



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 9, 2025

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** Jared Scarbrough
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of March 26, 2025 Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Kim Shanklin
 - 2026 APTA Mobility in Salt Lake City
 - b. Strategic Plan Minute: Exceeding Customer Expectations - Establish Transit Connection Program Kim Shanklin
 - c. Financial Report - February 2025 Viola Miller
Brad Armstrong
 - d. Quarterly Disbursement Report - Non-inventory Vendors - Q4 2024 Eric Barrett
7. **Resolutions**
 - a. R2025-04-01 - Resolution Ratifying 2024 Expenditures and Disbursements and Granting 2025 Expenditure and Disbursement Authority to Non-Inventory Vendors Eric Barrett

8. Contracts, Disbursements and Grants

- | | | |
|----|--|--|
| a. | Contract: FAREPAY Service Contract (Interactive Communications International, Inc.) | Kensey Kunkel |
| b. | Contract: 2025 Rideshare Van Order (Larry H. Miller Chevrolet) | Kyle Stockley |
| c. | Contract: 2025 Rideshare Van Order (Tony Divino Toyota) | Kyle Stockley |
| d. | Contract: Police Vehicle Replacements (Young Auto Group) | Jason Petersen |
| e. | Contract: Police Vehicle Upfitting (Vehicle Lighting Solutions) | Jason Petersen |
| f. | Contract: Stipulation for Final Judgment - OGX Parcels 155-158 (Lex Rex Investments, LLC) | Paul Drake
Spencer Burgoyne |
| g. | Revenue Contract: Transit Transportation Investment Program Funds (TTIF) Cooperative Agreement for the 5600 West Bus Route Project (Utah Department of Transportation) | Jared Scarbrough
Tracy Young
Ethan Ray |
| h. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-003 - Rice Interlocking Construction (Stacy and Witbeck, Inc.) | Jared Scarbrough |
| i. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-021 - 2025 Other Track Material and Rail Procurement (Stacy and Witbeck, Inc.) | Jared Scarbrough
Jacob Wouden |
| j. | Change Order: Battery Electric Buses and Associated Charging Equipment Modification No. 07 - Charging Equipment for MVX (Gillig, LLC) | Jared Scarbrough
Hal Johnson |
| k. | Pre-Procurements
- Landscape Maintenance - Facilities
- Vendor Managed Inventory Services - Rail parts | Todd Mills |

9. Service and Fare Approvals

- | | | |
|----|---|-------------------------------|
| a. | Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE") | Jordan Eves
Rebecca Wilson |
|----|---|-------------------------------|

10. Budget and Other Approvals

- a. TBA2025-04-01 - Technical Budget Adjustment -
2025 Capital Program Daniel Hofer
Greg Andrews

11. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, April 23, 2025 at 9:00
A.M.

12. Closed Session

Chair Carlton Christensen

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

13. Open Session

Chair Carlton Christensen

14. Potential Action Item

- a. Settlement Agreement - Henshaw v UTA Brian Reeves
Mitch Nielsen

15. Adjourn

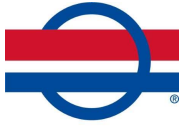
Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate formats 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://bit.ly/UTA_BOT_04-09-25 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 (one person's time may not be combined with another person's time).
 - o Distribution of handouts or other materials to meeting participants or attendees is not allowed.
 - o To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
- 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) – please specify that your comment is for the upcoming Board of Trustees meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, April 8th will be distributed to board members prior to

the meeting and added to the public record.

- 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: 4/9/2025

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

TITLE:

Approval of March 26, 2025 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the March 26, 2025, 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 Web Portal on Wednesday March 26, 2025 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/981871.html>](https://www.utah.gov/pmn/sitemap/notice/981871.html) and video feed is available through the [UTA Public Meeting Portal <https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243561&GUID=527A9FE6-55B4-45EB-83A8-A9CB5E6352BC>](https://rideuta.legistar.com/MeetingDetail.aspx?ID=1243561&GUID=527A9FE6-55B4-45EB-83A8-A9CB5E6352BC).

ATTACHMENTS:

1. 2025-03-26_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 26, 2025

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 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of March 12, 2025 Board Meeting Minutes

b. International Travel to Toronto, Canada for the 2025 WTS International Annual Conference

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

6. Reports**a. Executive Director Report****- UTA Recognition - Ron Halton Retirement - 49 years of service**

Jay Fox, UTA Executive Director, was joined by Patrick Preusser, UTA Chief Operating Officer, and Andres Colman, UTA Regional General Manager - Salt Lake Business Unit.

Preusser and Colman recognized Ron Halton, UTA Downtown Operations Supervisor, who is retiring after 49 years of service to the agency.

b. Strategic Plan Minute: Moving Utahns to a Better Quality of Life by Deploying UTA's Sustainability Program

Jay Fox highlighted UTA's sustainability program milestones, which include completing a sustainability audit, forming a sustainability plan, improving energy efficiency at the Warm Springs facility, and recommitting to recycling across the organization.

c. Pension Committee Report

Jeff Acerson, UTA Trustee, reviewed information shared in a recent UTA Pension Committee meeting, including a comparison of current portfolio allocations to policy targets, annual returns, and asset class performance as of January 31, 2025. Overall, long-term performance of the pension portfolio remains strong.

Discussion on the potential impact of possible tariffs on the long-term value of the fund, and fixed-income and fixed income investments ensued.

7. Resolutions**b. R2025-03-02 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for the Benefit Year Beginning May 1, 2025 Ending April 30, 2026**

(Resolutions were addressed in the following order during the meeting: R2025-03-02, R2025-03-01, R2025-03-03.)

Ann Green-Barton, UTA Chief People Officer, outlined the resolution, which authorizes continuation of employee-paid benefit programs for the benefit year beginning May 1, 2025, and ending April 30, 2026. Vendors and benefits covered by the resolution include National Benefits Services (flexible spending accounts, limited flexible spending accounts, and dependent care assistance program), EMI Health (vision hardware insurance benefits), and VOYA (group accident, critical illness, and hospital indemnity supplemental benefits).

