager of Capital Vehicles
				MG2187	Director HR Business Partner
				MG2188	Dir Workforce Tech Training
				MG2196	Dir of Capital Prgm & Support
				MG2910	Acting Planning Director
				MG2940	Acting Dir Innov Mobility Sol
				MG2968	Acting Comptroller
				MG3102	Director Talent Acquisition
				MG3104	Director Internal Audit
				MG3106	Director of Org Excellence
				TL3018	Sr Database Administrator
				TL3020	JDE ERP Sr Developer
				TL3023	Enterprise Tech Architect
20	\$99,000	\$123,500	\$148,500		
	\$47.596	\$59.375	\$71.394		
				MG1015	Mgr Long Range Strategic Plann
				MG1057	Mgr Customer Experience
				MG1060	Program Mgr Innov Mobility Sol
				MG1061	Mgr Business Systems Solutions
				MG1063	Deputy Comptroller
				MG1066	Compensation Program Manager
				MG1915	Acting Mgr LongRange StratPlan
				MG1962	Manager of Data Analysis

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				MG2016	Mgr Property Administration
				MG2030	Claims & Insurance Manager
				MG2035	Mgr of Civil Rights Compliance
				MG2045	Manager of Service Delivery
				MG2054	Manager of Right of Way Assets
				MG2091	Coordinated Mobility Manager
				MG2107	Records Manager
				MG2109	Mgr Light Rail Operations
				MG2142	Project Manager III
				MG2146	Mgr Commuter Rail Operations
				MG2149	Mgr Business Development-Sales
				MG2168	Mgr Environmental & Grant Svcs
				MG2171	Mgr Civil Engineering & Design
				MG2172	Mgr Special Svcs Ops Support
				MG2178	Digital Marketing Manager
				MG2182	Manager of Grant Services
				MG2183	Rail Vehicl Procurmnt Proj Mgr
				MG2184	Bus Vehicle Procurmnt Proj Mgr
				MG2189	Manager Fare Revenue Ops
				MG2191	Manager of Fare Strategy
				MG2193	Mgr Environ Compl & Sustain
				MG2195	Electrification Project Mgr
				MG2199	Strategic Communications Mgr
				MG2909	Act Mgr Light Rail Operations
				MG2991	Special Project Mgr -Fares
				MG2992	Special Project Mgr -Fleet
				MG4929	Acting Mgr of Service Delivery
				MG4933	Acting Manager CR Operations
				PR3083	Sr Dev Program Engineer
				PR3179	Sr Financial Modeling Analyst
				PR3182	Assistant Treasurer
				PR3195	People Analytics Program Mgr
				SU3008	Radio Communications Supv
				SU3013	Network Comm/Infra Supervisor
				SU3020	Captain
				SU3026	Application Support Supv
				SU3027	Application Development Supv
				SU3044	Labor Relations Officer
				SU3045	IT Supervisor Server & Storage
				SU3046	Acting IT Supervisor PMO
				SU3055	Data Analyst Supervisor
				TL3005	Systems Engineer
				TL3013	Sr Information Security Admin
				TL3021	B.I. Architect-Programmer
				TL3022	Technology Solutions Architect
				TL3033	Sr Data Governance Engineer

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				TL3034	Sr IT Project Manager
19	\$89,000	\$107,000	\$124,500		
	\$42.788	\$51.442	\$59.856		
				MG1069	Drug & Alcohol Program Manager
				MG1038	Special Svc Program Mgr
				MG1059	Mgr Qual and Const Oversight
				MG1958	Manager Capital Asset Controls
				MG1959	Manager State of Good Repair
				MG1960	Facilities Development Supv
				MG1961	TOC Predevelopment Supervisor
				MG2013	Mgr Light Rail Vehicle Maint
				MG2041	Mgr Training and Development
				MG2071	Mgr Transit Communications Ctr
				MG2083	Mgr Service Planning
				MG2084	Manager of Operations Planning
				MG2090	Procurement Manager
				MG2094	Mgr of CR Vehicle Maintenance
				MG2105	Mgr Vehicle Perf & Maintenance
				MG2115	Mgr Ticket Vend Machine Assets
				MG2136	Mgr Rail Systems Assets
				MG2141	Project Manager II
				MG2157	ActingMgr Vehicle Perf & Maint
				MG2169	Mgr Project Research and Dev
				MG2170	Rail Infrastructure Prjct Mgr
				MG2190	Mgr of Fare Revenue Equipment
				MG2192	Manager Maintenance Training
				MG2197	Payroll Manager
				MG2971	Acting Mgr Transit Comms Ctr
				PR3013	Facilities Engineer
				PR3035	Sr Media Relations Specialist
				PR3077	Facilities Utilities Proj Admn
				PR3091	NEPA Project Administrator
				PR3119	Senior BI Systems Analyst
				PR3130	Sr Org Development Consultant
				PR3136	Sr BusinessProc Analytics Spec
				PR3142	HR Business Partner
				PR3149	Civil Engineer III
				PR3164	Labr Relations BusinessPartner
				PR3176	Senior Capital Budget Analyst
				PR3184	Enterprise Risk Management Adm
				PR3187	Sr. Business Systems Admin
				PR3189	Env Stewardship Sust Spec III
				PR3201	Data Scientist
				SU2030	Lieutenant
				SU2039	Benefits Supervisor
				SU2052	ERP Tech Sys Admin-SupplyChain

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU3006	HRIS/Technology System Admin
				SU3019	Fleet Engineering Admin
				SU3030	Talent Acquisition Supervisor
				SU3035	Fares Supervisor
				SU3036	Fleet Engineering Supervisor
				SU3042	Capital Asset Controls Supv
				SU3049	Project Controls Supervisor
				SU3050	GIS System Admin Supervisor
				SU3052	Facility Development Supv
				TL2042	ERP Tech Sys Admin-Accounting
				TL2044	Maintenance Systems ERP Admin
				TL2046	SharePoint Admin-Developer
				TL2047	ERP Tech Sys Admin-Developer
				TL2049	IT Project Manager
				TL2052	Business Project Manager
				TL3004	Database Administrator
				TL3012	Programmer Analyst III
				TL3016	Network Administrator III
				TL3025	ERP Tech Sys Admin-Cap Assets
				TL3026	Radio Systems Engineer I
				TL3032	Info Security Analyst III
18	\$79,000	\$95,000	\$110,500		
	\$37.981	\$45.673	\$53.125		
				MG1008	Manager of Customer Service
				MG1014	Asst Mgr of Service Delivery
				MG1035	Project Manager I
				MG1041	Asst Mgr of Rail Operations
				MG1042	Board Manager
				MG1044	Warehouse & Inventory Opns Mgr
				MG1045	Manager of Security
				MG1048	Asst Mgr Light Rail Veh Maint
				MG1050	Asst Mgr of Svc Delivery (SS)
				MG1052	Asst Mgr CR Vehicle Maint
				MG1053	Asst Mgr Rail Infra Assets
				MG1054	Asst Mgr Rail System Assets-CR
				MG1055	Asst Mgr Rail System Assets-LR
				MG1064	Mgr NRV Perf & Maintenance
				MG1068	Asst Mgr LRV Maint Fleet Sust
				MG1956	Asst Mgr Rail Systems Maint
				MG2075	Mgr, Project Dev/Systems Plan
				MG2085	TOD Project Manager
				PR2069	Emergency Mgmt Program Mgr
				PR2070	Video Security Admin
				PR2108	Sr Property Administrator
				PR2110	Civil Engineer II
				PR2111	Sr TAcq Full Cycle Recruiter

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR2137	Retirement Liaison
				PR2149	Facility Development Strat
				PR2151	Facility Dev Project Manager
				PR3012	Strategic Planner III
				PR3053	Project Control Specialist
				PR3089	Transit Asset Administrator
				PR3103	Sr Planning Researcher
				PR3104	Sr Business Process Developer
				PR3125	BI Data Visualization Analyst
				PR3126	Sr Internal Auditor
				PR3128	SrContinuousImprove Consultant
				PR3137	Sr Financial Analyst
				PR3138	Sr Government Relations Spec
				PR3139	GIS-Asset Administrator
				PR3141	Proj Development Planner III
				PR3147	Sr Strategic Sourcing Spec
				PR3158	Senior Fare Revenue Analyst
				PR3173	Sr Business Development Rep
				PR3183	Sr Comms & Mktg Strategist
				PR3192	Public Policy Analyst
				PR3193	Workforce Innovations Admin
				PR3196	Senior GIS Analyst
				PR3197	Sr. Operations Data Analyst
				PR3198	Sr Analyst, Contract & Finance
				SU3054	Sr. Public Information Officer
				SU2014	LRV Maint Supervisor
				SU2015	Bus Vehicle Maint Supv
				SU2031	Commuter Rail Veh/Maint Supv
				SU2035	Sergeant
				SU2038	Technical Support Supervisor
				SU2044	LRV Maint Supv-Team Mentor
				SU2046	LRV Maint Supv-BusinessSolSpec
				SU2047	LRV Maint Supv-QAQC Specialist
				SU2048	LRV Maint Supv-TeamCoordinator
				SU2049	LRV Maint Supv-Training Admin
				SU2050	LRV Maint Supv-Training Spec
				SU2051	LRV Maint Supv-BodyFabrication
				SU2053	LRV Maint Supv-PartsToolsEquip
				SU2057	Video Security Supervisor
				SU2060	Service Planning Supervisor
				SU2064	Fleet Maintenance Supervisor
				SU2066	Operations Planning Supervisor
				SU2070	Procurement Supervisor
				SU3001	Rail Maintenance Supervisor
				SU3002	Maintenance Of Way Supervisor
				SU3021	Light Rail-MOW Training Admin

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU3024	Business&Quality Analyst Supv
				SU3031	Leadership Development Admin
				SU3034	Bus Communications Supv
				SU3037	Maint Apprentice Training Admn
				SU3039	Corporate Training Admin
				SU3043	Payroll Supervisor
				SU3047	MOW Training Admin
				SU3048	Tech Instructional Design Admn
				SU3051	Corp Instructional Design Admn
				TL2012	Programmer Analyst II
				TL2028	Systems Support Analyst III
				TL2038	Radio Comms Engr Tech III
				TL3006	Fleet Engineer
				TL3009	Sr Telecommunications Spec
17	\$70,500	\$84,500	\$98,500		
	\$33.894	\$40.625	\$47.356		
				MG1065	Community Outreach Manager
				MG1067	Customer Experience Proj Mgr
				PR2008	Strategic Planner II
				PR2036	Rail Service/Ops Sr Planner
				PR2083	Property Administrator II
				PR2084	SS Delivery Systems Admin
				PR2086	TOC Project Specialist II
				PR2090	Sr Sales Representative
				PR2097	Records Officer and Specialist
				PR2103	Technical Business Analyst
				PR2115	Planning Researcher II
				PR2122	Fare Revenue Analyst
				PR2123	Fare Operations Analyst
				PR2127	Career Development Coach
				PR2130	LMS Technical Coordinator
				PR2132	Fleet Vehicle Administrator
				PR2134	Vanpool Data & Security Admin
				PR2142	Business Systems Administrator
				PR2143	Env Stewardship Sust Spec II
				PR2144	Business Analyst
				PR2146	Fares Strategy Analyst
				PR2153	Financial Modeling Analyst
				PR2156	NRV Fleet Administrator
				PR2157	People Data Analyst
				PR3001	Environmental Compliance Admin
				PR3014	Contract Buyer
				PR3018	Claims Administrator
				PR3024	Civil Rts Compliance Ofc (ADA)
				PR3026	Grants Development Admin
				PR3028	Workers Compensation Admin

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3032	Maint Training Specialist
				PR3036	Public Relations Specialist
				PR3049	Sr Service Planner
				PR3050	Sr Operations Planner
				PR3062	Business and Quality Analyst
				PR3070	Safety Administrator-Const
				PR3088	Rail Maint Training Specialist
				PR3090	Sr Social Media Specialist
				PR3108	Safety Admin - Transit System
				PR3111	Vehicle Procure/Comm Admin-Bus
				PR3114	Special Svcs Sr Planner
				PR3118	Researcher- Innov Mobility Sol
				PR3120	Corp Instructional Designer
				PR3132	LR-MOW Instructional Designer
				PR3134	Civil Rts Comp Ofc (TVI-DBE)
				PR3143	RR Regulatory Compliance Spec
				PR3145	Strategic Culture Partner
				PR3146	Procurement & Contracts Spec
				PR3156	Instructional Designer
				PR3157	Sr Benefits Administrator
				PR3159	Safety Administrator
				PR3166	Sr Social Media Strategist
				PR3169	Leadership Dev Training Spec
				PR3170	Rdwy Worker Protection PrgmMgr
				PR3171	Prjct Rsrch & Dev Sys Analyst
				PR3172	Sr Accountant-CIP Grants
				PR3174	Total Rewards Program Admin
				PR3175	Enviro Compliance & NEPA Admin
				PR3178	Fin Rep & Monitoring Analyst
				PR3185	Grant Controls Administrator
				PR3186	CR Instructional Designer
				PR3194	MOW Training Specialist
				SP3009	Transit Police Officer IV
				SP3020	Commuter Rail Train Dispatcher
				SP3022	Light Rail Control Supervisor
				SU1007	ADA Evaluation Office Admin
				SU2009	Operations Supervisor
				SU2010	Downtown Operations Supervisor
				SU2018	Facilities Maint Supv
				SU2019	Accounting Supervisor
				SU2023	Technical Services Supervisor
				SU2032	Farebox Service Supervisor
				SU2034	Cash Office Supervisor
				SU2037	Transit Communications Supv
				SU2041	Rail Opns Training Leader
				SU2042	Commuter Rail OpsPersonnelSupv

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				SU2059	CR Veh Maint Training Leader
				SU2062	Coord Mobility Grant Admin
				SU2065	Technology Support Supervisor
				SU2071	Light Rail OpsPersonnelSupv
				SU2074	Cust Satisfaction & Res Supv
				SU3005	Bus Opns Training Admin/Supv
				SU3012	Vanpool Fleet Maint Supervisor
				SU3053	Buyer Supervisor
				TL2006	Fleet Engineering Technician
				TL2014	Digital Media Specialist
				TL2037	Radio Comms Engr Tech II
				TL2054	IT Software Tester
				TL2055	Info Security Analyst II
				TL3030	Field Service Technician Lead
16	\$62,500	\$75,000	\$87,500		
	\$30.048	\$36.058	\$42.067		
				CL3037	Exec Asst to Exec Director
				CL3042	Executive Asst to Board Chair
				CL3044	Executive Asst to Board
				CL3058	SLSU Operations Administrator
				PR1041	Construction Inspector I
				PR1047	Project Engineer
				PR2009	Buyer
				PR2027	Service Planner
				PR2028	Operations Planner
				PR2030	Community Relations Spec
				PR2077	Civil Engineer
				PR2080	Coordinated Mobility Specialis
				PR2082	Property Administrator I
				PR2088	Continuous Improve Specialist
				PR2093	Talent Acq FullCycle Recruiter
				PR2100	Rail Service-Ops Planner
				PR2102	Special Svcs Planner
				PR2113	Rail Quality Assurance Admin
				PR2117	CI Specialist- Supply Chain
				PR2120	Sales Representative
				PR2125	Payroll Analyst
				PR2126	IT Management Analyst
				PR2128	Community Engagement Spec
				PR2129	Business Strategy Specialist
				PR2131	Accountant-Capital Assets
				PR2136	Coord Mob Grants Compl Ofc
				PR2140	TOC Project Specialist I
				PR2147	Coordination Administrator
				PR2148	Quality Assurance Admin
				PR2150	Engineering Technical Writer

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR3022	Internet Marketing Specialist
				PR3030	Compensation Analyst
				PR3043	Rail Service Project Admin
				PR3168	PR & Marketing Strategist
				PR3180	Customer Experience Planner II
				PR3190	Fleet Engineering Proj Admin
				PR3203	Web Content Administrator
				SP3008	Transit Police Officer III
				SU1008	Pass Facilities Road Crew Supv
				SU2043	Commuter Rail System Supv
				SU2055	LR Opns- Training Supv
				SU2058	Maintenance Analyst-Supervisor
				SU2063	Coordinated Mobility Spec
				SU2067	Paratransit Radio Control Supv
				SU2073	Light Rail System Supervisor
				TL1013	Info Security Analyst I
				TL2008	Network Administrator II
				TL2017	Programmer Analyst I
				TL2027	Systems Support Analyst II
				TL2034	Revenue Equipment Maint Tech
				TL3027	Field Service Technician III
15	\$56,000	\$67,000	\$78,500		
	\$26.923	\$32.212	\$37.740		
				CL3017	Operations Dispatch Lead
				CL3034	People Office Administrator
				CL3040	External Affairs Office Admin
				CL3041	CR Operations Scheduler
				CL3046	Office Administrator
				CL3048	Enterprise Strat Office Admin
				CL3049	Planning & Engmt Office Admin
				CL3051	Finance Office Administrator
				CL3054	Operations Scheduler
				CL3055	Operating Office Administrator
				CL3062	Engineering&Constr Proj Coord
				CL3063	Communications Office Admin
				CS1005	Cust Svc Technical Specialist
				PR1015	Strategic Planner I
				PR1040	Rideshare Product Rep
				PR1046	Env Stewardship Sust Spec I
				PR2010	Accountant
				PR2015	Bus Operations Training Spec
				PR2051	Facilities Technician
				PR2054	Paralegal
				PR2062	Claims Adjuster
				PR2078	Benefits Administrator
				PR2087	Commuter Rail Opns Trainer

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				PR2095	Graphic Art Specialist
				PR2098	Bus Opns Training Asst Admin
				PR2105	Proj Development Planner II
				PR2114	Planning Researcher I
				PR2133	Customer Service Training Spec
				PR2135	Corporate Training Specialist
				PR2138	Civil Rights Specialist
				PR2139	Accountant-Rideshare
				PR2145	Light Rail Training Specialist
				PR2152	Comm. Copywriter & Editor
				PR2154	Digital Storyteller
				PR3163	GIS Analyst
				SP2023	Paratransit Eligibility Spec
				SP3006	Estimator
				SP3007	Transit Police Officer II
				SP3011	Flextrans Radio Control Coord
				SP3013	Sr Transit Comms Dispatcher
				SP3016	Transit Communications Trainer
				SU1003	Customer Service Supervisor
				SU1022	System Monitoring Administrator
				SU1028	TRAX Ambassador Supervisor
				SU2040	Parts & Inventory Supervisor
				SU2068	Warehouse & Prod Ctrl Supv
				TL1009	Systems Support Analyst I
				TL2033	Network Specialist
				TL2036	Radio Comms Engr Tech I
				TL2050	Telecommunications Specialist
				TL2051	Field Service Technician II
14	\$51,500	\$59,000	\$67,000		
	\$24.760	\$28.365	\$32.212		
				CL2090	Training Support Specialist
				CL3004	Warranty Claims Specialist
				CL3005	Materials/Inv Control Analyst
				CL3007	Vanpool Maintenance Specialist
				CL3008	Sr Office Specialist
				CL3014	NRV Fleet Maintenance Spec
				CL3019	Sr Office Spec- Mt Ogden BU
				CL3021	Sr Office Specialist- SLBU
				CL3022	Sr Office Specialist- SSvc BU
				CL3023	Sr Office Spec- Timpanogos BU
				CL3025	Sr Office Spec- Asst to PS Mgr
				CL3026	Sr Office Spec- Supply Chain
				CL3027	Sr Office Spec- Light Rail
				CL3028	Sr Office Spec- Maint of Way
				CL3029	Sr Office Spec- LR Veh Maint
				CL3030	Sr Office Spec- Ext Affairs

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CL3032	Sr Office Spec- Capital Proj
				CL3033	Sr Office Spec- Commuter Rail
				CL3038	Sr Office Spec- Asset Mgt
				CL3047	HR Specialist
				CL3050	Board Administrator
				CL3053	Sr Office Specialist- Training
				CL3056	Public Hearing Liaison
				CL3057	Sr Office Specialist- Vanpool
				CL3059	Volunteer Coordinator
				CL3060	Sr Office Spec- SpecSvcs Maint
				CL3061	Sr Office Spec- Timp Maint
				CL3064	Sr Office Spec- CapDsgn&Const
				CS2006	Lead Scheduling Specialist
				PR1023	Assistant Service Planner
				PR1024	Assistant Operations Planner
				PR1037	Talent Acquisition Specialist
				PR1042	Fare Revenue Specialist
				PR1045	Social Media Strategist
				PR2106	Customer Experience Planner
				PR2116	IT Apps & Tech Support Analyst
				SP2012	Transit Police Officer I
				SP2020	Transit Comms Dispatcher
				SU1027	Public Safety Records Supv
				TL1011	Field Service Technician I
				TL2032	Technology Support Specialist
				TL2045	Video Security Technician
13	\$45,500	\$52,500	\$59,000		
	\$21.875	\$25.240	\$28.365		
				CL2012	Facilities Office Specialist
				CL2018	Mobility Center Office Spec
				CL2026	Real Estate Office Specialist
				CL2070	Commuter Rail Office Spec
				CL2073	HR Office Specialist
				CL2078	Office Specialist
				CL2079	Rail Office Specialist
				CL2084	Public Safety Ofc Specialist
				CL2085	Maint Support Office Spec
				CL2086	Maintenance Office Specialist
				CL2087	Office Specialist-SSvc BU
				CL2089	Vanpool Maint Ofc Specialist
				CL2097	Expeditor- Jr Buyer
				CL2098	Customer Svc Office Specialist
				CL2104	Records Specialist
				CL3003	Production Control Specialist
				CL3036	Production Control Spec- LR
				CL3052	SrAccounts Payable Coordinator

Exhibit A

<u>Pay Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>Job Code</u>	<u>Job Title</u>
				CS2010	Customer Svc Lead Specialist
				CS2013	Sr Customer Focus Specialist
				CS3001	Special Svc Cust Care Admin
				PR1031	Recovery Adjuster
				PR1035	Proj Development Planner I
				PR2155	Visual Production Assistant
				SP1005	Farebox Revenue Processor
				SP2016	Travel Trainer
				SP2021	Transit Comms Dispatch-Trainee
				SP2022	Transit Police Officer Trainee
				SP3012	Warehouse Specialist
				SU1029	Transit Ambassador Supervisor
				SU3040	Revenue Collection Supervisor
12	\$41,000	\$47,000	\$53,500		
	\$19.712	\$22.596	\$25.721		
				CL2050	Accounts Payable Coordinator
				CL2096	Rideshare Customer Accts Spec
				CL2103	Capital Asset Specialist
				CL3011	Vanpool Support Specialist
				CS1012	Quality Assurance Analyst
				CS2008	Paratransit Scheduling Splist
				CS2009	Customer Focus Specialist
				CS2016	Incident Communications Spec
				SP1020	System Monitor Data Specialist
11	\$36,000	\$41,500	\$47,000		
	\$17.308	\$19.952	\$22.596		
				CL1011	Claims Clerk
				CL1012	Office Clerk
				CL1020	Government Relations Assistant
				CL1022	Receptionist
				CS1008	Items Recovery Specialist
				CS1009	Contact Center Agent
				CS1010	Sr Contact Center Agent
				CS2003	Customer Relations Specialist
				SP1012	Security Guard
				SP1013	Train Host
				SP1016	System Monitor
				SP1017	Fare Inspection Officer
				SP1022	Farebox Revenue Receiver
				SP1024	Video Security Specialist
				SP1025	TRAX Ambassador



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Daniel Hofer, Director - Capital Programming and Support
Greg Andrews - Senior Capital Budget Analyst

TITLE:

TBA2024-11-01 - Technical Budget Adjustment - Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve Technical Budget Adjustment TBA2024-11-01 to authorize transfer of \$350,000 between projects within the 2024 Capital Budget as presented.

BACKGROUND:

Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:

This Technical Budget Adjustment will transfer a total of \$350,000 in the 2024 Capital Budget from the MSP283 Project for Right of Way and Facility Opportunity Buy to MSP263 for TOD Opportunity Buy.

If approved by the Board, the Transit Oriented Development (TOD) Working Capital project budget (MSP263) would be increased by \$350,000. The TOD Working Capital project is used to help manage costs for expenses related to UTA's TOD properties. This budget adjustment will provide funds necessary to cover TOD Working Capital expenses through the end of the year including:

- A capital contribution to UTA's Joint Venture at the Jordan Valley TRAX Station per our operating agreement. These expenses include loan servicing obligations and costs associated with vacant land

including property tax, extension fees, etc.

- Funds to cover personnel time through the end of 2024.

The Right of Way (ROW) and Facility Property Opportunity Buy project (MSP283) would be reduced by \$350,000. This project has unspent funds for 2024 that can be redirected to the project outlined above.

ALTERNATIVES:

The following are options the Board could consider and the potential impacts of those decisions:

- Board may reject the requested TBA. The impact of this would be that UTA’s Jordan Valley TRAX Station Joint Venture Manager would not be able to pay an invoice that is due by the end of the month. Not paying that invoice on time would cause future payments over the next year to increase by approximately \$1.5 million.
 - The Board may request revisions to the proposed Technical Budget Adjustment. This would have the same impact as mentioned above since there are no more Board meetings scheduled in November in time for the invoice due date.
-

FISCAL IMPACT:

The proposed TBA of \$350,000 will be funded by the approved 2024 Capital Budget by redistributing funds within the budget. This request will not impact the Capital Budget Contingency, which has a balance of \$3,945,000, nor will it increase budget authority or impact UTA’s Fund Balance.

ATTACHMENTS:

- TBA2024-11-01 Technical Budget Adjustment - Capital Program

**UTAH TRANSIT AUTHORITY
2024 CAPITAL BUDGET
BUDGET ADJUSTMENT**

REF#: TBA 2024-11-01

Funding Sources	Adopted 2024 Budget	Technical Budget Adjustment	Amended 2024 Capital Budget
1 UTA Current Year Funding	\$ 139,872,000		\$ 139,872,000
2 Grants	55,803,000		55,803,000
3 Local Partner Contributions	8,913,000		8,913,000
4 State Contribution	17,983,000		17,983,000
5 Leasing	39,725,000		39,725,000
6 Bonding	2,244,000		2,244,000
7 Total Funding Sources	264,540,000	-	264,540,000
Expense			
8 Capital Services	200,149,000	-	200,149,000
MSP263- TOD Working Capital	394,000	350,000	744,000
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	(350,000)	650,000
9 Finance	33,021,000	-	33,021,000
10 Enterprise Strategy	12,573,000	-	12,573,000
11 Operations	7,728,000	-	7,728,000
12 Planning & Engagement	6,436,000		6,436,000
13 Executive Director	2,328,000	-	2,328,000
14 People	2,305,000		2,305,000
15 Total Expense	\$ 264,540,000	\$ -	\$ 264,540,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller- Chief Financial Officer
PRESENTER(S): Joan Burke- Manager- Capital Asset Controls
Daniel Hofer- Director- Capital Programming and Support

TITLE:

Contract: Auction Services for Disposal of UTA Equipment and Vehicles (JJ Kane Auctions)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Ratify the execution of UTA's contract with JJ Kane Auctions executed on June 28, 2023 for equipment and vehicle (both revenue and non-revenue) disposals under a State of Utah Cooperative Contract for \$1,227,000 in estimated revenue.

BACKGROUND:

The Federal Transit Administration regulations require that for disposition of federally funded assets, a fair market value determination must be made prior to an asset being disposed. To meet this requirement, UTA utilizes an existing State Contract to perform third-party auctions to establish the fair market value determination. The State Contract was executed with TNT Auction, Inc. TNT Auction, Inc was acquired by JJ Kane Auctions on June 28, 2023, and is now the Contractor providing these services.

DISCUSSION:

This contract provides auction services to UTA to help meet the Federal Transit Administration's regulation that a fair market value determination be completed for asset dispositions. JJ Kane provides auction services for UTA's assets for everything other than Facilities or Real Property.

The general terms of the contract are JJ Kane Auctions will conduct the auction and transfer of the equipment to the winner of the auction. JJ Kane will retain a portion of the revenues based on incurred costs and fees as well as any percentages outlined in the pricing schedule contained in the contract based on the type of item sold. JJ Kane then submits a summary report containing all pertinent information related to the equipment

sales including information such as VIN numbers, total sale, and net revenue back to UTA, along with a check. This contract is a State of Utah contract and has a base contract term from April 14, 2020, to April 13, 2025. The contract does not reference any additional option years. UTA will either extend its contract with JJ Kane once it is extended with the State, or reprocore auction services in 2025. Estimated revenue is based on planned equipment retirement schedules. Moving forward, the Capital Asset Controls group will provide annual updates on auction revenues to the Board for Trustees.

CONTRACT SUMMARY:

Contractor Name:	JJ Kane Auctions
Contract Number:	State Contract AR3466, PO #20034086
Base Contract Effective Dates:	June 28, 2023 - April 13, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Total estimated contract revenue \$1,227,000
Procurement Method:	State of Utah Cooperative Contract
Budget Authority:	N/A

ALTERNATIVES:

Terminate this auction contract for convenience and either reprocore auction services or undertake sale of vehicles on an in-house basis.

FISCAL IMPACT:

This is a revenue generating contract where proceeds from the auctions go to the general fund. UTA has received \$779,117.49 in revenue from this contract since JJ Kane began providing services June 23, 2023. The total anticipated revenue for these auctions (including past revenue) is \$1,227,000 through April 13, 2025

ATTACHMENTS:

UT State Contract AR3466 TNT



STATE OF UTAH COOPERATIVE CONTRACT

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

TNT AUCTION, INC

Name

2353 North Redwood Rd

Street Address

Salt Lake City

UT

84116

City

State

Zip

Vendor # 111257A Commodity Code #: 80161 Legal Status of Contractor: For-Profit Corporation

Contact Name: Mike McKee Phone Number: +1 801-519-0123 Email: mckee@tntauction.com

2. CONTRACT PORTFOLIO NAME: Auction Services.

3. GENERAL PURPOSE OF CONTRACT: Live Auction Services.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2020, Solicitation# BP20-42

5. CONTRACT PERIOD: Effective Date: Tuesday, April 14, 2020. Termination Date: Sunday, April 13, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): Zero Percent (or 0.00%).

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work

ATTACHMENT C: Price Schedule

ATTACHMENT D: N/A

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #BP20-42.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Mike McKee (Apr 15, 2020)

Contractor's signature

Apr 15, 2020

Date

DIVISION OF PURCHASING

Director, Division of Purchasing

Apr 15, 2020

Date

Mike McKee

President

Type or Print Name and Title

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES
STATE OF UTAH COOPERATIVE CONTRACT**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the State of Utah Division of Purchasing.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) and Custom Deliverable that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - j) "**Proposal**" means Contractor's response to the Division's Solicitation.
 - k) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process

and to sole sources that are included within a Request for Proposal.

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. **RESERVED.**

17. **END USER AGREEMENT:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.
24. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office

Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
 26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
 27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Service(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
 28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
 29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
 30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
 31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
 32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
 33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
 34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable

attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

37. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
38. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
39. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
40. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

41. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
42. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
46. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
47. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
48. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
49. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
50. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B: SCOPE OF WORK

Background:

The State Surplus Property Program is tasked with the accounting and ethical disposal of State-owned property. Property is first offered for re-utilization to state and other government agencies, and secondarily offered for public sale. Public sales are conducted on a retail sales basis and in some instance by way of sealed bids and auctions.

The State Agency for Surplus Property reserves the right to conduct, manage and operate State auctions and retail sales, outside of this contract, disallowing any compensation to the contractor under this contract for services not performed by the contractor.

Definitions:

- "Vehicle" means motor vehicle as defined by UCA 63A-9-101 and or as defined by Administrative Rule R33-26-103 (27)
- "Light Duty Vehicle" means vehicle that is a 12,000 GVRW or lower
- "Heavy Duty Vehicle" means vehicle above 12,000 GVRS
- "Miscellaneous Property" means any personal property owned by the State or Eligible User (including office furniture and equipment).

Scope of Work:

1. The State of Utah requires complete start-to-finish services of professional, licensed, and insured auctioneer's to conduct live public auctions and retail sale of light-duty vehicles, heavy-duty vehicles and equipment, and miscellaneous property from all State Agencies and participating Eligible Users. The Contractor will provide all the necessary space, equipment, material, supervision and personnel to accomplish retail sales and professional auctioning services. The state of Utah may consign property, including vehicles and heavy equipment, to the successful Contractor(s). The Contractor shall pick-up and remove consigned items within 3 business days of notification. The Contractor may be contacted to conduct at least four auctions per calendar year in the Wasatch Front area for State Surplus Property. Auctions shall occur at locations other than State/Eligible User facilities.
2. State Surplus Property will be handled in accordance with the Administrative Rule R33-26 governing State Surplus Property (available online here [R33-26](#)). Contractor will handle any other Eligible User's property in accordance with their applicable rules.
3. The Contractor(s) shall display all surplus property for retail sales for no less than thirty-days prior to auction at the price established by the State agency in coordination with the Contractor. The thirty-day requirement may be waived at the discretion of the State. Eligible Users reserves the right to withdraw vehicles or other items at any time prior to auction to fulfill other Eligible User requirements. An Eligible User may also establish a reserve value on certain items prior to auction. If the items do not sell during the auction the Eligible User may request the property to be returned

or held for the next auction. The Contractor must return requested property within 3 business days (unless another timeframe has been agreed upon between the Contractor and Eligible User).

4. Contractor shall be responsible for all cost to prepare surplus items for sale and auction. In addition the Contractor shall bear or collect all applicable sale taxes and fees from the buyer, and shall comply with all state, federal and local laws and regulations as they pertain to sales. When required, Contractor will hold any applicable licenses for selling certain types of property.
5. All titles/bills of sale will be delivered to the auction site no later than two business days prior to the scheduled auction.
6. The Contractor shall sell all vehicles and equipment without warranty. The following language must be included, at a minimum, in the Contractor's buyer application and bill of sale: All items are being sold as is with no warranty of any kind either expressed or implied.
7. The Contractor shall be responsible for the repair of any vehicles or equipment that is damaged while in the care, custody, and control of the Contractor. The Contractor shall be responsible for the fair market value of any vehicles or equipment that is stolen while in the care, custody, and control of the Contractor. The Contractor shall bear the risk of theft or loss of auction proceeds.
8. Contractor shall be required to maintain a current active bidder list and to notify the bidders, with Utah addresses, of any auctions containing items from the state. Acceptable forms of notification include U.S. Mail, e-mail, fax, telephone, or online notifications through social media or other websites (such as Facebook, Instagram, online event site, etc).
9. Employees, officers, and agents of the Contractor shall not be authorized to bid on State vehicles, equipment, or property.
10. The State of Utah requires that the Contractor provide proof of payment of any subcontractors used to perform duties for the State under Contractor's contract. Proposal shall include an explanation of how the State would be notified of such payments.
11. Payments are to be paid in full, for surplus items sold or auctioned, by bankable funds i.e. cashier's check or business check. Payments shall be made to the Eligible User no more than five business days after the completion of the auction.
12. Contractor shall be required to provide the following records, within five working days following an auction or retail sale, to ensure receipt and disposition of all the items sold for an Eligible User:
 - i. Detailed Electronic Sales Report, preferably in a .csv file format or other format that can easily be imported into a spreadsheet, containing description, State control number, condition code, sales price, auctioneer commission, reimbursement to State and bidder number. Vehicle sales shall also include complete vehicle identification number.

- ii. Complete bidder list including name, address, and assigned bidder number.
- iii. Clerking sheets produced during an auction, which record the item, sale price and buyer's bidder number.
- iv. Evidence of advertising for auctions, which include State surplus items, valued at \$1,000.00 or more.
- v. Books, records, documents and accounting procedures and practices of the Contractor, relevant to the services provided for the Eligible User shall be subject to inspection, examination and audit by the Eligible User. The Contractor shall collect sales tax for all surplus items sold or auctioned.

Attachment C: Price Schedule		
Contractor Name: TNT Auction, Inc.		
Sales Fee		
Property Type	Offered Commission (Percentage)	Commission Cost (per \$1,000 property sold)
Light Duty Vehicles	5.00%	\$50.00
Heavy Duty Vehicles and Equipment	5.00%	\$50.00
Miscellaneous Property	10.00%	\$100.00
Transportation and Detailing Fees		
Transportation and Detailing Service Description		Service Cost (as a flat fee)
Light Duty Vehicle Towing Fee		*\$60.00
Heavy Duty Vehicle and Equipment Towing Fee		*\$150.00
Drivable Light Duty Vehicle		\$0.00
Drivable Heavy Duty Vehicle		\$0.00
Light Duty Vehicle Detailing Fee		**\$125.00 or Cost plus 5%
Heavy Duty Vehicle and Equipment Detailing Fee		**\$275.00 or Cost plus 5%
Miscellaneous Property Pick Up Fee		See Optional Services Pricing

***Fee includes towing for light-duty vehicles, heavy duty vehicles, and equipment located along the Wasatch Front. Towing for vehicles located outside of the Wasatch Front will be charged at Contractor’s cost plus 5%.**

****Full Service Detailing Flat fee applies to Light Duty and Heavy Duty Vehicles along Wasatch front, if outside the Wasatch Front the price will be Contractor’s cost plus 5%. Complimentary exterior wash for all vehicles prior to each auction (weather permitting).**

Optional Services and Pricing

The **optional** services listed here are available upon request. Any requested optional services will be coordinated and agreed to prior to any action or service being undertaken between the Contractor and the Eligible User. Optional service fees and costs described herein will be accounted for in the post-sale documentation and will be deducted from Eligible User proceeds.

Service Category	Service Details	Service Pricing	Notes
Transportation	Operable Light-Duty Vehicles	\$0.00	Contractor will pick up operable light duty vehicles located along the Wasatch Front from State
	Non-Operable Light-Duty Vehicles	\$60.00	Contractor can, upon request, arrange for non-operable light duty vehicles to be towed from State location to Contractor's location.