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

a. **R2025-03-01 - Resolution Adopting Service Design Standards**

Nichol Bourdeaux was joined by Eric Callison, UTA Manager of Service Planning.

Callison summarized the resolution, which adopts service design standards for UTA. The standards include the benefits of and key considerations for transit service, service planning process, service tiers, and best practices and standards for bus stop placement.

Discussion ensued. Questions on managing service that falls below the standard and including service standards in the new Community Transit Toolkit, which Bourdeaux noted would be made available online, were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. **R2025-03-03 - Resolution Ratifying 2024 Expenditure and Disbursement Authority for Light Rail Vehicle Parts Purchases and Approving an Increase in 2025 Bus Vehicle Parts Expenditure and Disbursement Authority**

Viola Miller, UTA Chief Financial Officer, was joined by Todd Mills, UTA Director of Supply Chain.

Staff summarized the resolution, which ratifies 2024 expenditure and disbursement authority for light rail vehicle parts purchases and approves an increase in 2025 bus vehicle parts expenditure and disbursement authority. The ratification for light rail parts is for an additional \$543,455 in 2024 disbursements that exceeded the board's prior authorization of \$10,000,000 (see R2024-02-01). The increase related to bus vehicle parts is for an additional \$2,850,000 over the board's prior authorization of \$7,000,000 (see R2024-12-08).

Miller noted process improvements have been implemented to decrease the likelihood of spending beyond approved authority in the future.

Discussion ensued. Questions on parts ordering controls, process improvements, and market impacts on product delivery were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Reports**a. Quarterly Disbursement Report - Vehicle Parts Inventory Vendors - Q4 2024**

Viola Miller was joined Todd Mills.

Mills provided information on annual disbursements versus authorizations through the fourth quarter of 2024:

- Bus parts: \$8,499,677 total expenditure / \$8,550,000 annual authorization
- Light rail vehicle parts: \$10,543,455 total expenditure / \$10,000,000 annual authorization (discrepancy addressed in R2025-03-03)
- Commuter rail vehicle parts: \$3,622,638 total expenditure / \$5,000,000 annual authorization
- All parts total: \$22,665,770 total expenditure / \$24,093,455 annual authorization

9. Contracts, Disbursements and Grants**a. Contract: Microsoft Power Apps and Power Automate Add-on (SHI International Corp.)**

Kyle Brimley, UTA IT Director, was joined by Alisia Wixom, UTA Enterprise Applications Manager.

Brimley requested the board approve a \$533,955.35 contract with SHI International Corp. for Microsoft Power Apps and Power Automate Add-on licenses. The contract term is April 1, 2025, through April 30, 2027.

Discussion ensued. Questions on the program purpose were 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.

b. Contract: JD Edwards Support (Allari, Inc.)

Kyle Brimley requested the board approve a \$232,875 contract with Allari, Inc. for JD Edwards support. The contract has a base term of one year with two one-year extensions. (Note: Brimley mentioned typographical errors on one of the documents in the meeting packet in which the number 8 appears in place of dollar signs.)

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: Powertrain Replacement and Repair - Cummins Engines (Cummins, Inc.)

Kyle Stockley, UTA Manager of Capital Vehicles, requested the board approve a not-to-exceed \$5,000,000 contract with Cummins, Inc. for the repair or replacement of

Cummins bus engines in approximately 350 vehicles. The contract has a five-year term.

Discussion ensued. A question on engine lifespan was posed by the board and answered by Stockley.

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. Contract: Reimbursement Agreement - Relocation of Underground Fiber Line at Provo Intermodal Center (AT&T Corp.)

David Hancock, UTA Chief Capital Services Officer, requested the board approve a \$240,589.34 contract with AT&T Corp. for the relocation of an underground fiber optic line at the Provo Intermodal Hub. Hancock noted the work has already been performed.

Discussion ensued during which Hancock explained the nature of the unreported liability.

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

e. Contract: Operator Restrooms - West Jordan Center Station (Landmark Companies, Inc.)

David Hancock requested the board approve a not-to-exceed \$851,326.99 contract with Landmark Companies, Inc. for the installation of a prefabricated restroom at the West Jordan City Center Station.

Discussion ensued. Questions on utilizing the state contract for the procurement and future plans for purchasing prefabricated restrooms were posed by the board and answered by Hancock.

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

f. Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-006 - 500 South Grade Crossing Replacement (Stacy and Witbeck, Inc.)

David Hancock was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager.

Hancock requested the board approve a \$569,173 change order to the contract with Stacy and Witbeck, Inc. for replacement of the TRAX grade crossing located at 500 South Main Street in Salt Lake City. The total contract value, including the change order, is \$8,896,711.

Discussion ensued. Questions on traffic control plans, project completion timelines, utilities considerations, and grade crossing replacement lifespan were posed by the board and answered by staff.

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

g. Change Order: ADA Accessible Rolling Stock Purchase Modification No. 2 (Creative Bus Sales, Inc.)

Tracy Young, UTA Grants Director, was joined by Christy Allen, UTA Coordinated Mobility Manager.

Staff requested the board approve a \$1,260,000 change order to the contract with Creative Bus Sales, Inc. for the purchase of 12 transit vans to be provided to 5310 program subrecipients. The total contract value, including the change order, is \$2,866,271. The purchase is funded through 5310 grants.

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

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

h. Change Order: Supplemental Transportation Services Contract Service Order No. 2 - Bus Bridge Service for State of Good Repair Rail Projects and On-Call Services (Innovative Transportation Solutions, Inc., dba The Driver Provider)

Hal Johnson, UTA Director of Innovative Mobility Solutions, was joined by Jacob Wouden.

Johnson requested the board approve a not-to-exceed \$1,500,000 change order to the contract with Innovative Transportation Solutions, Inc., dba The Driver Provider, to provide supplemental bus service necessitated by state of good repair rail projects and on-call services through the end of 2025. The total contract value, including the change order, is \$3,157,967.

Discussion ensued. A question on bus service for affected TRAX stations was posed by the board and answered by staff. Chair Christensen recommended urging customers to transfer and take FrontRunner to North Temple Station to avoid the construction.

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

**i. Pre-Procurements
- Rideshare Autobody Contract Pool**

Todd Mills was joined by Matthew Harrison, Supervisor of Maintenance - Vanpool.

Mills indicated the agency intends to procure the services outlined on the meeting agenda.

Discussion ensued. Questions on monitoring driver behaviors and contracted service locations were posed by the board and answered by staff.

10. Discussion Items

a. 2024 UTA On Board Survey

Nichol Bourdeaux was joined by Alex Beim, UTA Acting Planning Director.

Beim described the On Board Survey purpose, methodology, and results.

Discussion ensued. Questions on the timeline for receiving On Board Survey results, survey sample targets, and survey dates were posed by the board and answered by staff. Chair Christensen recommended the On Board Survey results be shared with the Wasatch Front Regional Council and Mountainland Association of Governments.

b. Fare Revenue Update

Brian Reeves, UTA Associate Chief Financial Officer, was joined by Monica Howe, UTA Fares Director.

Reeves discussed fare revenue by group (contracts, public fares, and special services) and reviewed fare revenue and trip statistics. He also reviewed the history of fare media and future plans for the fares program.

Discussion ensued. Questions on options for capturing accurate ridership (in the context of revenue contracts) and paper fare media were posed by the board and answered by staff. Trustee Acerson requested information on fare collection in Utah County, particularly on the UVX line.

11. Other Business

- a. Next Meeting: Wednesday, April 9, 2025 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss:

- Real Property, in Accordance with Utah Code 52-4-205(1)(d) and (e)

Chair Christensen indicated there were matters to be discussed in closed session related to real property in accordance with Utah Code 52-4-205(1)(d) and (e). A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:54 a.m.

The meeting reconvened in closed session at 11:10 a.m.

13. Open Session

Chair Christensen reconvened the meeting in open session at 11:40 a.m.

14. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:40 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/981871.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/356?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



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Kim Shanklin, Chief of Staff

TITLE:

Executive Director Report
- 2026 APTA Mobility in Salt Lake City

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Kim Shanklin, Chief of Staff, will provide the following:
- 2026 APTA Mobility in Salt Lake City



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/9/2025

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

TITLE:

Strategic Plan Minute: Exceeding Customer Expectations - Establish Transit Connection Program

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 priorities - Quality of Life, Customer Expectations, Organizational Excellence, Community Support, and Economic Return.

DISCUSSION:

Our Exceeding Customer Expectations strategic priority focuses on putting our customers first by providing an easy, enjoyable and accessible transit experience where they feel engaged, safe and cared about. Our TRAX Ambassador program creates a way for us to deliver on the positive feelings about their customer journey while using UTA. This strategic minute will highlight how we are shifting from our pilot program in 2024 to formalizing and establishing the Transit Connection Program and the results thus far in 2025.

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: 4/9/2025

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

TITLE:

Financial Report - February 2025

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 expenses to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual reports to be included in the monthly financial report. The February 2025 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 February 2025 Monthly Financial Statements.

DISCUSSION:

At the April 9, 2025, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. The Chief Financial Officer will also present key metrics in Accounting, Supply Chain, and Fares and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- February 2025 Board Dashboard
- February 2025 Monthly Financial Statements

Utah Transit Authority

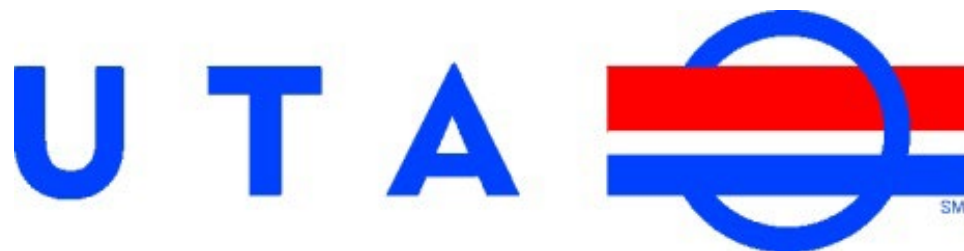
Board Dashboard: Feb 28, 2025

Financial Metrics	Feb Actual	Feb Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (Jan '25 mm \$)	\$ 37.8	\$ 36.5	\$ 1.31	● 3.6%	\$ 37.8	\$ 36.5	\$ 1.31	● 3.6%
Fare Revenue (mm)	\$ 3.6	\$ 2.6	\$ 1.02	● 40.2%	\$ 6.7	\$ 5.6	\$ 1.14	● 20.6%
Operating Exp (mm)	\$ 33.5	\$ 37.9	\$ 4.42	● 11.7%	\$ 69.7	\$ 76.5	\$ 6.81	● 8.9%
Subsidy Per Rider (SPR)	\$ 9.16	\$ 10.21	\$ 1.05	● 10.3%	\$ 9.40	\$ 10.21	\$ 0.81	● 7.9%
UTA Diesel Price (\$/gal)	\$ 2.41	\$ 3.60	\$ 1.19	● 33.0%	\$ 2.38	\$ 3.60	\$ 1.22	● 34.0%
Operating Metrics	Feb Actual	Feb-24	F / (UF)	%	YTD Actual	YTD 2024	F / (UF)	%
Ridership (mm)	3.27	3.27	0.0	● 0.0%	6.70	6.46	0.2	● 3.7%
Energy Cost by Type (Monthly Avg YTD)								
	Diesel Bus (Cost per Mile)				\$ 0.46			
	Diesel CR (Cost per Mile)				\$ 3.43			
	Unleaded Gas (Cost per Mile)				\$ 0.77			
	CNG (Cost per Mile)				\$ 0.38			
	Bus Propulsion Power (Cost per Mile)				\$ 0.26			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.54			

"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)