	Operable Heavy-Duty Vehicles	\$0.00	Contractor will pick up operable heavy-duty vehicles located along the Wasatch Front from State at no
	Non-Operable Heavy-Duty Vehicles	Cost plus 5%	Contractor can, upon request, arrange for non-operable heavy-duty vehicles to be
			Towed from State location to Contractor's location.
	Operable Equipment	\$0.00	Contractor will pick up operable equipment located along the Wasatch Front from State at no additional cost if it is in the capacity of
	Non-Operable Equipment	Cost plus 5%	Contractor can, upon request, arrange for non-operable equipment to be towed from State location to Contractor's location.
	Miscellaneous items - Labor	\$50.00 per hour per laborer	Contractor will consult with State on a case-by-case basis to determine the quantity, type, and cost benefit analysis of the merits of delivery by the State versus pick up by the Contractor. Fees may not apply in all cases.
	Miscellaneous items - Transportation	\$80.00 per hour	Includes one truck and one trailer. See above section for more details. Fees may not apply in all cases.
	Miscellaneous items - Dumpster Fee (unsold items 6 or more)	\$300.00 per full dumpster	Prorated based on actual amount disposed of if a full dumpster is not needed.
Detail Services	Exterior Wash	\$0.00	All surplus vehicles & equipment will receive a complimentary exterior wash prior to each auction, weather permitting.
	Full-Service Detail	Cost plus 5%	Full-service detailing services are available upon request.
Decal removal	Light & Heavy-Duty Vehicles	\$25.00 per panel	Contractor removal of State decals and markings from a vehicle.
Police Equipment Removal	Light Duty Vehicles	Quoted case-by-case	Contractor removal of police equipment from light duty police vehicles.

Paint Services	Light & Heavy-Duty Vehicles	Quoted case-by-case	Contractor arrangement of exterior paint services for light & heavy-duty vehicles.
Mechanical Repair Services	Light & Heavy-Duty Vehicles	Quoted case-by-case	Contractor arrangement of mechanical repair services for light & heavy-duty vehicles.
Battery Replacement	Light Duty Vehicles	\$100.00	Contractor replaces light duty vehicle batteries.
	Heavy Duty Vehicles	Quoted case-by-case	Contractor replaces heavy duty vehicle batteries.
Title and Documentation Services	Titled Light & Heavy-Duty Vehicles, Trailers, Trailer Mounted Equipment, Etc.	\$75.00 per title plus bonding costs if applicable	Contractor assistance in obtaining titles and related documentation required by the Utah Department of Motor Vehicles.
Appraisal Services	All Categories of Surplus Property to be Sold by Contractor	\$0.00	Contractor can provide estimated sales values for surplus property being sold at auction or sale by the Contractor.
	All Categories of Surplus Property Not Set for Auction or Sale by Contractor	\$125.00 per hour plus travel expenses	Contractor can provide appraisal services and reporting on surplus property State may be considering for trade-in or sale via alternative method outside of the scope of this contract.
Powered By DIY Platform	DIY Sales Platform	\$0.00	Contractor offers a DIY sales platform where State personnel can list and oversee the sale of surplus property. There is no cost to the State to use this platform. Contractor will collect a buyer fee from all buyers who purchase via the DIY platform. Contractor will consult with and train State personnel on the DIY platform at no additional cost.
Aircraft	Auction or Sale of Government Owned Aircraft	5% plus title and escrow fees	Contractor will prepare a custom proposal for aircraft auctions and sales.
Real Estate	Auction or Sale of Government Owned Real Estate - Full Service	5% plus advertising costs	Contractor will prepare a custom proposal for full service real estate auctions and sales. Additional broker fees may also apply.

	Auction or Sale of Government Owned Real Estate - Staff Only	Quoted case-by-case	Contractor can provide auctioneer services for real estate auctions such as in the case of tax delinquent or other delinquent property in need of disposal by State departments.
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Contractor will always endeavor to negotiate the best possible prices available in its market area. Subject to the one year price guarantee period stated in solicitation #BP20-42 which includes preapproval by the State of Utah Division of Purchasing's, if over the lifetime of the contract, Contractor's costs exceed the price listed in transportation, repairs, or because of circumstances outside of the Contractor's control, Contractor reserves the right to increase the affected costs to an amount proportionate to the market increase evidenced by market data. Circumstances warranting such an increase include, but may not be limited to: excessive increases in fuel costs, transportation costs, increases in fees charged by government regulatory agencies, or other unknown or unforeseen circumstances. The basic sales commission rate will not change at any point during the life of the contract.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jesse Rogers, Bus Vehicle Procurement Proj Mgr

TITLE:

Contract: 25 CNG Buses through Washington State Contract Assignment of Options (Gillig LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute an assignment of contract rights order on Washington State contract no. 06719-01, and associated disbursements, with Gillig LLC in the amount of \$18,943,725.

BACKGROUND:

This order is the result of a No-Low emission federal grant that UTA was awarded for 25 compressed natural gas (CNG) buses in 2023. The buses will be for service expansion planned in conjunction with the 5600 West (Westside Express) project.

DISCUSSION:

UTA staff is requesting approval of the Order Notice to Proceed on an assignment of contract rights under the Washington State contract with Gillig LLC, totaling \$18,943,725. This request involves the procurement of 25 compressed natural gas (CNG) low-floor buses, which are critical for the service expansion planned in conjunction with the 5600 West project. Buses will go into production in 2025 and are anticipated to start arriving during the fourth quarter of 2025. Payment for the vehicles will utilize the 2025 and 2026 approved 5-year plan funds for MSP260. The purchase will include a milestone payment made in 2024 utilizing 2024 budget authority.

CONTRACT SUMMARY:

Contractor Name:	Gillig LLC
Contract Number:	WA #06719-01, UTA PO #17341AB
Base Contract Effective Dates:	4/2021 thru 3/2026
Extended Contract Dates:	N/A
Existing Contract Value:	\$0.00 UTA (Washington State contract value not disclosed)
Amendment Amount:	\$18,943,725
New/Total Contract Value:	\$18,943,725
Procurement Method:	Contract options thru assignment of contract rights (Washington State RFP initially)
Budget Authority:	2024 Approved Capital Budget

ALTERNATIVES:

Do not order buses for 5600 West service expansion.

FISCAL IMPACT:

This bus procurement will utilize 2024 budget authority for a milestone payment in 2024 and is included in the approved 2024 - 2028 Capital Plan. The No-Low Grant is also in UTA's approved 5-Year Capital Plan. Capital Project MSP260, for 5600 West, has budget authority in 2024 totaling \$3.5M, a 2025 spending plan of \$16,500,000 and a 2026 spending plan of \$15,000,000. The purchase order for this procurement will encumber 2024, 2025 and 2026 approved 5-year plan spend years. The team has estimated that 21 buses will be covered with 2025 funds and 4 with 2026 funds. The P.O. is broken out as follows:

- Milestone payment 2024 spend for \$500,000 (Approved Capital budget is \$3,500,000)
- (21) buses - 2025 spend for \$15,912,729 (Approved Capital plan is \$16,500,000)
- (4) buses - 2026 spend for \$2,530,996 (Approved Capital plan is \$15,000,000)

Note: MSP260 is for the 5600 W project including construction and vehicles costs. This memo is exclusively for procurement of the vehicles.

ATTACHMENTS:

NTP assignment of contract options for contract 06719

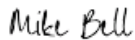
State of Washington fully executed contract

GILLIG CORPORATION P.O. BOX 45569 SAN FRANCISCO CA 94145-0569			PURCHASE ORDER NUMBER	
			OG	
				17341
				PO Number Must Appear On All Invoices And Shipments
		Utah Transit Authority		VENDOR NUMBER
		<i>An Equal Opportunity Employer</i>		PO DATE
				1103769
				8/15/2024
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY
AP@RIDEUTA.COM		ATTENTION: RECEIVING		FOB
669 W 200 S		3600 S 700 W		Freight Pre-pay And Add
SLC, UT 84101		801-287-3008		BUYER
		www.rideuta.com		PAGE NUMBER
				Burton, Amanda
				1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 18,943,725.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	00014257	10/30/25	21 EA	40-3260.59000.9001	Gillig CNG 40ft bus FY2025	757749.0000	15,912,729.00
6	00014257	10/30/26	4 EA	40-3260.59000.9001	Gillig CNG 40ft bus FY2026	632749.0000	2,530,996.00
7	00014257	11/1/24	1 EA	40-3260.59000.9001	FY2024 Preproduction Milestone	500000.0000	500,000.00

Per State of Washington Contract #06719 in compliance with FTA C 4220.1F (V)(7)

DocuSigned by:

 70E33A415BA44F6...

10/3/2024

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

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



08/14/2024

RE: Purchase Request #1135

This document is in response to request dated 08/07/2024 for authorization to purchase transit buses from DES Master Contract #06719. Your request is as follows:

DES Contract #:

06719

Contractor/ Vendor Sales Rep

Gillig/ Sean Solis

Delivery Address

669 west 200 south
Salt Lake City, UT 84101

Vehicle Type

Quantity

Bus Length (feet)

Fuel Type

CNG Low Floor Buses

25

40

CNG

The contract pricing established during the competitive bid process and the terms and conditions shall apply for this purchase. DES authorizes your organization to proceed in ordering the above referenced buses.

Thank you for your interest in doing business with the State of Washington. If you have any questions or concerns, please contact buspurchases@des.wa.gov.

Sincerely,

La Brayere, Alec (DES)
Contracts & Procurement Division
Washington State Department of Enterprise Services

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719-01

TRANSIT BUSES: HEAVY DUTY

**30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT
CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES**

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

GILLIG LLC

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719

TRANSIT BUS – HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Gillig LLC, a California company (“Contractor”) and is dated and effective as of April 1, 2021.

RECITALS

- A.** Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).
- B.** Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.
- C.** Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.
- D.** The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.
- E.** Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses.
- F.** Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

- G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.
- H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at its sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.
- 3.3. **PARTICIPANT CHANGE ORDERS.**
- (a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.
 - (b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.
 - (c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.
 - (d) If any change under this clause causes an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost

reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.
 - (f) The Contractor must assert its right to an adjustment under this clause within 30 days after
 - 1. receipt of a written change order under paragraph (a) of this clause or
 - 2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
 - (g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.
 - (h) This clause does not supersede FTA Circular C 4220.1F.
- 3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1 each year. Prices shall be adjusted on June 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
- $$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$
- 3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).
- 3.6. GOODS AND SERVICES ADDITION. Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.
- 3.7. PRICING OF GOODS AND SERVICE ADDITIONS. Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI,

2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.

3.8. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor

does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- 4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.
- 4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

- 4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a “manufacturer’s statement of origin” (MSO) and applicable state title application to register the Transit Bus with the Participant’s applicable state licensing authority at the time of delivery.
- 4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.15. PAY EQUITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchase Order”). All order documents must reference the Master Contract number. Consistent with Participant’s procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant’s needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant’s agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant’s respective authorization authority for use of those FTA funds shall approve the Participant’s initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant’s respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.
- 5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor’s capacity to fulfill orders.
- 5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

- (b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed \$300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.
- (c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.

5.6. **PROTOTYPE BUSES.** If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

- 5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
 - If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
 - Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
 - Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay.
 - Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.
- 5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of \$250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.
- 5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections

and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract.

- 5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:
- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
 - Require Contractor to refund the price of any or all of the damaged goods; or
 - Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.

Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.

- 5.11. POST-INSPECTION REPAIRS BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control.
- 5.12. CONTRACTOR SERVICE AND PARTS SUPPORT. For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.
- 5.13. PARTS AVAILABILITY GUARANTEE. Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance

provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

- 5.14. **TERMINATION FOR WITHDRAWAL OF FUNDING.** If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination.
- 5.15. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participants agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 5.16. **ON SITE REQUIREMENTS.** While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
 - (a) Master Contract No. 06719
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.10% for payments within 20 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.
- 6.3. MILESTONE PAYMENTS. Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.
- 6.4. OVERPAYMENTS. Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.5. NO ADVANCE PAYMENT. No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.
- 6.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: David Mgebroff
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8049
Email: david.mgebroff@des.wa.gov

Contractor

Attn: Lee Petersen, Regional Sales Manager
and Maribel Gonzalez-Becerra, Bid & Contract
Specialist
GILLIG LLC
451 Discovery Drive
Livermore, CA 94551
Tel: (800) 785-1500
Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: William F. Fay, Jr.
Vice President Sales
GILLIG LLC
451 Discovery Drive
Livermore, CA 94551
Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
 - (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the

Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .00150.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sum, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect

from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

- 11.1. **CONTRACTOR WARRANTY.** Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

- 11.2. **WARRANTY INFORMATION.** Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.
- 11.3. **SYSTEM WARRANTIES.** The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	3 years, 100,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	6 years, 300,000 miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages. ** Warranty of One Year/Unlimited Miles
- Air compressor.
- Air dryer. ** Warranty of One Year/Unlimited Miles
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ Engine ▪ Transmission or Traction Motor ▪ Alternator ▪ Starter ▪ Destination/Luminator (Major components) ▪ Drive axle and non-drive axle(s) ▪ DVR unit, supporting electronics (Monitors) | <ul style="list-style-type: none"> ▪ Driver's seat ▪ Battery equalizer ▪ Radiator package ▪ Exhaust emission components ▪ A/C compressor and condenser/evaporator unit ▪ Power steering unit ▪ Fuel cylinders (if applicable) ▪ Air compressor ▪ Wheelchair ramp (if applicable) |
|--|---|

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty five (25%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

- 12.1. REPAIR PERFORMANCE. Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs.
- 12.2. REPAIRS BY THE CONTRACTOR. Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.
- Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.
- 12.3. REPAIRS BY PARTICIPANT. If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.
- 12.4. DEFECTIVE COMPONENT RETURN. Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.
- 12.5. FAILURE ANALYSIS. Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.
- 12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.
- 12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.
- 12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after

Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

- 12.9. **WARRANTY AFTER REPLACEMENT/REPAIRS.** If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

- 12.10. **WARRANTY PROCESSING PROCEDURES.** The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

- 12.11. **RETURN OF PARTS.** When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number

- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall

be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.

- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.

- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing

configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

- 15.1. DISPUTE PROCEDURE. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15.2. PERFORMANCE DURING DISPUTE. Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

- (b) **TERMINATION FOR CHANGE OF AUTHORITY.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
- (c) **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

16.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 17.1. **FTA INTEREST.** The U.S. Federal Transit Administration ("FTA") has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.
- 17.2. **NOTIFICATION TO FTA.** If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.
 - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the award, this Master Contract, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.

17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 18.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.
- 18.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. **FEDERAL FUNDS.** To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 18.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia,

Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.

- 18.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: *Elena McGrew*
Elena McGrew
Its: Enterprise Procurement Manager

GILLIG LLC
a California company

By: *William F. Fay, Jr.*
William F Fay, Jr.
Its: Vice President Sales



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Tigran Melikyan, Director of Business Analysis

TITLE:

Contract: Qualtrics Software Services (Carahsoft)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the purchase order and associated disbursements with Carahsoft under a State of Utah cooperative contract for Qualtrics services for 3 years from 2024 - 2027 in the amount of \$338,501.88. Execution of contract services beyond September 15, 2026 are contingent upon renewal of the vendor's underlying state contract.

BACKGROUND:

Qualtrics experience management platforms help organizations understand and improve customer and employee satisfaction through gathering feedback and aiding analysis through quantitative and qualitative methods including sentiment analysis.

UTA currently gathers customer and employee feedback through multiple survey methods and tools with limited and manual qualitative analysis capabilities. Utilizing Qualtrics will create a standardized feedback and engagement system and allow for enhanced data collection, storage, and analysis.

DISCUSSION:

The agreement will procure the Qualtrics EmployeeXM package enabling centralized customer and employee feedback collection through the cloud-based survey creation and distribution platform. This will enable real

time analysis with descriptive statistics, cross-tabulation, sentiment analysis, and qualitative analysis functionality for satisfaction, engagement, and pulse surveys. The current process of using multiple platforms and tools including individual spreadsheets creates inconsistent and disparate data storage practices with the risk of data loss. A centralized Enterprise solution will enable UTA to store and access survey data in a single location enhancing availability, security, and data quality while allowing for trend analysis over time.

Because the underlying State Contract expires on 9/15/2026, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the state contract is extended, renewed or replaced. State Contract expiration date will be tracked and status will be verified prior to expiration of 9/15/2026.

CONTRACT SUMMARY:

Contractor Name:	Carahsoft
Contract Number:	PO# 20038028, #AR2472
Base Contract Effective Dates:	3/1/2017-9/15/2026 (state contract effective date), Period of Performance for this purchase is 11/2024-11/2027
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$338,501.88
Procurement Method:	Utah State Contract AR2472
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Do not proceed with procurement and continue use of more limited and varied feedback and analysis tools.

FISCAL IMPACT:

The expected total 3-year spend is \$338,501.88. The approved 2024 -2025 budget includes \$107,250.30 for the Qualtrics EmployeeXM package. Projected funding requests for 2025 -2026 and 2026 - 2027 will be \$104,452.63 and \$126,798.95, respectively. All funds will come from the Contract Services operating expense line item in the Department of Information Technology yearly budget. Licenses are based on a 1-year term (12 months) and start date will be indicated when order is placed.

2024 -2025 Budgeted Total: \$107,250.30 (5200.50353.92)

2025 - 2026 Request: \$104,452.63

2026 - 2027 Request\$ \$126,798.95

Expected 3-year Qualtrics EmployeeXM package spend: \$338,501.88

ATTACHMENTS:

- 1) Purchase Order
- 2) <https://statecontracts.utah.gov/Contract/Details/AR2472-ITTechnology%7C532317bac074->

Carahsoft Technology Corporation 11493 Sunset Hills Road Suite 100 Reston VA 20190			PURCHASE ORDER NUMBER ON	20038028	
			PO Number Must Appear On All Invoices And Shipments		
SEND INVOICE TO: AP@RIDEUTA.COM		Utah Transit Authority <i>An Equal Opportunity Employer</i>		VENDOR NUMBER 1477770	PO DATE 10/4/2024
				SHIP TO: ATTENTION: RECEIVING	
669 W 200 S		801-287-3008		BUYER	PAGE NUMBER
SLC, UT 84101		www.rideuta.com		Dang, Jenny	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 338,501.88 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014121	10/4/24	1 EA	5200.50353.92	EX & CX System License	107250.3000	107,250.30
2	00014121	10/4/24	1 EA	5200.50353.92	EX & CX System License Year 2	104452.6300	104,452.63
3	00014121	10/4/24	1 EA	5200.50353.92	EX & CX System License Year 3	126798.9500	126,798.95

This order is subject to pricing under the State contract, contract number AR2472.

<https://statecontracts.utah.gov/Contract/Details/AR2472-IT-Technology%7C532317bac074-4a9b-97e6-23d956c205f4>

Continued validity of this Purchase Order is contingent upon Carahsoft's renewal of its state contract beyond 9/15/26.

UTAH TRANSIT AUTHORITY

DocuSigned by:

 By 70E33A415BA44F6
UTA Legal Counsel
 10/8/2024

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

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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate and TOC

TITLE:

Disbursement: Bangerter Station LLC Additional Capital Contribution

AGENDA ITEM TYPE:

Disbursement

RECOMMENDATION:

Authorize the Executive Director to sign the Consent Letter with Bangerter Station LLC and to disburse \$250,000 as an additional capital contribution, per the terms of the Bangerter Station LLC operating agreement.

BACKGROUND:

UTA is a 50% partner in a joint venture (Bangerter Station LLC) establishing a TOD at the Jordan Valley TRAX Station. To fund infrastructure for the project, the joint venture obtained loans secured by the vacant land. Several phases of development have been successfully completed. Individual parcels are removed from the land loan when they are developed. Costs associated with the loan and vacant land are the obligation of the joint venture. However, due to market conditions, lease-up of the latest phase of development has been slower than projected, straining joint venture cashflows. UTA's partner, Boulder Ventures, has fronted costs associated with the land loan and vacant land but has asked UTA to share those costs.

DISCUSSION:

The joint venture has recently refinanced its land loan, and the lender requires an initial interest payment of \$250,000 to secure the loan terms. This initial payment would be used to service interest payments until exhausted. It is proposed and recommended that UTA cover the initial payment. UTA's contribution will be handled in accordance with terms described in the existing joint venture operating agreement.

ALTERNATIVES:

Failure to make the proposed payment would incur remedies from the lender, including increase in interest rate. Failure to make interest payments would cause the loan to default and the vacant land to revert to lender.

FISCAL IMPACT:

Funds for the \$250,000 payment are available in the approved 2024 Capital Budget as adjusted in TBA2024-11-01. Payment retains UTA's value in vacant land. Additional Capital Contribution earns 5.5% preferred return.

ATTACHMENTS:

Consent Letter (UTA Contract No. 24-P00409)

Operating Agreement

October 29, 2024

Utah Transit Authority
669 W. 200 S.
Salt Lake City, UT 84101
Attn: Paul Drake

RE: Bangerter Station, LLC

Paul:

As you are aware, Bangerter Station Associates, LLC, a Utah limited liability company (“Associates”), and Utah Transit Authority, a public transit district organized under the Utah Public Transit District Act (“UTA”), are the Members of Bangerter Station, LLC, a Utah limited liability company (the “Company”), upon and subject to the provisions and conditions of that certain Operating Agreement of Bangerter Station, LLC, dated December 15, 2010, as amended (the “Operating Agreement”). Associates and UTA each hold a fifty percent (50%) membership interest in the Company. Unless otherwise defined herein, capitalized terms will have the same definition as set forth in the Operating Agreement.

As a follow up to our recent discussions, we have summarized the status of the existing loans encumbering certain property owned by the Company’s subsidiaries and UTA’s agreement to make an Additional Capital Contribution to the Company.

1. Existing Loans

a. JVSH Loan

The Company is the sole member of Jordan Valley Station Holdings, II, LLC, a Delaware limited liability company (“JVSH”). JVSH owns that certain vacant land measuring approximately 12.37 acres located in Salt Lake County, Utah (Tax ID: 27-05-228-022, 27-05-228-021, 27-05-228-020, 27-05-203-029, 27-05-203-030, 27-05-203-031, 27-05-229-004 and 27-05-284-001) (the “JVSH Property”).

Pursuant to the provisions and conditions of that certain Promissory Note, dated July 6, 2021, as amended (the “JVSH Note”), University First Federal Credit Union (“University First”) previously made a loan to JVSH in the original principal amount of \$10,000,000.00 (the “JVSH Loan”). The JVSH Loan is secured by that certain Deed of Trust, dated July 6, 2021, made by JVSH, as trustor, in favor of University First, as beneficiary (“JVSH Deed of Trust”), which encumbers the Property.

b. JVSIX Loan

The Company is the sole member of Jordan Valley Station IX, LLC, a Delaware limited liability company (“JVSIX”). JVSIX owns that certain vacant land measuring approximately 2.91 acres located in Salt Lake County, Utah (Tax ID: 27-05-230-002) (the “JVSIX Property”).

JVSIX successfully refinanced the JVSIX Property with a loan made by University First in the original principal amount of \$2,705,965.00 (the “JVSIX Loan”). The JVSIX Loan is evidenced by that certain Promissory Note, dated August 30, 2024, made by JVSIX in favor of University First (the “JVSIX Note”). The JVSIX Loan is secured by that certain Deed of Trust, dated August 30, 2024, made by JVSIX, as trustor, in favor of University First, as beneficiary (“JVSIX Deed of Trust”), which encumbers the JVSIX Property.

2. Deposit

Pursuant to the JVSIX Note, JVSIX is required to deposit \$250,000.00 (the “Deposit”) with University First within ninety (90) days after the closing of the JVSIX Loan. The JVSIX Note states that the monthly payments due under the JVSIX Note will be paid from the Deposit until such time that the JVSIX Loan is paid in full or the full amount of the Deposit has been depleted to zero dollars.

UTA has agreed to make an Additional Capital Contribution to the Company in the amount of \$250,000.00 pursuant to Section 5.2 of the Operating Agreement (the “UTA Additional Capital Contribution”). The Company will contribute the UTA Additional Capital Contribution to JVSIX, who will deposit the UTA Capital Contribution with University First to satisfy the Deposit requirement pursuant to the JVSIX Note.

The UTA Additional Capital Contribution will be subject to the UTA Preferred Return in accordance with the provisions and conditions of the Operating Agreement. The UTA Preferred Return shall accrue on each dollar of the UTA Capital Contribution from the date such dollar is disbursed by JVSIX for the payment of interest payments or extension payments due under the JVSIX Note.

3. Approval

In accordance with the provisions and conditions of Section 5.2 of the Operating Agreement, UTA and Associates, in its capacity as the Manager of the Company, hereby approve of UTA making the UTA Additional Capital Contribution.

[The remainder of this page intentionally left blank]

Please confirm your agreement to the foregoing terms and conditions by signing where indicated below.

Sincerely,

Bangerter Station Associates, LLC,
a Utah limited liability company

By:



Jeffrey M. Vitek, Managing Member

Acknowledged and Agreed:

Utah Transit Authority, a public transit district
organized under the Utah Public Transit District
Act

Date: October 2 , 2024

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Approved As To Form

UTA Legal Counsel

OPERATING AGREEMENT

OF

**BANGERTER STATION, LLC,
a Utah limited liability company**

Dated as of December ___, 2010

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY NOR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY HAS APPROVED OR DISAPPROVED THIS OPERATING AGREEMENT OR THE MEMBERSHIP INTERESTS ("INTERESTS") PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), NOR UNDER THE SECURITIES LAWS OF ANY OTHER COUNTRY, AND THE LIMITED LIABILITY COMPANY IS UNDER NO OBLIGATION TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT OR ANY OTHER SUCH LAWS IN THE FUTURE.

AN INTEREST MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO A "U.S. PERSON", WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT, IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER OF THE LIMITED LIABILITY COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. HEDGING TRANSACTIONS INVOLVING AN INTEREST MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. ADDITIONAL RESTRICTIONS ON THE TRANSFER OF INTERESTS ARE CONTAINED IN ARTICLE XII OF THIS AGREEMENT. BASED UPON THE FOREGOING, EACH ACQUIROR OF AN INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF INVESTMENT THEREIN FOR AN INDEFINITE PERIOD OF TIME.

OPERATING AGREEMENT
OF
BANGERTER STATION, LLC
a Utah limited liability company

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**OPERATING AGREEMENT
OF
BANGERTER STATION, LLC
a Utah limited liability company**

THIS OPERATING AGREEMENT is made and entered into as of the ___ day of December, 2010, by and among UTAH TRANSIT AUTHORITY (“UTA”), a transit district organized under the Public Transit District Act (the “Act”), contained in Title 17B of laws of the State of Utah, and BANGERTER STATION ASSOCIATES, LLC, a Utah limited liability company (“Associates”), as the Members of BANGERTER STATION, LLC, a Utah limited liability company (the “Company”).

ARTICLE I

DEFINITIONS

Definitions. The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) “Additional Member” means any Person admitted to the Company with all the rights of a Member pursuant to Article XI of this Operating Agreement.

(b) “Additional Member Preferred Return” means an amount that provides, or amounts that together in the aggregate would provide, each Additional Member with a non-cumulative annual return of five percent (5.0%), on all of its Unreturned Capital Contributions, provided that if the Initial Members agree to the same, the said percentage return on the Unreturned Capital Contributions may be at a higher percentage rate, if necessary to attract the investment by the Additional Members (the “Adjusted Return Rate”).

(c) “Adjusted Return Rate” has the meaning ascribed to that term in the definition of “Additional Member Preferred Return.”

(d) “Affiliate” means, when used with reference to a specific Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling", "controlled by" and "under common control with"), as applied with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

(e) Associates Preferred Return” means an amount that provides, or amounts that together in the aggregate would provide, Associates with a non-cumulative annual return of five percent (5%) on all of its Unreturned Capital Contributions at the dollar value ascribed to the same pursuant to the terms of this Operating Agreement. Notwithstanding the foregoing, in the event that UTA elects to modify the UTA Preferred Return as provided in the definition of “UTA Preferred Return,” the percentage set forth in this definition may be, at the sole and absolute discretion of Associates, modified to be the equivalent of the modified UTA Preferred Return, with such Adjusted Return Rate being applicable to all or any portion of the entire Unreturned Capital Contributions of Associates from the date of such change.

(f) “Capital Account” shall have the meaning set forth in Article VI of this Operating Agreement, as further elaborated in the Capital Accounting and Tax Addendum.

(g) “Capital Accounting and Tax Addendum” means the Capital Accounting and Tax Addendum that is attached to this Operating Agreement and fully incorporated herein by this reference and other multiple references throughout this Operating Agreement.

(h) “Capital Contributions” means, with respect to any Member, the total of all capital contributions, whether in cash or in-kind (to include contributed real or personal property and, with respect to Associates only, services and/or work performed with respect to the Project), made by such Member (including, as to the Initial Members, their Initial Capital Contributions and, as to Associates, its Capitalized Development Fee), as provided by and consistent with the terms of this Operating Agreement, including the consent and agreement of the Initial Members with respect to the admission of Additional Members and their associated capital contributions. Capital Contributions constitute what UTA and Associates have agreed to be the basic invested equity interest of each Member and, with respect to any Preferred Return or actual return of Capital Contributions (as provided in Article VIII hereof) shall not necessarily be the equivalent of the Member’s Capital Account balance at any given point in time.

(i) “Capitalized Development Fee” is the component of the Development Fee that is described as such in the definition for the term “Development Fee.”

(j) “Company” means Bangerter Station, LLC, a Utah limited liability company.

(k) “Contribution Agreement (Phased)” means the agreement of UTA as set forth in Section 3.2 hereof with respect to the Development Property, providing for a firm commitment by UTA to convey unencumbered fee simple absolute title to the Development Property to the Company on the phased basis provided in Section 3.2.

(l) “Corridor” shall mean any railroad right-of-way owned or operated by UTA, and located along the urbanized area of Utah’s “Wasatch Front,” including any platforms serving the Corridor.

(m) “Declaration” has the meaning set forth in Section 3.2 (d).

(n) “Deferred Development Fee” is the component of the Development Fee that is described as such in the definition for the term “Development Fee.”

(o) “Development Agreement” has the meaning set forth in subsection 3.2 c. of this Operating Agreement.

(p) “Development Budget” means the agreed general pro-forma budget for the development, improvement and build-out of the Development Property consistent with the provisions of Article III hereof and the Development Plan.

(q) “Development Costs” means any and all costs and expenses incurred by or on behalf of the Company for the planning, zoning, development, construction, improvement, management, leasing and build-out of the Development Property, including without limitation: (i) travel expenses (including, but not limited to, travel expenses to and from the Development Property and to and from any office established at the Development Property or in conjunction with the planning and development of the Development Property and actual travel expenses to attend any meetings and visits to the Development Property, so long as such costs are commercially reasonable and any(provided that the expense-per-person for transportation shall, in no event exceed the cost of round-trip business class air travel by commercial fare for the principal of the Manager only and coach air line fare for any other person, including such expenses incurred with respect to the marketing, development, construction and management of the Development Property, (ii) outside consultant expenses, (iii) costs and expenses incurred to obtain entitlements, public financing and/or other necessary or desirable governmental and other assistance and approvals for the Development Property; (iv) any and all costs and expenses incurred by Manager in performing its obligations under Section 9.3 of this Operating Agreement; (v) costs and)expenses of architects and engineers, (vi) costs and expenses of a project manager, superintendent, marketing director and staff, provided that if such employee is not exclusively working on the Development Property, said costs shall be equitably allocated in the exercise of reasonable business judgment, for the Development Property, and (vii) costs and expenses associated with any dedicated employee working exclusively on the Development Property, consistent with the provisions of Article III hereof and the Development Plan, for the purposes and items detailed and projected in the Development Budget or an operating budget. Development Costs shall also include the reasonable costs and expenses incurred by the “Master Developer” (as that term is defined in the Development Agreement) in carrying out its obligations, if any, as the Developer under the Development Agreement to assist or carry out any portion of the development of the Retained Property (or any portions thereof), provided that the same are also detailed, estimated and outlined in the Development Budget. Notwithstanding the foregoing, Development Costs shall not include costs incurred for general corporate overhead of Associates.

(r) “Development Cost Certification” means the monthly certified statement of Development Costs prepared by the Manager and submitted to UTA, providing a certification of the Development Costs incurred through the date of such certification, showing on a line-item basis (consistent with the line-items in the Development Budget) all Development Costs incurred since the last such certification. The monthly statement shall show (1) the current incurred Development Costs for each Development Budget line-item during the month, (2) the cumulative Development Costs for each Development Budget line-item and (3) the Development Cost Budget for each such line-item. Absent manifest error and unless adjusted pursuant to either the annual reconciliation process or the audit process described in this subsection of Article I, the Development Cost Certification shall be the basis upon which the aggregate Development Costs are established for purposes of the Development Fee calculations. Manager shall be responsible for maintaining in an organized and readily accessible manner, all underlying and back-up invoices, evidences of payment and similar evidence of Development Costs for which Development Cost Certifications have been given, organizing the same on a month-by-month basis. After the close of each calendar year during the pendency of this Operating Agreement, Manager will, at the written request of UTA (given on or before March 1 of each calendar year), cooperate with representatives of UTA in a review and reconciliation examination of the said books, records and information to confirm the accuracy of the Development Cost Certifications from the preceding calendar year. Further, once in each calendar year during the pendency of this Operating Agreement, UTA may, at its sole option, cause an independent review and audit of the Development Cost Certifications upon not less than 10 business days’ prior written notice of its intention to conduct any such audit and Manager shall reasonably cooperate with such audit and provide additional information as reasonably requested. The audit shall be conducted during normal business hours in such a manner so as not to disrupt Manager’s business operations and shall be performed by an independent qualified accountant of UTA’s choice experienced in auditing development costs; provided, however, such accountant may not be retained or paid on the basis of a contingency fee based on adjustments to Development Costs. Based upon the results of the said independent audit, adjustments will be made to the Development Costs, the Development Fee calculations and, as necessary, cash distributions or other matters dependent upon the calculation of the Development Costs shall be adjusted to conform to the corrected Development Costs for the subject period. In the event that the adjustments to the Development Costs resulting from such audit result in an adjustment reducing Development Costs for the audited period by more than 5%, the cost and expense of the subject audit shall be the sole responsibility of the Manager. In all other cases, the cost and expense of the subject audit shall be the sole responsibility of UTA.

(s) “Development Fee” means a fee payable by the Company to Associates which is equivalent to nine percent (9.0%) of the total Development Costs with such fee accruing as and to the extent Development Costs are incurred. One half (1/2) of the Development Fee (together with applicable interest as set forth in Section 9.11) shall be treated as a third-party expense of development and shall be paid to Associates as provided in Article VIII and Article IX of this Operating Agreement (the “Deferred Development Fee”). The other one half (1/2) of the Development Fee shall be accrued on the books of the Company as a fee payable to Associates on a monthly basis which

Associates hereby elects to convert to equity contributions to the Company by Associates beyond its Initial Capital Contribution and shall be treated as additional Capital Contributions of Associates as accrued on a monthly basis (the “Capitalized Development Fee”). Specifically, the Development Fee shall be calculated and accrued on the last day of each calendar month commencing on the date of execution of this Agreement, and ultimately reconciled to and be based upon the Development Cost Certification provided by Associates (as Manager) to the Company and the Members, including UTA.

(t) “Development Plan” means the plan for development, build-out and improvement of the Development Property as a TOD consistent in all material respects with the Preliminary Development Plan proposed by the Manager of Associates and approved by UTA as provided in Section 9.3 d hereof.

(u) “Development Property” has the meaning set forth in Section 3.2 of this Operating Agreement.

(v) “Development Property Total Value” has the meaning set forth in the definition of Statutory Contribution Requirement.

(w) “Entity” means any general partnership, limited partnership, limited liability company, limited liability partnership, for-profit corporation, non-profit corporation, joint venture, trust, business trust, estate, cooperative association or other entity.

(x) “Family” means spouse and descendants, including adopted persons of any generation and descendants of adopted persons of any generation, as well as blood descendants, the estate of any of them, or a trustee of an *inter vivos* trust or custodian for the benefit of any of them.

(y) “Financial Insolvency” of a Person means:

(i) the making of an assignment for the benefit of creditors by such Person;

(ii) the filing of a voluntary petition in bankruptcy by such Person;

(iii) the adjudication of such Person as bankrupt or insolvent;

(iv) the filing by such Person of a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) the filing of an answer or other pleading by such Person admitting or failing to contest the material allegations of a petition filed against such Person in any proceeding described in subsection (iv) above;

(vi) the seeking, consent to, or acquiescence in by such Person of the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties;

(vii) the failure of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation to be dismissed within one hundred twenty (120) days after its commencement; or the failure of any appointment, made without such Person's consent or acquiescence, of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties to be vacated or stayed within ninety (90) days after such appointment, or the failure of any such appointment to be vacated within ninety (90) days after the expiration of any such stay; or

(viii) the imposition of a charging order against the interest of such Person.

(z) "Fiscal Year" means the Company's fiscal and taxable year.

(aa) "FTA" means the Federal Transit Administration.

(bb) "FTA Oversight" has the meaning ascribed to that term in Section 3.2(d).

(cc) "IRC" means the Internal Revenue Code of 1986, as amended, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(dd) "Incompetency" of an individual Person means a determination of such individual's incompetency, whether for insanity, age, disability or other reason. For this purpose, such determination shall be made by a duly licensed physician chosen by the Manager. If the competency of an individual Manager is questioned, the Members (not including said Manager if he/she is also a Member) may select the determining physician. If such individual disputes such declaration, he may choose a second physician, and said two physicians shall choose a third physician, and the decision of the majority of said physicians as to the competency of such individual shall be binding on all parties. Each party shall bear the cost of the physician chosen by it and the parties shall split the cost of the third physician.

(ee) "Infrastructure" means any right, title or interest in and to roads, roadways, public parking facilities (public parking lots and/or the Parking Structures), utility improvements (including, but not limited to lines, pipes, cables, conduits, and associated equipment and devices) and any other improvements commonly classified as "infrastructure improvements" made on, over or under the Retained Property (including those improvements required by the "Pioneering Agreement" (currently being negotiated between the City of West Jordan and Associates), to include but not be limited to any use rights, license rights, easement rights, lease rights or other interests in and to the same.

(ff) “Infrastructure Completion Adjustments” shall mean adjustments hereafter made to the UTA Initial Preferred Return Base (a) in the amount of \$4,750,000 upon the substantial completion of the construction of the first of two Parking Structures, as such term is defined herein, together with other site improvements associated with the first Parking Structure pursuant to the Scope of Work and (b) in an additional amount to be determined upon substantial completion of the construction of the second Parking Structure, together with associated other site improvements associated with the second Parking Structure pursuant to the Scope of Work.