February 28, 2025



**KEY ITEM REPORT
(UNAUDITED)
As of February 28, 2025**

EXHIBIT 1-1

	2025 YTD ACTUAL	2025 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (7,059,445)	\$ (5,948,172)	\$ 1,111,272	19%
2 Operating Expenses	69,692,796	76,501,175	6,808,379	9%
3 Net Operating Income (Loss)	(62,633,351)	(70,553,003)	7,919,651	11%
4 Capital Revenue	(10,533,554)	(38,986,167)	(28,452,613)	-73%
5 Capital Expenses	17,291,962	55,038,500	37,746,538	69%
6 Net Capital Income (Loss)	(6,758,408)	(16,052,333)	9,293,925	58%
7 Sales Tax	(72,354,789)	(36,529,466)	35,825,323	98%
8 Other Revenue	(11,543,057)	(7,693,250)	3,849,807	50%
9 Debt Service	9,751,643	6,472,552	(3,279,091)	-51%
10 Sale of Assets	(237,802)	-	237,802	
11 Net Non-Operating Income (Loss)	74,384,005	37,750,164	36,633,841	97%
12 Contribution to Cash Balance	\$ 4,992,246	\$ (48,855,172)	\$ 53,847,418	110%
13 Amortization	1,516,013			
14 Depreciation	22,098,388			
15 Total Non-cash Items	\$ 23,614,401			

STATISTICS

RIDERSHIP

2024 YE Actual	<u>Feb 2025</u>	<u>Feb 2024</u>	<u>Difference</u>	<u>2025 YTD</u>	<u>2024 YTD</u>	<u>Difference</u>
16 40,478,945	3,267,042	3,266,222	820	6,702,282	6,461,611	240,671

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 69,692,796
18 Less: Passenger Revenue	- (6,701,111)
19 Subtotal	62,991,685
20 Divided by: Ridership	÷ 6,702,282
21 Subsidy per Rider	<u>\$ 9.40</u>

**SUMMARY FINANCIAL DATA
(UNAUDITED)**

EXHIBIT 1-2

As of February 28, 2025

BALANCE SHEET

	<u>2/28/2025</u>	<u>2/28/2024</u>	Change January
CURRENT ASSETS			
1 Cash	\$ 23,290,842	\$ 19,016,916	22%
2 Investments (Unrestricted)	345,110,554	482,438,423	-28%
3 Investments (Restricted)	135,309,594	119,592,873	13%
4 Receivables	90,934,670	101,488,268	-10%
5 Receivables - Federal Grants	318,932	1,436,887	-78%
6 Inventories	48,063,560	45,418,287	6%
7 Prepaid Expenses	2,079,867	1,521,958	37%
8 TOTAL CURRENT ASSETS	<u>\$ 645,108,019</u>	<u>\$ 770,913,611</u>	
9 Property, Plant & Equipment (Net)	2,950,299,167	2,933,562,338	1%
10 Other Assets	120,936,170	165,708,773	-27%
11 TOTAL ASSETS	<u>\$ 3,716,343,356</u>	<u>\$ 3,870,184,722</u>	
12 Current Liabilities	118,220,579	\$ 66,002,086	79%
14 Net Pension Liability	142,283,669	166,224,640	-14%
15 Outstanding Debt	2,198,251,094	2,272,879,625	-3%
16 Net Investment in Capital Assets	859,545,803	800,598,937	7%
17 Restricted Net Position	95,075,250	98,428,090	-3%
18 Unrestricted Net Position	302,966,961	466,051,343	-35%
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,716,343,356</u>	<u>\$ 3,870,184,722</u>	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	\$ 67	\$ 63	6%
21 2019 Bond Proceeds	4,696	695,380	-99%
22 Debt Service Interest Payable	59,542,090	53,690,906	-95%
23 Risk Contingency Fund	8,195,783	8,158,179	3%
24 Catastrophic Risk Reserve Fund	1,168,915	1,136,990	3%
25 Box Elder County ROW (sales tax)		3,278,330	676%
26 Utah County 4th Qtr (sales tax)	25,952,436	16,265,192	
27 Amounts held in escrow	40,440,077	36,346,972	27%
28 TOTAL RESTRICTED RESERVES	<u>\$ 135,304,063</u>	<u>\$ 119,572,011</u>	
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	45,616,000	45,616,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 159,733,000</u>	<u>\$ 159,733,000</u>	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 295,037,063</u>	<u>\$ 279,305,011</u>	

**SUMMARY FINANCIAL DATA
(UNAUDITED)**

EXHIBIT 1-3

As of February 28, 2025

REVENUE & EXPENSES

	ACTUAL Feb-25	ACTUAL Feb-24	YTD 2025	YTD 2024
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,575,942)	\$ (2,966,985)	\$ (6,701,111)	\$ (7,245,440)
2 Advertising Revenue	(179,167)	(387,000)	(358,333)	(387,000)
3 TOTAL OPERATING REVENUE	\$ (3,755,109)	\$ (3,353,985)	\$ (7,059,445)	\$ (7,632,440)
OPERATING EXPENSE				
4 Bus Service	\$ 12,230,762	\$ 11,293,838	\$ 26,158,289	\$ 23,624,500
5 Commuter Rail	1,634,819	2,485,527	4,243,331	5,007,240
6 Light Rail	3,999,269	3,639,795	8,632,367	8,174,508
7 Maintenance of Way	2,016,410	1,648,744	3,445,859	3,542,348
8 Paratransit Service	2,210,313	2,373,723	4,633,819	4,585,146
9 RideShare/Van Pool Services	290,840	263,553	700,624	514,707
10 Microtransit	1,367,540	206,507	1,736,323	659,511
11 Operations Support	5,157,146	5,324,968	10,687,443	10,961,844
12 Administration	4,589,727	3,904,994	9,454,680	8,783,537
13 Non-Departmental		-	60	-
14 TOTAL OPERATING EXPENSE	\$ 33,496,826	\$ 31,141,650	\$ 69,692,796	\$ 65,853,342
15 NET OPERATING (INCOME) LOSS	\$ 29,741,717	\$ 27,787,665	\$ 62,633,351	\$ 58,220,902
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(1,345,551)	(2,128,719)	(3,414,765)	(5,490,161)
17 Sales Tax Revenue ¹	(35,825,323)	(34,954,094)	(72,354,789)	(69,057,934)
18 Other Revenue	(614,784)	(695,514)	(1,441,802)	(1,373,495)
19 Fed Operations/Preventative Maint. Revenue	(208,566)	2,031	(6,686,489)	2,047
20 Bond Interest	4,611,081	6,069,913	9,222,162	12,139,826
21 Bond Interest UTCT	148,357	148,357	296,714	296,714
22 Bond Cost of Issuance/Fees	(23,500)	1,300	(23,500)	44,800
23 Lease Interest	10,594	169,494	256,267	304,428
24 Sale of Assets	(232,552)	(18,875)	(237,802)	(35,375)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (33,480,244)	\$ (31,406,107)	\$ (74,384,005)	\$ (63,169,150)
26 CONTRIBUTION TO RESERVES	\$ 3,738,527	\$ 3,618,443	\$ 11,750,654	\$ 4,948,249
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(339,685)	(688,093)	(679,370)
28 Bond Refunding Cost Amortization	1,102,053	1,242,599	2,204,106	2,485,197
29 Future Revenue Cost Amortization	-	67,576	-	135,152
30 Depreciation	10,131,037	11,369,376	22,098,388	23,143,631
31 NET OTHER EXPENSES (NON-CASH)	\$ 10,889,044	\$ 12,339,866	\$ 23,614,401	\$ 25,084,610