(gg) “Initial Capital Contributions” are the amounts designated and agreed dollar amounts ascribed to contributions made by the Initial Members in the amounts and upon the schedule and timing provided in section 5.1 hereof and in **Schedule One**. In all events, notwithstanding the phased title transfers provided for the Development Property under Section 3.2 and the Contribution Agreement (Phased), the parties acknowledge and agree that the Development Property shall be deemed to have been made available to the Company by UTA pursuant to the agreement and commitments set forth in the Contribution Agreement (Phased) and, accordingly, the Initial Capital Contribution of UTA (and, as of the date of execution of this Agreement, the Unreturned Capital Contribution of UTA) shall be in the amount specified in **Schedule One**. However, for purposes of the calculation of the UTA Preferred Return and the distribution of the same as provided in Section 8.1 b. below, the UTA Preferred Return shall be calculated based upon the assumption that the Unreturned Capital Contribution of UTA is \$7,000,000.00 (the “UTA Initial Preferred Return Base”), provided that the said sum is hereafter subject to the Infrastructure Completion Adjustments. As to Additional Members, “Initial Capital Contributions” are the initial contributions agreed to by and between the Manager and such Additional Members in connection with the approval of such Additional Members hereunder.

(hh) “Initial Members” are Associates and UTA and each is an “Initial Member.”

(ii) “Liquidation” means the liquidation of the Company or the liquidation of a Member’s interest in the Company, as the context may require, and has the meaning set forth in Regulations Section 1.704-1(b)(2)(ii)(g).

(jj) “Major Capital Event” means any borrowing or financing secured by the Development Property as collateral, any sale of all or a portion of the Property or any Company assets (except dispositions of personal property and equipment in the ordinary course of business), or the proceeds from any insured casualty loss, condemnation or other involuntary conversion (including losses covered by title insurance).

(kk) “Majority in Interest” refers to Members whose Percentage Interests as defined in subsection 1.1(p) below, as reflected in their aggregate, are in excess of fifty percent (50%) of the total Percentage Interests of all of the Members entitled to participate in a particular action or decision. If a greater Percentage Interests is required, it shall be so specified herein.

(ll) “Management Agreement” shall mean the Property Development and Management Agreement to be negotiated in good faith by and between the Company and Manager allowing Manager to be compensated for all development, leasing, management and asset management services provided to the Company and reflective of the management fees agreed upon in Section 9.11 of this Agreement. ,

(mm) “Manager” means the Person designated as Manager in accordance with the provisions hereof. Bangerter Station Associates, LLC, a Utah limited liability company is hereby designated as “Manager.” UTA agrees that Bangerter Station Associates LLC may be replaced as Manager at any time in its sole discretion by an Affiliate of Bangerter Station Associates, LLC or other entity so long as, in either event, Jeffrey M. Vitek has a substantial ownership interest in such Affiliate or other entity.

(nn) “Member” means each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members.

(oo) “Net Cash Flow” of the Company shall be determined for each Fiscal Year in accordance with sound, cash basis accounting principles and means (i) all cash receipts of the Company during such period, from whatever source, whether or not taxable, excluding proceeds of a Major Capital Event, plus (ii) any cash that is released during such period from the cash reserves of the Company, referred to in (iv) below, less (iii) all cash expenditures and cash losses of the Company during such period, whether capital or current, tax deductible or nondeductible (including debt service payments but excluding distributions to Members), and less (iv) reasonable additions during such period to Company cash reserves deemed necessary by the Manager in its sole and absolute discretion for working capital, contingent liabilities, debt reserves, capital improvements and replacements, and investments (any such reserve amounts being established in written notice to the Members, with material changes to the reserve amounts also being published to the Members, by written notice).

(pp) “Net Proceeds of Any Major Capital Event” means the gross proceeds received by the Company of any Major Capital Event, less the proceeds thereof used to repay any construction financing or other indebtedness required to be paid in connection with such event and less any fees and costs associated with the transaction in question and any other costs or expenses required to be paid by the Company in connection with such event.

(qq) “Operating Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time in accordance with the terms of this Operating Agreement.

(rr) “Parking Structure” means the two (2) parking structures containing at least 1,152 parking spaces in the aggregate that are part of the Infrastructure to be constructed by UTA on the Retained Property substantially in accordance with the

Preliminary Development Plan defined in Section 9.3d hereof and which are contemplated to be subject to certain use rights and obligations (as further elaborated in this Agreement) appurtenant to the Development Property.

(ss) “Percentage Interest” shall mean: fifty percent (50%) for Associates and fifty percent (50%) for UTA, subject to the adjustment of UTA’s Percentage Interest as hereinafter provided.

(tt) “Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

(uu) “Phase Pro-ration Fraction” has the meaning ascribed to that term in Section 3.2 of this Operating Agreement.

(vv) “Preferred Return” is a collective reference to Additional Member Preferred Return, Associates Preferred Return and UTA Preferred Return.

(ww) “Preliminary Development Plan” has the meaning ascribed to that term in Section 9.3d of this Operating Agreement.

(xx) “Profits” or “Losses” means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, as the case may be, as determined under IRC Section 703(a) (except that for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to IRC Section 703(a)(1) shall be included in the computation of taxable income or loss, notwithstanding IRC Section 703(a)(2)), with the following adjustments:

(i) any income of the Company that is exempt from federal income tax which would not otherwise be taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in IRC Section 705(a)(2)(B), or treated as IRC Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(b), which would not otherwise be taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss; and

(iii) any items of income, gain, loss or deduction which are specially allocated pursuant to Paragraphs C.1(d) and C.2 of the Capital Accounting and Tax Addendum attached hereto shall not be included in the computation of Profits or Losses.

(yy) “Property” has the meaning set forth in Section 3.2 of this Operating Agreement. The Property consists of the Development Property and the Retained Property.

(zz) “Public Transit District Act” means Title 17B, Chapter 2a, Utah Code Annotated of 1953, as amended), and all references to specific sections thereof shall include any amended or successor provisions thereto.

(aaa) “Regulations” refers to the income tax regulations promulgated under the IRC, as amended from time to time (including corresponding revisions of successor regulations).

(bbb) “Retained Property” has the meaning set forth in Section 3.2(a) of this Operating Agreement.

(ccc) “Scope of Work” has the meaning set forth in Section 10.2 of this Operating Agreement.

(ddd) “Safe Harbor” means the method under which the fair market value of a Safe Harbor Partnership Interest is treated as being equal to the liquidation value of that interest, as defined in the Safe Harbor Regulation.

(eee) “Safe Harbor Election” means the election by the Company of the Safe Harbor, as described in the Safe Harbor Regulation and Internal Revenue Service Notice 2005-43, issued on May 19, 2005.

(fff) “Safe Harbor Partnership Interest” means an interest in the Company that is issued to a service provider in connection with services provided to the Company during such time as a Safe Harbor Election is in effect.

(ggg) “Safe Harbor Regulation” means Proposed Treasury Regulations Section 1.83-3(l), issued on May 19, 2005.

(hhh) “Statutory Contribution Requirement” means contributions by Members other than UTA of assets, rights or interests with a value, reasonably agreed to by UTA equal to 25% of the value of the Development Property (being \$7,000,000.00, the “Development Property Total Value”) and, as to each phase of the Development Property, the Statutory Contribution Requirement shall be determined by multiplying the Development Property Total Value by the Phase Pro-ration Fraction applicable to the specific phase. Notwithstanding the forgoing, the contributions by Members other than UTA may exceed 25% of the Development Property. Compliance with the Statutory Contribution Requirement provided in this Section shall be determined without regard to any legislative amendment to the Statutory Contribution Requirement subsequent to the date hereof.

(iii) “Substituted Member” means any Person admitted to the Company with all the rights of a Member pursuant to Article XI of this Operating Agreement.

(jjj) “TOD” shall mean a “Transit-oriented Development” as that term is defined in the Public Transit District Act.

(kkk) “Transfer” as a verb, means to sell, exchange, assign or otherwise transfer, mortgage, pledge, hypothecate or otherwise encumber property, whether voluntarily or involuntarily, by operation of law, order of any court, contract, gift, will, intestacy, Financial Insolvency, division of property in the context of a divorce or separation proceeding, or otherwise, and as a noun, the act of doing so. Transfer shall include a change in the majority ownership or control of any entity, provided that notwithstanding this provision, a “Transfer” shall not be deemed to have occurred under this circumstance if after such proposed change, (a) the majority ownership or control of the subject entity remains in an affiliate under majority ownership and control legally comparable to that of the original entity, such transfer or change of ownership occurs as the result of a merger or acquisition of the owned or controlled entity, so long as the succeeding entity is an entity under majority ownership and control legally comparable to that of the original entity, or (b) Jeffrey M. Vitek maintains a substantial interest in the ownership of the subject entity.

(lll) “Unreturned Capital Contributions” means, as to each Member, the aggregate of all Capital Contributions of each Member as increased from time-to-time by additional Capital Contributions made by or on behalf of any Member and decreased by distributions to a Member under Article VIII, specifically designated as a payment or return of a Member’s Capital Contributions. The Company shall maintain for each Member a separate account and accounting record of each Member’s Unreturned Capital Contributions.

(mmm)“URLLCA” means the Utah Revised Limited Liability Company Act (Title 48, Chapter 2c, Utah Code Annotated of 1953, as amended), and all references to specific sections thereof shall include any amended or successor provisions thereto.

(nnn) “UTA Exit Event” means any of the events listed in 13.1 (b), (c), (d) or (e) of this Agreement.

(ooo) “UTA Initial Preferred Return Base” has the meaning ascribed to that term in the definition of Initial Capital Contribution.

(ppp) “UTA Preferred Return” means an amount that provides, or amounts that together in the aggregate would provide, UTA with a non-cumulative annual return of five and one-half percent (5.5%) on its Unreturned Capital Contributions at the dollar value ascribed to the same pursuant to the terms of this Operating Agreement (including the dollar value shown for the Property as UTA’s Initial Capital Contribution). Notwithstanding the foregoing, the percentage set forth in this definition may be, at the sole and absolute discretion of UTA, and upon prior notice to Associates, modified to be the equivalent of the highest Adjusted Return Rate made available to any Additional Member of Members, with such Adjusted Return Rate being applicable to all or any portion of the entire Unreturned Capital Contributions of UTA.

ARTICLE II

FORMATION AND NAME; PRINCIPAL OFFICE; TERM

2.1 Formation and Name. The Members have previously formed a limited liability company under the name of Bangerter Station, LLC, by the filing of Articles of Organization pursuant to the provisions of URLLCA Section 48-2c-403 and also subject to and in compliance with the requirements of the applicable provisions of the Public Transit District Act. The Members desire to govern the affairs of the Company by entering into this Operating Agreement.

2.2 Principal Office. The principal office of the Company, at which location the records required to be maintained by URLLCA Section 48-2c-113 shall be kept, is the office of the Manager, initially located at 5850 Avenida Encinas, Carlsbad, CA 92008, Attention: Jeffrey M. Vitek. The Manager may at any time change the principal office of the Company with written notice to UTA.

2.3 Registered Office and Registered Agent. The Company's initial registered office is at 185 South State Street, Suite 800, Salt Lake City, Utah 84111, and the name of its initial registered agent appointed pursuant to the Utah Model Registered Agents Act, Title 16, Chapter 17 of the Utah Code Annotated, as amended, at such address is Robert A. McConnell. The Manager may change the registered office and/or the registered agent from time to time.

2.4 Term of the Company. The term of the Company shall commence on the filing of the Articles of Organization and shall continue for ninety-nine (99) years thereafter unless the URLLCA is amended to allow perpetual existence of limited liability companies, upon which the term of this Company shall be perpetual, unless in either case earlier terminated by law or as hereinafter provided.

ARTICLE III

PURPOSES AND POWERS OF THE COMPANY

3.1 Company Purposes. The Company is organized for any and all lawful purposes for which companies may be organized pursuant to the URLLCA and for the purposes permitted for public transit districts under the Public Transit District Act, including but not limited to the acquisition, ownership, holding for investment, development, construction, management, sale, lease, rent, exchange and all other modes of dealing with all forms of real and personal property, tangible and intangible, in support of and association with a TOD. In this regard, the Members acknowledge and agree that the scope and content of the lawful purposes of the Company shall, at all times, comply with applicable provisions of the URLCCA (or any successor statute or any amendments or modifications to the same) and to the applicable provisions of the Public Transit District Act (or any successor statute or any amendments or modifications to the same).

3.2 Company Powers – Phased Title Transfer of Property. The Company shall have and may exercise all powers necessary to the accomplishment of its purposes without the

necessity of their specific enumeration. Nevertheless, the Members have agreed that the primary and principal business purposes and objectives of the Company are the development of the real property that is described in Exhibit A (attached hereto and incorporated herein by this reference) (the "Property") as a TOD. The Members acknowledge and agree that the portions of the Property other than the "Retained Property" (as that term is hereinafter defined) will be transferred to the Company by UTA. UTA hereby commits and agrees that it will transfer the fee title to the Development Property to the Company in phases, with the acreage contained in each phase and its location consistent with the Development Plan and the timing of such transfer being upon the written request of Associates, in its discretion. UTA agrees that, if requested by Associates and at the cost and expense of the Company, the Company may obtain an ALTA Form B (1970 Amended, amended 10/17/70) Owner's Policy of Title Insurance in form reasonably acceptable to the Company, insuring the Company, as fee owner of the property contributed, with liability in the amount of the applicable Phase Proration Fraction, issued by a title company reasonably acceptable to the Company). Title transfer of each phase shall be simultaneous with any requested transfer of a phase, subject to Associates having met the Statutory Contribution Requirement for that phase; provided, however, compliance with the Statutory Contribution Requirement provided in this Section shall be determined without regard to any legislative amendment to the Statutory Contribution Requirement subsequent to the date hereof. Specifically, Associates acknowledges and agrees that the portions of the Property so transferred and conveyed to the Company, containing a total, over all of the phases contemplated under the contribution agreement, approximately thirty and six-tenths (30.6) acres, are to be developed, built out and used strictly as a TOD (hereinafter the "Development Property") and, in that connection, acknowledges and agrees that the proposed development shall proceed in a manner that will result in improvements and facilities on the Development Property that are consistent and compatible with the provision of access to the public transit facilities that UTA will develop on the Retained Property, all in compliance with the requirements of the Public Transit District Act and any implementing regulations of the same. It is also agreed that the "Phase Pro-ration Fraction" shall mean the fraction (or percentage) derived by dividing the number of acres in any phase of the Development Property by 30.6 acres. UTA acknowledges and agrees that it will reasonably cooperate with such efforts by the Company and will reasonably cooperate with the Company with respect to the Company's development of the Development Property consistent with the TOD requirements, such cooperation to include, without limitation, good faith efforts to minimize any material adverse impact upon the Development Plan (including without limitation any material Development Cost increase) as a consequence of the actions of UTA with respect to the Retained Property. The Members agree that they will each act expeditiously and with good faith to resolve any dispute relating to the covenants of UTA and Associates under this Section 3.2 and to satisfy any applicable subdivision requirements that are a legal condition or prerequisite to the contribution of the Development Property. In this connection, the parties agree that the Development Property shall be, owned, occupied, developed, improved and used subject to the following terms and conditions:

- a. The Members agree that certain portions of the Property (approximately ten and six tenths (10.6) acres) are considered "transit-critical" and will (i) provide public roadways and access that may be dedicated to the City of West Jordan as part of the overall development and subdivision of the Property, (ii) include a light rail station constructed in a manner generally consistent with other UTA light rail stations, and (iii) include Parking Structures that under agreements acceptable to UTA in the exercise of its

reasonable business judgment, consistent with the public transit access needs and goals of UTA, that provide access to the general public using or accessing the improvements and facilities on the Development Property and the TRAX station) subject to the terms of this Operating Agreement (the "Retained Property"). Consistent with the requirements of the Public Transit District Act and this Operating Agreement, UTA will develop and improve the Retained Property in a manner generally consistent with UTA's public transit facilities and improvements (including, the Parking Structures, roadways, and light rail or other public transit stations or stops). Associates agrees that, with respect to the Retained Property, the title and ownership thereof shall be retained by UTA and the development, improvement, ultimate possession, use and control of the Retained Property shall be retained by UTA subject to commitments and agreements with respect to the Retained Property that are specifically set forth in the terms of this Operating Agreement. Attached hereto and incorporated herein by this reference as **Exhibit B** is an initial draft "conceptual site plan" for the Property with the Retained Property identified by cross-hatching. Both UTA and Associates agree that portions of the Retained Property that are designated on the attached conceptual site plan as public roadways may be, at the appropriate time and consistent with the provisions of the "Development Agreement" (as that term is hereinafter defined) dedicated to the City of West Jordan for public use. Except with respect to any development, improvement or use of the Corridor or with respect to matters relating to the development, improvement, construction, design, operation or use of the TRAX station of UTA on the Retained Property that is the subject of federal, state or local legal requirements or UTA operational mandates, the final development plan of UTA for the Retained Property (and any material changes thereto) shall be subject to the written approval of Associates prior to the commencement of work of development, improvement or construction of the same by UTA and shall be consistent with other TRAX stations and corridors developed and operated by UTA. Any such approval of Associates shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any work of development, construction or improvement on the Retained Property that is generally necessary to any reasonable version of a development plan for the Retained Property may be undertaken prior to the approval of Associates.

b. In addition and notwithstanding the cooperative development contemplated hereby, Associates acknowledges and agrees that, except for the specific limited purposes stated in this subsection b. hereafter, the Retained Property and the estate, rights or interests of UTA therein may not and shall not be subjected to any mortgage lien or otherwise subordinated to or encumbered by any interest that is superior in right or priority to the estate, rights or interests of UTA therein. Both UTA and Associates hereby agree and covenant that the development of the Property, including the Retained Property, is intended to be done on a coordinated and integrated basis to create improvements and a development that are compatible with the transit components that are contemplated by and operated by UTA. In that regard UTA acknowledges and agrees that the Retained Property will be subject to encumbrances such as , covenants, conditions, restrictions, access or easement agreements, licenses and other instruments that impact title to the Retained Property, but not monetary liens or financing encumbrances so long as the same are (i) reasonably acceptable to UTA and Associates;

(ii) reasonable and necessary for the development of the Property consistent with the TOD objectives set forth in this Operating Agreement; and (iii) consistent with FTA continuing control requirements and not violative of any law, rule, regulation, condition or requirement applicable to UTA's development, improvement, occupancy and use of the Retained Property as transit-critical property (including the terms, conditions and restrictions accompanying or applicable to any grant monies or other funds used for the said transit-critical purposes) and the requirements of this Operating Agreement. In addition, and notwithstanding the foregoing, UTA agrees that to the extent UTA receives a credit to its capital account for any portion of the Infrastructure that is contributed to or otherwise provided to the Company for use in connection with the Development Property, as hereinafter expressly provided, subject to the prior written approval and consent of UTA (which shall not be unreasonably withheld, conditioned or delayed) and consistent with applicable contractual and lawful restrictions applicable to the same the Company shall have the right to pledge, encumber or otherwise cause its right, title and interest in such Infrastructure to be treated or otherwise provided as collateral for any loan or other financing for the benefit of the Development Property.

c. In addition, it is acknowledged that Associates and UTA have been in extensive discussions and negotiations with the City of West Jordan with respect to the Property and its development with the purposes specified hereinabove and that such discussions and negotiations have been aimed at the creation of a development agreement that will further guide and facilitate the development of the Property consistent with the purposes outlined herein (the "Development Agreement"). As a result of such efforts, an initial draft of the Development Agreement for the Property has been created and it is hereby agreed that, upon the creation of the Company and the execution of this Operating Agreement, the Company shall proceed in the place of Associates as the "Master Developer" under the Development Agreement, with the continued cooperation and support of UTA, including as required by the City of West Jordan, UTA being a party to the Development Agreement solely by reason of its ownership of the Retained Property and by reason of the transit-oriented nature of the entire development. The Members agree and acknowledge that, in all events, the terms, provisions and conditions of the Development Agreement must be in compliance with the requirements of the Public Transit District Act and, in that regard, must maintain and retain its character as a TOD.

d. Neither party shall further encumber any parcel of the Development Property intended to be conveyed to the Company, prior to conveyance, except that the parties shall act in good faith to create covenants, conditions and restrictions, which shall be recorded with the Salt Lake County Recorder's office (the "Declaration"). The Declaration shall include covenants, terms and provisions that maintain the character of the Development Property consistent with the requirements of this Operating Agreement, the Public Transit District Act, the TOD concept and which otherwise govern and control the development and use of the Development Property as a TOD and which will act to preserve and protect the intended development and use goals of the parties. Such Declaration shall encumber the Development Property to be conveyed to the Company.

3.3 Relation to Manager General Powers. Other than as specifically prescribed in the foregoing two sections of this Article III and in other portions of this Operating Agreement and except as the same may be limited by the applicable provisions of the Public Transit District Act, nothing herein shall be an infringement on, derogation of or other reduction of the general and ordinary powers of the Manager under this Operating Agreement and the URLLCA to manage and run the day-to-day operations and business of the Company as more fully hereinafter provided. The Manager shall have and may exercise all powers necessary to the accomplishment of its purposes without the necessity of their specific enumeration herein.

ARTICLE IV

TAX AND ACCOUNTING MATTERS

4.1 Characterization as a Partnership. It is the intent of the Members that the Company be classified as a partnership for federal and state income tax purposes. Accordingly, this Operating Agreement is written and shall be construed in a manner consistent with such intent and the Manager shall take no action inconsistent with such intent.

4.2 Fiscal Year. The Fiscal Year of the Company shall end on the last day of December of each year.

4.3 Accounting Method. The Company books of account shall be maintained and its income, gains, losses, deductions and credits shall be reported, for both financial and tax accounting purposes, on the accrual basis method of accounting, applied consistently and in accordance with sound accrual basis accounting principles. The Manager may at any time change the financial and tax accounting method of the Company, subject to any applicable limitation of law or regulation.

4.4 Tax Information. As soon as reasonably practicable after the end of the Company Fiscal Year and consistent with the requirements of applicable federal income tax law, the Manager shall cause each Member to be furnished with a Schedule K-1 for such year and any other schedule or statement required by federal income tax law.

4.5 Tax Elections. The Manager in its discretion may make any and all tax elections available to the Company, including without limitation the election provided for in IRC Section 754. Further, the Members agree that, in the event the Safe Harbor Regulation is finalized, the Company shall be authorized and directed to make the Safe Harbor Election and the Company and each Member (including any Member to whom an interest in the Company is issued in connection with the performance of services) agrees to comply with all requirements of the Safe Harbor with respect to all interests in the Company issued in connection with the performance of services during such time as a Safe Harbor Election is in effect. In the event the Safe Harbor Regulation is finalized, the Tax Matters Partner shall be authorized to and shall prepare, execute and file the Safe Harbor Election.

4.6 Tax Matters Partner. The Manager shall be the Tax Matters Partner of the Company as such term is defined in IRC Section 6231(a)(7). The Tax Matters Partner, in its sole

discretion, may unilaterally extend any filing deadline for federal or state income tax purposes in accordance with applicable federal and state tax laws.

ARTICLE V

CAPITAL STRUCTURE; CAPITAL CONTRIBUTIONS PERCENTAGE INTERESTS IN PROFITS; LOANS

5.1 Initial Capital Contributions – Pre-Organization Venture Expenses. The Initial Members' Initial Capital Contributions, the schedule and manner for the contribution of the same and the resulting capital account balances and initial Percentage Interests are set forth opposite their names in **Schedule One**, attached hereto and made a part hereof by this reference. The Initial Members agree to make the Initial Capital Contributions in compliance with and as provided in **Schedule One** and the valuation provided to the Development Property contributed by UTA is as set forth therein. **Schedule One** shall be modified and amended to reflect the Initial Capital Contributions, resulting capital account balances and Percentage Interests for any Additional Members. In all events, the Capital Contributions of Associates and all Additional Members, must ultimately meet the total Statutory Contribution Requirement; provided, however, compliance with the Statutory Contribution Requirement provided in this Section shall be determined without regard to any legislative amendment to the Statutory Contribution Requirement subsequent to the date hereof. As and to the extent that actual Capital Contributions by Associates and any Additional Members are not made upon the execution of this Operating Agreement, there must be binding and effective agreements from Associates and/or other Additional Members evidencing their unconditional commitment to make Capital Contributions that will meet the threshold percentage requirement set forth herein.

5.2 Additional Capital Needs. After the Initial Capital Contributions, no Member shall be obligated to make any additional contributions to the Company capital or loans to the Company without such Member's consent. However, Members may make additional capital contributions or loans to the Company with the approval of the Manager and UTA. Further, in the event the Company has insufficient capital for its needs, it may raise additional capital by borrowing from Members or third parties on such commercially reasonable terms and conditions as the Manager and such Member or third party lender are able to agree upon, and/or by issuing additional equity interests in the Company to Members or third parties on such reasonable terms and conditions as the Manager, in its discretion shall deem advisable, subject however to the advance consent and agreement of UTA and any subsequently admitted Additional Member, such consent not to be unreasonably withheld, conditioned or delayed. Associates and UTA acknowledge and agree that any and all loans to the Company shall be entirely without any recourse whatsoever to UTA or Associates and nothing herein, express or implied, obligates UTA or Associates to guaranty, become a co-borrower or otherwise lend its assets or credit to or on behalf of the Company in order to or as part of the requirements or conditions of any loan to the Company. Initial Capital Contributions by Additional Members shall dilute the Percentage Interest of UTA only, and in no event shall the Percentage Interest of Associates be diluted as a result of a Capital Contribution by an Additional Member. Calculation of the dilution of the Percentage Interest of UTA shall be based upon the comparison of the agreed dollar value of the Capital Contributions of Additional members to the \$11,750,000.00 Initial Capital Contribution

of UTA shown on **Schedule One**. Associates covenants and agrees that, as contemplated by the Development Plan and this Operating Agreement, it shall use commercially reasonable efforts to locate and secure, sources of additional capital through lending and/or equity contribution sources, all consistent with the terms of this Operating Agreement and as reasonably necessary to achieve the purposes and objectives of the Company as set forth in Article III. Notwithstanding the commitment of UTA to proceed with the development and improvement of the Retained Property in a manner consistent with the purposes of the Company as set forth in Article III, nothing here shall impose upon UTA any obligation to lien, pledge, encumber or otherwise submit the Retained Property to claims as security for any loan obligations of any kind, including but not limited to loan obligations of the Company for the purposes authorized herein. Determination by the Manager of the capital needs of the Company shall be consistent with the Development Budget and with the Development Plan as the same may be modified as provided in this Operating Agreement. Nothing herein is a guaranty or warranty by Manager of the availability of or the ability to obtain financing or funding consistent herewith and no Member shall have any recourse against Associates based upon its inability to obtain such additional financing or funding.

5.3 Return of Capital. No Member shall be entitled to the return of its capital contribution to the Company except as specifically provided in this Operating Agreement.

5.4 Interest on Contributions. No interest shall accrue or be paid on the balance in the Capital Account of any Member.

ARTICLE VI

CAPITAL ACCOUNTS

“Capital Account” means, with respect to each Member, the account established or to be established and maintained by the Company for each Member as herein provided for specific tax and entity accounting purposes. A Capital Account shall be maintained for each Member. In general, a Member’s Capital Account shall be credited in the amount of such Member’s Contributions to Capital and such Member’s allocated share of the Profits of the Company and shall be debited in the amount of any distributions of capital to such Member and such Member’s allocated share of the Losses of the Company, in accordance with IRC Section 704(b) and the Regulations promulgated thereunder, as more particularly set forth in Article VII, the Capital Accounting and Tax Addendum attached hereto and made a part hereof by this reference and otherwise, as specifically set forth in this Operating Agreement.

ARTICLE VII

ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits. Subject to the special tax allocation rules set forth in the Capital Accounting and Tax Addendum attached hereto and made a part hereof by this reference,

Profits for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes as follows:

(a) First, to those Members to whom Losses were allocated under subsection 7.2(a) below, in the same proportion in which such Losses were allocated, until the aggregate Profits allocated to such Members for the current Fiscal Year and all previous Fiscal Years pursuant to this subsection 7.1(a) is equal to the aggregate Losses allocated to such Members under subsection 7.2(a) below for all previous Fiscal Years;

(b) Second, to each Member, in an amount equal to the Preferred Return actually received by such Member during the Fiscal Year and to the extent not previously allocated during previous years;

(d) Third, to Associates for any amount of Losses allocated pursuant to Section 7.2(b) below; and

(e) Fourth, to the Members in accordance with their Percentage Interests.

7.2 Allocation of Losses. Subject to the special tax allocation rules set forth in the Capital Accounting and Tax Addendum attached hereto and made a part hereof by this reference, Losses for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes as follows:

(a) First, to the Members in the same proportion as under subsection 7.1(d) above until the aggregate Losses allocated to the Members for the current Fiscal Year and all previous Fiscal Years pursuant to this subsection 7.2(a) is equal to the aggregate Profits allocated to the Members under subsection 7.1(c) above for all previous Fiscal Years; and

(b) Then to Associates.

UTA does not in any way warrant, represent or assure the nature of the consequences of the aforesaid allocations of Profits and Losses on the tax obligations and liabilities of Associates or of any other Member. Further, by executing this Agreement, UTA does not, in any way, warrant, represent or otherwise affirm that the allocations of Profits and Losses contained in Sections 7.1 and 7.2 hereof, are consistent with applicable provisions of law (including, but not limited to the IRC). Finally, Associates hereby agrees to indemnify, defend and hold UTA harmless from any direct loss, cost, expense, claim, litigation, damage or cost of involvement, not including any consequential or indirect cost or expense and not to exceed the amount of the allocation of Profits and Losses to Associates pursuant to Article VII hereof, in any way arising out of or otherwise directly related to the terms, provisions and structure of Sections 7.1 and 7.2 as specified above, including but not limited to all costs and expenses reasonably incurred by UTA with respect to any of the foregoing (reasonable attorneys' fees included). The provisions of the foregoing sentence shall be applicable to any situation or circumstance in which UTA becomes involved by reason of the said provisions, regardless of whether there is any claim of legal violation, wrongful conduct or otherwise and shall cover all reasonable costs and expenses

incurred by UTA with respect to the same. In all events, UTA shall have the right to retain independent counsel of its own choosing and the cost of the same (regardless of whether or not Associates has appointed counsel to represent UTA or not) shall be a covered expense.

7.3 Allocations in the Event of Transfer or Liquidation. In the event of the transfer or Liquidation of a Member's entire interest in the Company, such Member's allocable share of Profits, Losses and any specially allocated items pursuant to the Capital Accounting and Tax Addendum attached hereto for the current taxable year of the Company through the date of transfer or Liquidation shall be calculated on the basis of an interim closing of the Company books as of such date, or on the basis of a daily proration through such date of Profits, Losses and any specially allocated items for the entire year, as the Liquidating Member and the Manager may agree.

ARTICLE VIII

NET CASH FLOW; NET PROCEEDS OF ANY MAJOR CAPITAL EVENT AND DISTRIBUTIONS

8.1 Distribution of Net Cash Flow and Net Proceeds of Major Capital Events. The Net Cash Flow and Net Proceeds of Major Capital Events of the Company will be distributed to the Members in accordance with the following described schedule, at appropriate times in the Manager's sole discretion. All amounts distributed to Members pursuant to this Section 8.1 shall be advances of amounts otherwise distributable to the Members under the provisions of this Article VIII. The dollars distributed hereunder shall be applied to the first category that has not been fully funded and satisfied, as set forth below, and no portion of Net Cash Flow or Net Proceeds of Major Capital Events shall be distributed to any subsequent category unless and until the full amount then accrued and payable with respect to the subject category is has been fully paid and funded. The following priority of distributions shall apply with respect to the Initial Members:

- a. First, to pay (i) any and all outstanding and unpaid costs and expenses of the Company for operations, ownership, management, leasing and development of the phases of the Development Property completed or under way, due and payable at the time (including the reimbursement of Development Costs then outstanding and due and payable for the developed phases or phases under development at the time); (ii) any and all indebtedness to third-parties as and to the extent the same is due and payable (including Affiliates of any Member), provided, however, that any such costs and expenses payable to Affiliates of any Member shall meet the requirements of Section 9.9 hereof; (iii) any accrued and unpaid Deferred Development Fee (together with applicable interest charges as set forth in Section 9.11 following), provided that, as set forth in Section 9.11, a minimum dollar amount of \$50,000.00 per month shall be paid to Associates whether or not accrued Deferred Development Fees at the time of such distribution are accrued in an amount sufficient to cover such \$50,000.00 distribution (the amount that such minimum distribution exceeds accrued and unpaid Deferred Development Fee, being accrued and offset against future accruing Deferred Development Fee); and

(v) accrued Deferred Development Fee in excess of the said \$50,000.00 (also together with applicable interest charges as set forth in Section 9.11);

b. Payment to the Members of that portion of the then accrued and unpaid total Preferred Return equal to the Phase Pro-ration Fraction of the same; provided that it is agreed that portion of the accrued Preferred Return that exceeds the Phase Pro-Ration Fraction shall be accrued and will be distributed as part of distributions under this sub-section b. after the time that the subsequent phases of the Development Property are transferred to the Company by UTA;

c. Payment to the Members of (i) the Phase Pro-ration Fraction of their Unreturned Capital Contributions in proportion to their Percentage Interests; (ii) payment to UTA alone until UTA has received an amount equal to 120% of the Phase Pro-ration Fraction of its Unreturned Capital Contribution (the "UTA Accelerated Capital Return"); and (iii) payment to the Members of the Unreturned Capital Contribution on any phase conveyed to the Company pursuant to the Contribution Agreement; and

d. Until such time as an additional phase of the Development Property is transferred to the Company by UTA, any remaining Net Cash Flow 50% to Associates and 50% to Members other than Associates. All accrued but unpaid amounts payable to Members pursuant to Sections 8.1 a through c on all prior phases of the Development Property shall be paid current prior to distributions to the Members pursuant to this Section 8.1 d. The portion of the amounts payable under this subsection d. to Members other than Associates shall be a percentage derived by dividing the Percentage Interest held by each such Member by the total of the Percentage Interests held by such Members other than Associates. For the avoidance of doubt, Associates shall always be entitled to 50% of any remaining Net Cash Flow under this subsection d. regardless of the admission of Additional Members.

With respect to the distribution hurdle found in part (ii) of subsection c. above, UTA acknowledges and agrees that such distributions have the potential of reducing of the total Unreturned Capital Contribution of UTA to zero (0) at a point in time earlier than is the case for any other Member and UTA agrees that when that point has been reached, it will be entitled to no further distributions under distribution hurdle c.

8.2 Special Tax Payment Distributions. In the event that Associates is subject to income tax liability on any of the Capitalized Development Fee in connection with the conversion of the same to Capitalized Development Fee (because the same is "income" for purposes of applicable income tax laws because the profit and loss allocations provided in Article VII are not allowed to offset all of the income for Associates arising from such Capitalized Development Fee), then there shall be a special distribution made to Associates in the amount that is necessary to pay the income tax liability payable as a result of the inclusion of Capitalized Development Fee in the income of Associates, provided that a distribution in the same amount shall also be made to UTA. These special distributions shall be treated as prepayment of the Unreturned Capital Contributions of UTA and Associates and shall reduce the

obligation to pay Unreturned Capital Contributions under 8.1 c. above, such reduction being applied in reverse order of the distribution obligation with respect to the same (meaning that the same shall be applied against the Unreturned Capital Contributions for the last phases of the Development Property).

8.3 Distributions Upon Termination. Notwithstanding the foregoing, liquidating distributions in the event of Liquidation of the Company shall be made in accordance with the Members' respective final positive Capital Account balances, as set forth in Section 14.3 below.

ARTICLE IX

RIGHTS AND DUTIES OF THE MANAGER

9.1 Management. As provided in the Articles of Organization, the management of the Company shall be vested in a single Manager. Associates is, by the agreement of the Initial Members, designated as the Manager of the Company (the "Manager"). Subject to the provisions of Section 9.3, the Manager shall direct, manage and control the business of the Company and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager shall deem to be reasonably required in light of the Company's business and objectives, without the necessity of their specific enumeration herein. Except as provided in Section 9.3 and elsewhere in this Operating Agreement, the other Members of the Company shall have no right or authority to act for or on behalf of the Company and shall not interfere or participate in the management of the Company except as expressly provided herein. Except as otherwise expressly provided in this Operating Agreement, Manager, acting in good faith on behalf of the Company and in furtherance of the business of the Company, shall have the power and authority to perform all acts that the Company is authorized to perform and Manager shall make all decisions affecting the business of the Company, and shall manage and control the affairs of the Company. Nothing contained herein shall prohibit or limit in any way whatsoever the right of Manager to hire or engage any third party to assist Manager in the performance of its duties hereunder. Persons dealing with the Company may rely upon the authority of Manager that it has the authority to make any commitment or undertaking on behalf of the Company. No person dealing with Manager shall be required to ascertain its authority to make any such commitment or undertaking, or any other fact or circumstance bearing upon the existence of its authority. In no event shall any person dealing with Manager, with respect to any of the Company assets, be obligated to see to the application of any purchase money, rent, or money borrowed or advanced thereon, or be obligated to see that the terms of this Operating Agreement have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of Manager, and every contract, agreement, deed, mortgage, lease, promissory note, or other instrument or document executed by Manager on behalf of the Company, with respect to any of the Company's assets, shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (a) at the time or times of the execution and/or delivery thereof, the Company was in full force and effect, (b) such instrument or document was duly executed and authorized and is binding upon the Company and all of the Members, and (c) Manager was duly authorized

and empowered to execute and deliver any and every such instrument or document for and on behalf of the Company.

9.2 Tenure and Succession. Associates (or an Affiliate of Associates in which Jeffrey M. Vitek has a substantial ownership interest) shall serve as the Manager of the Company until resignation, Financial Insolvency or removal (such removal, solely, as provided in Section 9.10 of this Operating Agreement). Any subsequent Manager of the Company shall serve until death (if an individual), resignation, Incompetency (if an individual), Financial Insolvency or removal as provided in Section 9.10 of this Operating Agreement.

9.3 Duties and Powers of the Manager. The Manager shall have all powers necessary to conduct the business of the Company without the need for specifically setting them forth herein. Unless authorized to do so by this Operating Agreement or by the Manager, no Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. Subject to the terms and conditions of this Operating Agreement, the Manager shall have the responsibility for achieving all of the objectives and purposes of the Company with respect to the Development Property, as more fully described in Article III of this Operating Agreement. Manager shall have the decision-making authority and power necessary for the day-to-day administration and operation of the business and affairs of the Company and the Development Property. In no event shall the Manager or its Affiliates be required to render extraordinary efforts with respect to any of its duties hereunder or under the Management Agreement (to be executed by the parties in good faith), and the Manager and its Affiliates shall not and shall not be deemed to represent, warrant or guarantee that any approvals and permits will be obtained, that financing will be obtained or that the Development Property will be developed. Specifically, the Manager has the authority to and bears the responsibility to use its reasonable and good faith efforts, in light of existing conditions and circumstances to:

- a. obtain funding (loans or additional capital contributions by Additional Members) and monies as reasonably necessary to prosecute the development, improvement, build-out and operation or disposition of the Development Property pursuant to the Development Plan and fund or obtain adequate financing to pay for the incremental costs associated with construction of the portion of the Parking Structures dedicated solely to the Development Property as provided in the Development Plan in an amount not to exceed \$3,800,000.00 and reimburse UTA for such incremental costs no later than December 31, 2011; provided further, however, that Company shall additionally be obligated to pay to UTA an amount equal to five and one-half percent (5.5%) of such amount from and after the date of substantial completion of the Parking Structures until such amounts are paid in full;
- b. obtain all property entitlements (including density allocations consistent with the Development Plan), approvals, zoning changes, subdivision (to include subdivision of the Property into the Development Property and Retained Property preliminary to the contribution of the Development Property by UTA to the Company) or conditional use permits and other governmental consents and approvals as shall be reasonably necessary for the implementation of the

Development Plan with respect to the Development Property. UTA acknowledges and approves the entitlements obtained by the Company, as well as the development plan, densities, impact fees and other matters contained in the Development Agreement with West Jordan City.

c. negotiate and finalize the Development Agreement and take all of the actions to fulfill the duties, responsibilities and obligations of the Company thereunder and to otherwise pursue the rights and benefits available under the Development Agreement with respect to the implementation of the Development Plan;

d. plan and design the improvements for the Development Property as a TOD, to include concept design, architectural drawings and work, detailed and final plans and specifications, in consultation with UTA. UTA hereby acknowledges and agrees to the preliminary plans and specifications (“Preliminary Development Plan”) evidenced by the Development Plan;

e. develop and finalize the Development Plan for a mixed used development including approximately 1396 residential units, and otherwise consistent with the Preliminary Development Plan;

f. develop and finalize the annual operating budgets and the Development Budget for the Development Property through completion and build-out, provided that each annual operating budget, the Development Budget and any material deviation to the same shall be subject to the review and approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed, it being agreed that only expenditures which are in the aggregate in any Fiscal Year, in excess of one hundred fifteen percent (115%) of the aggregate expenses and costs set forth in the then-current budget shall be deemed to be a material deviation;

g. develop and maintain the Development Property as a TOD, consistent in all material respects with the Development Plan;

h. in connection with any fund-raising for the Company, being responsible for compliance with the requirements of all state and federal securities laws with respect to such fund-raising efforts, the Company hereby represents and warrants after review and consultation with its legal counsel that it is not aware of any failure to comply with such requirements; and

i. subject to the limitations set forth in this Section 9.3 below, in consultation and with prior notice to UTA, appoint and contract with leasing agents, real estate agents (for sale or disposition of portions of the Development Property consistent with the Development Plan), engineers, architects, consultants, professionals, contractors, suppliers, property managers, etc., as necessary to the development, improvement, build-out, operation, management, leasing and disposition of the Development Property pursuant to the Development Plan;

Subject to the limitations expressly set forth in this Operating Agreement, any and all of the foregoing powers of Manager as set forth in this Section 9.3 shall be exercised in the good faith determination of Manager, and except as specifically provided hereinabove and elsewhere in this Operating Agreement, the Members shall have no right to approve, veto, or vote on any such decision; provided, however, solely with respect to those situations as expressly required above will obtain approvals from, or consult with UTA, as the case may be, in connection with certain decisions to be made by Manager, and provided, further, it is understood that the consultation requirement expressly provided above is an accommodation only, and the decision in such situations shall be ultimately made by Manager as it determines, in its good faith discretion, in the best interests of the Company .

As to Section 9.3 a. above, in the event that the FTA determines not to approve the costs of improvements on the Retained Property or to exclude a material portion of the costs of Parking Structures from the funds being made available for the development of the Retained Property, or the cost of the portion of the Parking Structures dedicated solely to the use of the TOD property owners, users and invitees materially exceeds the aforesaid \$3,800,000.00, the parties shall consult and negotiate in good faith to reach some accommodation that would preserve the material semblance of the originally intended arrangements with the Parking Structures and the allocation of costs associated with the same.

UTA acknowledges and agrees that Manager does not represent or warrant the success of the Property or any return to UTA. UTA acknowledges that the budget sub-categories set forth in the operating budgets and the development budget are for guidance and informational purposes and may, subject to UTA's reasonable approval right with respect to a material deviation set forth hereinabove, be increased, modified, deleted, supplemented, revised or adjusted in Manager's good faith discretion. UTA understands and agrees that the operating budgets and the development budget, and any revised budget, constitutes Manager's estimate made in good faith of all costs and expenses of the Company and the revenue and expenses of the Property, but that Manager does not warrant or represent that the actual costs and expenses of the Company and the revenue and expenses of the Property will later equal or be more favorable than as set forth in the operating budgets or the development budget, as the case may be, as the same may exist from time to time. No Member shall have any recourse based upon the failure to achieve the levels of revenue and expenses set forth therein

In addition to the consents and approvals required in subsections a., e., and f.. above, without the prior unanimous consent of the Members, the Manager shall not:

- i. do any act in contravention of this Operating Agreement;
- ii. subject to the limitations expressly set forth in this Operating Agreement, do any act that would disqualify or otherwise materially and negatively impair the ability and authority of UTA to participate in the subject TOD venture and development project or would otherwise violate any applicable federal or state laws, statutes or regulations or which would otherwise materially and negatively impact UTA, its sources of funding, authority or operations as a result of actions or omissions that would violate applicable federal, state or local laws and rules;

- iii. possess Company assets or Property or assign the rights of the Company in specific assets or property for other than a Company purpose;
- iv. incur any financing, refinancing or other indebtedness secured by the Development Property or any other assets of the Company, provided however, that the consent of UTA shall not be unreasonably withheld, conditioned or delayed;
- v. acquire additional real property or sell the Development Property (other than the distribution of any cash or property of the Company or the establishment of any reserve as provided in the development budget or the operating budget or as is consistent with the Development Plan), provided that the consent of UTA shall not be unreasonably withheld, conditioned or delayed; or
- vi. confess a judgment against the Company or against the Development Property or any other assets of the Company.

9.4 Liability for Certain Acts. The Manager shall exercise business judgment in managing the business, operations and affairs of the Company. Unless material breach of its obligations under this Operating Agreement that remains uncured after appropriate notice and an opportunity to cure (as provided in this Operating Agreement), fraud, gross negligence or willful misconduct shall be proven by a court order, judgment, decree or decision which has become final, the Manager shall not be liable or obligated to the Company or the Members for any mistake of fact or judgment or for the doing or failure to do of any act in conducting the business, operations and affairs of the Company which causes or results in any loss or damage to the Company or its Members.

9.5 Time Devoted to Company; Conflicts. Consistent with good faith efforts to reasonably meet and achieve the Company's objectives and agreed schedules, the Manager, in its sole and absolute discretion, is free to devote less than full time to the business of the Company and may engage in any other business or activity whatsoever. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or in the income or proceeds derived therefrom.

9.6 Indemnification. The Company shall indemnify any Person who is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such Person is or was a Manager, against costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by the Manager in connection with the action, suit or proceeding if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such Manager (a) did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to the best interests of the Company, and (b) with

respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

9.7 Resignation. A Person serving as a Manager may resign at any time by giving written notice to the Members of the Company at least sixty (60) days in advance of the effective date of such resignation. The resignation of a Manager shall take effect upon the date specified in the notice thereof or at such earlier time as shall be agreed by the resigning Manager and the remaining Members of the Company. The Manager and the remaining Members shall reasonably cooperate with each other and any newly appointed Manager to effectuate a full and smooth transition of the responsibilities of Manager and Manager shall turn over to the Company all Company records, data, information, assets and other materials of the Company in a timely and cooperative fashion.

9.8 Compensation. Except for the compensation provided for in Section 9.11 following and any other fees or compensation established by this Operating Agreement or separate contract with the Company, approved by UTA, the Manager shall perform its duties and obligations hereunder without any compensation or remuneration.

9.9 Dealings with Affiliates – No Violation of Conflict of Interest Rules. The Company may enter into business and contractual relationships with Affiliates of the Manager or Members, provided that the terms of such relationships are commercially reasonable, consistent with terms available from non-Affiliates and satisfy arm's length standards. Notwithstanding the foregoing, the Members acknowledge, represent and agree that a condition to UTA's authority to participate in the Company and the TOD development that is contemplated hereby is the complete absence of any benefit, right or interest (separate and apart from the achievement of the objectives of this Operating Agreement consistent with the office, role or contractual involvement of such person) to any officer, employee, or trustee of UTA and, accordingly, the foregoing provision shall not be construed to be or in any way used to take actions or enter into agreements, arrangements or contracts that will result in a violation of this strict and absolute conflict of interest prohibition. In this regard, the Manager agrees to undertake good faith precautions and due diligence in dealings of the Company with any third parties to assure that there is no such conflict of interest prohibition violation.

9.10 Removal. At a meeting called expressly for that purpose, a Manager may be removed at any time "for cause" only, by the affirmative vote of sixty percent (60%) of the Members. For purposes of this Operating Agreement, "for cause" shall mean any act or omission, constituting intentional misconduct, fraud, gross negligence or material breach of this Operating Agreement. With respect to a material breach of the Operating Agreement that gives rise to a removal vote, Manager may only be removed after written notice setting forth with specificity the allegations of such material breach of this Operating Agreement and if the Manager does not provide written notice to the Members (other than Manager if the Manager is a Member), within ten (10) business days of the receipt of the notice of such breach and vote, that the Manager will promptly undertake actions to cure the same within thirty (30) days from the notice of its intention to cure the specified material breach. Notwithstanding the foregoing sentence, if the cure or remedy of the specified material breach cannot be reasonably achieved within the said thirty (30) day period, the removal shall not be effective so long as the Manager is working in good faith and with reasonable diligence to achieve such cure or remedy. In the event Manager desires to contest

the allegations of material breach of this Operating Agreement, fraud, willful misconduct, or gross negligence, Manager shall, within ten (10) business days of receipt of the notice of removal vote, give notice of its intent to contest the same and may, within thirty (30) days after such notice of intent to contest, file a declaratory relief or similar action in a court of competent jurisdiction to determine the issue of whether Manager has committed material breach, fraud, intentional misconduct or gross negligence. Manager and UTA hereby agree in advance to an expedited handling of any such filed proceeding and will reasonably cooperate with each other to cause an expeditious adjudication of the matters at issue. If Manager contests the Company's allegations and Manager shall file such action as referenced above and a determination is made that Manager has committed the alleged material breach, fraud, intentional misconduct or gross negligence, then Manager shall then be removed upon the entry of a final non-appealable order of such court.

9.11 Payment of Fees and Costs. Notwithstanding anything to the contrary expressed or implied in this Agreement, in addition to any reimbursements of Development Costs, as set forth in this Agreement and the Development Budget and/or any annual operating budget, and to the Capitalized Development Fee, Associates shall be entitled to the following fees: (a) a minimum payment against outstanding or future accrued Deferred Development Fee, payable monthly in an amount equal to Fifty Thousand and No/100 Dollars (\$50,000.00) a month; (b) monthly payment of accrued Deferred Development Fee in excess of the immediately preceding \$50,000 minimum; (c) interest accruing on the amounts payable each month under subsections (a) and (b) hereof, at the rate of five percent (5%) per annum simple interest, with such accrual commencing upon the monthly payment date agreed to hereafter by UTA and Associates, and continuing until the said sums are paid; (d) a management fee equal to four percent (4%) of the gross revenues derived from the Development Property (subject to the negotiation and execution of the Management Agreement), excluding Net Proceeds of a Major Capital Event, payable monthly; and (e) an asset management fee equal to one percent (1%) of the Fair Market Value of the developed Development Property placed in service (subject to the negotiation and execution of the Management Agreement), payable annually, and for those portions of the Property wherein Associates serves as the leasing agent, the market standard leasing commission. In addition, in the event that any phase of the Development Property is sold by the Company as an undeveloped parcel to a third party, and Associates serves as the Project's sales agent, Associates shall be entitled to the payment of a transfer fee equal to 5% of the contracted and paid sales price for the subject phase of the Development Property. For purposes of this Agreement, the term "undeveloped parcel" shall mean any phase of the Development Property with respect to which, other than basic entitlement work and connection to the Infrastructure, no other development activity, construction or improvement has been undertaken. The parties agree that a sale of such undeveloped parcel by the Company shall require the agreement of both UTA and Associates and that any such sale shall be expressly subject to the obligation of the purchaser to be subject covenants that will assure that the development of the said parcel is consistent with the applicable laws, including but not limited to federal transit laws, FTA regulations, requirements, conditions and controls and the Public Transit District Act. Before any such sale and transfer, the parties shall have caused the said undeveloped parcel to become subject to all applicable covenants, conditions and restrictions that are required pursuant to this Agreement for the Development Property.

ARTICLE X

RIGHTS AND OBLIGATIONS OF MEMBERS

10.1 Limitation of Liability. Except to the extent provided in the ULLCA, no Member shall be personally liable for any debts, obligations, liabilities or losses of the Company, regardless of the particular nature or source thereof, beyond such Member's capital interest in the Company. No failure to make a Capital Contribution shall create any right in any third party with respect to such failure.

10.2 Specific Obligations of UTA. Subject to the provisions of this Operating Agreement, in addition to other obligations of UTA provided herein, UTA shall, at no cost or expense to the Company or to Associates except as set forth herein, also (a) proceed with the development and improvement of the Retained Property as transit-critical facilities in a manner materially consistent with other UTA transit facilities; and (b) as and to the extent consistent with the transit-critical needs for the same, enter into license, cooperative use or other agreements with respect to the public parking facilities that are constructed as part of the transit-critical facilities, always subject to the terms and conditions of this Agreement; and (c) assist and cooperate with Associates, to effectuate a subdivision of the Property necessary to allow the transfer and contribution of the Development Property on a phased basis to the Company as provided in Section 3.2 of this Agreement; and (d) proceed with the construction of the Infrastructure substantially in accordance with the Scope of Work attached hereto as Exhibit E, subject to the condition that Associates is not in material default of its obligations under Section 9.3 ("Scope of Work"). In addition, UTA agrees, as reasonably necessary, as requested by Associates to participate with the Company and Associates in negotiating, finalizing and executing the Development Agreement. UTA and Associates hereby agree that \$4,750,000.00 of the costs of the development and construction of the Infrastructure is for the mutual benefit of the Development Property and the said \$4,750,000 shall be treated as an additional Capital Contribution of UTA and shall be reflected in the UTA Capital Account and in the Unreturned Capital Contribution account as provided in this Agreement. With respect to the operation and maintenance of the Parking Structures that is to be part of the Infrastructure and with respect to which the Company shall have certain use rights and controls, including without limitation, private access and exclusive use of at least 1157 automobile parking spaces on the ground floor of the Parking Structures and a barricade, gate or chain at such locations previously approved by the Company in order to regulate entry into the portion of the Parking Structures reserved for exclusive use by the Company. The maintenance and operation of the same shall be undertaken and handled by UTA in accordance with a Parking Management Agreement that is reasonably acceptable to UTA and the Company and the Company shall be obligated to pay, as a "use expense" for the same, a pro-rata share (based upon the number of parking spaces exclusively allocated to the Development Property), together with an administration fee of 4% of the amount of such use expense payable by the Company.

10.3 Company Books. The Manager shall maintain and preserve at the Company's principal office, during the term of the Company and for six (6) years thereafter, all accounts, books, and other documents and records, including those required to be maintained by ULLCA Section 48-2c-113. Upon reasonable request, each Member shall have the right, upon ten (10) business days' prior written request for the same and during ordinary business hours, to inspect

and copy such Company documents at the Member's expense. The audit shall be conducted during normal business hours in such a manner so as not to disrupt Manager's business operations and shall be performed by an independent qualified accountant of such Member's choice experienced in auditing the books and records of a real estate limited liability company. A copy of the audit shall be delivered to Manager within thirty (30) days following the completion of such audit.

10.4 Priority and Return of Capital. Except as specifically provided in this Operating Agreement, no Member shall have priority over any other Member, either as to the return of capital contributions or as to distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

10.5 Withdrawal by a Member. Except as expressly provided in this Operating Agreement, no Member shall have the right under this Operating Agreement to unilaterally withdraw from the Company or to require that his or her interest in the Company be redeemed, in whole or in part.

ARTICLE XI

ADMISSION OF NEW MEMBERS

No Person shall be admitted to the Company as an Additional or Substituted Member without the express, written consent of the Manager and a vote in favor of the same by Members holding at least seventy-five percent (75%) of the Percentage Interests of all Members. The terms and conditions upon which an Additional or Substituted Member is to be admitted shall also be subject to the prior written approval of UTA, provided that such approval shall not be unreasonably withheld, conditioned or delayed. An Additional or Substituted Member shall execute and deliver all documents necessary to reflect such Member's admission to the Company and such Member's agreement to be bound by the terms and conditions of this Operating Agreement. An Additional or Substituted Member shall thereupon be entitled to all of the rights and be subject to all of the duties and liabilities of membership in the Company. This Operating Agreement shall be amended as necessary to conform to the changed conditions of the Company, and the Managers shall file an appropriate amendment to the Articles of Organization of the Company if required by ULLCA Section 48-2c-405 to do so.

ARTICLE XII

TRANSFER OF MEMBER'S INTEREST

12.1 Transferability of Interest. Subject to Section 13.1 below and with the prior written consent of the Initial Members, a Member shall be free to Transfer all or any portion of such Member's interest in the Company at any time to any Person on any terms and conditions, except as follows:

(a) Certain Transfers are subject to the right of first refusal set forth in Section 12.2 below.

(b) Also, no Transfer otherwise permitted hereunder may be made if, in the opinion of counsel for the Company, such Transfer, when added to the total of all other interests in the Company transferred within the period of twelve (12) consecutive months prior to the proposed date of Transfer, would result in the termination of the Company for tax purposes under IRC Section 708, unless such Transfer is specifically consented to by the Manager.

12.2 Right of First Refusal. In the event a Member receives a bona fide written offer to purchase all or any portion of such Member's interest in the Company from a third party which such Member desires to accept, said Member may do so, provided that such Member first offers to sell such Member's interest, or portion thereof, to the Company and the other Members in the manner set forth below on the same terms and conditions as offered by the third party by delivering a copy of said third party offer to the Manager and the other Members (with a cash equivalent value being substituted for any non-cash consideration contained in said third party offer). If the Member proposes to gift all or any portion of such Member's interest in the Company to a person outside such Member's Family, such Member shall give notice of same to the Manager, which notice shall be treated as the equivalent of an offer to sell such interest to the Company for the value and on the terms determined under Sections 13.2 and 13.3 below.

The Manager shall then have sixty (60) days in which to accept said offer in full on behalf of the Company on the terms and conditions set forth in said offer. If the Manager declines to accept said offer, the Manager may assign the offer to those Members who desire to accept it, pro rata in proportion to such Members' Percentage Interests (after excluding the selling Member's Percentage Interest) or as such Members may otherwise agree among themselves, but such assignment shall not extend the sixty (60) day period for acceptance. Acceptance shall be in writing delivered to the transferring Member.

If the Manager and Members decline to accept said offer or otherwise waive their rights hereunder, the transferring Member shall be free to accept the offer of purchase from said third party, provided he does so within thirty (30) days after the earlier of the end of the sixty (60) day period or receipt of such waiver and provided he consummates the sale of his interest, or portion thereof, without any material variation in the terms and conditions stated in said offer within ninety (90) days after receipt of the said waiver. If the thirty (30) day period for acceptance expires or if such Member desires to materially vary any of the terms and conditions of the offer, he must follow the procedure set forth above as if he were receiving a new offer of purchase.

Notwithstanding the foregoing, the following Transfers shall not be subject to the above right of first refusal:

(a) A lifetime or testamentary Transfer, whether by sale or by gift, by any Member of all or any portion of such Member's interest in the Company to or for the benefit of such Member's Family, or trust or other Entity for the benefit of such Family (an "Intrafamily Transfer").

(b) A distribution, termination, merger, consolidation or transfer of substantially all the assets of said Member, or other reorganization of said Member constituting a mere change in the form of doing business or of holding property, provided said Member or the persons formerly in control of said Member own the transferred interest in the Company directly or own the controlling interest in the new or surviving Entity. By “control” is meant in excess of fifty percent (50%) of the voting interests; provided in the case of Jeffrey M. Vitek, he maintains a substantial ownership interest in the new or surviving entity.

12.3 Effect of Transfer; Status of Transferee. The Transfer of any interest in the Company, voluntary or involuntary, permissible or impermissible, if effective at all, shall be effective only to Transfer the transferring Member’s economic rights in such interest and not to Transfer such Member’s voting, management and other rights of ownership with respect to such interest. Accordingly, any transferee of such interest shall have the status of a mere assignee under URLLCA Section 48-2c-1102 and shall not be entitled to become, nor to exercise any of the rights of, a Member in the Company unless and until such transferee is admitted as a Substituted Member in accordance with Article XI above. In any event, the transferee shall be subject to all the obligations of a Member hereunder and the transferring Member shall cease to have any rights at all with respect to the transferred interest.

12.4 Transferring Member’s Capital Account Balance. Subject to Section 7.3 above, that portion of the Capital Account balance of a Member who Transfers all or any portion of such Member’s interest in the Company, as permitted hereunder, which is attributable to such transferred interest, shall carry over to the transferee as set forth in Regulations Section 1.704-1(b)(2)(iv)(l).

12.5 Internal Revenue Service Reporting Requirements. In the event of a sale or exchange of an interest in the Company, the Members shall comply with the reporting requirements of IRC Section 6050K.

12.6 Tag Along Right. Notwithstanding anything to the contrary contained or implied in this Operating Agreement, with respect to any proposed transfer of any portion of the membership interest owned by any Member (such person the “Selling Member”) to a person (a “Tag Transferee”) that is not an Affiliate of the Selling Member (a “Tag Transaction”), any other Member (the “Following Member”) shall have the right (the “Tag-Along Right”) to require that the Selling Member reduce the membership interest being transferred by the Selling Member to accommodate the substitution of a portion of the membership interest of the Following Member for transfer to the Tag Transferee. In this instance, the determination of the membership interest being transferred by the Selling Member and the Following Member to the Tag Transferee shall be made by first, adding to the membership interest of the Selling Member subject of the said transfer pre-assertion of the Tag-Along Right, that portion of the membership interest of the Following Member that bears the same ratio to the total membership interest of the Following Member as the portion of the membership interest of the Selling Member pre-assertion of the Tag-Along Right, bears to the total membership interest of the said Selling Member. The membership interest of each of the Selling Member and the Following Member that is included in the said total shall be then reduced, pro-rata, until the aggregated membership interests of the said Members is equal to the amount of membership interest that was subject of the transfer

proposal pre-assertion of the Tag-Along Right or (b) put its membership interest to the Tag Transferee on the same terms and conditions of the proposed transfer (up to the outstanding membership interest then owned by the Following Member) in the same proportion as the total outstanding membership interest then owned by the Selling Member bears to the membership interest subject to the proposed sale. The Tag-Along Right shall not apply to any Transfer under 12.2 (a) or (b) of this Agreement.

If the Selling Member proposed to transfer any interest in the Company that would constitute a Tag Transaction pursuant to this Section 12.6, then the Selling Member shall notify, or cause to be notified, the Following Member in writing of each such proposed transfer with all of the terms and conditions of the proposed transfer, not less than 60 days prior to that date that such proposed transfer is scheduled to close (the "Tag-Along Notice").

The Tag-Along Right provided for in this Section 12.6 may be exercised by the Following Member by delivery of a written notice to the Selling Member (the "Tag-Along Response") within ten (10) days following delivery of the Tag-Along Notice (the "Tag-Along Period"). After expiration of the Tag-Along Period, if no Tag-Along Response has been given exercising the Tag-Along Right, The Selling Member shall have the right to transfer its interest in the Company to the Tag Transferee on substantially the same terms and conditions as are set forth in the Tag-Along Notice subject to the right of first refusal described in Section 9.2. In the event the Following Member shall elect to exercise its Tag-Along Right and the Tag Transferee shall either refuse to purchase the applicable portions of the Following Member's membership interest or shall attempt to revise, modify or otherwise change the terms upon which the Tag Transferee offered to purchase the Selling Member's membership interest (where such revision, modification or change is in any way detrimental to the Following Member or the price to be paid for its interest in the Company), then unless the Following Member agrees in writing in its sole and absolute discretion to such refusal, revision, modification or change, then the Selling Member shall not be entitled to transfer all or any portion of its membership interest to the Tag Transferee.

12.7 Pledge of a Member's Interest. (a) Except as set forth in this Section 12.7, no Member may pledge, mortgage, hypothecate, assign as security, create a security interest in or charge against or other encumbrance of all or any part of its interest in the Company, whether directly or indirectly, voluntarily or involuntarily or by operation of law.

(b) Each Member (herein, a "Pledging Member") shall have the right to pledge its entire (but not part of its) interest in the Company (the "Pledged Interest") as collateral for any loan being made to the Company, the Pledging Member or its Affiliates by a third party lender for the benefit of the Company and/or the Development Property (the "Pledgee"), provided that the pledge agreement and/or such other instruments which provide for such pledge (collectively, the "Pledge Instruments") expressly provide that:

(i) in the event of any default by the Pledging Member under the Pledge Instruments, the Pledgee shall give the other Members (the "Non-Pledging Member") prompt written notice thereof;

(ii) in the event of a default entitling the Pledgee to exercise its rights against the Pledged Interest, the Pledgee shall give the Non-Pledging Members prior written notice and a reasonable period to cure such default prior to the exercise of such rights;

(iii) in the event of a default and the Pledged Interest is to be foreclosed and sold pursuant to a private sale, the Non-Pledging Member shall be provided with thirty (30) calendar days prior notice of such private sale, and, if the Pledged Interest is to be sold pursuant to a public sale, the Non-Pledging Member shall be provided with the requisite statutory notice of such public sale and, upon any such private or public sale, the Pledged Interest shall be sold with all the rights and restrictions set forth in this Agreement attaching thereto; and

(iv) in the event that the Pledged Interest is foreclosed and the Pledgee or a third party acquires the Pledged Interest, the Non-Pledging Members who are not affiliated with the Pledging Member shall have the right and option to acquire the Pledged Interest for the loan amount in default which option may be exercised by said Non-Pledging Member within thirty (30) calendar days of the date upon which said Pledgee or third party acquires the Pledged Interest, and if said Non-Pledging Members does not elect to exercise said option then (A) the Pledgee or third party may be admitted to the Company but the Pledgee or such third party shall only be entitled to the economic rights in such interest and shall have no right to participate in the management of the Company and the Pledgee's approval shall not be required with respect to any Membership decision other than any decision that would require such Pledgee to make any contributions to the capital of the Company or loans to the Company or that would impose personal liability on the Pledgee; and (B) the Pledgee shall become liable for all of the liabilities and obligations of the Pledging Member and shall cure all outstanding monetary defaults of the Pledging Member and shall be subject to all of the enforcement provisions of this Operating Agreement.

(c) In the event that a Pledging Member desires to consummate any pledge pursuant to this Section 12.7, such Pledging Member (i) shall deliver to the Non-Pledging Member, not later than ten (10) business days prior to the consummation thereof, notice of the Pledging Member's intention to consummate a pledge pursuant to this Section 12.7 (which notice shall identify the Pledgee), and (ii) shall deliver to the Non-Pledging Member, within ten (10) business days following the consummation thereof, a certification from the Pledging Member certifying that such pledge was made subject to and in accordance with the provisions of this Agreement together with copies of the Pledge Instruments executed and delivered by the Pledging Member and the Pledgee (such copies to be certified as true and complete by the Pledging Member).

ARTICLE XIII

BUY-OUT OF MEMBER'S INTEREST

13.1 Buy-Out Upon Certain Events. Upon receiving notice of the occurrence of a Buy-Out Event (defined below), the Company shall have one hundred twenty (120) days in which it may exercise an option to purchase the entire interest in the Company of the Member on whose behalf or with respect to which the Buy-Out Event has occurred (the "Liquidating Member"). If the Company determines not to exercise its option to purchase, the Company may assign the option to those Members who desire to accept it, pro rata in proportion to such Members' Percentage Interests or as such Members may otherwise agree among themselves, but such assignment shall not extend the one hundred twenty (120) day exercise period. The Manager in its sole discretion shall determine whether or not to exercise such option, provided that the failure by the Manager to exercise such option within ninety (90) days of receiving notice of the

occurrence of a Buy-Out Event, shall give rise to the right of any or all of the other Members to exercise the same to the exclusion of the Manager.

A “Buy-Out Event” shall consist of any of the following events or circumstances:

(a) the Financial Insolvency of Associates (Associates being the Liquidating Member in such event);

(b) any revocation of the right or authority of UTA to continue to participate as a member in the Company, whether by subsequent legislation, by reason of a failure of an existing condition or requirement precedent to such participation or by judicial decision or other occurrence making such continued participation unlawful (UTA being the Liquidating Member in such event);

(c) the conclusion by UTA, supported by advice of independent legal counsel to UTA, that continued participation in the Company will result in the loss, forfeiture or other abrogation of material rights, benefits or authority or will materially and negatively effect the business or operations of UTA (to include any strategic growth, expansion or development plans) (UTA being the Liquidating Member in such event); or

(d) the breach by a Member (including the Manager) of any material term or provision of this Operating Agreement, which breach remains uncured after reasonable notice and an opportunity to cure (the breaching Member being the Liquidating Member in such event); or

(e) a voluntary or involuntary Transfer of all or any portion of a Member’s (including Associates, as Manager) interest if such Transfer is not specifically permitted by this Operating Agreement (the breaching Member being the Liquidating Member in such event).

Exercise of said option by the Company or, as applicable, the other Member or Members, shall be made by giving written notice thereof to the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member, effective as of the date of notice of such election. Valuation of the interest in the Company of the Liquidating Member shall then take place pursuant to Section 13.2 below and payment for such interest shall take place pursuant to Section 13.3 below.

13.2 Valuation of Liquidating Member’s Interest. The interest in the Company of a Liquidating Member shall be valued as follows:

(a) Negotiation to Determine Valuation. The Manager or other acquiring Members, as applicable, and the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member shall promptly commence negotiations to establish the fair market value of the Liquidating Member’s interest in the Company. Value shall be determined as of the date of the election to buy out the interest of the Liquidating Member. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after the date of the election to buy out the interest of the Liquidating Member or if negotiations

break down prior to such time, either party may terminate the negotiations and require the valuation to be submitted to appraisal, as provided in the following subsection.

(b) Appraisal to Determine Valuation. If the parties are unable to reach agreement through negotiations between themselves, they shall submit the valuation of the Liquidating Member's interest to the following appraisal process. In that event, unless the parties agree on a different appraisal procedure, the fair market value of the Liquidating Member's interest in the Company shall be determined as follows. Each of the parties shall promptly select an appraiser qualified by appropriate licensure or certification to conduct appraisals of interests in a limited liability company, taking into consideration the nature of the assets owned and business conducted by the Company, and such appraisers shall then select a third such appraiser. The value of the Liquidating Member's interest shall be the average of the two appraised values which are closest together. Each party shall bear the cost of the appraiser chosen by it and the parties shall split the cost of the third appraiser.

(c) Method of Valuation and Discounts. The value of the Liquidating Member's interest in the Company, whether determined by negotiation or appraisal, shall be arrived at by first determining the value of the Company as a whole by determining the Fair Market Value of the assets of the Company, net of liabilities, and then applying appropriate discounts with respect to the interest of the Liquidating Member to take into account, to the extent applicable, minority interest, nonmarketability of interest and other factors which would affect the value of the Liquidating Member's interest, or in any other manner determined to be appropriate by the aforesaid appraisers.

(d) Payment for Good Will. An appropriate portion of the value of the Liquidating Member's interest in the Company, as determined under Section 13.2(a) or (b) above, shall be allocated to good will, if there is any, provided that IRC Section 736(b)(3) is applicable.

13.3 Payment Schedule. Payment for the interest in the Company of a Liquidating Member, as valued under Section 13.2 above, may be made by the Company or, as applicable, the acquiring Member or Members, over a period of up to five (5) years in equal monthly, quarterly or annual installments of principal, together with accrued interest from the effective date of the buy-out or redemption. The unpaid balance of the purchase price shall bear interest at the minimum rate necessary to avoid the imputation of interest under the Internal Revenue Code. The unpaid balance of the purchase price need not be secured. The Company, or, as applicable, acquiring Member or Members, shall have the right to prepay all or any portion of such obligation at any time without notice or penalty. In the event the Company terminates under Article XIV below, prior to the payment in full by the Company of the foregoing obligation, the entire remaining balance of principal and accrued interest shall be immediately due and payable by the Company or, as applicable, the acquiring Member or Members, as set forth in Section 14.3 below. The execution of a note, contract or agreement by the Company or the acquiring Member or Members evidencing the installment payment obligation shall be sufficient to result in the immediate transfer and relinquishment of the interest in the Company of such Liquidating Member to the Company or acquiring Member or Members.

13.4 Buy/Sell upon Impasse. In the event of any dispute or disagreement arising between the Members in connection with this Operating Agreement or the operation of the Company or the Development Property (except a disagreement or dispute concerning the matters specified in Section 13.1 a., b., c., d., or e, but including any inability to agree upon a course of action with respect to any materially adverse impact upon the development, improvement, construction or use of the Development Property that is a direct or indirect result of compliance with the requirements of the Public Transit District Act or any other federal, state or local law applicable to the Property, now existing or hereafter enacted, adopted or becoming effective) that has the effect of preventing or materially and adversely affecting the operation of the Company or development of the Development Property pursuant hereto, the Members shall consult and negotiate with each other and use good faith efforts to settle the dispute and reach an equitable solution to the mutual satisfaction of the Members recognizing their mutual interests through good faith negotiation within thirty (30) days after the date that any Member informs the others in writing (the "Impasse Notice") that such dispute or disagreement exists (the "Impasse"). Such Impasse Notice shall designate the nature of the Impasse. If, following such consultation and good faith negotiation, the Members are unable to resolve the Impasse, then the Members shall have the rights set forth below.

In the event the Members fail to reach any decision regarding the Impasse within the above-referenced time period, any Member or Members (the "Initiator") may give written notice (the "Impasse Offer Notice") to other Member or Members (the "Respondent"), setting forth the Initiator's intent to either (a) buy all, but not less than all, of Respondent's interest in the Company, or (b) cause a sale of the Property.

In the event that Initiator elects (a) above, the provisions set forth below shall apply:

(i) Purchase Price. The Initiator shall specify in its Impasse Offer Notice the cash purchase price at which the Initiator would be willing to purchase one hundred percent (100%) of the Respondent's rights, title and interest as a Member.

(ii) Exercise of Impasse Put/Call. Upon receipt of the Impasse Offer Notice, the Respondent shall then be obligated either:

(X) To sell to the Initiator for cash its entire right, title and interest as a Member in the Company at the price specified in the Impasse Offer Notice, subject to adjustments as provided below; or

(Y) To purchase all of the right, title and interest of the Initiator as a Member of the Company, for that cash price that is proportionately equal (based upon respective Percentage Interests of the parties) to the cash price specified in the Impasse Offer Notice for the purchase of the Respondent membership interests, subject to adjustment as provided below.

(iii) The Respondent shall notify the Initiator of its election within sixty (60) calendar days after the date of receipt of the Impasse Offer Notice. Failure of the Respondent to give the Initiator notice that the Respondent has elected to proceed under (Y) above shall be conclusively deemed to be an election under (X).

(iv) Closings.

(X) Location and Time Periods. The closing of any sale of a Member's right, title and interest as a Member of the Company pursuant to this Section 13.4 shall be held at the principal offices of the Company, unless otherwise mutually agreed, on a mutually acceptable date not more than one hundred twenty (120) calendar days after (A) the receipt by the Initiator of the written notice of election by the Respondent, or (B) after the expiration of the time within which the Respondent must so elect, as provided above.

(Y) Closing Adjustments. At the closing, any closing adjustments as set forth in the Impasse Offer Notice (and if not so designated in the Impasse Offer Notice then those adjustments which are then usual and customary in Salt Lake County, Utah) shall be made between the purchasing party and the selling party as of the date of closing. Either Member transferring its right, title and interest as a Member shall transfer the same free and clear of any liens, encumbrances or any interests of any third party and shall execute or cause to be executed any and all documents required to fully transfer such Member's interest in the Company to the acquiring Member including, but not limited to, any documents necessary to evidence such transfer, and all documents required to release the interest of any other party who may claim an interest in such Member's right, title and interest as a Member. Any monetary default or obligation of the selling Member must be cured out of the proceeds from such sale at the closing. Following the date of closing, the selling Member shall have no further rights to any distributions under this Operating Agreement and all such rights shall vest in the selling Member's transferee.

In the event that Initiator elects (b) above and the Respondent does not agree to a sale of the Development Property within ten (10) business days of receipt of the Impasse Offer Notice or fails to respond to the Impasse Offer Notice, the Initiator shall have the right to issue a new Impasse Offer Notice and the terms and provisions relating to Section 13.4(a) with respect to a sale of all, but not less than all, of Respondent's interest as a Member of the Company, shall apply. In the event that Initiator elects (b) above and the Respondent agrees to a sale of the Property within ten (10) business days of receipt of the Impasse Offer Notice, the provisions set forth below shall apply:

(i) Initiator shall give the Respondent notice of its desire to sell the Development Property (the "Sales Offer Notice"), which Sales Offer Notice shall set forth the Initiator's good faith determination of the Fair Market Value of the Development Property. The Respondent shall, within thirty (30) calendar days after receipt of the Sales Offer Notice, deliver a notice (the "Sales Response Notice") to the Initiator that the Respondent either (x) consents to the sale of the Development Property at the purchase price and on the terms and conditions set forth in the Sales Offer Notice; or (y) disputes the Fair Market Value.

(ii) If the Respondent shall fail to respond within the 30-calendar day period, then the Respondent shall conclusively be deemed to have consented to the

sale of the Development Property. The Sales Offer Notice and the Sales Response Notice shall constitute a binding agreement as to the sale of the Development Property between the Initiator and the Respondent.