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

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of February 28, 2025

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Feb-25	Feb-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,575,942)	\$ (2,551,322)	\$ 1,024,620	40%
2 Advertising Revenue	(179,167)	(195,917)	(16,750)	-9%
3 TOTAL OPERATING REVENUE	<u>\$ (3,755,109)</u>	<u>\$ (2,747,239)</u>	<u>\$ 1,007,870</u>	37%
OPERATING EXPENSE				
4 Bus Service	\$ 12,230,762	12,934,963	\$ 704,201	-5%
5 Commuter Rail	1,634,819	2,721,031	1,086,212	-40%
6 Light Rail	3,999,269	4,287,516	288,247	-7%
7 Maintenance of Way	2,016,410	1,871,022	(145,388)	8%
8 Paratransit Service	2,210,313	2,484,864	274,551	-11%
9 RideShare/Van Pool Services	290,840	336,139	45,299	-13%
10 Microtransit	1,367,540	1,400,877	33,337	-2%
11 Operations Support	5,157,146	5,759,129	601,983	-10%
12 Administration	4,589,727	6,121,134	1,531,407	-25%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	<u>\$ 33,496,826</u>	<u>\$ 37,916,675</u>	<u>\$ 4,419,849</u>	-12%
15 NET OPERATING (INCOME) LOSS	<u>\$ 29,741,717</u>	<u>\$ 35,169,436</u>	<u>\$ 5,427,719</u>	-15%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (1,345,551)	\$ (423,750)	\$ 921,801	218%
17 Sales Tax Revenue	(35,825,323)	(35,825,324)	(1)	0%
18 Other Revenue	(614,784)	(1,235,500)	(620,716)	-50%
19 Fed Operations/Preventative Maint. Revenue	(208,566)	(6,034,000)	(5,825,434)	-97%
20 Bond Interest	4,611,081	6,049,457	1,438,376	-24%
21 Bond Interest UTCT	148,357	139,793	(8,564)	6%
22 Bond Cost of Issuance/Fees	(23,500)	-	23,500	
23 Lease Interest	10,594	283,303	272,709	-96%
24 Sale of Assets	(232,552)	-	232,552	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (33,480,244)</u>	<u>\$ (37,046,022)</u>	<u>\$ (3,565,778)</u>	-10%
26 CONTRIBUTION TO RESERVES	<u>\$ 3,738,527</u>	<u>\$ 1,876,586</u>		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of February 28, 2025**

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	ORIGINAL	AMENDED	VARIANCE	%
	Feb-25	Feb-25	BUDGET	BUDGET	FAVORABLE	FAVORABLE
			TOTAL	TOTAL	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE						
1 Board of Trustees	\$ 240,140	\$ 314,069	\$ 3,768,864	\$ 3,768,864	\$ 73,929	24%
2 Executive Director	608,230	628,222	\$ 7,538,842	7,538,842	19,992	3%
3 Chief Communication Officer	182,350	403,498	\$ 4,842,106	4,842,106	221,148	55%
4 Chief Planning and Engagement Of	1,993,282	2,268,981	\$ 27,396,584	27,396,584	275,699	12%
5 Chief Finance Officer	1,323,606	1,619,681	\$ 19,667,986	19,667,986	296,075	18%
6 Chief Operating Officer	25,752,344	28,528,071	\$ 347,117,591	346,751,684	2,775,727	10%
7 Chief People Officer	585,443	1,153,978	\$ 13,868,057	13,868,057	568,535	49%
8 Chief Development Officer	448,007	677,787	\$ 8,183,427	8,183,427	229,780	34%
9 Chief Enterprise Strategy Officer	2,363,424	2,322,388	\$ 31,267,370	31,267,370	(41,036)	-2%
10 Non-Departmental		-	\$ 858,014	858,014	-	
11 TOTAL OPERATING EXPENSE	\$ 33,496,826	\$ 37,916,675	\$ 464,508,841	\$ 464,142,934	\$ 4,419,849	12%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Feb-24	Feb-24	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 463,859	\$ 628,138	\$ 164,279	26%
13 Executive Director	976,534	1,256,444	279,910	22%
14 Chief Communication Officer	367,084	806,996	439,912	55%
15 Chief Planning and Engagement Of	3,447,293	4,537,962	1,090,669	24%
16 Chief Finance Officer	2,709,856	3,239,452	529,596	16%
17 Chief Operating Officer	55,885,688	57,699,584	1,813,896	3%
18 Chief People Officer	1,538,996	2,307,956	768,960	33%
19 Chief Development Officer	1,065,140	1,355,574	290,434	21%
20 Chief Enterprise Strategy Officer	4,439,350	4,669,069	229,719	5%
21 Non-Departmental	60	-	(60)	
22 TOTAL OPERATING EXPENSE	\$ 70,893,860	\$ 76,501,175	\$ 5,607,315	7%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of February 28, 2025