(iii) If the Respondent shall consent to the sale of the Development Property at the purchase price and upon the terms and conditions set forth in the Sales Offer Notice or shall fail to respond within the time parameters set forth above, the Initiator shall have the right, subject to this Section 13.4, to cause a sale of the Development Property for a cash purchase price equal to or greater than ninety-five percent (95%) of the Fair Market Value and on such terms and conditions as are then reasonably customary with respect to the sale of properties similar in size and quality to the Development Property, including the making of reasonably customary representations and warranties. The Respondent shall cooperate in the closing of said sale and shall execute such documentation as reasonably necessary to consummate said sale.

(iv) If the Respondent disputes the Fair Market Value, the Respondent shall initiate the appraisal procedure set forth below. The determination of said appraised value shall be deemed the Fair Market Value for purposes of this Section 13.4.

(v) In the event that the Development Property is to be sold pursuant to the terms and provisions of this Section 13.4 and such sale is not consummated within twelve (12) months from the date of the Respondent's election, then Initiator shall be required to send another Sales Offer Notice to the Respondent as set forth above and provide the Respondent with the elections set forth in this Section 13.4 pursuant to all time parameters and other provisions of this Section 13.4.

(vi) The Members acknowledge the importance of cooperation and joint efforts to effect the transfers set forth in this Section 13.4. The Members agree to use their reasonable efforts to consummate the transfers referenced herein and to act reasonably and in good faith. In the event that a Member shall breach its duties of reasonable efforts, good faith and reasonableness under any provision of this Section 13.4 and such breach shall result in the failure to consummate the sale of a Member's interest the Company or the Development Property, then such breach shall be deemed a default under this Operating Agreement.

(vii) In no event shall UTA, in connection with any sale of the Development Property under this Section 13.4 be obligated to modify, change, amend, waive or otherwise release any covenants, conditions, restrictions or equitable servitudes applicable to the Development Property for the benefit of the Retained Property.

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.1 Dissolution and Continuation. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) when the period fixed for the duration of the Company shall expire; or
- (b) the occurrence of a UTA Exit Event with respect to which UTA has, by written election, determined to not proceed under Article XIII with respect to such UTA Exit Event; or
- (c) upon the vote of the Manager and a vote in favor thereof by Members holding an aggregate of two-thirds (2/3) of the total Percentage Interests.

The death, Financial Insolvency, Incompetency, withdrawal, retirement, resignation, expulsion or dissolution of any Member shall not of itself cause the dissolution of the Company.

14.2 Winding Up the Company. Upon dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company and shall engage in an orderly disposition of its assets where such can be done at a fair value (except to the extent the Manager may determine to distribute any assets to the Members in kind). The items comprising the Profits or Losses of the Company, as the case may be, as well as any specially allocated items for the Fiscal Year in which the Company is terminated, shall continue to be allocated to the Members or their representatives and be credited or charged to their respective Capital Accounts in accordance with Articles VI and VII, above. Further, the Capital Accounts of the Members or their representatives shall be adjusted as required by Paragraph B.2(c) of the Addendum attached hereto.

14.3 Distribution of Liquidation Proceeds. Pursuant to the winding up of the Company's affairs, the Company assets and the proceeds from the disposition of Company assets shall be applied in order of priority as follows:

- (a) First, to creditors of the Company other than Members (and other than any former Members receiving payments in buy-out of their interest in the Company under Section 13.3 above);
- (b) Second, to Members for any debts of the Company to such Members, including loans from Members to the Company under Section 5.5, and Members being bought out under Section 13.3 above, pro rata;
- (c) Third, to Members in the amount of the final positive balances in their respective Capital Accounts (after the allocation of all Profits, Losses and specially allocated items).

Each Member shall look solely to the assets of the Company for the return of such Member's investment in the Company, and if such assets or the proceeds from the liquidation of

such assets are insufficient to return said investment, such Member shall have no recourse against any other Member. Liquidating distributions to Members shall be made by the later of (i) the end of the Company taxable year in which Liquidation occurs, or (ii) ninety (90) days after Liquidation.

14.4 Return of Capital Contributions. A Member shall not be entitled to the return of specific property contributed to the Company nor to any payments in liquidation of such Member's interest in the Company other than in cash.

14.5 Negative Capital Account Balance. A negative balance in any Member's Capital Account which exists upon termination of the Company (after the allocation of all Profits and Losses through termination) shall not constitute a debt or liability of such Member to the Company, to any creditor of the Company, to any other Member, or to any other Person for any purpose whatsoever, and such Member shall have no obligation to make any additional capital contribution to the Company by reason of such negative balance.

14.6 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, Articles of Dissolution shall be executed and filed pursuant to ULLCA Section 48-2c-1204. Upon issuance by the State of Utah of a certificate of dissolution, the Company shall be terminated.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Amendments. This Operating Agreement may be amended, or amended and restated, at any time upon the affirmative unanimous vote of all the Members provided, however, Associates may make technical amendments to this Operating Agreement at any time which do not affect the economic interests of the Members as necessary in order to maintain the Operating Agreement in compliance with applicable tax and limited liability company law.

15.2 Notices. Except as otherwise provided herein, any notice, election or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or upon receipt or rejection or, if no evidence of receipt or rejection is provided by the addressee, three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth in the records of the Company. Any such address may be changed by notice given in the above manner.

15.3 Governing Law. This Operating Agreement is entered into under and shall be governed by the laws of the State of Utah.

15.4 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

15.5 Compliance With Law. The Members, the Manager and the Company shall, at all times, conduct themselves in compliance with the provisions of all applicable federal, state and local law, rules and regulations and with any binding administrative or judicial order. It is specifically acknowledged and agreed that, without limiting the same, applicable laws, rules and regulations, including the IRC, the Public Transit District Act and all applicable federal and state securities laws. Because of UTA's status as a governmental or quasi-governmental entity or political subdivision of the State of Utah, the Members and Manager acknowledge that certain obligations with respect to the disclosure of information may apply to the business, activities and operations, generally and also particularly to its participation in the Company, including but not limited to the provisions of the Utah Government Records Access and Management Act ("GRAMA"). Accordingly, the Members and Manager covenant and agree that they will reasonably cooperate, at no cost or expense to such Members or Manager, with any such legal requirements (including under GRAMA) that may be imposed upon UTA and will also administer, maintain and conduct the affairs of the Company in a manner that will enable UTA to comply with all such legal requirements. Further, as to the impact and effect of GRAMA, as and to the extent that GRAMA applies to data, documents, papers, information and other materials that UTA is required or may be required to disclose pursuant to a lawful GRAMA request, the Manager and Members will cooperate reasonably, at no out-of pocket cost or expense to such Members or Manager, in providing timely and lawful responses to the same. Notwithstanding the foregoing, the Members and Manager agree to use reasonable efforts to conduct the business of the Company in such a manner as to legally protect confidential and proprietary information from disclosure.

15.6 Headings. The headings in this Operating Agreement are inserted for convenience only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.7 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.8 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.9 Enforcement. In the event of a breach or dispute arising under this Operating Agreement, the non-breaching party or the party prevailing in such dispute shall be entitled to recover its costs, including without limitation reasonable attorneys' fees and court costs, from the breaching or non-prevailing party.

15.10 Entire Agreement. This Operating Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements,

discussions and understandings, whether written or oral, between and among the parties with respect hereto.

15.11 Consent. Whenever in this Operating Agreement, it is expressly provided that a requested consent or approval is “not to be unreasonably withheld, conditioned or delayed,” the provisions set forth below shall apply:

(a) The request for consent or approval shall be given or made in accordance with Section 15.2 of this Operating Agreement at the respective mailing addresses that are set forth opposite the Member’s respective signatures below. In addition, with respect to a request for approval or consent to a budget, a copy of such request shall also be sent to UTA, Attention: Jordan Valley TOD Manager, and with respect to a request for approval or consent to the Development Plan, a copy of such request shall also be sent to UTA, Attention: Jordan Valley TOD Manager;

(b) In the event that approval or disapproval is not received by the requesting Member within five (5) business days of the date of the request, such consent or approval shall be deemed given; and

(c) Any disapproval shall set forth with specificity the reason or reasons for disapproval and the corrective action that must be taken to obtain consent or approval.

(d) In the event that there is more than one (1) person entitled to receive notice hereunder, UTA shall send only one (1) response, and in the event that more than one (1) response is sent, and the responses are in conflict, approval shall be deemed given.

15.12 Time. Time is of the essence of this Operating Agreement and all of its provisions.

[The remainder of this page is left blank intentionally. Signatures are on the following page.]

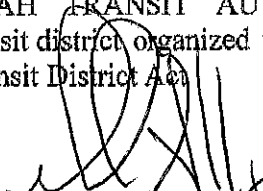
IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date hereinabove first written by the following Members, whose respective mailing addresses are set forth opposite their signatures. By their signatures below said Members do hereby affirm that they have read the foregoing Operating Agreement and are familiar with its contents and they do hereby verify the accuracy thereof.

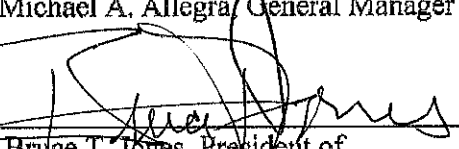
Mailing Addresses:

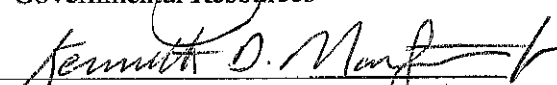
669 West 200 South
Salt Lake City, UT 84111

MEMBERS:

UTAH TRANSIT AUTHORITY, a public transit district organized under the Utah Public Transit District Act

By: 
Michael A. Allegra, General Manager

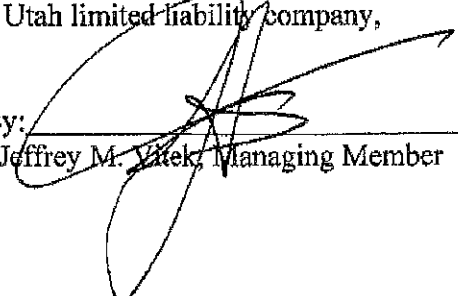
By: 
Bruce T. Jones, President of Governmental Resources

By: 
Kenneth D. Montague, Chief Financial Officer and Chief Procurement Officer

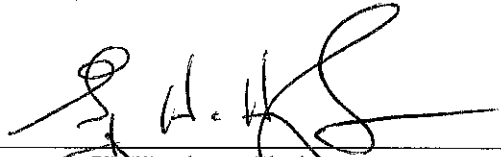
Approved as to Form:


Counsel for the Authority

BANGERTER STATION ASSOCIATES, LLC,
a Utah limited liability company,

By: 
Jeffrey M. Yitek, Managing Member

The authorization of the forgoing officers to negotiate the terms of and execute this Operating Agreement by and between Utah Transit Authority and Bangerter Station Associates, LLC, was approved by the UTA Board of Trustees.

By: 
Gregory H. Hughes, Chair

SCHEDULE ONE

Agreed Dollar Value of Capital Contributions

<u>Member</u>	<u>Description of Property Contributed</u>	<u>Amount</u>	<u>Percentage Interests</u>
Utah Transit Authority	Development Property (as defined in the text of the Operating Agreement) and grant of use and other rights with respect to portions of the Infrastructure	\$11,750,000.00 (of which \$7,000,000 is the Development Property Total Value. i.e. the value of UTA contributed assets)	50%
Bangerter Station Associates, LLC		\$ _____	50%
TOTAL		— \$ _____ =	100%

Timing/Schedule of Initial Contributions

The Initial Contribution of Associates may be made at such times as are provided in the Operating Agreement. Such contribution by Associates may be in the form of cash and/or all or a portion of its fees and/or reimbursements as provided in the Operating Agreement. UTA agrees that it will make its Initial Contribution by transferring the Development Property at the earliest possible date after the requisite lawful subdivision of the Property that will make the transfer of the Development Property a lawful transfer under the application subdivision laws of the State and the local governing authorities.

CAPITAL ACCOUNTING AND TAX ADDENDUM

A. DEFINITIONS

The following additional definitions are supplied for purposes of this Addendum:

(a) “Adjusted Capital Account” means a Member’s Capital Account as of the end of any Fiscal Year, increased by the amount of any deficit balance in such Member’s Capital Account which such Member is unconditionally obligated to restore to such Member’s Capital Account, or is deemed obligated to restore pursuant to the penultimate sentence of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(b) “Adjusted Tax Basis” means the adjusted tax basis of property for Federal income tax accounting purposes.

(c) “Book Depreciation” means for each Company Fiscal Year or other period, an amount equal to the Tax Depreciation for such year or other period, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such year or other period, Book Depreciation shall be an amount which bears the same relationship to such beginning Book Value as the Tax Depreciation for such year or other period bears to such beginning Adjusted Tax Basis; provided, however, that if the Tax Depreciation for such year is zero, Book Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager. The foregoing definition of Book Depreciation is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(iv)(g)(3) and shall be interpreted consistently herewith.

(d) “Book Value” means the value of property as reflected on the books of the Company in accordance with Paragraph B.2 of this Addendum.

(e) “Fair Market Value” means the fair market value of property, unreduced by any liabilities secured by such property. For the purpose of applying the capital accounting rules set forth in Paragraphs B.1(b) and B.1(g) of this Addendum and for purposes of Paragraph B.2(a) of this Addendum, such fair market value shall be determined without regard to the amount of any nonrecourse indebtedness secured by such property, in accordance with IRC Section 752(c). For all other purposes and provisions of this Operating Agreement, such fair market value shall be deemed to be no less than the amount of any nonrecourse indebtedness secured by such property, in accordance with IRC Section 7701(g) and Regulations Section 1.704-1(b)(2)(iv)(e)(1).

(f) “Partner Nonrecourse Liability” means any liability to the extent such liability is nonrecourse to the Company and a Member (or related person) bears the economic risk of loss as set forth in Regulations Section 1.704-2(b)(4).

(g) “Partner Nonrecourse Debt Minimum Gain” means the aggregate amount by which Partner Nonrecourse Liabilities, if any, exceed the adjusted tax bases of the Company properties which they encumber, as set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(i)(2).

(h) “Partner Nonrecourse Deductions” means items of loss, deduction or IRC Section 705(a)(2)(B) expenditures that are attributable to a Partner Nonrecourse Liability, as set forth in Regulations Section 1.704-2(i)(1). The amount of Partner Nonrecourse Deductions for a Company Fiscal Year equals the net increase, if any, in the amount of Partner Nonrecourse Debt Minimum Gain during such Fiscal Year, reduced (but not below zero) by the distribution of proceeds of any Partner Nonrecourse Liability made during such Fiscal Year to the Member (or Members) bearing the economic risk of loss for such liability which are both attributable to such liability and allocable to an increase in Partner Nonrecourse Debt Minimum Gain, as set forth in Regulations Section 1.704-2(i)(2).

(i) “Partnership Minimum Gain” means the aggregate amount by which Partnership Nonrecourse Liabilities, if any, exceed the adjusted tax bases of the Company properties which they encumber, as set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(j) “Partnership Nonrecourse Deductions” means items of loss, deduction or IRC Section 705(a)(2)(B) expenditures that are attributable to Partnership Nonrecourse Liabilities, as set forth in Regulations Section 1.704-2(b)(1). The amount of Partnership Nonrecourse Deductions for a Company Fiscal Year equals the net increase, if any, in the amount of Partnership Minimum Gain during such Fiscal Year, reduced (but not below zero) by the aggregate distributions made during such Fiscal Year of proceeds of any Partnership Nonrecourse Liability which are allocable to an increase in Partnership Minimum Gain, as set forth in Regulations Section 1.704-2(c).

(k) “Partnership Nonrecourse Liability” means any liability that is nonrecourse to the Company as to which no Member (or related person) bears any economic risk of loss as set forth in Regulations Section 1.704-2(b)(3).

(l) “Section 704(c) Property” has the meaning set forth in Paragraph C.1 of this Addendum.

(m) “Tax Depreciation” means for each Company Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period for federal income tax purposes.

B. CAPITAL ACCOUNT MAINTENANCE RULES

1. Basic Capital Accounting Rules. The Members' Capital Accounts shall be kept in accordance with the following rules. A Member's Capital Account shall be increased by:

(a) the amount of money contributed by such Member to the Company (including the amount of Company liabilities assumed by such Member other than liabilities described in subparagraph (g));

(b) the Fair Market Value of property other than money contributed (or deemed contributed) by such Member to the Company, net of liabilities secured by such property that the Company is considered to assume or take subject to under IRC Section 752;

(c) the amount of Company liabilities which are assumed by such Member (other than liabilities described in subsection (g) below which are assumed by a distributee Member);

(d) such Member's allocable share of the Profits of the Company under Section 7.1 above and of any items of income or gain which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(e) such Member's allocable share under Paragraph C.1(c) of this Addendum of any gain attributable to Section 704(c) Property, as computed for book purposes;

and shall be decreased by:

(f) the amount of money distributed by the Company to such Member (including the amount of such Member's individual liabilities assumed by the Company other than liabilities described in subparagraph (b));

(g) the Fair Market Value of property other than money distributed (or deemed distributed) by the Company to such Member, net of liabilities secured by such property that such Member is considered to assume or take subject to under IRC Section 752;

(h) the amount of such Member's individual liabilities which are assumed by the Company (other than liabilities described in subsection (b) above which are assumed by the Company);

(i) such Member's allocable share of the Losses of the Company under Section 7.2 above and of any items of loss or deduction which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(j) such Member's allocable share under Paragraph C.1(c) of this Addendum of any Book Depreciation or loss attributable to Section 704(c) Property, as computed for book purposes.

The Members' Capital Accounts shall also be debited or credited as provided in Paragraphs B.2(c) and B.2(d) of this Addendum. Also, in determining the amount of any liability for purposes of this provision, there shall be taken into account IRC Section 752(c) and any other applicable provisions of the IRC and Regulations.

2. Valuation of Company Property; Capital Account Adjustments. The Book Value of Company property shall be its Adjusted Tax Basis except in the following instances:

(a) Contributed Property. The Book Value of property contributed (or deemed contributed) to the Company by any Member shall be equal to its Fair Market Value on the date of contribution (or deemed contribution).

(b) Distributed Property. The Book Value of property distributed (or deemed distributed) by the Company to any Member, whether in connection with the Liquidation of the Company or otherwise, shall be increased or decreased, as the case may be, to equal its Fair Market Value on the date of distribution (or deemed distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of such property for such Fair Market Value.

(c) Other Property at Time of Contribution or Distribution. In connection with either

(i) a contribution (or deemed contribution) of money or other property, including services, to the Company by a new or existing Member in exchange for a new or increased interest in the Company, or

(ii) a distribution (or deemed distribution) of money or other property by the Company to a withdrawing or continuing Member in exchange for all or a portion of such Member's interest in the Company, or

(iii) the Liquidation of the Company,

the Book Values of all Company assets, including good will if applicable, shall be increased or decreased, as the case may be, to equal their respective Fair Market Values on the date of such contribution or distribution (or deemed contribution or distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of all such assets for such Fair Market Values; provided, however, in the case of subparagraphs (i) and (ii) hereof, such adjustment need not be made if such contribution or distribution is of a *de minimis* amount or if the Members reasonably determine that such adjustment is not necessary or appropriate in view of the cost to the Company of making such adjustment as compared with the distortion in the relative economic interests of the Members which would result from not making such adjustment. Paragraphs (a), (b) and (c) hereof are

intended to comply with Regulations Section 1.704-1(b)(2)(iv)(d), (e) and (f) and shall be interpreted consistently therewith.

(d) Section 754 Adjustments. The Book Value of an item of Company property shall be increased or decreased, as the case may be, to equal its Adjusted Tax Basis whenever an adjustment to the Adjusted Tax Basis of such item of Company property arises under IRC Sections 732(d), 734 or 743 and such adjustment exceeds the difference between the Book Value of such item of Company property and its Adjusted Tax Basis prior to making such adjustment. Such increase or decrease in Book Value shall then be allocated to the Capital Accounts of the Members in accordance with Regulations Section 1.704-1(b)(2)(iv)(m). This Paragraph shall be applied only after the application of Paragraphs B.2(a), (b) and (c) above.

C. SPECIAL TAX ALLOCATION RULES

1. Special Allocation Rules Where Book Value and Adjusted Tax Basis Are Unequal. Notwithstanding the general allocation rules set forth in Sections 7.1 and 7.2 above, as to property the Book Value of which is different from its Adjusted Tax Basis (“Section 704(c) Property”), the following rules and definitions shall apply:

(a) If the Book Value of property exceeds its Adjusted Tax Basis, such excess shall be referred to as “Built-in Gain.” Conversely, if the Adjusted Tax Basis of property exceeds its Book Value, such excess shall be referred to as “Built-in Loss.”

(b) Built-in Gain or Built-in Loss may arise as the result of the contribution or deemed contribution of property to the Company by one or more Members (the “Contributing Members”) or as the result of the revaluation of existing Company property under Paragraph B.2 of this Addendum. If existing Company property is revalued, the existing Members shall be considered the Contributing Members as to such property. The term Contributing Members shall include successors-in-interest thereto.

(c) Book Depreciation, and gain or loss with respect to Section 704(c) Property as computed for book purposes, shall be allocated to the Members in accordance with the general profit and loss sharing percentages specified in Sections 7.1 and 7.2 above, and the Members’ Capital Accounts shall be adjusted accordingly, as set forth in Paragraph B.1 of this Addendum.

(d) Tax Depreciation, and gain or loss with respect to Section 704(c) Property as computed for tax purposes, shall be allocated to the Members in a manner that takes into account the Built-in Gain or Built-in Loss with respect to such property, in accordance with Section 704(c) of the IRC and equivalent principles, as follows, and such allocations shall not be independently reflected by further adjustments to the Members’ Capital Accounts:

(i) With respect to Built-in Gain property, one hundred percent (100%) of any tax gain shall be allocated to the Contributing Members in the same proportion as such Built-in Gain has been credited to their respective Capital

Accounts; Tax Depreciation shall be allocated to the Members other than the Contributing Members (the “Noncontributing Members”) in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Gain has been eliminated. Thereafter, any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2 above.

(ii) With respect to Built-in Loss property, one hundred percent (100%) of any tax loss shall be allocated to the Contributing Members in the same proportion as such Built-in Loss has been charged to their respective Capital Accounts; Tax Depreciation shall be allocated to the Noncontributing Members in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Loss has been eliminated. Thereafter, any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2 above.

(iii) In the event that the allocation of tax gain, tax loss or Tax Depreciation to the Noncontributing Members under Paragraph C.1(d)(i) or C.1(d)(ii) of this Addendum is limited by application of the “ceiling rule” set forth in Regulations Section 1.704-3(b)(1), the Company may do any of the following:

(A) make reasonable curative allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule, including income from the disposition of contributed or revalued property, in accordance with the rules set forth in Regulations Section 1.704-3(c); or

(B) make remedial allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule in accordance with the rules set forth in Regulations Section 1.704-3(d); or

(C) if applicable, apply the “small disparity” rules of Regulations Section 1.704-3(e).

The foregoing provision is intended to comply with Regulations Section 1.704-1(b)(2)(iv)(g) and Section 1.704-3(e) and shall be interpreted consistently therewith.

2. Special and Regulatory Allocations.

(a) Partnership Nonrecourse Deductions. Partnership Nonrecourse Deductions for any Company Fiscal Year shall be allocated among the Members in accordance with the Members' percentage interests in Losses, as set forth in Section 7.2 above. This Paragraph C.2(a) is intended to comply with Regulations Section 1.704-2(e)(2) and shall be interpreted consistently therewith.

(b) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any Company Fiscal Year shall be allocated to the Member who bears the economic risk of loss for the Partner Nonrecourse Liability to which such deductions are attributable, or among all the Members who bear the economic risk of loss for such liability according to the ratio in which they bear such economic risk of loss. This Paragraph C.2(b) is intended to comply with Regulations Section 1.704-2(i)(1) and shall be interpreted consistently therewith.

(c) Partnership Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain during any Company Fiscal Year, then in that event, prior to the making of any other allocation under either Article VII above or this Addendum, there shall be specially allocated to all Members items of income and gain for such year (and, if necessary, subsequent years) equal to their share of such net decrease in Partnership Minimum Gain within the meaning of Regulations Sections 1.704-2(f)(1) and 1.704-2(g)(2).

(d) Partner Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Company Fiscal Year, then in that event, prior to the making of any other allocation under either Article VII above or this Addendum, there shall be specially allocated to all Members with a share of that Partner Nonrecourse Debt Minimum Gain items of income and gain for such year (and, if necessary, subsequent years) equal to their share of such net decrease in Partner Nonrecourse Debt Minimum Gain within the meaning of Regulations Sections 1.704-2(i)(4) and 1.704-2(i)(5).

(e) Qualified Income Offset. Subject to the provisions of Paragraph C.2(a) of this Addendum, in the event a Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which creates a deficit in such Member's Adjusted Capital Account, items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This Paragraph C.2(b) is intended to comply with the qualified income offset requirement set forth in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(f) Curative Allocations. The special allocations set forth in Paragraphs C.2(a) through C.2(e) of this Addendum (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2(b). The Regulatory Allocations shall be taken into account in determining the allocation of

Profits and Losses pursuant to Sections 7.1 and 7.2 above so that, to the extent possible without nullifying the Regulatory Allocations, the amount of the allocations of Profits and Losses under Sections 7.1 and 7.2, as adjusted pursuant to this Paragraph C.2(f), and of the Regulatory Allocations, when taken together, shall be equal to the amount of such allocations of Profits and Losses that would have been allocated to the Members under Sections 7.1 and 7.2 if the Regulatory Allocations had not occurred.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

CONCEPTUAL SITE PLAN

(RETAINED PROPERTY CROSS HATCHED)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

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

TITLE:

Pre-Procurements

- **900 E UVX Station Construction**
- **Bus Simulator**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

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

DISCUSSION:

- **900 E UVX Station Construction.** This is a procurement to contract with a firm for construction of an additional UVX Station with 2 platforms along 900 East at 1100 North in Provo. Construction work includes site preparation, concrete, electrical, water, storm drainage, retaining walls and landscaping. Coordination with BYU, Provo City, and UTA Bus Operations will be required. Work is anticipated to begin in early 2025 and be ready for revenue service in late 2025. UTA funding for this procurement is included in the approved tentative 2025 capital budget. The term of this contract is for 2 years, and this procurement will be conducted as an IFB, where contract award will be given to the lowest cost bid. Award and approval of a contract is dependent on approval of funds in the 2025 final budget. (Req. 14249, Andrea Pullos).

- **Bus Simulator.** The training department is seeking to purchase a bus simulator that will be utilized in bus operations for new hire training, refresher training, and performance or accident retraining.

The simulator will be a highly engaging training system that helps trainees more quickly and completely integrate knowledge and skills acquisition while developing the emotional discipline, situational awareness, and on-the-spot judgment it takes to survive and thrive on the road.

Many transit agencies are turning to bus simulators to address these issues as well as the rising costs of accidents, refresher training, driver retention, unemployment benefits, vehicle emissions, and scheduling.

UTA funding for this procurement is included in the 2024 approved capital budget under MSP310. This will be a one-time purchase, and this procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 14155, Michael Cumrine and Stacey Palacios).

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: 2024/2025 Ski Bus Pass Agreement (Brighton Resort)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2024/2025 Ski Bus Pass Agreement as presented.

BACKGROUND:

Utah Transit Authority ("UTA") has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for ski service. UTA and its partners desire to continue efforts to encourage public transit in the canyons.

DISCUSSION:

UTA and Brighton Ski Resort ("Brighton") have a longstanding relationship. For over 20 years, Brighton and UTA have contracted together to provide transit service to employees and ski passholders.

UTA desires to continue this relationship with Brighton by entering into a new Ski Bus Pass Agreement for the 2024/2025 ski season. UTA will continue to invoice Brighton based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to \$8.00 for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to \$28.00, and requires 100% pass participation by the selected user group. Brighton has elected the Daily with Adjustments option for their season pass holders and the Daily with Weekly Cap for their employees. A discount of \$62,500 will be given to Brighton for their

employee bus service that is procured and managed independently.

CONTRACT SUMMARY:

Contractor Name:	Brighton Resort
Contract Number:	24-F28233
Base Contract Effective Dates:	November 13, 2024 - May 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$210,000 - \$260,000 excluding discount
Procurement Method:	Non-Procurement Agreement
Budget Authority:	N/A

ALTERNATIVES:

Do not enter an agreement with Brighton and renegotiate the contract terms

FISCAL IMPACT:

Revenue is estimated to be between \$210,000 and \$260,000

ATTACHMENTS:

2024-11-13_Ski Bus Agreement (Brighton Resort)_Contract

SKI BUS PASS AGREEMENT
BRIGHTON RESORT
2024-2025

THIS PASS AGREEMENT is made this 1st day of November 2024, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **BRIGHTON RESORT**, ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term "**Local Service**" means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.
- C. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.
- D. The term "**Shuttle Service**" means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.
- E. The term "**Ski Bus Service**" means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This include both services provided by and contracted by UTA.

TERMS AND CONDITIONS

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2025.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non- transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection (“EFC”) Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
 - A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay \$5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of \$4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User’s Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.

 - B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed \$28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only

- C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.
8. **TEMPORARY VOLUME BASED DISCOUNT.** For this 2024/2025 Ski Pass Bus Agreement only, UTA will provide a pass discount to Administrator to provide for alternate transportation solutions for their employees. The amount owed for Passes under this Agreement will be discounted by \$62,500. UTA shall reflect the discount in the invoices issued to Administrator. Each monthly invoice shall be discounted by 25% until the \$62,500 is reached.
 9. **EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING.** Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 15th day of the following month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.
 10. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.
 11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
 12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

- 13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- 15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: <u>Brighton Resort LLC</u> Name: <u>Mike Doyle</u> Address: <u>8302 Brighton Loop Rd</u> <u>Brighton UT 84121</u> Phone: <u>8018912005</u> Email: <u>mike.doyle@brightonresort.com</u>	Utah Transit Authority: Jay Fox 669 West 200 South Salt Lake City, Utah 84101 801-287-4704 JFox@rideuta.com
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Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

- 13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- 14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
21. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2025, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

RESORT NAME Brighton Resort LLC

UTAH TRANSIT AUTHORITY

DocuSigned by:
Mike Doyle 10/21/2024
FFC0414D54AA4CB...
Signature Date

By: _____
Signature Date

Print Name: Mike Doyle

Print Name: _____

Print Title: General Manager

Print Title: _____

Approved As To Form:
DocuSigned by:
Mike Bell 10/21/2024
70E33A415BA44F6...
UTA Legal Counsel
Mike Bell

By: _____
Signature Date

Print Name: _____

Print Title: _____

EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: Brighton Resort LLC
 Address: 8302 Brighton Loop Rd
 City, State, Brighton, UT
 Zip: 84121

Section 2: Contact Information

Contact Name: Mike Doyle
 Title: President/General Manager
 Phone: 801-891-2005
 Email: mike.doyle@brightonresort.com

Section 3: Designated Transit Coordinator *(For additional Coordinator, please submit names and email addresses to efcooperations@rideuta.com)*

Contact Name: Dave Farmer
 Title: Director Base Area Operations
 Phone: 801-891-3117
 Email: davefarmer@brightonresort.com

Section 4: Billing Information

A/P Contact: Misty Woods
 Title: Accounts Payable
 Phone: 801-532-4731 ext 106
 Email: accounts@brightonresort.com

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input checked="" type="checkbox"/>	accounts@brightonresort.com

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input checked="" type="checkbox"/>

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Daily with Adjustments

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 5A for additional details.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees

Daily with Weekly Cap

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of \$28 per week per authorized user, see section 5B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: 2024/2025 Ski Bus Pass Agreement (Solitude Mountain Ski Area, LLC)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2024/2025 Ski Bus Pass Agreement with Solitude Mountain Ski Area, LLC, as presented.

BACKGROUND:

Utah Transit Authority ("UTA") has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for ski service. UTA and its partners desire to continue efforts to encourage public transit in the canyons.

DISCUSSION:

UTA and Solitude Ski Resort ("Solitude") have a longstanding relationship. For over 20 years, Solitude and UTA have contracted together to provide transit service to employees and ski passholders.

UTA desires to continue this relationship with Solitude by entering into a new Ski Bus Pass Agreement for the 2024/2025 ski season. UTA will continue to invoice Solitude based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to \$8.00 for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to \$28.00, and requires 100% pass participation by the selected user group. Solitude has selected the Daily with Weekly Cap pricing option for their season pass holders and their employees. A discount of \$62,500 will be given to Solitude for their employee bus service

that is procured and managed independently.

CONTRACT SUMMARY:

Contractor Name:	Solitude Mountain Ski Area, LLC
Contract Number:	24-F28231
Base Contract Effective Dates:	November 13, 2024 - May 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$230k-\$280k (excluding discount)
Procurement Method:	Non-Procurement Agreement
Budget Authority:	N/A

ALTERNATIVES:

Do not enter an agreement with Solitude and renegotiate the contract terms

FISCAL IMPACT:

Revenue is estimated to be between \$230,000 and \$280,000

ATTACHMENTS:

2024-11-13_Ski Bus Agreement (Solitude Ski Resort)_Contract

SKI BUS PASS AGREEMENT
SOLITUDE MOUNTAIN SKI AREA, LLC
2024-2025

THIS PASS AGREEMENT is made this 1st day of November 2024, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SOLITUDE MOUNTAIN SKI AREA, LLC** ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term "**Local Service**" means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.
- C. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.
- D. The term "**Shuttle Service**" means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.
- E. The term "**Ski Bus Service**" means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This include both services provided by and contracted by UTA.

TERMS AND CONDITIONS

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2025.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non- transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection (“EFC”) Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below, subject to receipt of invoice 30 days for processing. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from the payment due date. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
 - A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay \$5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of \$4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User’s Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.

 - B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed \$28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only

extended to Users who are either employees or season pass holders. The weekly cap also excludes FrontRunner fares.

- i. Fares will be determined by the Authority using UTA's EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.

C. Shuttle Service. Shuttle service will be excluded from an Administrator's monthly billing when a rider taps on and off when travelling between resorts.

D. Ikon Passes: Use of passes designated as "Ikon" in the property fields in the electronic fare system shall be billed to each resort. Administrator agrees to pay for trips by Ikon pass holders to travel to the Administrator's resort. Ikon pass holders shall be considered as season pass holders for fare calculation purposes.

5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.

6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

7. **REPORTING**

A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.

- C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
- D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.
8. **TEMPORARY VOLUME BASED DISCOUNT.** For this 2024/2025 Ski Pass Bus Agreement only, UTA will provide a pass discount to Administrator to provide for alternate transportation solutions for their employees. The amount owed for Passes under this Agreement will be discounted by \$62,500. UTA shall reflect the discount in the invoices issued to Administrator. Each monthly invoice shall be discounted by 25% until the \$62,500 is reached.
9. **EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING.** Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 15th day of the following month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.
10. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

- 13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- 15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: _____ Name: _____ Address: _____ _____ Phone: _____ Email: _____	Solitude Mountain Resort Amber L. Broadaway 12000 Big Cottonwood Canyon Solitude, UT 84121 801.536.5776 a.broadaway@solitudemountain.com	Utah Transit Authority: Jay Fox 669 West 200 South Salt Lake City, Utah 84101 801-287-4704 JFox@rideuta.com
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Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

- 13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- 14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement.
16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
21. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2025, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SOLITUDE MOUNTAIN SKI AREA, LLC

UTAH TRANSIT AUTHORITY

Signed by:
Amber L. Broadaway 10/16/2024
7E93705B28FB444...
Signature Date

By: _____
Signature Date

Print Name: Amber L. Broadaway

Print Name: _____

Print Title: President/COO

Print Title: _____

Approved As To Form:

DocuSigned by:
Mike Bell 10/17/2024
70E33A415BA44F6...
UTA Legal Counsel
Mike Bell

By: _____
Signature Date

Print Name: _____

Print Title: _____

EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: Amber L. Broadway
 Address: 12000 Big Cottonwood Canyon
Solitude, UT
 City, State,
 Zip: 84121

Section 2: Contact Information

Contact Name: Steve Holtey
 Title: VP Finance
 Phone: 801.536.5727
 Email: s.holtey@solitudemountain.com

Section 3: Designated Transit Coordinator *(For additional Coordinator, please submit names and email addresses to efcooperations@rideuta.com)*

Contact Name: Scott Cherry
 Title: VP Resort Ops
 Phone: 801.536.5742
 Email: s.cherry@solitudemountain.com

Section 4: Billing Information

A/P Contact: Steve Holtey
 Title: VP Finance
 Phone: 801.536.5727
 Email: s.holtey@solitudemountain.com

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input type="checkbox"/>	s.holtey@solitudemountain.com

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input type="checkbox"/>

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Daily with Adjustments

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 5A for additional details.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees

Daily with Weekly Cap

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of \$28 per week per authorized user, see section 5B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: 2024/2025 Ski Bus Pass Agreement (Alta Ski Area)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2024/2025 Ski Bus Pass Agreement with Alta Ski Area as presented.

BACKGROUND:

Utah Transit Authority ("UTA") has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for ski service. UTA and its partners desire to continue efforts to encourage public transit in the canyons.

DISCUSSION:

UTA and Alta Ski Resort ("Alta") have a longstanding relationship. For over 20 years, Alta and UTA have contracted together to provide transit service to employees and ski passholders.

UTA desires to continue this relationship with Alta by entering into a new Ski Bus Pass Agreement for the 2024/2025 ski season. UTA will continue to invoice Alta based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to \$8.00 for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to \$28.00, and requires 100% pass participation by the selected user group. Alta has selected Daily with Adjustments for their season pass holders and Daily with

Weekly Cap for their employees.

CONTRACT SUMMARY:

Contractor Name:	Alta Ski Area
Contract Number:	24-F28232
Base Contract Effective Dates:	November 13, 2024 - May 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$85k - \$135k estimated revenue value
Procurement Method:	Non-Procurement Agreement
Budget Authority:	N/A

ALTERNATIVES:

Do not enter an agreement with Alta and renegotiate the contract terms

FISCAL IMPACT:

Revenue is estimated between \$85,000 and \$135,000

ATTACHMENTS:

2024-11-13_Ski Bus Agreement (Alta Ski Area)_Contract

SKI BUS PASS AGREEMENT
ALTA SKI AREA
2024-2025

THIS PASS AGREEMENT is made this 1st day of November 2024, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **ALTA SKI AREA**, ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term "**Local Service**" means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.
- C. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.
- D. The term "**Shuttle Service**" means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.
- E. The term "**Ski Bus Service**" means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This include both services provided by and contracted by UTA.

TERMS AND CONDITIONS

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2025.

2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non- transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection (“EFC”) Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
 - A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay \$5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of \$4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User’s Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.

 - B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed \$28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only

extended to Users who are either employees or season pass holders. The weekly cap also excludes FrontRunner fares.

- i. Fares will be determined by the Authority using UTA’s EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.
 - C. Shuttle Service. Shuttle service will be excluded from an Administrator’s monthly billing when a rider taps on and off when travelling between resorts.
 - D. Ikon Passes: Use of passes designated as “Ikon” in the property fields in the electronic fare system, and normally paid for by Solitude Ski Resort, shall be billed to each resort. Administrator agrees to pay for trips by Ikon pass holders to travel to the Administrator’s resort. Ikon pass holders shall be considered as season pass holders for fare calculation purposes.
 - E. UTA Contracted Service: Trips taken by Authorized Users on UTA contracted service shall be billed according to the terms of this Agreement unless electronic tap readers are not installed on the buses before ski service begins. In the event electronic readers are not available, both parties shall mutually agree in writing to a pricing methodology that will allow UTA to receive payment from Administrator for these trips.
5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.
6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly
7. **REPORTING**
- A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes

made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its’ Authorized Users’ daily usage on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.
- 8. **CONGESTION MITIGATION.** Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.
 - 9. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
 - 10. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
 - 11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
 - 12. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing

party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

- 13. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	_____	Utah Transit Authority:
Name:	_____	Jay Fox
Address:	_____	669 West 200 South
	_____	Salt Lake City, Utah 84101
Phone:	_____	801-287-4704
Email:	_____	JFox@rideuta.com

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

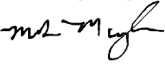
- 13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- 14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
- 15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
21. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2025, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

RESORT NAME: ALTA SKI AREA

UTAH TRANSIT AUTHORITY

DocuSigned by:

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Signature _____
Date 10/21/2024

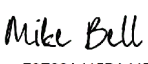
By: _____
Signature _____
Date _____

Print Name: Mike Maughan

Print Name: _____

Print Title: President

Print Title: _____

Approved As To Form:
DocuSigned by:

70E33A415BA44F6...
UTA Legal Counsel
Mike Bell

By: _____
Signature _____
Date _____

Print Name: _____

Print Title: _____

Section 5: Programs and Pricing

Daily with Adjustments

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 5A for additional details.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees

Daily with Weekly Cap

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of \$28 per week per authorized user, see section 4B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders *(Does not include discounted season passholders without uta benefits)*

Employees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: 2024/2025 Ski Bus Pass Agreement (Snowbird Resort)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve contract and authorize Executive Director to execute the 2024/2025 Ski Bus Pass Agreement with Snowbird Resort, as presented.

BACKGROUND:

Utah Transit Authority ("UTA") has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for ski service. UTA and its partners desire to continue efforts to encourage public transit in the canyons.

DISCUSSION:

UTA and Snowbird Resort ("Snowbird") have a longstanding relationship. For over 20 years, Snowbird and UTA have contracted together to provide transit service to employees and ski passholders.

UTA desires to continue this relationship with Snowbird by entering into a new Ski Bus Pass Agreement for the 2024/2025 ski season. UTA will continue to invoice Snowbird based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to \$8.00 for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to \$28.00, and requires 100% pass participation by the selected user group. Snowbird has selected Daily with Weekly Cap pricing for their season

pass holders and employees.

CONTRACT SUMMARY:

Contractor Name:	Snowbird Resort
Contract Number:	24-F28230
Base Contract Effective Dates:	November 13, 2024 - May 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$250k - \$300k estimated revenue value
Procurement Method:	Non-Procurement Agreement
Budget Authority:	N/A

ALTERNATIVES:

Do not enter an agreement with Snowbird Resort and renegotiate the contract terms

FISCAL IMPACT:

Revenue is estimated to be between \$250,000 and \$300,000.

ATTACHMENTS:

2024-11-13_Ski Bus Agreement (Snowbird Resort) _Contract

SKI BUS PASS AGREEMENT
SNOWBIRD RESORT
2024-2025

THIS PASS AGREEMENT is made this 1st day of November 2024, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SNOWBIRD RESORT**, ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term "**Local Service**" means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.
- C. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.
- D. The term "**Shuttle Service**" means travel between the ski resorts. Big Cottonwood shuttle means travel between Brighton and Solitude. Little Cottonwood shuttle means travel between Alta and Snowbird.
- E. The term "**Ski Bus Service**" means public transit service in Big and Little Cottonwood Canyons on routes and schedules determined by the Authority. This include both services provided by and contracted by UTA.

TERMS AND CONDITIONS

1. **TERM.** This Pass Agreement shall begin on the date stated above and end May 31, 2025.
2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.
3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.
4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
 - A. **Daily with Adjustments.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 for each day the Authorized User travels on UTA Ski Bus Service and Local Service. Administrator agrees to pay \$5 for each day the Authorized User travels on Local Service and does not travel on UTA Ski Bus Service. The billable ski days on the invoice will be reduced by 4% to account for missing shuttle trips. Administrator agrees to pay a reduced rate of \$4.00 for an agreed upon # of billable ski days. Administrator may elect to add FrontRunner service to an Authorized User's Pass by submitting a bulk import file. For Passes with FrontRunner service Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus Service or Local Service fare rates. No transfer credits will be applied to the FrontRunner fare.
 - B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed \$28 per week per Authorized User, each month within seven days after the month ends. The weekly cap is only extended to Users who are either employees or season pass holders. The weekly cap also excludes FrontRunner fares.
 - i. Fares will be determined by the Authority using UTA's EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.

- C. Shuttle Service. Shuttle service will be excluded from an Administrator's monthly billing when a rider taps on and off when travelling between resorts.
 - D. Ikon Passes: Use of passes designated as "Ikon" in the property fields in the electronic fare system, and normally paid for by Solitude Ski Resort, shall be billed to each resort. Administrator agrees to pay for trips by Ikon pass holders to travel to the Administrator's resort. Ikon pass holders shall be considered as season pass holders for fare calculation purposes.
 - E. UTA Contracted Service: Trips taken by Authorized Users on UTA contracted service shall be billed according to the terms of this Agreement unless electronic tap readers are not installed on the buses before ski service begins. In the event electronic readers are not available, both parties shall mutually agree in writing to a pricing methodology that will allow UTA to receive payment from Administrator for these trips.
5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.
6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly
7. **REPORTING**
- A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."
 - B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the

Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

- D. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

- 8. CONGESTION MITIGATION. Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.
- 9. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
- 10. THIRD PARTY INTERESTS. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 12. COSTS AND ATTORNEY’S FEES. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- 13. NOTICES. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Utah Transit Authority:

Administrator: _____
 Name: _____ Jay Fox
 Address: _____ 669 West 200 South
 _____ Salt Lake City, Utah 84101
 Phone: _____ 801-287-4704
 Email: _____ JFox@rideuta.com

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

13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the

provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
- 21. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2025, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

RESORT NAME

UTAH TRANSIT AUTHORITY

By:



10/16/24

Signature

Date

By:

Signature

Date

Print Name:

David Fields

Print Name:

Print Title

President / GM

Print Title:

Approved As To Form:

DocuSigned by:

Mike Bell

10/22/2024

70E33A415BA44F6...

UTA Legal Counsel

Mike Bell

By:

Signature

Date

Print Name:

Print Title:

EXHIBIT A

Pass Program Account Setup

Section 1: Partner Information

Administrator:

Address:

City, State,

Zip:

Section 2: Contact Information

Contact Name:

Title: _____
 Phone: _____
 Email: _____

Section 3: Designated Transit Coordinator *(For additional Coordinator, please submit names and email addresses to efcoperations@rideuta.com)*

Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____

Section 4: Billing Information

A/P Contact: _____
 Title: _____
 Phone: _____
 Email: _____

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input type="checkbox"/>

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Daily with Adjustments

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 5A for additional details.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees

Daily with Weekly Cap

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of \$28 per week per authorized user, see section 5B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director
Jordan Eves, Manager of Fare Strategy

TITLE:

Fare Agreement: 2024/2025 Ski Bus Pass Agreement (Sundance Ski Resort)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Ski Bus Agreement with Sundance Ski Resort for the 2024-2025 season.

BACKGROUND:

Utah Transit Authority ("UTA") and Sundance Ski Resort ("Resort") have a longstanding relationship. For the past 20 plus years, Sundance Ski Resort and UTA have contracted together to provide transit service to employees and ski pass holders.

DISCUSSION:

UTA desires to continue this relationship with Sundance by entering into a new Ski Bus Pass Agreement for the 2024/2025 ski season. UTA will continue to invoice Sundance based on the monthly ridership counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Each resort has the option to choose one of two billing methods for its season passholders and employees, Daily with Adjustments and Daily with Weekly Cap. The Daily with Adjustments sets the daily fare rate to \$8.00 for ski bus service and local service. The Daily with Weekly Cap limits the daily accumulated fare for the week to \$28.00, and requires 100% pass participation by the selected user group. Sundance has selected Daily with Weekly Cap pricing for their season pass holders and employees.

CONTRACT SUMMARY:

Contractor Name: Sundance Ski Resort
Contract Number: 24-F28237
Base Contract Effective Dates: November 13, 2024 - November 30, 2025
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$10k - \$20k
Procurement Method: Non-procurement agreement
Budget Authority: N/A

ALTERNATIVES:

Do not enter an agreement with Sundance and explore other fare options for their employees and season pass holders.

FISCAL IMPACT:

Revenue is estimated to be between \$10,000 and \$20,000 for the 2024-25 Ski Season and is based on pass utilization.

ATTACHMENTS:

2024-11-13_Ski Bus Agreement (Sundance Resort)_Contract

SKI BUS PASS AGREEMENT

Sundance Ski
Resort 2024-2025

THIS PASS AGREEMENT is made this 17.00 day of October 2024, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SUNDANCE SKI RESORT**, ("Administrator").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort in Provo Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA's Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term "**Local Service**" means regular fixed route bus, bus rapid transit, Microtransit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways, and/or TRAX/Streetcar stations.
- C. The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.
- D. The term "**Ski Bus Service**" means public transit service in Provo Canyon on routes and schedules determined by the Authority.

TERMS AND CONDITIONS

- 1. **TERM.** This Pass Agreement shall begin on the date stated above and end November 30, 2025.
- 2. **PASSES.** Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non- transferrable. Administrator agrees to provide UTA educational information to

each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

3. **PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare when the Authorized User has tapped.

4. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

A. **Daily.** UTA shall issue Administrator an invoice for actual Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 for each day the Authorized User travels on UTA Ski Bus service. Administrator may elect to add Local service and FrontRunner service to an Authorized User's Pass by submitting a bulk import file. For passes with Local service, Administrator agrees to pay \$5 for each day the Authorized user travels on Local service and does not use Ski Service. For Passes with FrontRunner service, Administrator agrees to pay the public fare rate of those trips in addition to the daily Ski Bus service or Local service fare rates. No transfer credits will be applied to the FrontRunner fare.

B. **Daily with Weekly Cap.** UTA shall issue Administrator an invoice for actual Pass usage as described in 4A above, not to exceed \$28 per week per Authorized User, each month within seven days after the month ends. The weekly cap excludes FrontRunner fares.

1. Fares will be determined by the Authority using UTA's EFC system. Passes that are not identified as Season Pass Holder or Employee will be billed at the daily rate described in Section 4A above.

5. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator- provided card, UTA will return it to Administrator.

6. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

7. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time:

(1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

B. **Ridership Data.** Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.

C. **Additional Ridership Data.** Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

D. **Administrator Data.** Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

E. **Monthly Reporting.** The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

9. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
11. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
12. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

	<u>Sundance Mountain Resort</u>	<u>Utah Transit Authority</u>
Name:	Czar Johnson	Jordan Eves
Address:	8841 N Alpine Loop Road	669 West 200 South
Address 2:	,	
City, State, ZIP:	Sundance ut, 84604	Salt Lake City, UT 84101
Email:	czarj@sundanceresort.com	jeves@rideuta.com
Phone:	801-319-6129	801-638-8805

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

13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to

execute this Agreement.

14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
19. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
21. **NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until the contract Term date as stated in section 1, above, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

RESORT NAME

UTAH TRANSIT AUTHORITY

Signed by:
Czar Johnson 10/17/2024
Signature Date

By: _____
Signature Date

Print Name: Czar Johnson

Print Name: _____

Print Title chief operating officer

Print Title: _____

Approved As To Form:

DocuSigned by:
Mike Bell 10/17/2024
70E33A415BA44F6...
UTA Legal Counsel
Mike Bell

By: _____
Signature Date

Print Name: _____

Print Title: _____

EXHIBIT A

Pass Program Account Setup

Section 1: Partner Information

Administrator Czar Johnson
 Address 8841 N Alpine Loop Road
 ,
 City, State, ZIP Sundance ut, 84604

Section 2: Contact Information

Name: Czar Johnson
 Title: Chief operating officer
 Phone: 8013196129
 Email: czarj@sundanceresort.com

Section 3: Designated Transit Coordinator (For additional Coordinator, please submit names and email addresses to efcoperations@rideuta.com)

Name: Chase Norton
 Title: Senior Director of Guest Experiences
 Phone: 8014271980
 Email: chasen@sundanceresort.com

Section 4: Billing Information:

Method (Check One)		Email or Mailing Address
Email <input checked="" type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input checked="" type="checkbox"/>

*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Daily with Adjustments

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage, see section 5A for additional details.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees

Daily with Weekly Cap

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on daily usage not to exceed a weekly cap of \$28 per week per authorized user, see section 5B for additional details. Requires 100% participation by season pass holders and/or 100% participation by employees.

Please indicate below the authorized user group or groups that will be participating in the program:

Season Pass Holders

Employees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

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

TITLE:

Proposed UTA 2025 Final Budget

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Each year, the Authority is required to prepare an operating and capital budget for the succeeding year. After consultation with the Board of Trustees, and in accordance with Utah Code 17B-1-702 and 17B-2a-801, and Board Policy 2.3 Budget, the Executive Director has prepared the final 2025 budget for Board review.

The Board of Trustees conducted six budget work sessions in August. On September 11, 2024, the Board of Trustees received a presentation on the 2025 tentative budget. Subsequently, at their September 25, 2024, Board meeting, the Board approved resolution R2024-09-06 adopting the 2025 Tentative Budget and conducted a public hearing on October 10, 2024.

The 2025 Tentative Budget was sent to the Governor's office, the Utah State Legislature, service area mayors, council members, commissioners, metropolitan planning organizations, and others. The budget has also been made available to the public on UTA's website and was open for comment throughout the public comment period. The 30-day public comment period concluded on November 6, 2024, with all comments provided to the Trustees.

The 2025 proposed Final Budget will be reviewed at the November 13, 2024, Board of Trustees meeting with adoption scheduled for the December 4, 2024 Board of Trustees meeting.

The detail of the 2025 proposed Final Budget is attached.

DISCUSSION:

At UTA, we prepare our annual budget as part of a long-term financial strategy for responsible, accountable stewardship of public funds. Investments in transit today, including replacement and major repair of infrastructure, align with Utah's Unified Transportation Plan developed in collaboration between UTA, the Utah Department of Transportation, our regional planning partners, and the communities we serve.

Our budget is fiscally responsible, strategic, and responsive to changing needs and emerging demands. On a local level, Utah's growth creates opportunities and challenges for mobility and connectivity. Traffic congestion, commute time, housing accessibility, and air quality are a few of the issues that transit seeks to address. On a regional and state level, economic development and major events like the upcoming 2034 Olympics present significant transit opportunities to benefit Utah's future. Our 2025 proposed budget allocates funds in the most efficient manner possible, recognizing that the growing demand for transit service exceeds available resources.

The UTA 2025 budget includes \$465 million in operating expenses and \$330 million in capital investment to fund the provision of safe, convenient, and reliable public transportation service and key investments in Utah's mobility infrastructure. The budget includes federal, state, and local contributions from our partners.

The 2025 proposed Final Budget was developed with an emphasis on creating value. This will be accomplished by:

- Prioritizing efficiency within the organization
- Enhancing service delivery
- Investing in UTA culture

The 2025 Operating Budget:

- Increases funding for On Demand service
- Provides resources for service expansion for April's 2025 Change Day
- Provides continued support to the TRAX Ambassador program
- Includes a service strategy that supports continued efforts to improve operator working conditions
- Provides additional resources for maintenance training
- Enhances effectiveness and organizational compliance by increasing grants management services
- Focuses on increased information systems development, security and support
- Includes additional development of organizational policies

ALTERNATIVES:

The Board could choose to revise the proposed 2025 Final Budget. This would lengthen the approval process and potentially push approval into 2025. The Board could also choose to not adopt the proposed 2025 Final Budget as presented.

FISCAL IMPACT:

Proposed changes would decrease Revenue by \$11,880,000 in 2025 as compared to the Adopted Tentative Budget.

Revenues

Sales Tax Revenue Reductions: \$(11,663,000)

Based on UTA consultations with the Economic Evaluation Unit at the University of Utah, forecasted budget for sales tax revenues in 2025 were reduced by \$8,163,000. In addition, the inclusion of the impact of HB430 (2024) led to an additional reduction of forecasted sales tax revenues of \$3,500,000.

Other Revenue Reductions: \$(217,000)

Reflects minor adjustments to sponsored service and grant forecast revenues.

Operating Expenditures

Proposed changes would increase Operating Expense by \$2,568,000 in 2025 as compared to the Adopted Tentative Budget.

Electric Rate Increases: \$1,838,000

Adjustments were made to electricity rates and expenses after the initial Tentative Budget was prepared, based on current expectations for changes in electric power rates.

Technical Budget Adjustments \$730,000

A series of adjustments to the Tentative Budget including the addition of 8.8 FTE budgeted Operator Trainees (\$525,000), staffing cost adjustments for the Board (\$110,000), employee holiday gift tax adjustments (\$112,000), Grant department expense adjustments (\$87,000), Vanpool insurance cost increases (\$80,000), Fares department reorganization costs (\$53,000), Communications department reorganization (\$30,000) and capital offset adjustments for Accounting (-\$267,000).

Capital Expenditures

No changes are being proposed for Capital Expense in 2025 as compared to the Adopted Tentative Budget.

The reduction in Revenue and additional Operating expenses described will be covered by funds from UTA's unrestricted cash reserves.

ATTACHMENTS:

2025 Final Operating Budget - Exhibit A

2025 Final Capital Budget - Exhibit A-1

2025 Final Operating Budget - Exhibit A-2 (Operating by Office)

2025 Final Operating Budget - Exhibit A-3 (Operating by Mode)

Changes from 2025 Tentative Operating Budget - Exhibit B

Changes from 2025 Tentative Capital Budget - Exhibit B-1

**UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET
December 4, 2024**

Exhibit A

<u>Revenue</u>	<u>2025 Budget</u>
1 Sales Tax	\$ 505,193,000
2 Federal Preventative Maintenance	72,411,000
3 Passenger Revenue	38,620,000
4 Advertising	2,351,000
5 Investment Income	5,085,000
6 Other Revenues	14,826,000
7 Total Revenue	638,486,000
<u>Operating Expense</u>	
8 Bus	160,507,000
9 Commuter Rail	37,959,000
10 Light Rail	67,779,000
11 Paratransit	29,991,000
12 Rideshare/Vanpool	4,034,000
13 Microtransit	16,811,000
14 Operations Support	68,850,000
15 Administration	63,286,000
16 Planning/Capital Support	14,292,000
17 Non-Departmental	1,000,000
18 Total Operating Expense	464,509,000
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>	
19 Principal and Interest	161,849,000
20 Bond Service Utah County for UVX BRT program	3,378,000
21 Contribution to Reserves	15,576,000
22 Transfer to/(from) UTA Fund Balance	(6,826,000)
23 Total Debt Service, Reserves, Transfers	173,977,000
24 Total Expense	\$ 638,486,000

**UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
December 4, 2024**

Exhibit A-1

<u>Funding Sources</u>	<u>2025 Budget</u>
1 UTA Current Year Funding	\$ 96,314,000
2 Grants	127,571,000
3 Local Partner Contributions	5,020,000
4 State Contribution	45,619,000
5 Leasing	32,652,000
6 Bonds	23,055,000
7 Total Funding Sources	330,231,000
<u>Expense</u>	
8 State of Good Repair	158,820,000
9 Mid-Valley Connector	45,000,000
10 Westside Express (5600 West)	23,498,000
11 S-Line Extension	11,746,000
12 Davis-SLC Community Connector	6,790,000
13 Utah County Park & Ride Lots	6,185,000
14 Other Capital Projects	78,192,000
15 Total Expense	\$ 330,231,000

**UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET
December 4, 2024**

Exhibit A-2

<u>Revenue</u>		<u>2025 Budget</u>	
1	Sales Tax	\$ 505,193,000	
2	Federal Preventative Maintenance	72,411,000	
3	Passenger Revenue	38,620,000	
4	Advertising	2,351,000	
5	Investment Income	5,085,000	
6	Other Revenues	14,826,000	
7	Total Revenue	\$ 638,486,000	
<u>Operating Expense</u>			<u>FTE</u>
9	Board of Trustees	\$ 3,627,000	15.0
10	Executive Director	7,539,000	32.5
11	Communications	4,842,000	19.0
12	Operations	345,218,000	2,366.7
13	Finance	21,568,000	140.0
14	Service Development	8,183,000	64.0
15	Planning & Engagement	27,397,000	100.6
16	Enterprise Strategy	31,267,000	131.0
17	People Office	13,868,000	105.8
18	Non-Departmental	1,000,000	-
19	Total Operating	464,509,000	2,974.6
20	Debt Service	165,227,000	
21	Contribution to Reserves	15,576,000	
22	Transfer to/(from) UTA Fund Balance	(6,826,000)	
23	Total Tentative Operating Budget	\$ 638,486,000	2,974.6

**UTAH TRANSIT AUTHORITY
2025 OPERATING BUDGET
December 4, 2024**

Exhibit A-3

<u>Revenue</u>		<u>2025 Budget</u>	
1	Sales Tax	\$ 505,193,000	
2	Federal Preventative Maintenance	72,411,000	
3	Passenger Revenue	38,620,000	
4	Advertising	2,351,000	
5	Investment Income	5,085,000	
6	Other Revenues	14,826,000	
7	Total Revenue	638,486,000	
<u>Operating Expense</u>		<u>FTE</u>	
8	Bus	160,507,000	1,271.0
9	Commuter Rail	37,959,000	201.5
10	Light Rail	67,779,000	446.0
11	Paratransit	29,991,000	203.0
12	Rideshare/Vanpool	4,034,000	11.0
13	Microtransit	16,811,000	6.0
14	Operations Support	68,850,000	502.2
15	Administration	63,286,000	228.5
16	Planning/Capital Support	14,292,000	105.3
17	Non-Departmental	1,000,000	-
18	Total Operating	464,509,000	2,974.6
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>			
19	Principal and Interest	161,849,000	-
20	Bond Service Utah County for UVX BRT program	3,378,000	-
21	Contribution to Reserves	15,576,000	-
22	Transfer to/(from) UTA Fund Balance	(6,826,000)	-
23	Total Debt Service, Reserves, Transfers	173,977,000	-
24	Total Tentative Operating Budget	\$ 638,486,000	2,974.6

**UTAH TRANSIT AUTHORITY
OPERATING BUDGET
December 4, 2024**

Exhibit B

	2025 Tentative		Budget	2025 Final
	Budget	Budget Changes	Moves	Budget
Revenue				
1 Sales Tax	\$ 516,856,000	\$ (11,663,000)	\$ -	\$ 505,193,000
2 Federal Preventative Maintenance	72,411,000	-	-	72,411,000
3 Passenger Revenue	38,620,000	-	-	38,620,000
4 Advertising	2,351,000	-	-	2,351,000
5 Investment Income	5,085,000	-	-	5,085,000
6 Other Revenues	15,043,000	(217,000)	-	14,826,000
7 Total Revenue	650,367,000	(11,880,000)	-	638,486,000
Operating Expense				
8 Bus	160,181,000	326,000	-	160,507,000
9 Commuter Rail	37,674,000	285,000	-	37,959,000
10 Light Rail	66,925,000	854,000	-	67,779,000
11 Paratransit	29,991,000	-	-	29,991,000
12 Rideshare/Vanpool	3,954,000	80,000	-	4,034,000
13 Microtransit	16,811,000	-	-	16,811,000
14 Operations Support	67,899,000	951,000	-	68,850,000
15 Administration	63,214,000	72,000	-	63,286,000
16 Planning/Capital Support	14,292,000	-	-	14,292,000
17 Non-Departmental	1,000,000	-	-	1,000,000
18 Total Operating Expense	461,941,000	2,568,000	-	464,509,000
Debt Service, Contribution to Reserves, and Transfer to Capital				
19 Principal and Interest	167,099,000	(5,250,000)	-	161,849,000
20 Bond Service Utah County for UVX BRT program	3,378,000	-	-	3,378,000
21 Contribution to Reserves	16,128,000	(552,000)	-	15,576,000
22 Transfer to/(from) UTA Fund Balance	1,821,000	(8,647,000)	-	(6,826,000)
23 Total Debt Service, Reserves, Transfers	188,426,000	(14,449,000)	-	173,977,000
24 Total Expense	\$ 650,367,000	\$ (11,881,000)	\$ -	\$ 638,486,000

**UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
December 4, 2024**

Exhibit B-1

<u>Funding Sources</u>	<u>2025 Tentative Budget</u>	<u>Budget Changes</u>	<u>Budget Moves</u>	<u>2025 Final Budget</u>
1 UTA Current Year Funding	\$ 96,314,000	\$ -	\$ -	\$ 96,314,000
2 Grants	127,571,000	-	-	127,571,000
3 Local Partner Contributions	5,020,000	-	-	5,020,000
4 State Contribution	45,619,000	-	-	45,619,000
5 Leasing	32,652,000	-	-	32,652,000
6 Bonds	23,055,000	-	-	23,055,000
7 Total Funding Sources	330,231,000	-	-	330,231,000
Expense				
8 State of Good Repair	158,820,000	-	-	158,820,000
9 Mid-Valley Connector	45,000,000	-	-	45,000,000
10 Westside Express (5600 West)	23,498,000	-	-	23,498,000
11 S-Line Extension	11,746,000	-	-	11,746,000
12 Davis-SLC Community Connector	6,790,000	-	-	6,790,000
13 Utah County Park & Ride Lots	6,185,000	-	-	6,185,000
14 Other Capital Projects	78,192,000	-	-	78,192,000
15 Total Expense	\$ 330,231,000	\$ -	\$ -	\$ 330,231,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Marcus Bennett, Project Manager

TITLE:

Proposed 10 Year Capital Plan (2024-2033)

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The 10-Year Capital Plan (10YCP) is a collection of all UTA capital expenditures over the next 10 Years, with the primary purposes of preparation for the 5-Year Capital Plan (5YCP) and facilitating internal UTA coordination. Years 2024-2028 match the currently adopted 5YCP, and are considered fiscally constrained. Years 2029-2033 are considered fiscally unconstrained.

The November 2024 version of the 10YCP (2024-2033) is attached, and discussion is in preparation for upcoming board adoption.

DISCUSSION:

The intent for the 10YCP is that it captures snapshots of Plan Owner understanding of ideal transit investment levels. Plan Owners are the individuals within UTA with the responsibility and expertise to manage transit investment needs. Each new version of the 10YCP may change significantly based on Plan Owner determinations, and process evolutions to support 5YCP budget actions. Improvements in the November 2024 version of the 2024-2033 10YCP, since the August 2024 version, include:

- UDOT FrontRunner program addition
- discrete funding opportunities - content alignment with separate content on discrete funding

- opportunities on the Enhanced Bus, Bus Rapid Transit (BRT), Light Rail (LRT) and FrontRunner programs
- limited definition project explanatory content - Addition of explanations for projects that do not include a cost
- technical writing edits

Beyond the November 2024 version of the plan, focus will shift to the 2026-2035 version of the plan which will focus on the following improvements:

- timespan extension (2026-2035)
 - matching upcoming 5YCP (2025-2029)
 - inter-year prioritization (2026, 2030)
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

None. The 10YCP does not authorize any expenditures. No approvals are occurring today.

ATTACHMENTS:

10 Year Capital Plan (2024-2033), November 2024 Version



November 2024 - DRAFT

10-YEAR CAPITAL PLAN 2024-2033

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Chapter 1

Purpose of This Plan



The 2024-2033 10-Year Capital Plan (10YCP) is a road map that identifies major capital investments that support UTA’s Mission, Vision, and Strategic Priorities and guide UTA’s actions into the future.

UTA has proposed ambitious goals as part of its Strategic Priorities, and achieving these will require prompt coordination within UTA and with external stakeholders, supported by deliberate, and well-informed decision making.

UTA initiated this process by launching long-term planning efforts, including its first Long-Range Transit Plan, called **UTA Moves 2050**, and this 10YCP.

UTA’S VISION STATEMENT & STRATEGIC PRIORITIES

Vision Statement

Leading Utah’s mobility solutions and improving quality of life



Moving Utahns to a Better Quality of Life

70% of Utah’s population (and 75% of UTA’s service area) resides within one-half mile of UTA’s transit service, and the carbon footprint of UTA vehicles and facilities is reduced by 25%



Exceeding Customer Expectations

Achieve a 45% increase in UTA’s Net Promoter Score (How likely would you be to recommend UTA to your friends and family?)



Achieving Organizational Excellence

Receive industry recognition for operating a dynamic and forward-thinking public enterprise



Building Community Support



More than 100 actively engaged formal alliances and affinity groups telling their stories in ways that influence transit-friendly outcomes



Generating Critical Economic Return

Communities across the region and state recognize the economic value and positive return on investment that UTA provides statewide

10YCP TOTAL CAPITAL PROGRAM COSTS

By Program	5YCP Fiscally Constrained		10YCP Fiscally Unconstrained
	FY 2024-2028	FY 2029-2033	FY 2024-2033
1 Customer Experience	\$11,777,000	\$15,788,447	\$27,565,447
2 Facilities, Real Estate, TOD	\$83,636,000	\$894,595,676	\$978,231,676
3 Finance	\$47,202,000	\$52,162,354	\$99,364,354
4 Information Technology	\$69,521,000	\$19,857,000	\$89,378,000
5 Innovative Mobility	\$17,526,000	\$34,060,000	\$51,586,000
6 Non-Revenue Fleet	\$23,330,000	\$34,409,807	\$57,739,807
7 Operations	\$28,850,000	\$53,565,631	\$82,415,631
8 Revenue Vehicles	\$519,375,000	\$582,986,273	\$1,102,361,273
<i>Revenue Vehicles: Bus and Paratransit</i>	\$171,550,000	\$196,986,273	\$368,536,273
<i>Revenue Vehicles: Light Rail</i>	\$292,125,000	\$281,000,000	\$573,125,000
<i>Revenue Vehicles: FrontRunner</i>	\$55,700,000	\$105,000,000	\$160,700,000
9 Safety and Security	\$11,881,000	\$4,635,236	\$16,516,236
10 Studies and Programmatic Efforts	\$19,100,000	\$3,243,316	\$22,343,316
11 Systems	\$174,116,000	\$336,175,000	\$510,291,000
12 Track, Bus Lanes, and Bridge Rehabilitation	\$43,467,000	\$29,500,000	\$72,967,000
13 Transit Centers	\$20,494,000	\$335,200,000	\$355,694,000
UTA Moves 2050 Phase 1	FY 2024-2028	FY 2029-2033	FY 2024-2033
14 Enhanced Bus	\$47,383,000	\$262,997,600	\$310,380,600
15 Bus Rapid Transit (BRT)	\$109,757,000	\$654,000,000	\$763,757,000
16 Light Rail	\$26,996,000	\$444,693,316	\$486,689,316
17 FrontRunner 	\$40,080,000	\$4,700,000,000	\$4,740,080,000
18 FrontRunner 	\$1,349,592,299	\$11,000,000	\$1,390,592,299

The 10YCP provides an opportunity for cross-agency review of plans to replace, renew, improve, expand, and acquire capital assets and to collaborate on overlapping needs or shared interests.

Updated every two years, the 10YCP is financially unconstrained but reflects the most current understanding of UTA's projected needs and progress within the 10-year horizon.

Information from the **Five-Year Capital Plan (5YCP)** remains unchanged, with modifications reflected in the years 2029-2033 of the 10YCP.

Parallel efforts focus on documenting projects for system expansion. This involves working with managers to refine costs for **UTA Moves 2050 Phase 1 Project Sheets** and identify impacts on capital requirements.

Chapter 2

10-Year Capital Plan Development Process



Efforts to create the 10YCP began in late 2023 by collecting updated short- and long-range planning documents from UTA.

Over the following months, UTA staff held meetings with project managers to outline their needs, either by requesting additional financial support or proposing new projects for the 10YCP.

Staff provided information during in-person meetings where plans on major purchases, projects, or improvements to maintain or expand the UTA system were unavailable.

Most of these documents are available to UTA employees, including [Direct Input Plans](#) and [Indirect Input Plans](#).

PRIMARY PLANNING EFFORTS

Long Range Transit Plan (LRTP)

The LRTP, also known as [UTA Moves 2050](#), is a fiscally constrained plan for bus, rail, and other transit infrastructure projects in the UTA service area. As UTA's first Long Range Transit Plan, it outlines desired projects for implementation between 2023 and 2050, aligning with the Regional Transportation Plans for UTA's service area. Projects are organized into ten-year phases: Phase 1 (2023-2032), Phase 2 (2033-2042), and Phase 3 (2043-2050). Phase 1 includes transit projects in communities from Brigham City in the north to Payson in the south. The capital needs for these projects and supporting investments are key inputs to the 10YCP and are detailed in the [UTA Moves 2050 Phase 1 Program Pages](#).

Five-Year Service Plan (5YSP)

The 5YSP is a dynamic guide for UTA's near-term future. The plan is updated every two years; the latest update proposes bus, flex, innovative mobility, and transit center service projects for the years 2025-2029. It reflects UTA's intended service based on available budget, staffing, and equipment. Updates to the plan also consider other regional and local transportation plans. This document is shared with internal and external stakeholders to assess implementation feasibility and subsequent impacts to the transit system.

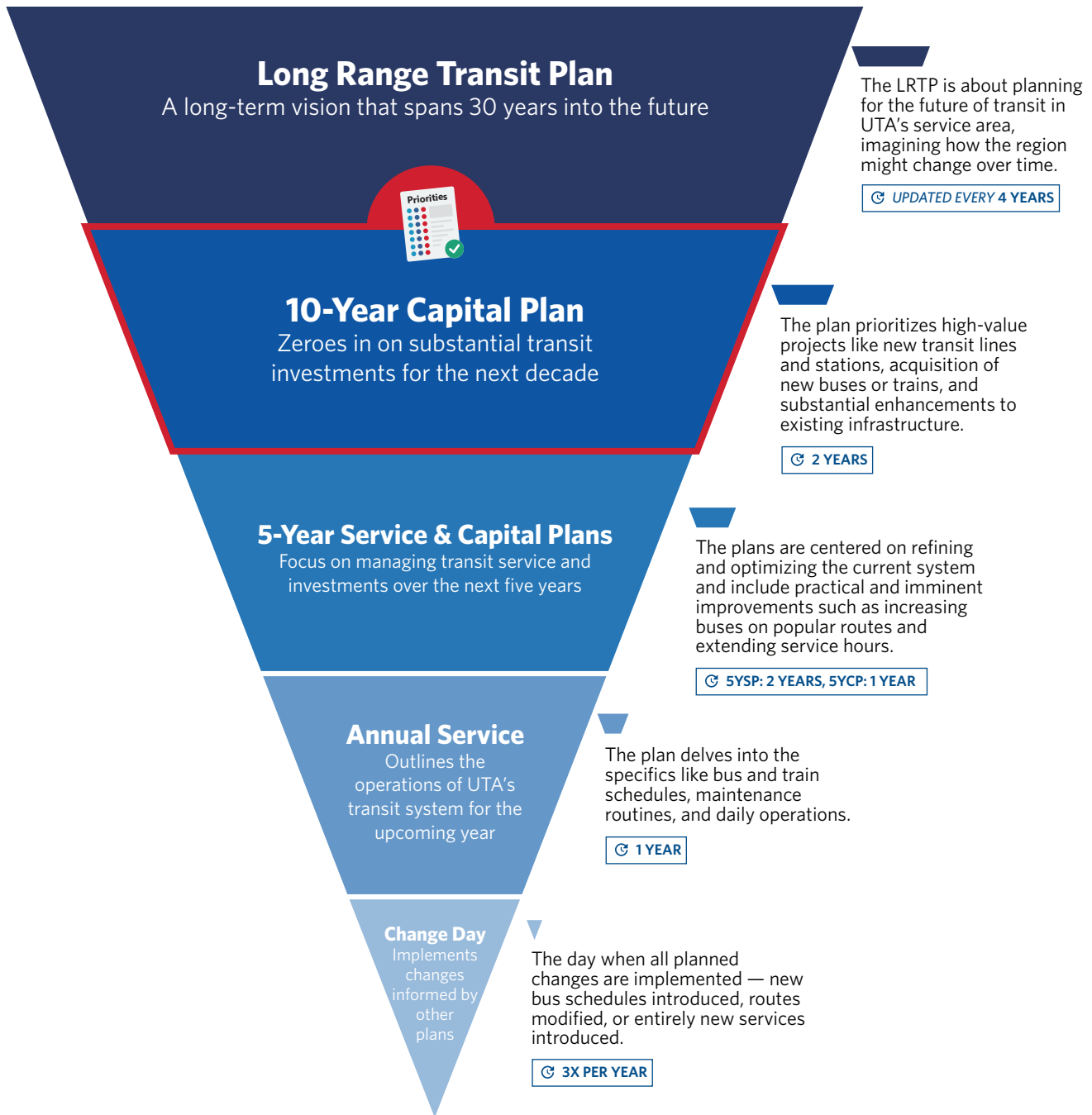
Five-Year Capital Plan (5YCP)

UTA annually updates and adopts the 5YCP, a fiscally constrained document included in the budget process discussions and approvals. It ensures funding is available to maintain UTA's assets and address major project needs. The 5YCP includes prioritized investments for high-level transit service projects, smaller-scale projects (such as operator restrooms and end of line facilities), and programmatic improvements (communication and IT upgrades).

How did internal planning documents shape the 10YCP?