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Feb-25	Feb-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (6,701,111)	\$ (5,556,339)	\$ 1,144,772	21%
2 Advertising Revenue	(358,333)	(391,833)	(33,500)	-9%
3 TOTAL OPERATING REVENUE	\$ (7,059,445)	\$ (5,948,172)	\$ 1,111,272	19%
OPERATING EXPENSE				
4 Bus Service	\$ 26,158,289	\$ 26,428,902	\$ 270,613	-1%
5 Commuter Rail	4,243,331	5,442,062	1,198,731	-22%
6 Light Rail	8,632,367	8,575,032	(57,335)	1%
7 Maintenance of Way	3,445,859	3,797,412	351,553	-9%
8 Paratransit Service	4,633,819	4,973,826	340,007	-7%
9 RideShare/Van Pool Services	700,624	672,278	(28,346)	4%
10 Microtransit	1,736,323	2,801,754	1,065,431	-38%
11 Operations Support	10,687,443	11,482,102	794,659	-7%
12 Administration	9,454,680	12,327,807	2,873,127	-23%
13 Non-Departmental	60	-	(60)	
14 TOTAL OPERATING EXPENSE	\$ 69,692,796	\$ 76,501,175	\$ 6,808,379	-9%
15 NET OPERATING (INCOME) LOSS	\$ 62,633,351	\$ 70,553,003	\$ 7,919,651	-11%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (3,414,765)	\$ (847,500)	\$ 2,567,265	303%
17 Sales Tax Revenue	(72,354,789)	(72,354,790)	(1)	0%
18 Other Revenue	(1,441,802)	(2,471,000)	(1,029,198)	-42%
19 Fed Operations/Preventative Maint. Revenue	(6,686,489)	(12,068,000)	(5,381,511)	-45%
20 Bond Interest	9,222,162	12,098,913	2,876,751	-24%
21 Bond Interest UTCT	296,714	279,585	(17,129)	6%
22 Bond Cost of Issuance/Fees	(23,500)	-	23,500	
23 Lease Interest	256,267	566,606	310,339	-55%
24 Sale of Assets	(237,802)	-	237,802	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (74,384,005)	\$ (74,796,186)	\$ (412,180)	-1%
26 CONTRIBUTION TO RESERVES	\$ 11,750,654	\$ 4,243,183		

**CAPITAL PROJECTS
(UNAUDITED)
As of February 28, 2025**

EXHIBIT 1-6

	2025 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 Capital Services	14,313,207	\$ 276,029,000	5.2%
2 Enterprise Strategy	1,521,951	15,809,000	9.6%
3 Executive Director (Safety)	35,559	1,996,000	1.8%
4 Finance	613,481	21,211,000	2.9%
5 Operations	127,861	9,700,000	1.3%
6 People	691,616	2,145,000	32.2%
7 Planning & Engagement	(11,713)	3,341,000	-0.4%
9 TOTAL	<u>17,291,962</u>	<u>\$ 330,231,000</u>	5.2%
REVENUES			
10 GRANT	\$ 10,223,899	\$ 127,571,000	8.0%
11 STATE CONTRIBUTION	221,859	45,619,000	0.5%
12 LEASES (PAID TO DATE)		32,652,000	0.0%
13 BONDS		23,055,000	0.0%
14 LOCAL PARTNERS	87,795	5,020,000	1.7%
15 UTA FUNDING	6,758,408	96,314,000	7.0%
16 TOTAL	<u>17,291,962</u>	<u>\$ 330,231,000</u>	5.2%

**FAREBOX RECOVERY & SPR
(UNAUDITED)
As of February 28, 2025**

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Feb-25	Feb-24	2025	2024
UTA				
Fully Allocated Costs	33,496,826	31,141,650	69,692,736	65,853,642
Passenger Farebox Revenue	3,575,942	2,966,985	6,701,111	7,245,440
Passengers	3,267,042	3,266,222	6,702,282	6,461,611
Farebox Recovery Ratio	10.7%	9.5%	9.6%	11.0%
Actual Subsidy per Rider	\$9.16	\$8.63	\$9.40	\$9.07
BUS SERVICE				
Fully Allocated Costs	16,975,070	15,766,679	35,961,182	33,208,804
Passenger Farebox Revenue	1,754,304	1,289,006	3,078,565	2,596,050
Passengers	1,662,611	1,687,638	3,400,857	3,334,491
Farebox Recovery Ratio	10.3%	8.2%	8.6%	7.8%
Actual Subsidy per Rider	\$9.15	\$8.58	\$9.67	\$9.18
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,327,933	7,481,237	16,882,060	16,406,705
Passenger Farebox Revenue	775,854	591,734	1,382,681	1,227,593
Passengers	1,029,909	1,039,064	2,141,714	2,051,332
Farebox Recovery Ratio	9.3%	7.9%	8.2%	7.5%
Actual Subsidy per Rider	\$7.33	\$6.63	\$7.24	\$7.40
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,422,842	4,173,287	7,912,618	8,624,565
Passenger Farebox Revenue	486,926	420,311	780,473	866,078
Passengers	326,222	322,540	664,598	651,335
Farebox Recovery Ratio	14.2%	10.1%	9.9%	10.0%
Actual Subsidy per Rider	\$9.00	\$11.64	\$10.73	\$11.91
MICROTRANSIT				
Fully Allocated Costs	1,495,041	328,159	1,999,867	918,957
Passenger Farebox Revenue	62,395	34,115	101,048	76,481
Passengers	49,284	43,924	102,830	86,010
Farebox Recovery Ratio	4.2%	10.4%	5.1%	8.3%
Actual Subsidy per Rider	\$29.07	\$6.69	\$18.47	\$9.80
PARATRANSIT				
Fully Allocated Costs	2,651,165	2,804,525	5,543,923	5,502,442
Passenger Farebox Revenue	116,013	312,489	672,096	1,818,872
Passengers	73,517	78,203	154,916	155,786
Farebox Recovery Ratio	4.4%	11.1%	12.1%	33.1%
Actual Subsidy per Rider	\$34.48	\$31.87	\$31.45	\$23.65
RIDESHARE				
Fully Allocated Costs	624,776	587,762	1,393,086	1,192,169
Passenger Farebox Revenue	380,450	319,329	686,248	660,366
Passengers	125,498	94,853	237,367	182,657
Farebox Recovery Ratio	60.9%	54.3%	49.3%	55.4%
Actual Subsidy per Rider	\$1.95	\$2.83	\$2.98	\$2.91

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of February 28, 2025

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Feb-25	Feb-24	2025	2024
FULLY ALLOCATED COSTS				
Bus Service	\$16,975,070	\$15,766,679	\$35,961,182	\$33,208,804
Light Rail Service	\$8,327,933	\$7,481,237	\$16,882,060	\$16,406,705
Commuter Rail Service	\$3,422,842	\$4,173,287	\$7,912,618	\$8,624,565
Microtransit	\$1,495,041	\$328,159	\$1,999,867	\$918,957
Paratransit	\$2,651,165	\$2,804,525	\$5,543,923	\$5,502,442
Rideshare	\$624,776	\$587,762	\$1,393,086	\$1,192,169
UTA	\$33,496,826	\$31,141,650	\$69,692,736	\$65,853,642
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,754,304	\$1,289,006	\$3,078,565	\$2,596,050
Light Rail Service	\$775,854	\$591,734	\$1,382,681	\$1,227,593
Commuter Rail Service	\$486,926	\$420,311	\$780,473	\$866,078
Microtransit	\$62,395	\$34,115	\$101,048	\$76,481
Paratransit	\$116,013	\$312,489	\$672,096	\$1,818,872
Rideshare	\$380,450	\$319,329	\$686,248	\$660,366
UTA	\$3,575,942	\$2,966,985	\$6,701,111	\$7,245,440
PASSENGERS				
Bus Service	1,662,611	1,687,638	3,400,857	3,334,491
Light Rail Service	1,029,909	1,039,064	2,141,714	2,051,332
Commuter Rail Service	326,222	322,540	664,598	651,335
Microtransit	49,284	43,924	102,830	86,010
Paratransit	73,517	78,203	154,916	155,786
Rideshare	125,498	94,853	237,367	182,657
UTA	3,267,042	3,266,222	6,702,282	6,461,611
FAREBOX RECOVERY RATIO				
Bus Service	10.3%	8.2%	8.6%	7.8%
Light Rail Service	9.3%	7.9%	8.2%	7.5%
Commuter Rail Service	14.2%	10.1%	9.9%	10.0%
Microtransit	4.2%	10.4%	5.1%	8.3%
Paratransit	4.4%	11.1%	12.1%	33.1%
Rideshare	60.9%	54.3%	49.3%	55.4%
UTA	10.7%	9.5%	9.6%	11.0%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$9.15	\$8.58	\$9.67	\$9.18
Light Rail Service	\$7.33	\$6.63	\$7.24	\$7.40
Commuter Rail Service	\$9.00	\$11.64	\$10.73	\$11.91
Microtransit	\$29.07	\$6.69	\$18.47	\$9.80
Paratransit	\$34.48	\$31.87	\$31.45	\$23.65
Rideshare	\$1.95	\$2.83	\$2.98	\$2.91
UTA	\$9.16	\$8.63	\$9.40	\$9.07

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of February 28, 2025

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 318,932	\$ 318,932	-	-	-	-
2 Sales Tax Contributions	87,820,699	35,407,953	\$ 52,412,746	-	-	-
3 Warranty Recovery	1,360,113	1,360,113	-	-	-	-
4 Build America Bond Subsidies	-	-	-	\$ -	\$ -	\$ -
5 Product Sales and Development	4,983,192	3,874,285	12,208	214,215	5,784	876,699
6 Pass Sales	(185,053)	(90,593)	1,615	43	(553)	(95,565)
7 Property Management	186,222	24,424	6,315	0	19,732	135,752
8 Vanpool/Rideshare	269,317	141,952	44,249	35,976	10,557	36,583
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	8,091,687	-	7,190,282	-	651,404	250,000
12 Other	13,520,793	(2,085,496)	7,501	3,796	1,649	358,932
13 Total	\$ 116,889,822	\$ 39,475,490	\$ 59,674,917	\$ 254,030	\$ 688,573	\$ 1,562,400