Many UTA departments create and regularly update strategic plans forecasting future capital needs. Managers of these plans were crucial during the creation of the 10YCP, providing input and verification of projects and associated costs. UTA managers and project owners participated in one-on-one meetings to refine the 10YCP, addressing budget or schedule changes beyond the 5YCP and adding new projects, including those that don't align with the 5YCP priorities but are still important. Many projects are ongoing, while some are for specific needs.

How does the 10YCP fit into UTA's broader planning framework?



Chapter 3

10-Year Capital Plan Program Pages



These 18 Program Pages have been identified by UTA managers and plan owners as department goals that are important to advance and that best serve the agency and the public.

10YCP PROGRAM PAGES



1 Customer Experience



3 Finance



5 Innovative Mobility



7 Operations



9 Safety & Security



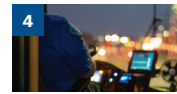
11 Systems



13 Transit Centers



2 Facilities, Real Estate & TOD



4 Information Technology



6 Non-Revenue Vehicles



8 Revenue Vehicles



10 Studies & Programmatic Efforts



12 Track, Bus Lane & Bridge Rehabilitation

UTA MOVES 2050 PHASE 1 PROGRAM PAGES



14 Enhanced Bus



15 Bus Rapid Transit (BRT)



16 Light Rail



17 FrontRunner UTA



18 FrontRunner UDOT

TOTAL 10YCP COST

FY24-28
5YCP Fiscally Constrained

\$2.6B
Actual \$2,644,083,299

Actual \$1,573,808,299

FY24-33
10YCP Fiscally Unconstrained

UTA Moves 2050 Phase 1 Projects

\$11.2B
Actual \$11,157,952,955

Actual \$7,691,499,215

A Note on Project Owners

Projects may have different plan owners or departments and are presented together in this 10YCP when there is an opportunity for logical groupings.

Program Name

Projects are grouped by the type of transit infrastructure improvement, occasionally aligning UTA departments.

Program Description

The description provides an overview of the program’s goals, scope, and key objectives.

Program Priorities

These are the top priorities to advance the program.

Projects

Projects that begin with an alphanumeric project number are approved and adopted into the budget. Projects without alphanumeric project numbers have not been approved.

Funds Allocated

Each project line includes additional detail on what funds are considered fiscally constrained by the UTA Board (FY24-28 5YCP) or requested (FY29-33) by UTA managers and plan owners. The FY29-33 costs include capital costs for UTA Moves 2050 Phase 1 projects.

Project Identifiers

Many projects reference ways they integrate into the larger effort using color coded identifiers.

Optimization & Improvements
Incremental targeted adjustments to improve utilization of UTA’s existing infrastructure.

For example, remodeling an existing building, improving transit signage, or providing restrooms for operators.

System Expansion
New or expanded infrastructure that creates significant capacity to deliver new transit service.

For example, a new bus hub, vehicle maintenance facility, or rail line.

State of Good Repair
Keeping existing infrastructure capable of operating in a safe and reliable manner.

UTA tracks the lifecycle of millions of dollars of investments and calculates capital spending needed to maintain them in a State of Good Repair.

Overlap
Projects provide opportunities to streamline funding and procurement.


Future 10YCP efforts will provide more detail for those projects that have been identified as having overlap with another project.

Components of the TRAX Modernization Program
This is an upcoming UTA initiative that captures many of UTA’s light rail projects.

7

Operations

Operations projects increase operational efficiency for staff by funding the replacement and repair of UTA’s existing facilities and assets. The program includes projects associated with police, business units, and passenger facilities.



TOP 2 PRIORITIES

1

Create a Workforce Plan that aligns with expansion plans

2

Rehabilitate and replace facilities

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$28.9M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$82.4M

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
FMA543	Police Fleet Vehicles		●	●	●	\$2.8M					
FMA652	Facilities, Equipment Managed Reserve	●				\$4M	\$1M	\$1.1M	\$1.1M	\$1.2M	\$1.2M
FMA653	Facilities Rehab/Replacement			●	●	\$5.0M	\$2.5M	\$2M	\$2M	\$2M	\$2M
FMA672	Park & Ride Rehab/Replacement			●	●	\$2M	\$800K	\$800K	\$800K	\$800K	\$800K
FMA673	Stations and Platforms Rehab/Replacement			●	●	\$1.5M	\$200K	\$200K	\$200K	\$200K	\$200K
FMA679	Building Remodels/Reconfigurations	●				\$5.6M	\$1M	\$1M	\$1M	\$1M	\$1M
FMA684	Police Managed Reserve	●				\$1.4M	\$343K	\$353K	\$364K	\$375K	\$386K
FMA685	Wheel Truing Machine JRSC					\$6M					
FMA686	Warehouse Equipment Managed Reserve	●				\$424K					
FMA689	New Bid Trailer for MB building 7	●				\$115K					
FMA691	Fuel master installation at Meadowbrook and Mt. Ogden	●				\$175K					
	Crane For Timpanogos Maintenance	●					\$500K				
	Union Interlocking Upgrades and Turnback at Central Pointe	●					\$21M				

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap
- Components of the TRAX Modernization Program

22

Customer Experience

Customer Experience projects advance improvements to stations and stops that provide customers better information on how to use the transit network and provide a higher level of station and stop amenities.



TOP 2 PRIORITIES

1 Ensure accessible stops in 100% of the system

2 Align Five-Year Service Plan with available funding for new stops

10-YEAR CAPITAL COST



PROJECTS	PROJECT IDENTIFIERS				FY24-28	FY29	FY30	FY31	FY32	FY33
MSP198 Wayfinding Plan		●			\$1.4M	\$1.5M	\$1.5M	\$1.5M	\$1.5M	\$1.5M
MSP224 ADA Bus Stop Improvements UTCO			●	●	\$756K					
MSP229 Bus Stop Improvements & Signing in Salt Lake County			●	●	\$1.5M					
MSP301 Federal Bus Stops 5339			●	●	\$2.3M					
SGR407 Bus Stop Enhancements			●	●	\$5.9M	\$1.5M	\$1.6M	\$1.7M	\$1.7M	\$1.8M

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Facilities, Real Estate & TOD

Facilities, Real Estate, & TOD includes a broad range of building and land improvements. The program elements vary from station area planning to land acquisitions for facility construction or expansion to building remodels and renovations. The eventual users of these facilities are typically UTA staff.



TOP 3 PRIORITIES

1

Address Warm Springs lifecycle replacement needs in parallel with [FrontRunner 2X](#)

2

Construct Salt Lake Central, Riverside, and Meadowbrook buildings

3

Upgrade facilities based on system expansion

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$83.6M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$978.2M

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
FMA688 Lab Building FLHQ Demolition/Parking Lot			●			\$250K					
FMA690 Facility Program Development & Design	●	●				\$1M	\$1M				
FMA692 Warm Springs Upgrades				●		\$35M					
MSP102 Depot District		●	●			\$1M					
MSP258 Mt. Ogden Admin Bldg. Expansion		●				\$11.7M					
MSP262 Salt Lake Central HQ Office	●		●				\$165M				
MSP263 TOD Working Capital	●					\$6.3M	\$709K	\$730K	\$752K	\$774K	\$798K
MSP267 New Maintenance Training Facility		●				\$9.1M					
MSP275 Station Area Planning	●					\$1.2M	\$1.5M				
MSP283 ROW & Facility Property Opportunity Buy		●				\$5M	\$1M	\$1.1M	\$1.1M	\$1.1M	\$1.2M
SGR390 Jordan River #2 Remodel				●		\$13M					
Depot District land acquisition and Bus Canopies		●					\$23M	\$200K	\$5M	\$5M	
FrontRunner Rail New Building				●			\$410M	\$90M			

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Facilities, Real Estate & TOD (cont.)

PROJECTS	PROJECT IDENTIFIERS				FY24-28	FY29	FY30	FY31	FY32	FY33
JRSC Structural upgrades + Admin/amenity addition	●		●			\$5M	\$5M			
Meadowbrook Building 1 Interior Remodel	●		●			\$2M				
Meadowbrook Building 7 i		●				\$20M				
Midvale Structural upgrades + Admin/amenity addition+ paint booth	●		●			\$41M				
Mt. Ogden Phase 2 Admin		●							\$10.3M	
Mt. Ogden Maintenance Upgrade/Replacement		●								\$39.5M
Police HQ			●							\$13M
Riverside Admin New Building i		●				\$20M				
Riverside Maintenance Expansion		●				\$7.9M				
Timpanogos Building addition/upgrade (or new building) + property acquisition		●				\$20M				
Mobility Center Relocation		●				\$200K				
Timpanogos Parking Expansion	●					\$830K				

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

PROGRAM IDENTIFIERS

- i Updated 5YCP could show Riverside and MBK Bldg 7 combined

Finance

UTA's Finance projects track Federal Transit Administration (FTA) 5310 formula funds that support programs for senior riders and riders with disabilities. These are disbursements UTA makes to regionwide participants on an application basis.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP) Fiscally Constrained FY 2024-2028	\$47.2M	10-Year Capital Plan (10YCP) Fiscally Unconstrained FY 2024-2033	\$99.4M
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PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
CDA006	5310 Administraion Funds All Years	●	●	●		\$1.6M					
ICI213	eVoucher Phase 2	●				\$374K					
MSP220	FFY 2018 20-1901 Grant SLC/WV 5310	●	●	●		\$200K					
MSP221	FFY 2018 20-1902 Grant O/L 5310	●	●	●		\$200K					
MSP222	FFY 2018 20-1903 P/O 5310	●	●	●		\$200K					
MSP251	FFY 2019/2020 UT-2021-006 P/O 5310	●	●	●		\$50K					
MSP276	FFY 2022 UT 2023 SL/WV 5310	●	●	●		\$1.6M					
MSP277	FFY 2022 UT-2023-024 P/O 5310	●	●	●		\$615K					
MSP278	FFY 2022 UT02023 O/L 5310	●	●	●		\$835K					
MSP279	FFY 2021 UT-2023-013 O/L 5310	●	●	●		\$425K					
MSP280	FFY 2021 UT-2023-014 SL/WV 5310	●	●	●		\$752K					
MSP281	FFY 2021 UT-2023-023 P/O 5310	●	●	●		\$289K					
MSP297	FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	●	●	●		\$50K					
MSP297	FFY 2019/2020 UT-2021-011-01 SL/WV 5310	●	●	●		\$950K					
MSP298	FFY 2019/2020 UT-2021-007 O/L 5310	●	●	●		\$50K					
MSP298	FFY 2019/2020 UT-2021-010-01 O/L 5310	●	●	●		\$550K					
MSP299	FFY 2019/2020 UT-2021-009-01 P/O 5310	●	●	●		\$350K					
MSP302	FFY 2024 O/L 5310	●	●	●		\$886K					
MSP303	FFY 2023 O/L 5310	●	●	●		\$860K					

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Finance (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
MSP304	FFY 2023 P/O 5310	●	●	●		\$634K					
MSP305	FFY 2023 SL/WV 5310	●	●	●		\$1.6M					
MSP306	FFY 2026 All UZAs 5310	●	●	●		\$3.4M					
MSP307	FFY 2025 All UZAs 5310	●	●	●		\$3.3M					
MSP308	FFY 2024 SL/WV 5310	●	●	●		\$1.7M					
MSP309	FFY 2024 P/O 5310	●	●	●		\$653K					
ICI213	eVoucher Phase 2	●				\$374K					
MSP999	Capital Contingency	●	●	●		\$25M	\$5M	\$5M	\$5M	\$5M	\$5M
	FFY2025 5310	●	●	●			\$2.5M				
	FFY2026 5310	●	●	●			\$2.6M				
	FFY2027 5310	●	●	●			\$2.7M				
	FFY2028 5310	●	●	●				\$2.9M			
	FFY2029 5310	●	●	●					\$3M		
	FFY2030 5310	●	●	●						\$3.1M	
	FFY2031 5310	●	●	●							\$3.3M
	FFY2032 5310	●	●	●							\$3.5M
	FFY2033 5310	●	●	●							\$3.6M

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Information Technology

The Information Technology program supports system upgrades and future projects that will protect and improve information collection, storage, and sharing meant to advance projects that enhance UTA customers' experiences.



TOP 3 PRIORITIES

1
Continue to enhance cybersecurity

2
Upgrade network and server equipment and software

3
Upgrade new radio communication system

10-YEAR CAPITAL COST



PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
ICI001	Passenger Information	●		●	●	\$3.2M					\$1M
ICI005	EFC-Rehab & Replacement			●							
ICI146	FrontRunner WiFi Enhancements	●		●		\$550K	\$150K	\$150K	\$200K	\$200K	\$200K
ICI173	JDE System Enhancements	●		●		\$275K	\$50K	\$50K	\$50K	\$50K	\$50K
ICI179	Network Infrastructure Equipment & Software	●		●		\$1.9M	\$500K	\$500K	\$500K	\$500K	\$500K
ICI185	WFRC Grant for Passenger Info Improvements	●		●		\$120K					
ICI186	In-House Application Development	●				\$1M	\$200K	\$250K	\$250K	\$250K	\$250K
ICI191	IT Managed Reserves	●		●		\$2M	\$400K	\$400K	\$600K	\$600K	\$400K
ICI197	Bus Communications On-Board Technology	●		●		\$1M	\$200K	\$200K	\$200K	\$200K	\$200K
ICI198	Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	●		●		\$1.8M	\$550K	\$400K	\$440K	\$484K	\$532K
ICI199	Onboard Rail Communications	●		●	●	\$375K	\$200K	\$100K	\$100K	\$100K	\$100K
ICI201	Server, Storage Infrastructure Equipment & Software	●		●		\$2.2M	\$880K	\$1M	\$260K	\$500K	\$500K

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Information Technology (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
ICI202	Radio Communications Infrastrucure	●		●		\$275K	\$50K	\$50K	\$50K	\$50K	\$50K
ICI214	APC Upgrade	●		●	●	\$2.5M	\$141K	\$150K	\$160K	\$170K	\$185K
ICI216	SSBU Mobility Center Trapeze software ADA Eligibility plug-in	●		●		\$170K					
ICI217	Transit Management System	●		●		\$200K					
ICI222	Fares Systems Replacement Program	●		●		\$30.8M	\$150K	\$150K	\$150K	\$150K	\$150K
ICI223	ERP Analysis	●		●					\$500K		
ICI224	JDE 9.2 Applications Upgrade UNx	●		●		\$450K		\$225K		\$225K	
ICI225	Sharepoint 2018 Migration to Sharepoint Online	●		●			\$100K				
ICI226	New Radio Communication System	●		●		\$9.8M	\$150K	\$150K	\$150K	\$150K	\$150K
ICI228	HRIS Workday (CPO New HRIS system application upgrade)	●		●		\$3.8M					
ICI230	Operations Systems / Enterprise Asset Management (EAM)	●		●		\$6.8M	\$150K	\$150K	\$150K	\$150K	\$150K
ICI231	United Way Tablet Upgrade	●		●		\$57K					
ICI232	SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	●		●		\$305K					
NP064	Board Room Audio & Video Equipment & Software	●		●		\$85K	\$10K	\$10K	\$10K	\$10K	\$10K

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Innovative Mobility

The Innovative Mobility program advances creative opportunities to expand public transportation throughout the UTA service area. Many initiatives from this team do not require capital funds, but they do include capital investments in battery-electric bus charging infrastructure at bus depots and on bus routes.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP) Fiscally Constrained FY 2024-2028	\$17.5M	10-Year Capital Plan (10YCP) Fiscally Unconstrained FY 2024-2033	\$51.6M
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PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
FMA693 Meadowbrook Electrification		●			●	\$3.9M					
FMA694 Electric Bus Chargers		●			●	\$6.7M					
MSP270 Transit Signal Priority On Board Units (TOBU) Project		●				\$4.4M					
MSP314 One-Time UTA On Demand Funds					●	\$326K					
MSP315 FHWA Charging & Fueling Infrastructure Community Program		●			●	\$1.6M					
REV234 Tooele County Microtransit & Vehicle Electrification		●			●	\$740K					
3900 S & Wasatch Park & Ride one (1) On-route charger		●			●		\$750K				
Clearfield FrontRunner Station two (2) On-route chargers		●			●						\$1.8M
Farmington FrontRunner Station two (2) On-route chargers		●			●		\$1.8M				
Fashion Place West TRAX Station two (2) On-route chargers		●			●						\$1.8M
Murray Central two (2) On-route chargers		●			●		\$1.8M				\$1.8M

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Innovative Mobility (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
Ogden Central Station two (2) On-route chargers		●			●						\$1.8M
Orem Central Station two (2) On-route chargers		●			●						\$1.8M
Provo Central Station two (2) On-route chargers		●			●						\$1.8M
U of U Health Sciences Hub two (2) On-route chargers		●			●		\$1.8M				
U of U Research Park Hub two (2) On-route chargers		●			●						\$1.8M
U of U South Campus Hub two (2) On-route chargers		●			●						\$1.8M
West Valley Central Station two (2) On-route chargers		●			●						\$1.8M
Timpanogos Garage 15 Depot Chargers		●			●						\$6M
Rail Optical Detection Pilot							\$1.5M				
Electric Bus Scanning							\$250K				
Depot District Micro Grid							\$5M				
Employee Charging at UTA Facilities		●			●						\$750K

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Non-Revenue Vehicles

The Non-Revenue Fleet program acquires equipment required for support staff to supervise and maintain all of UTA's transit system and assets. Wheeled equipment not used to carry revenue passengers is replaced and repaired with this program.



TOP 3 PRIORITIES

1
Publish and distribute policies and procedures

2
Refine Non-Revenue Fleet Management Plan

3
Implement Fleet Maintenance Plan

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$23.3M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$57.7M

PROJECTS	PROJECT IDENTIFIERS					FY24-28	FY29	FY30	FY31	FY32	FY33
REV205	Replacement Non-Revenue Support Vehicles			●	●	\$20M	\$3.5M	\$3.6M	\$3.7M	\$3.8M	\$3.9M
REV240	Motor Pool Key Management System	●				\$330K					
REV241	NRV Ancillary Equipment (Trailers, ATVs.)	●		●	●	\$500K	\$100K	\$100K	\$100K	\$100K	\$100K
REV242	Replacement Non-rev equipment/ special vehicles			●		\$2.5M	\$1M	\$1M	\$1M	\$1M	\$1M
	Expansion Non-Revenue Support Vehicles		●		●		\$2M	\$2.1M	\$2.1M	\$2.2M	\$2.2M

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Operations

Operations projects increase operational efficiency for staff by funding the replacement and repair of UTA's existing facilities and assets. The program includes projects associated with police, business units, and passenger facilities.



TOP 2 PRIORITIES

1

Create a Workforce Plan that aligns with expansion plans

2

Rehabilitate and replace facilities

10-YEAR CAPITAL COST



PROJECTS	PROJECT IDENTIFIERS					FY24-28	FY29	FY30	FY31	FY32	FY33
FMA543 Police Fleet Vehicles						\$2.8M	\$757K	\$780K	\$803K	\$827K	\$852K
FMA652 Facilities, Equipment Managed Reserve						\$4M	\$1M	\$1.1M	\$1.1M	\$1.2M	\$1.2M
FMA653 Facilities Rehab/Replacement						\$5.0M	\$2.5M	\$2M	\$2M	\$2M	\$2M
FMA672 Park & Ride Rehab/Replacement						\$2M	\$800K	\$800K	\$800K	\$800K	\$800K
FMA673 Stations and Platforms Rehab/Replacement						\$1.5M	\$200K	\$200K	\$200K	\$200K	\$200K
FMA679 Building Remodels/Reconfigurations						\$5.6M	\$1M	\$1M	\$1M	\$1M	\$1M
FMA684 Police Managed Reserve						\$1.4M	\$343K	\$353K	\$364K	\$375K	\$386K
FMA685 Wheel Truing Machine JRSC						\$6M					
FMA686 Warehouse Equipment Managed Reserve						\$424K					
FMA689 New Bid Trailer for MB building 7						\$115K					
FMA691 Fuel master installation at Meadowbrook and Mt. Ogden						\$175K					
Crane For Timpanogos Maintenance							\$500K				
Union Interlocking Upgrades and Turnback at Central Pointe							\$21M				

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- Components of the TRAX Modernization Program
- System Expansion
- Overlap

Revenue Vehicles

The Revenue Vehicles program includes expansion and replacement vehicles for UTA's transit services, including all fixed-route bus, paratransit, vanpool, light rail, and regional rail fleet. It includes the purchase of new electric buses and rehabilitation of existing rail vehicles.



TOP 3 PRIORITIES

1
Replace LRT, bus, and Paratransit vehicles

2
Replace regional rail vehicles

3
Overhaul vehicles

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$519.4M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$1.1B

PROJECTS	PROJECT IDENTIFIERS	FY24-28	FY29	FY30	FY31	FY32	FY33
Bus and Paratransit							
REV209	Paratransit Replacements			●			\$26.1M
REV211	Replacement Buses TAM			●			\$121.1M
REV212	Park City Lo/No Grant	●					\$998K
REV224	Bus Overhaul program			●			\$7.5M
REV232	Vanpool Van Replacements			●			\$9.4M
REV236	VW Battery Buses	●		●			\$7.4M
	Davis-SLC Connector - Electric Vehicles Opening 4/2028		●		●		\$24.1M
Streetcar							
	LRT Fleet Expansion (S-Line)						\$6M

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- Components of the TRAX Modernization Program
- System Expansion
- Overlap

Revenue Vehicles (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
Light Rail											
REV238	SD100/SD160 Light Rail Vehicle Replacement i			●		\$239.9M					
	SD160 Light Rail Vehicle Replacement			●							\$250M
SGR040	Light Rail Vehicle Rehab			●		\$47.5M					
	LRT Fleet Expansion (Orange Line)						\$25M				
SGR386	LRV repairs for 1137 and 1122			●		\$4.7M					
FrontRunner											
MSP210	FrontRunner Bike Rack project	●				\$300K					
REV233	FrontRunner Rail Vehicle Procurement - Used (Comet Car Replacement) ↔			●		\$11M					
REV239	HB322 Future Rail Car Purchase Payment ↔		●			\$25M	\$5M	\$5M	\$5M	\$5M	\$5M
SGR391	FrontRunner Rail Vehicle Rehab and Replacement ↔			●		\$16M	\$80M				
SGR353	FrontRunner Rail Engine Overhaul ↔			●		\$3.4M					

PROJECT IDENTIFIERS	● Optimization & Improvements	● State of Good Repair	□ Components of the TRAX Modernization Program
	● System Expansion	● Overlap	

PROGRAM IDENTIFIERS	i SD160 possibly its own project in future capital plans
	↔ UDOT-UTA Joint Priority Projects

Safety & Security

Safety and Security projects improve conditions for all users of the transit system and for people interacting with the transit system. These projects improve safety for people at transit stations with security cameras, police fleet vehicles, and corridor fencing. They also protect the public at large through red signal enforcement, emergency operations training, and signal coordination with entities like UDOT.



TOP 3 PRIORITIES

1
Implement red signal enforcement

2
Replace and expand security cameras

3
Respond to unplanned safety and security needs

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$11.9M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$16.5M

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
FMA516	Corridor Fencing	●		●	●	\$300K	\$61.8K	\$63.7K	\$65.6K	\$67.5K	\$70K
FMA604	Safety General Projects	●		●		\$535K	\$128.4K	\$137.4K	\$147K	\$157.3K	\$168.3K
FMA645	Camera Sustainability	●		●	●	\$3.1M	\$670K	\$670K	\$670K	\$670K	\$670K
FMA658	Bus Replacement Camera System			●	●	\$3.1M					
FMA680	Suicide Prevention Research Project	●				\$139K					
FMA681	Arc Flash Analysis	●		●	●	\$763K					
ICI140	Next Crossing Cameras	●				\$200K	\$41.2K	\$42.4K	\$43.7K	\$45K	\$46.4K
ICI229	Red/Blue/Green/FrontRunner Camera Systems	●		●	●	\$3.8M					

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

Studies & Programmatic Efforts

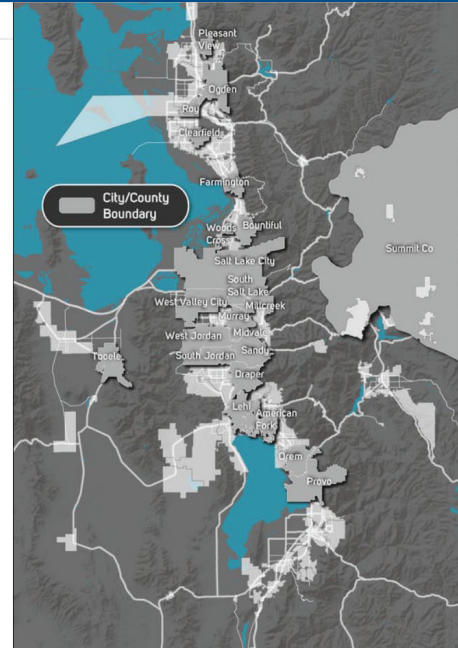
This program includes efforts to support the advancement of agency initiatives that require additional planning or study efforts. Projects advance service that supports UTA's mission and vision.

UTA First Mile Last Mile

Improving Community Access to Regional Opportunities

City list:

- American Fork
- Bountiful
- Clearfield
- Draper
- Farmington
- Lehi
- Midvale
- Millcreek
- Murray
- Ogden



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$19.1M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$22.3M

PROJECTS	PROJECT IDENTIFIERS					FY24-28	FY29	FY30	FY31	FY32	FY33
MSP248	Planning & Environmental Analysis					\$1.5M	\$300K	\$300K	\$300K	\$300K	\$300K
MSP265	Program Management Support					\$14M					
MSP284	Route Planning Restoration using Equity Index					\$175K					
MSP288	Sustainability Project Pool					\$650K					
MSP289	Historic Orchard Pathway (Box Elder County)					\$206K					
MSP292	AOPP: Paratransit Forward Study					\$214K					
MSP294	Planning Studies Managed Reserves					\$1.9M					
NPO42	Salt Lake City Reconnecting Communities East-West Connections					\$500K					
	Transit Extension to University Corridor Preservation						\$1.7M				

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Systems

Systems programs support the improvement, rehabilitation, or replacement of system assets throughout UTA's rail network and at UTA's rail facilities. Systems assets include power supply, communications, train control, and signaling.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP) Fiscally Constrained FY 2024-2028	\$174.1M	10-Year Capital Plan (10YCP) Fiscally Unconstrained FY 2024-2033	\$510.3M
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PROJECTS	PROJECT IDENTIFIERS	FY24-28	FY29	FY30	FY31	FY32	FY33
MSP189 Signal Pre-emption Projects w/UDOT	●	\$56K					
MSP271 MOW Training Yard	●	\$7.4M					
MSP272 TRAX Operational Simulator	●	\$634K					
SGR047 LRT Stray Current Control	● ●	\$2.7M					
SGR370 Red Signal Enforcement	●	\$10.2M					
SGR397 TPSS Component Replacement	● ●	\$28.2M	\$15M	\$15M	\$15M	\$15M	\$15M
SGR398 OCS Rehab/Replace	● ●	\$56.2M	\$775K	\$775K	\$775K	\$775K	\$775K
SGR403 Train Control Rehab & Replacement	● ●	\$46.7M	\$400K	\$400K	\$400K	\$400K	\$400K
SGR404 Rail Switches & Trackwork Controls Rehab/Replacement	● ●	\$15M	\$800K	\$800K	\$800K	\$800K	\$800K
SGR410 Fiber Rehab/Replacement	● ●	\$6.9M					
Systems Improvements & Optimizations Program Development	● ● ●		\$50M	\$50M	\$50M	\$50M	\$50M
Dark Territory Elimination (Train Control Update)	● ● ●						
Civil Speed Enforcements	● ● ●						
Bi-Directional Signaling	● ● ●						
Backend Communications Infrastructure for Real Time Signage Accuracy Improvements	●						
Train to Wayside Communications	● ● ●						
TRAX Transit Signal Priority Improvements	● ● ●		\$1.3M				

Note: The **16** Light Rail, **17** FrontRunner **UTA**, and **18** FrontRunner **UDOT** programs also include projects with major systems components.

PROJECT IDENTIFIERS	● Optimization & Improvements	● State of Good Repair	□ Components of the TRAX Modernization Program
	● System Expansion	● Overlap	

Track, Bus Lane & Bridge Rehabilitation

Track, Bus Lane, and Bridge Rehabilitation programs keep fixed guideway assets throughout UTA's service area in good, safe, operating condition.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$43.5M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$73M

PROJECTS	PROJECT IDENTIFIERS					FY24-28	FY29	FY30	FY31	FY32	FY33
SGR385 Rail Replacement Program				●	●	\$23.2M	\$2.5M	\$2.5M	\$2.5M	\$2.5M	\$2.5M
SGR393 Grade Crossing Replacement Program				●	●	\$15.9M	\$2.5M	\$2.5M	\$2.5M	\$2.5M	\$2.5M
SGR401 Ballast and Tie replacement (to be named in new project #: Garfield Line Maintenance)				●	●	\$1.5M	\$300K	\$300K	\$300K	\$300K	\$300K
SGR359 Bridge Rehabilitation & Maintenance				●	●	\$2.2M	\$300K	\$300K	\$300K	\$300K	\$300K
SGR411 Farmington Ped Bridge Repairs				●		\$625K					

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Transit Centers

Projects supported by the Transit Centers program largely improve end-of-line locations throughout UTA's service area and benefit UTA drivers and passengers, specifically for bus, paratransit, and UTA On Demand. Critical investments in operator break facilities and bus layover locations are included where they are not included as part of a larger expansion project.



TOP 3 PRIORITIES

1

Complete operator restroom program

2

Invest in Magna Transit Center

3

Invest in Daybreak Mobility Hub

10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$20.5M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$355.7M

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
FMA687	Layton Station Improvements	●			●	\$622K					
MSP208	Clearfield FR Station Trail	●				\$1.5M					
MSP240	Operator Restrooms throughout System	●				\$332K					
MSP286	Utah County Park and Ride Lots		●			\$4.6M					
SGR408	Route End of Line (EOL) Enhancements	●				\$6.8M					
SGR409	System Restrooms	●			●	\$6.6M					
	Murray Central Station Operator Restroom	●					\$500K				
	West Jordan City Center Station Operator Restroom	●					\$500K				
	Woods Cross Station Operator Restroom	●					\$500K				
	Roy Station Operator Restroom	●					\$500K				
	Vineyard Operator Restroom	●					\$500K				
	Pleasant View Station Operator Restroom	●					\$500K				

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Transit Centers (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
Millcreek Station Operator Restroom	●						\$500K				
5600 West Old Bingham Hwy. Station Operator Restroom	●						\$500K				
4800 West Old Bingham Hwy. Operator Restroom	●						\$500K				
Bingham Junction Station Operator Restroom	●						\$500K				
Layton Station Operator Restroom	●						\$500K				
Murray North Station Operator Restroom	●						\$500K				
2700 W. Sugar Factory Rd. Operator Restroom	●						\$500K				
Benson Grist Mill Park and Ride (Stansbury) Operator Restroom	●						\$500K				
Fruit Heights Park and Ride Operator Restroom	●						\$500K				
Antelope Drive Park and Ride Operator Restroom	●						\$500K				
Historic Sandy Station Operator Restroom	●						\$500K				
West Valley Central Operator Restroom	●						\$500K				
Lehi Station (Expansion w/ Breakroom) Operator Restroom	●						\$500K				
American Fork Station (Expansion w/ Breakroom) Operator Restroom	●						\$500K				
12th Street/Ogden Canyon Ski Park and Ride		●							\$2M		
3900 South and Wasatch expansion		●					\$10M				
400 South Viaduct / Salt Lake Central Vertical Connection	●								\$3M		
5400 South / Mountainview Corridor Transit Center		●				\$5M					
5600 West / S.R. 201 Mobility Hub		●							\$10M		
7800 South / Mountainview Corridor Transit Center		●				\$5M					
SLC Airport Mobility Hub		●								\$5M	
American Fork Canyon (Highland / Alpine) Transit Center		●									\$3M
American Fork FR Station Bus Loop improvements		●								\$1M	
Brigham City Transit Center (Future Brigham City Station)		●									\$3M
BYU Transit Center		●								\$10M	

PROJECT IDENTIFIERS ● Optimization & Improvements ● State of Good Repair ● System Expansion ● Overlap

Transit Centers (cont.)

PROJECTS	PROJECT IDENTIFIERS	●	●	●	●	FY24-28	FY29	FY30	FY31	FY32	FY33
Centerville On-Street EOL - Likely a cut-out prior to the roundabout			●				\$1M				
Central Pointe Bus Facilities Expansion			●					\$10M			
Daybreak Mobility Hub			●				\$10M				
Eagle Mountain City Center EOL (Cutout in Parkstrip adjacent to Macy's, possibly a operator restroom)			●					\$3M			
Eagle Mountain Ranches Hub / Park and Ride			●							\$5M	
Fort Union Transit Center			●							\$10M	
Highland Drive & I-215 Transfer Center / Park and Ride			●							\$40M	
Hogle Zoo EOL			●							\$1M	
International Center Transit Center			●		●					\$3M	
Layton Station Ingress/Egress Improvements	●				●				\$1.5		
Lehi FR Station Bus Loop improvements			●		●					\$1M	
Magna Transit Center			●				\$5M				
Mountain View Village (13400 South / Mountainview Corridor) Transit Center			●						\$3M		
North Temple Viaduct / North Temple Station Vertical Connection	●									\$3M	
Ogden Valley Park & Ride			●								\$4.7M
Olympia Hills / Herriman Transit Center			●								\$5M
OWTC Transit Center			●					\$5M			
Parley's Canyon Transit Center (Foothill / Parley's Way)			●							\$50M	
Payson Mobility Hub (Payson Frontrunner Station)			●		●			\$5M			
Point of the Mountain Mobility Hub			●		●			\$10M			
Power Station Mobility Hub			●				\$10M				
President's Circle/200 South Transfer Hub			●		●		\$3M				
Provo Canyon Transit Center			●							\$5M	
Research Park Mobility Hub			●		●			\$5M			
Santaquin Transit Center			●							\$3M	
Saratoga Springs Hub (Future EOL needs)			●							\$5M	
Spanish Fork Mobility Hub (Spanish Fork Frontrunner Station)			●					\$5M			

PROJECT IDENTIFIERS ● Optimization & Improvements ● State of Good Repair ● System Expansion ● Overlap

Transit Centers (cont.)

PROJECTS	PROJECT IDENTIFIERS ● ● ● ●				FY24-28	FY29	FY30	FY31	FY32	FY33
Springville Mobility Hub (Springville FrontRunner Station)		●					\$5M			
Syracuse Transit Center (Antelope Drive)		●								\$3M
Tooele Transit Center		●							\$2M	
University Place Transit Center		●		●						\$5M
U of U Health Sciences Mobility Hub		●		●		\$10M				
U of U South Campus Mobility Hub		●		●					\$10M	
UVU Transit Center		●								\$10M
Vineyard Station Mobility Hub		●		●			\$10M			
WSU-Davis Bus Loop		●							\$1M	

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

Chapter 4

UTA Moves 2050 Phase 1 Program Pages



Adopted in 2024, UTA’s Long-Range Transit Plan (LRTP), UTA Moves 2050, includes plans to increase bus, light rail, and regional rail services in three phases over a 30-year period.

PHASE 1 will be implemented from 2023 to 2032, aligning with the 10-Year Capital Plan (10YCP) for 2024-2033. These projects, which include transit services requiring fixed guideways like tracks, dedicated bus lanes, or transit signal priority, are evaluated at a high level (see [UTA Moves Phase 1 Project Sheets](#)).

UTA staff teams will refine the planning, coordination, and cost as these projects advance.

LRTP PROGRAM NEEDS FOR THE 10YCP

UTA will provide a cohesive program of projects that strategically phases work such that:

1. **Projects** build on one another in the same direction
2. **Improvements** are coordinated with rehabilitation of existing infrastructure when appropriate
3. **Impacts to system users** are minimized as much as possible
4. **Investment levels** are relative to needs

The current 2024-2033 10YCP does not require projects to occur in a specific sequence. However, this planning effort enhances project phasing by making content developed by various contributors more accessible across the UTA organization. This approach enables plan owners and project managers to better self-coordinate their projects. As project scopes and resource allocations become more defined, the 10YCP may eventually facilitate phasing more directly.

Enhanced Bus

Enhanced Bus projects introduce improvements including infrastructure and technology as well as passenger amenities to improve travel for bus passengers.



10-YEAR CAPITAL COST

<p>5-Year Capital Plan (5YCP) Fiscally Constrained FY 2024-2028</p>	\$47.4M	<p>10-Year Capital Plan (10YCP) Fiscally Unconstrained FY 2024-2033</p>	\$310.4M
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PROJECTS	PROJECT IDENTIFIERS				FY24-28	FY29	FY30	FY31	FY32	FY33
MSP202	3300/3500 South Max EXP/Optimization	●			\$2.4M					
MSP260	5600 West Bus		●		\$43.1M	\$70M				
MSP202	Davis-SLC Community Connector		●		\$1.5M	\$70M				
MSP285	Bus Speed and Reliability Program (BSRP)		●		\$400K					
	L RTP Enhanced Bus Phase 1 Feasibility Studies		●			\$1.5M				
	Route 850 (Central Corridor)		●			\$16M				
	Route 35 (3500 South)		●			\$20M				
	Route 1 (Rose Park/South Temple)		●				\$8.9M			
	Route 9 (900 South)		●				\$8.3M			
	Route 201 (State St South)		●					\$8.4M		
	Route 205 (500 East)		●					\$19M		
	Route 209 (900 East)		●						\$25M	
	Route 21 (2100 South/2100 East)		●						\$9.6M	
	Route 611 (Washington Ave)		●							\$6.3M

PROJECT IDENTIFIERS

- Optimization & Improvements
- State of Good Repair
- System Expansion
- Overlap

PROGRAM IDENTIFIERS

- Transit Transportation Investment Funds (TTIF) have been allocated to the project costs shown
- UDOT-UTA Joint Priority Projects
- Needs RTP Coordination

Bus Rapid Transit (BRT)

Bus Rapid Transit (BRT) projects implement a form of travel priority such as signalization or designated lanes with new technology to improve travel and speed for bus passengers. This mode is also referred to as Rapid Bus in UTA's Service Design Standards and in the LRTP.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$109.8M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$763.8M

PROJECTS	PROJECT IDENTIFIERS	FY24-28	FY29-33	INVESTMENT LEVEL*
MSP185 Ogden/Weber State University BRT	● ● ● ●	\$5.6M		
MSP253 Midvalley Express	● ● ● ●	\$100.7M		
MSP255 Central Corridor Transit Study	● ● ● ●	\$100K		
MSP287 900 East UVX Station	● ● ● ●	\$3.4M		
L RTP BRT Phase 1 Scoping & Feasibility Studies Initiation	● ● ● ●		\$2M	
200 South BRT (Route 2) Improvements beyond current 200 South Improvements	● ● ● ●			
State Street BRT (North Temple to Murray Central)	● ● ● ●		\$170M	Moderate
Redwood Road BRT (North Temple to West Jordan City Center)	● ● ● ●		\$260M	Moderate
300 West BRT (North Temple to Central Point)	● ● ● ●		\$112M	Minimum
400 South/Foothill Drive BRT	● ● ● ●			
UVX Extension to Vineyard BRT	● ● ● ●		\$110M	High

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

PROGRAM IDENTIFIERS

- Transit Transportation Investment Funds (TTIF) have been allocated to the project costs shown
- UDOT-UTA Joint Priority Projects
- Expenditures identified are to support service implemented beyond the timeframe of the 10YCP, see related LRTP and RTP
- Limited Definition Project, see pages 39-40
- Needs RTP Coordination

Representative BRT investment levels (actual investment levels and scopes to be determined by study):

- **Minimum (Min):** 1 mile exclusive or 5-10 queue jumps
- **Moderate (Mod):**
 - State Street: 1.5 Mile Exclusive, Queue Jumps, 9.6 Mile Route
 - Redwood Road BRT: 2 Mile Exclusive, 7 Queue Jumps, 15.7 Mile Route
- **High:** 50% exclusive or greater


































Light Rail











Light Rail projects support optimization and efficiency of current rail lines, assure sustainability of the system, and expand light rail transit service to new areas.



10-YEAR CAPITAL COST

<p>5-Year Capital Plan (5YCP) Fiscally Constrained FY 2024-2028</p>	\$27M	<p>10-Year Capital Plan (10YCP) Fiscally Unconstrained FY 2024-2033</p>	\$486.7M
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PROJECTS	PROJECT IDENTIFIERS	FY24-28	FY29-33
MSP216 Point of the Mountain Transit Environmental Assesment  		\$4M	\$500K
MSP254 TechLink Study		\$1.3M	\$15M
MSP259 S-Line Extension 		\$15.7M	
MSP300 TRAX platform in South Jordan 		\$6M	
TRAX Modernization Program  	   		\$500K
L RTP LRT Phase 1 Pending Studies	 		\$8.8M
TRAX Orange - 400 South, Research Park Extension, Pioneer Park Connector 			\$400M
TRAX Red - Ballpark Spur, 400 West 			
TRAX Blue/Green Termini Adjustment  			
TRAX Late Night/Early Morning Service (address freight conflict for 24 hr JR access)			\$5.2M
TRAX Frequency Improvements (includes train control and electrification modifications) 	 		
TRAX Late Night/Early Morning Service (address freight conflict between Ballpark and Fashion Place West) 	 		
TRAX Trunk Line 65 mph Civil Speed Improvements (Draper to Ballpark)	 		\$28M
TRAX High Block Removals 	 		
TRAX Mainline Improvements (1300 South to I-80)	 		
Transit Extension to University Corridor Preservation			\$1.7M

<p>PROJECT IDENTIFIERS</p> <ul style="list-style-type: none">  Optimization & Improvements  System Expansion  State of Good Repair  Overlap  Components of the TRAX Modernization Program 	<p>PROGRAM IDENTIFIERS</p> <ul style="list-style-type: none">  Expenditures identified are to support service implemented beyond the timeframe of the 10YCP, see related LRTP and RTP  Transit Transportation Investment Funds (TTIF) have been allocated to the project costs shown  Being studied in the TechLink TRAX Study  UDOT-UTA Joint Priority Projects  Limited Definition Project, see pages 39-40
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FrontRunner

UTA Projects

These projects support UTA's [FrontRunner Forward Plan](#) by improving or expanding regional rail frequency, days of service, and coverage along the Wasatch Front.



10-YEAR CAPITAL COST

5-Year Capital Plan (5YCP)
Fiscally Constrained
FY 2024-2028

\$40.1M

10-Year Capital Plan (10YCP)
Fiscally Unconstrained
FY 2024-2033

\$4.7B

PROJECTS

PROJECT IDENTIFIERS ● ● ● ● ● FY24-28 FY29-33

PROJECTS	PROJECT IDENTIFIERS	FY24-28	FY29-33
MSP140 Box Elder County Corridor Preservation	●	\$9.8M	
MSP193 Weber County Corridor Preservation	●	\$5.7M	
MSP215 Sharp/Tintic Rail Corridor Connection	● ●	\$2.3M	
MSP252 FrontRunner 2X	● ●	\$10M	
MSP264 FrontRunner South Extension	● ●	\$8.7M	\$700M
MSP293 Shepherd Lane Betterment with UDOT for future FrontRunner Double Tracking	●		
FrontRunner Sunday Service	● ●		
FrontRunner New Grade Separations	●		
FrontRunner Phasing Plan Phase 2 - Doubletracking to Achieve All Day 15 Minute Service	● ●		\$1B
FrontRunner Phasing Plan Phase 3 - System Electrification	● ●		\$3B

PROJECT IDENTIFIERS

- Optimization & Improvements
- System Expansion
- State of Good Repair
- Overlap

PROGRAM IDENTIFIERS

- Expenditures identified are to support third party delivery
- UDOT-UTA Joint Priority Projects
- Transit Transportation Investment Funds (TTIF) have been allocated to the project costs shown
- Limited Definition Project, see pages 39-40
- Needs RTP Coordination

FrontRunner

UDOT Projects

This program includes the UDOT expenditures on the UTA FrontRunner service. Other UDOT expenditures on the UTA transit network infrastructure are presently expected to be through roadway projects, pass through to UTA projects or have not been sufficiently programmed to represent here.



10-YEAR CAPITAL COST



PROJECTS	PROJECT IDENTIFIERS				FY24-28	FY29-33
FrontRunner 2X i 📺		●		●	\$966M	
FrontRunner Point Improvements 📺				●	\$391M	
Sharp/Tintic Rail Corridor Connection 📺				●	\$22.7M	\$11M
FrontRunner South Extension Corridor Preservation ⚠️				●		
FrontRunner Corridor Preservation ⚠️				●		





- PROJECT IDENTIFIERS**
- Optimization & Improvements
 - System Expansion
 - State of Good Repair
 - Overlap






- PROGRAM IDENTIFIERS**
- i Project costs shown include fully funded amounts, and funding that is pending execution of agreements. All other UDOT funding shown is exclusively fully funded costs.
 - 📺 Transit Transportation Investment Funds (TTIF) have been allocated to the project costs shown
 - ⚠️ Limited Definition Project, see pages 39-40



Limited Definition Projects

While the majority of project costs can be communicated by an order of magnitude expectation (\$50K, \$500K, \$5M, \$50M or \$500M), some lack sufficient scope definition to set those expectations. The following table lists the projects that lack sufficient definition to list an order of magnitude cost. The current status which limits present definability is provided. These projects combined could increase the expenditure level in the 10YCP 10%-30%, once better defined.

PROJECTS	CURRENT DEFINITION
 <p>200 South BRT (Route 2)</p>	<p>Salt Lake City is leading the construction of transit priority lanes and new shelters on 200 South from 400 West to 700 East (1.65 miles), which are intended to serve several routes. These lanes are understood to be operational by the December 2024 or April 2025 Change Days. UTA intends to begin operation of the 2A/2B clockwise and counterclockwise routes by April 2026 Change Day, which will introduce 7.5-minute headways on the 200 South corridor. Furthermore, UTA is advancing the Davis-SLC Community Connector project (listed with the Enhanced Bus projects), which is also planned to use these lanes when it begins operations (anticipated in 2028). The Davis-SLC Community Connector is still in the design phase at this writing, but it is anticipated that there may be additional transit prioritization measures implemented to complement the transit priority lanes on 200 South. While the UTA LRTP identified that BRT improvements be perused for Route 2, it is unclear what improvements may be proposed above and beyond those already being implemented by the 200 South transit priority corridor project, and by the upcoming Davis-SLC Community Connector Branding changes relative to routes that utilize the transit priority lanes have not been determined.</p>
 <p>400 South/Foothill BRT</p>	<p>This BRT corridor was proposed in the LRTP process. However, these findings have not been reconciled with the transit priority lane improvements under construction on 200 South. Ridership projections from the LRTP process that underscored the potential of this route should be revisited using UTA's updated STOPS model, and with careful consideration of possible detractor of ridership from other parallel existing or planned routes.</p>
 <p>TRAX High Block Removals</p>	<p>As UTA's fleet turns over, expanding level-boarding access on TRAX vehicles, it is assumed that the high block accessible access platforms currently providing access to the Blue Line will no longer be needed. As funding materializes for fleet replacements, specifics regarding the removal of high blocks need to be programmed. It is likely this is programmed with other improvements such as the TRAX Blue/Green Termini Adjustment, TRAX Frequency Improvements, or Platform Rehabilitation.</p>
 <p>TRAX Blue/Green Termini Adjustment</p>	<p>No cost has been identified associated with this change, however as the concept matures, and other TRAX improvements advance, it is likely that necessary and associated improvements may be identified. This could include high block removals, fleet changes, operational infrastructure (i.e. interlockings, tail track), operator restrooms, bus hub improvements and switch improvements.</p>

Project	Current Definition
 <p>TRAX Frequency Improvements</p>	<p>Improvement of TRAX frequency from 15 minutes to 12 minutes was identified in the LRTP, although previous assessments of increased frequency as part of the Future of Light Rail study indicated that potential ridership increases may be marginal when compared to the cost of needed improvements. Necessary improvements to facilitate this may include fleet expansions, traction power upgrades, signaling/control upgrades, interlockings, switch control, and EOL improvements (trail track, restrooms).</p>
 <p>TRAX Late Night/ Early Morning Service</p>	<p>The reason for span of service limitations on TRAX is freight access using the TRAX infrastructure. The Future of Light Rail study recommended negotiating with Salt Lake Southern railway and its parent company, Genessee & Wyoming, to reduce the operating window on the north/south TRAX lines. This would necessitate more in-depth analysis of freight operations, such as freight time on and time off; number of locomotives and number of cars; industries served and duration; and specific routes used. The cost of conducting this analysis has not been scoped. Necessary improvements could also include freight rail to truck loading facilities and/or new track.</p>
 <p>FrontRunner Sunday Service</p>	<p>The LRTP identified that all of UTA's Sunday service should be similar to Saturday service levels. Currently Sunday is the day when many regular maintenance and repair activities occur on FrontRunner track. The need for this is particularly acute on FrontRunner given the current primarily single track infrastructure. Also FR2X work would need to occur on Sunday to limit impacts to current operations commitments. While it is clear that Sunday service would need to follow FR2X, the associated capital improvements are not known. This may be as limited as corridor maintenance access improvements. Analysis of long-term SGR work access needs may dictate more extensive improvements to minimize long-term impacts to operations.</p>
 <p>FrontRunner New Grade Separations</p>	<p>This has been identified as an opportunity in the near term, however has not been specifically scoped or programmed. FrontRunner has many at-grade crossings. New grade separations are major safety and transportation investments. In most cases the full benefit of grade separations could only be realized if perused in conjunction with adjacent freight corridor grade separations. UTA's current freight negotiation top priority is advancing freight re-locations to advance FR2X, and then FrontRunner Point improvements. As those priorities advance the vision for new grade separations will be developed.</p>
 <p>FrontRunner Corridor Preservation</p>	<p>UDOT has a revolving Corridor Preservation fund that is able to fund acquisition of certain types of properties relative to long-term transportation needs. It is expected that this fund would be utilized for future corridor preservation efforts on the FrontRunner corridor. A dollar amount has not been listed, but it is anticipated that the fund would be able to support at the levels needed to secure opportunities as they arise. Once projects advance that utilize preserved corridor, the projects reimburse the fund. No dollar amount will be listed here, given the inclusion of property costs in specific projects.</p>

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Chapter 5

UTA Budget and Capital Costs



The 10YCP is a tool to help UTA's departments track assets and plan for system needs and priorities.

UTA's budget is updated and published annually to support staffing and service objectives within a fiscal year. Federal grants, distributed on a reimbursement basis, are harder to predict for future years.

While UTA estimates revenue from sales taxes and tracks ridership and fares, the exact revenue amounts and distribution dates can be challenging to forecast.

During unexpected factors like rising fuel prices, inflation, or delayed federal funds, UTA staff must remain flexible and adaptive when funds are insufficient.

Revenue Sources

Primary revenue sources for UTA come from local sales tax, federal formula grants, and fares. Other sources are discretionary grants, leases, state and local contributions, and bonding, as well as public-private partnerships.

LOCAL FUNDING

UTA Local Funding Sources

UTA local funds come from two primary sources: passenger fares and sales tax, with sales tax making up the most sizeable portion. Sales tax is collected at different rates with the UTA service area, based on local jurisdictional appropriations, which influences the levels of service provided throughout the transit system. UTA local funds are available for purchases, contracts, and as a match for other funding sources such as federal grants.

External Funding Sources

External funding sources are important to capital planning and capital investments at UTA. Specifically, projects in the 10YCP require supplemental funding beyond what can be generated locally. Most external resources come from the U.S. Department of Transportation in the form of grants that allocate money for large expenses such as vehicle replacements, facility development, and maintenance activities. Large transit investments that were timed with the 2002 Winter Olympics in Salt Lake City were funded from federal grant sources as well. UTA should consider the viability of its projects based on the availability of external funding sources.

FEDERAL FUNDING

Federal Formula Funds

The U.S. Department of Transportation annually allocates money through formula funds for operations and capital expenses. Transit agencies do not have to compete for this money; rather, it is allocated based on parameters such as agency size and populations served. Capital projects supported by formula funding can be the purchase of new buses, investments in bus facilities, investments in State of Good Repair, and planning activities.

Federal Discretionary Funds

Federal discretionary or competitive grants are available for specific projects or needs. Transit agencies and providers submit applications by a specified deadline that advocates for their projects. These projects often introduce service additions or major infrastructure projects that an agency by itself could not fund. There is a limited amount of funding for competitive grants and an agency must wait until the award deadline to know if it was selected. Most applications are open once each year.

New Starts and Small Starts Capital Investment Grants

One discretionary grant that has been a valuable source of funding for several past UTA projects is the Federal Transit Administration's Capital Investment Grants (CIG) program. The CIG program establishes evaluation criteria for transit projects funded through its New Starts and Small Starts programs so that the FTA can consistently compare transit funding applications from around the United States.

UDOT Transit Transportation Investment Fund

UDOT's Transit Transportation Investment Fund (TTIF) provides state funding for transit projects and has an established process for prioritizing the allocation of TTIF funds to transit projects. This funding source is tied to a gas tax increase that was instituted in Utah beginning in 2016 and that generates transportation funding for transit projects, state highways, and local road improvements. Understanding how UTA's future projects might score on UDOT's TTIF rankings helps UTA decide where to spend resources on state transit funding applications, as opposed to seeking internal, local, or federal funding.

OTHER SOURCES

Bonds & Local Partnerships

External funding sources, such as federal grants, are an important tool for realizing projects, especially larger and more costly ones. However, the selection and timing of awarded projects can be unpredictable and even delayed. UTA can access other sources of funds such as bonds or local partnerships when there is a benefit to do so. These agreements can lead to real investments or as a match for federal funding when using UTA's local funds is not preferred.

Capital Cost Estimates

Cost estimates are provided for all projects and programs included in the 10YCP. Methodologies for generating cost estimates varied depending on the type of project or program included in this plan.

COST ESTIMATES FOR PROGRAMS

Cost estimates for the [UTA Moves 2050 Phase 1 Program Pages](#) started with costs shown in the 2024-2028 5YCP. These cost estimates are provided by UTA's program leads for each category and were transferred over to the 10YCP for 2024-2028. If program leads had more information about projected costs for the years including 2029-2033, these were included in the Program Pages. If no information was provided about 2029-2033 program costs, or previous trends were not indicated or did not apply, then cost estimates for 2029-2033 were left blank.

COST ESTIMATES FOR UTA MOVES 2050 (LRTP) PROJECTS

The 10YCP includes projects from [UTA Moves 2050 Phase 1 Project Sheets](#) that are likely to require capital investment. While UTA Moves 2050 provided high-level cost estimates for all projects included in the plan, these were generated using a typical cost-per-mile threshold without the opportunity for additional refinement, given the scale of that plan.

For the 10YCP, UTA developed more detailed cost estimates to fine-tune potential financial needs for implementation. This process included the following steps:

- **Using UTA's cost validation tool** (initially developed to support independent cost estimating for the Point of the Mountain project in 2022) **to develop preliminary cost estimates** that consider details such as elevations, number of stations, demolition, earthwork, utility relocation, roadway reconstruction, signal operations, communications infrastructure, fare collection equipment, and other factors.
- **Escalating these costs to the appropriate horizon year for each LRTP project** (originally using 2022 unit costs from the cost validation tool), assuming the timelines indicated in the [UTA Moves 2050 Phase 1 Program Pages](#).
- **Updating cost estimates for selected projects from the LRTP**, primarily BRT-level routes, where more detailed assumptions about exclusivity, transit priority, station-level improvements, and other costs could be generated. These included the following projects:
 - 200 South BRT
 - State Street BRT (North Temple to Murray Central Station)
 - Redwood Road BRT (North Temple to West Jordan City Center)
 - 300 West BRT (North Temple to Central Pointe)
 - 400 South/Foothill Drive BRT
 - UVX Extension to Vineyard Station BRT
 - Central Corridor Transit Study

Chapter 6

Next Steps



Near-Term Capital Development Projects

Several major investment projects identified in this 10YCP will make significant progress before the next iteration of this plan. These include:



Route 256, 5600 West, an Enhanced Bus project connecting communities along the west side of the Salt Lake Valley to the Salt Lake City airport and the International Center, opening by 2028



Davis-SLC Community Connector, a 26-mile BRT route, is currently under design and anticipated to begin operations by 2028



The **900 East UVX Station**, which is currently under design and expected to open by 2025



Midvalley Express (MVX), a 7-mile BRT route between Taylorsville and Murray, which began construction in 2023 and is anticipated to begin operations in 2027



The S-Line extension from its current eastern terminus at McClelland Avenue to a new Highland Drive station, which will open in 2026



New TRAX platform in South Jordan, which will be built by 2025



FrontRunner 2X strategic doubletracking, currently in the design phase, and expected to begin construction of doubletracking segments by 2026 (anticipating completion of all doubletracking segments by 2030)

Other Near-Term Initiatives



Coordinate on Overlapping Projects

The 10YCP Program Pages identify projects that have a degree of overlap, or shared outcome, with another UTA effort. Overlap does not mean a duplication of efforts, rather overlap identifies a potential for collaboration between departments whose projects could have different project managers and potentially different funding sources and timelines but have a common product. An example is the opportunity to coordinate wayfinding with the construction of new transit centers that will be built near a new transit route. These independent efforts present an opportunity for sharing ideas that can lead to a better final product.



UTA Staffing and Training Capacity

UTA has an emphasis on delivering excellent, safe transit services. This is achievable by proactively hiring and training the right people at the right time, which can be challenging in a dynamic industry such as public transit. Investments in even small capital projects can require new employees, and each new employee, in turn, requires some level of investment.

The 10YCP can be a valuable tool in preparing workforce plans and connecting them to future capital needs. New buildings could require additional staffing such as security or IT, and new services could require maintenance, supervision, and operations employees, as well as more vehicles. The importance of a staffing plan is currently a consideration of the 5YCP process. Its relation to the 10YCP is described in the table on the next page. This is another opportunity for collaboration between departments.

A staffing plan is an important consideration in the 5YCP. Here is how it can relate to the 10YCP:

Staffing Plan Actions	Description	Relation to the 10YCP
Staffing Standards	Establish and affirm number of employees necessary relative to operator hours, station platforms, fixed guideway, shelters, vehicles, and other key metrics.	More clarity around staffing needs relative to new capital investments will support quick clarification and needs identification.
Workforce Management Plan	Align resources tied to workforce expansion and retention. Key resources include: recruitment capacity, training capacity, funding facility capacity, revenue vehicle availability, non-revenue vehicle availability.	UTA is not able to deploy capital investments that require workforce expansion without the resources to expand that workforce. Further, some of these resources may require capital expenditures.
Interconnect Expansion & Operations Resource Allocation	As projects advance operations and maintenance funds are budgeted, this activity can be more directly connected to the above initiatives and can be further improved by flowing directly into resource allocations to operations and maintenance.	It is critical that new system expansions occur in light of full life-cycle resource allocations necessary to operate that expansion.
Vehicle Maintenance Expertise	Staff expertise (and ongoing training) is necessary to keep vehicles in a State of Good Repair and operating safely. As the system expands, staff needs may also grow to continue meeting the maintenance needs of UTA's fleet.	Staffing needs are closely tied to expenditures on vehicles and facilities identified in the 10YCP.
Mental Health & Police Resources	Ensure appropriate access to resources to support community social and health needs, perception of safety, and actual safety.	As this is achieved, there will be greater interest in our services and the capital investments necessary to deliver that service.

10YCP Additional/Future Efforts:

Staffing Plan Actions	Relation to the 10YCP
Travel Demand Modeling, FTA Model	To improve understanding of projects' performance in the FTA Capital Investment Grant (CIG) Program, UTA will prepare advance travel demand modeling of project ridership performance using FTA's STOPS model.
UTA CIG Pursuits	UTA will identify and prioritize projects within this 10YCP that appear to be most competitive for FTA's CIG program
Fixed Guideway Expansion SGR	UTA will add SGR costs for Enhanced Bus, BRT, LRT, and FrontRunner projects.
Fixed Guideway Expansion Project Pages	UTA will update the Project Pages in this 10YCP for Enhanced Bus, BRT, LRT, and FrontRunner projects, including updated cost and ridership content. Within the Project Pages, phase costs will be itemized (Feasibility Study, Project Development, Final Design, Construction), with the next fundable phase itemized on the Program Cut Sheets.
TTIF Integration	Programs will be integrated between parallel 10YCP and UDOT TTIF Planning efforts
UTA Website	UTA will deploy public-facing process related materials and make the 10YCP accessible externally.
Planning Levels/Status	UTA will develop a table of each type of capital planning effort, the current status, location of relative materials, and current aspirations of those responsible for need identification. Direct links to current content will be provided.
Third-Party Expenditures	Third-party expenditures on the UTA Transit Network will be separately delineated and provided.

Refinements to the 2024-2033 10YCP, or new initiatives for the 2026-2035 10CYP, may also include:

Staffing Plan Actions	Relation to the 10YCP
TRAX Modernization Program	Develop initial scoping materials related to the TRAX Modernization Program.
Fixed Guideway Expansion Metrics Update	Update Enhanced Bus, BRT, LRT, FrontRunner metrics beyond cost and ridership.
Metric Weighting	Workshop weighting of Enhanced Bus, BRT, LRT, FrontRunner metrics.
Additional Grant Programs	Identify and analyze metrics to proactively prioritize specific grant pursuits beyond CIG and TTIF.
LRT/BRT Scope Identification	Reconcile LRT and BRT project scopes sufficient to provide representative cost estimates for the “unknown” projects and phasing of LRTP projects.
UTA Financial Model	<p>Reconcile 10YCP with UTA financial models and evaluate investment scenarios, including:</p> <ul style="list-style-type: none"> ▪ New revenue sources ▪ Allocating future corridor use costs to existing debt ▪ Limiting fixed guideway expansion projects to those that: <ul style="list-style-type: none"> – Would reduce operating expenses – Have new capital revenue sources – Have new SGR capital revenue sources
Program Data Request Streamlining	Integrate and streamline 5YCP and 10YCP information requests.
Best Practice Deployment	Collaboratively identify opportunities to implement best practices within the various programs, including in cost estimating. Highlight resource allocation opportunities to support best practice implementation.
SGR/Expansion Messaging	Unify UTA communications relative to SGR needs and relative to system expansion needs.
External Partners	Formalize input from external partners that may make substantial project contributions (land, transit supportive zoning determinations, transit access improvements, supplemental service agreements, self-perform transit project delivery efforts) such that project prioritization can systematically account for variations in local support program-wide.
Peer Agencies	Re-engage with national peer transit agencies engaged in similar planning.
Predecessor Projects	As the work program is clarified in scope and funding dedication, projects should proceed in an order that ensures that any predecessor work is completed in advance of major capital projects.

Programmatic improvements that would be captured in the 10YCP if they were to be implemented separately:

Staffing Plan Actions	Relation to the 10YCP
Centralized Database: Unprogrammed Projects	<p>Develop a project performance metrics database to track the evaluations and performance of the various iterations of evaluations.</p> <p>Create a cohesive project data governance strategy between the 5YCP, 10YCP, 5YSP, and the LRTP. Develop a diagram schematic of inputs and outputs from these planning efforts as well as program-specific planning efforts.</p>
Centralized Database Improvements: Programmed Projects	<ul style="list-style-type: none"> ▪ Improve project funding source tracking ▪ Integrate project management expenditure projects with financial system in real time ▪ Reconcile past project costs such that they are publishable, consistent with federal reporting, and relevant to future project cost baselining. ▪ Develop a single source of top-line project information that has the proper access control to stay current, relevant and accurate, for broad use internally. Necessary information include: <ul style="list-style-type: none"> - Project Team members that have financial responsibilities on the project: <ul style="list-style-type: none"> - Project Manager - Lead from program management team - Project Controls Specialist - Procurement Specialist - Chief with responsibility - Director with responsibility - Project stage (concept, environmental, design, construction) - Project construction stage - Project environmental stage - Expected type of expenditures (for example, construction, professional services, and property) - Revenue sources - Expenditures reconciled against revenue sources - Contracted amounts and direct access to executed contracts - Obligations that will remain following close-out of a project
Project/Portfolio/Contingency Delineation	<p>Follow applicable variable best practices relative to project, portfolio, or contingency management and approvals.</p> <p>This may include multi-tier project programming approvals for cases where it is best for certain expenditure approvals to be at a program portfolio level, while still tracking the independent discrete projects.</p> <p>Evolve contingency management such that contingency levels are baselined to active risks and pending mitigations.</p>
Reactive vs Proactive	<p>Evolve programming to a more proactive, long-term needs assessment in disciplines such as the following: bus lane rehabilitation, safety, LRT strategic operations improvements, SGR impact mitigation investments (300 West, Central Pointe to Ballpark), systems improvements, and non-rail transit systems.</p>

Staffing Plan Actions	Relation to the 10YCP
Strategic Capital Deployment	Proactively identify and promote capital investments that would reliably reduce operating expenses, while maintaining or improving transit service.
Cost Assumptions	Centralize infrastructure to ensure consistent cost estimating assumptions for capital, operations, maintenance and SGR; across planning and delivery efforts.
Programmatic Advancement	Formalize project expenditure approvals to be dynamically (yet consistently) adjusted based on project stage and work type. Planned expenditures would progress according to defined approval milestones. The goal of this would be to develop a process that builds in all expenditure approvals through advancement of project milestones such that annual budgetary approvals could be streamlined. At this point the majority of current 10YCP and 5YCP efforts would happen continuously.
Vision Networks	Establish Multi-Modal Vision Networks at appropriate future horizons (5 Year, 10 Year, 30 Year, etc.); develop an LRT Business Plan; create process for project-based evaluation of deviations and updates to vision networks
Workforce Management Plan	Create collective planning effort of all workforce-related resources that limit deployment of transit service.
Portfolio Managers	Develop and clarify portfolio manager level roles and responsibilities.

Anticipated Timeline for 10YCP Updates

Current consensus within UTA is to update the 10YCP every two years. Options for consideration relative to this would be:

Delivery Strategies

In order to advance the improvements discussed and perform the necessary updates, 10YCP delivery strategy options include:

- **Similar UTA Resource Allocation to 2024-2033**

10YCP: Offsetting the focus of 10YCP plan work, alternating focus every two years as follows:

- When a new version of the LRTP is updated, focus efforts on incorporating those projects.
- When updates to the LRTP are limited to amendments, focus efforts on non-system expansion fixed guideway projects.

- **Increase the 2024-2033 10YCP UTA Resource**

Allocation: Continue to concurrently advance system expansion fixed guideway projects and non-system expansion fixed guideway projects.

Timeframe Expansion

Expand the timeframe of the 10YCP such that the years expenditures being planned on remain future years at the time of completion of the effort. For this to occur, the 2026-2035 10YCP would likely need to track 13-14 years' worth of intended expenditure levels.

Update Frequency

Given the amount of time required to advance the wide swath of UTA capital programs, the frequency of updates could be reduced from 2 years to 4 years. A 4-year cycle for the 10YCP provides adequate time for capital projects to be completed and removed from project lists while accommodating the opportunity to refresh priorities as they align with UTA's LRTP. It is anticipated that UTA will revisit the LRTP priorities in 2026 so that any change in UTA's priorities can be reflected in the long-range planning scenarios that are shown to the public in advance of the 2027 Regional Transportation Plan updates. With a 4-year frequency, the next 10YCP can be completed in 2028, incorporating UTA's LRTP priorities as well as projects adopted in Phase 1 of the Wasatch Front Regional Council's (WFRC) and Mountainland Association of Governments' (MAG) Regional Transportation Plans.

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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Megan Waters, Community Engagement Director
Russ Fox, Planning Director
Monica Howe, Fares Director
Eric Callison, Manager of Service Planning

TITLE:

Service and Fare April Change Day Proposals 2025 & 2026: Overview for Public Engagement

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

In efforts to improve timing of processes at UTA, our major change day is being moved to April annually. The first two years of the Five-Year (2025-2029) Service Plan will be evaluated for implementation through this Title VI and public engagement process.

Major changes are changes that are required to undergo a Title VI analysis and public engagement process based on the following criteria:

- Addition of service: meaning the creation of a new bus route or the opening of a new rail line
- Proposed service level change in miles, hours, or trips of 33% or more
- Elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday)
- Proposed 25% or greater change in route alignment
- Proposed fare change

Service Change Proposals Background:

The service change proposals are a direct reflection of the UTA Five-Year Service Plan (5YSP), which is updated every two years. The final draft Five-Year Service Plan, currently under review, includes multiple proposed changes for April 2025 and 2026. These changes are based on analysis done in conjunction with the 5YSP, as well as significant community engagement both before and during the 5YSP process.

Fare Change Proposal Background:

In January 2021, UTA kicked off a fares project with Clevor Consulting Group (Clevor) to complete a study of the organization's fare collection systems. The purpose of the study was to review UTA's fare objectives and goals, assess the current state of the fare collection subsystems, identify needs that did not meet these subsystems, and recommend actions and strategies.

Since then, UTA has moved forward with Clevor's recommendation to procure a new, fully integrated, vendor-hosted, and account-based, electronic fare collection system. In March 2023 the Board of Trustees approved a recommendation from management to execute a contract with Scheidt & Bachmann to deliver a new fare collection system.

The new fare collection system aligns with the Fare Policy's guiding principles which include a fare structure that is simple and easy for riders to understand, fare payment that maximizes the convenience of paying fares, allows for seamless travel between modes, and is equitable.

The features that will be rolled out as part of the new system will give customers an improved fare payment experience. Fares will be simplified by eliminating multiple fare products that customers must choose from when deciding to ride transit. Instead, customers will set up pre-paid, reloadable accounts that are associated with fare media such as electronic tap cards, bank cards, and mobile phones.

Customers will pay fare and validate their payment by tapping the fare media on electronic card readers located on buses and rail platforms. Fare pricing will be done automatically in the back office and the customer will be charged the least expensive fare rate based on their travel patterns and eligibility for reduced fare discounts.

Reduced fare discounts will be managed through UTA's new account-based ticketing back office (ABT). This software system performs all the functions necessary to run the electronic fare collection and will bring all UTA's current systems under one umbrella, including the current reduced fare application portal.

UTA is starting the final phases of the project. To achieve UTA's vision of an integrated fare collection system, fare changes are being proposed. A Title VI analysis and public engagement process must be completed for proposed fare changes.

DISCUSSION:

Service Change Proposals:

The proposed service changes are being presented to the UTA Board of Trustees in this preliminary format in anticipation of a final Title VI analysis and public hearing process associated with Change Day. The public engagement process will kick off following the November 13 meeting of the Board of Trustees. Once these steps are complete, the finalized changes and Title VI analysis will be presented to the Board for approval. 2025 service changes are planned for implementation on 4/13/2025; 2026 service changes are planned for

implementation on 4/12/2026.

April 2025

Box Elder, Weber, Davis Counties 2025

Route 417 - New*
Route 470 - Realignment or Frequency Changes
Route 626 - Discontinued*
Route 627 - Realignment or Frequency Changes*
Route 628 - Realignment or Frequency Changes*
Route 640 - Realignment or Frequency Changes*
Route 642 - New*

Salt Lake County 2025

Route 39 - Realignment or Frequency Changes
Route 126 - New*
Route 201 - Realignment or Frequency Changes
Route 217 - Realignment or Frequency Changes
Route 218 - Realignment or Frequency Changes
Route 219 - New*
Route 703 (Red Line) - New Station

Utah County 2025

West Provo IMZ (581) - New*
Route 823 - New*
Route 871 - Realignment or Frequency Changes

April 2026

Box Elder, Weber, Davis Counties 2026

North Weber IMZ (562) - New*
Brigham City IMZ (563) - New*
Route 455 - Realignment or Frequency Changes
Route 601 - Discontinued*
Route 604 - Realignment or Frequency Changes*
Route 610 - New*
Route 612 - Realignment or Frequency Changes
Route 625 - Discontinued*
Route 628 - Discontinued*
Route 630 - Realignment or Frequency Changes*
Route F638 - Discontinued*
Route 640 - Realignment or Frequency Changes*
Route 645 - Realignment or Frequency Changes*

Salt Lake County 2026

Salt Lake City Westside On Demand - Expanded*

Route 2 - Discontinued*
Route 2A & 2B - New*
Route 4 - Realignment or Frequency Changes*
Route 45 - Realignment or Frequency Changes*
Route 54 - Realignment or Frequency Changes*
Route 62 - Realignment or Frequency Changes
Route 72 - Realignment or Frequency Changes
Route 205 - Realignment or Frequency Changes*
Route 220 - Realignment or Frequency Changes
Route 223 - Realignment or Frequency Changes*
S-Line (Route 720) - Realignment or Frequency Changes

Utah County 2026

Lehi IMZ (582) - New*
Route 806 - Discontinued*
Route 846 - New*
Route 850 - Realignment or Frequency Changes
Route 860 - New*
Route 862 - Realignment or Frequency Changes*

Fare Change Proposals

In preparation for the new fare collection system over the next couple of years, UTA's current fare products, including paper passes, will be replaced with best fare pricing using electronic fare media. Exact timelines are to be determined. The ticket options listed below will be phased out and replaced by pre-paid, reloadable accounts.

Paper Tickets

All paper tickets vended through ticket vending machines (TVMs) will be replaced by electronic fare media. The TVMs will vend FAREPAY cards. The newly installed TVMs are currently operating the same way the old TVMs have been for 20 years. However, work is being done to improve the screen flow and add new functionality. Customers will be able to purchase FAREPAY cards, load funds to their account using cash or credit payment, and check card balances at all TVMs. The list of full and reduced fare tickets being replaced includes:

- One-way
- Round Trip
- Upgrade Ticket
- Group Pass
- Day Pass

Monthly Passes

UTA customer service locations, online, and retailers will no longer sell monthly passes. Currently, for customers using the FAREPAY card, best fare is automatically calculated using fare capping technology. This functionality will be carried over with the new system. The monthly passes being eliminated include:

- Reduced fare monthly stickers (RF, XRF)
- Reduced fare monthly pass (R, XR)

- Full fare monthly pass (A, X)

Mobile App

UTA has not started development of the new mobile app, however, the tickets that are expected to be replaced by pre-paid, reloadable accounts are listed below. This information may slightly change as the new mobile app gets developed.

1. Day Pass
2. One-way (full or reduced fare)
3. One-way FrontRunner (full or reduced fare)
4. Monthly Regular (full or reduced fare)
5. Monthly Premium (full or reduced fare)
6. One-way Ski Pass, Seasonal (full or reduced fare)
7. Group Pass (premium pass for 4 people)
8. Riders License, Seasonal (discounted youth pass)
9. One-way Paratransit (passengers must pre-qualify)
10. Flex Route Deviation (flex route only)
11. Special Event Pass

Additional fare changes that are part of this proposal include:

- Paper transfers issued by bus operators will be eliminated. Currently, transfer credits are automatically applied for fare payment made with electronic fare media. Customers paying cash at the farebox will not receive a paper transfer. To receive a transfer credit, cash must be paid at TVMs, UTA customer service locations, or retailers by adding funds to a FAREPAY card.
- Route 628 (Layton Trolley) will move from zero to paid fare. In April 2025, the regular fare of \$2.50 will be required because the service agreement with Layton City will be terminated. The trolley-style bus route will be modified in the service plan, including route alignment (see above in Service Change section).
- Reduced fare discounts will only be available for customers using electronic fare media, cash payments made through the farebox will not be eligible for a discount. Customers paying with cash can add funds to an electronic card at TVMs, UTA customer service locations, and retailers.
- Reduced fare plastic ID cards will be phased out because they cannot be read or validated by the electronic card readers. Since this card is not compatible with the new back office it will be retired.

ALTERNATIVES:

Alternatively, the Board could request revisions to this proposal or to delay the proposed plan.

FISCAL IMPACT:

Service Fiscal Impacts: Projected increase of 912,979 miles per year and 83,775 hours per year, for an estimated increase in O&M expense of \$6,843,046 per year.

Fares Fiscal Impacts: Projected increase of \$86,000 in fare revenue.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 11/13/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Megan Waters, Community Engagement Director

TITLE:

Transit Education Overview

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

For this presentation, the Planning & Engagement Office is answering the question: "How does one learn to use the UTA system?" We will highlight a variety of programs and efforts from across the organization related to supporting current and future riders in learning, navigating, and successfully riding UTA public transit services.

DISCUSSION:

The discussion will include an overview of programs and efforts that support communities, riders, and potential future riders in learning UTA. The team will highlight:

- Travel Training Program
- Ambassador Programs
 - TRAX Ambassador Program
 - SGR/Event Ambassadors
 - Airport Customer Service Staff

- Customer Service Support
 - Community Engagement Support
 - Marketing and Communications Efforts
 - Fare Program Partners
 - Customer Experience Action Plan
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None