Percentage Due by Aging

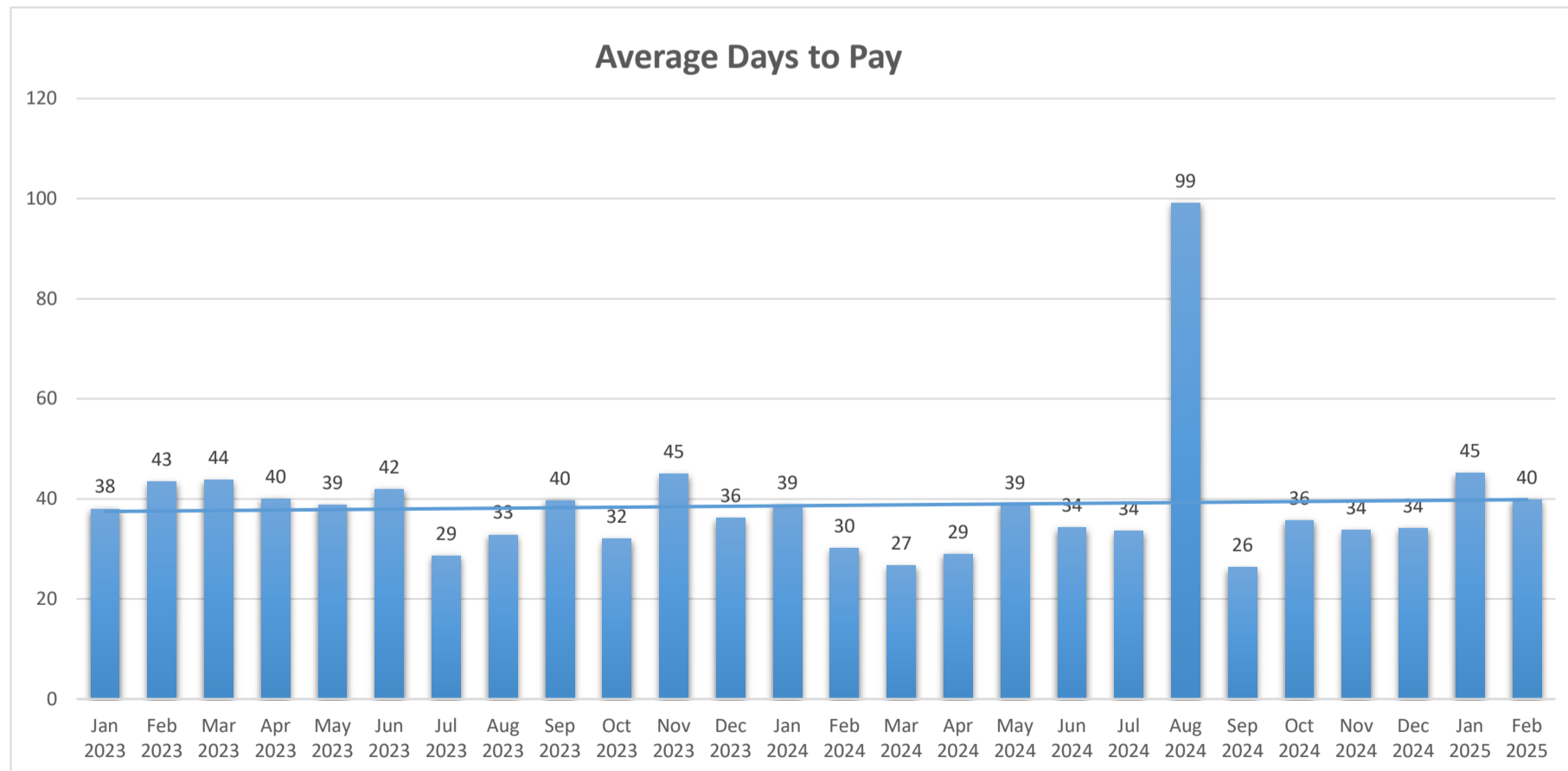
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	40.3%	59.7%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	77.7%	0.2%	4.3%	0.1%	17.6%
19 Pass Sales	49.0%	-0.9%	0.0%	0.3%	51.6%
20 Property Management	13.1%	3.4%	0.0%	10.6%	72.9%
21 Vanpool/Rideshare	52.7%	16.4%	13.4%	3.9%	13.6%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	0.0%	88.9%	0.0%	8.1%	3.1%
25 Other	-15.4%	0.1%	0.0%	0.0%	2.7%
26 Total		33.8%	51.1%	0.2%	0.6%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM JAN 1, 2025 THROUGH JAN 31, 2025
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2024-10-03 Pension Contribution	10/23/2024	Cambridge Associates, LLC.	388486	2/7/2025	(1,299,505.31)
R2025-01-02 Pension Contribution	10/23/2024	Cambridge Associates, LLC.	388758	2/21/2025	(1,249,712.51)
02403849 S-Line PDB Phase 1	10/28/2024	Kiewit Infrastructure West Co.	902851	2/12/2025	(338,465.38)
00017313 Capital Projects	3/6/2024	Landmark Companies Inc	388553	2/12/2025	(224,024.67)
00172455 LOCOMOTIVE REMANUFACTURER	8/30/2018	MOTIVE POWER, LLC	903006	2/26/2025	(266,915.87)
00023310 RAIL CARS	8/30/2023	North County Transit District	903002	2/26/2025	(300,000.00)
02403819 TRAX Platform in South Jordan	5/8/2024	PAULSEN CONSTRUCTION, INC.	902852	2/12/2025	(327,221.44)
00213530 Insurance	4/26/2023	PEHP (Use for Admin)	903055	2/27/2025	(284,243.48)
00213530 Insurance	4/26/2023	PEHP (Use for Admin)	903055	2/27/2025	(280,180.87)
00213530 Insurance	4/26/2023	PEHP (Use for Admin)	903055	2/27/2025	(257,702.20)
R2024-10-03 UTILITIES	10/23/2024	ROCKY MOUNTAIN POWER	388684	2/19/2025	(539,126.58)
00172226 Transit Systems On-Call Contract	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	902854	2/12/2025	(455,932.00)
00172226 Transit Systems On-Call Contract	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	903005	2/26/2025	(281,448.00)
00213531 HEALTH INSURANCE	4/26/2023	SELECT HEALTH	902768	2/5/2025	(964,030.30)
00213531 HEALTH INSURANCE	4/26/2023	SELECT HEALTH	902769	2/5/2025	(973,532.20)
02003235 LIGHT RAIL VEHICLE REPAIRS	6/2/2020	Siemens Mobility Inc	902766	2/5/2025	(300,650.00)
02003235 LIGHT RAIL VEHICLE REPAIRS	6/2/2020	Siemens Mobility Inc	902766	2/5/2025	(271,227.00)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	902855	2/12/2025	(812,308.50)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	902855	2/12/2025	(256,320.56)
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	902855	2/12/2025	(201,700.00)
02438431 SUPPLEMENTAL SERVICE	9/22/2024	The Driver Provider	903003	2/26/2025	(345,650.81)
01903143 PARA SERVICE SOUTH	6/2/2020	UNITED WAY COMMUNITY SERV	903001	2/26/2025	(205,207.92)
00017225 Frount Runner Double track	12/4/2024	Utah Dept of Transportation (U	902765	2/5/2025	(500,200.00)
R2024-10-03 INCOME TAX	10/23/2024	UTAH ST TAX (WITHHOLDING ONLY)	388515	2/7/2025	(347,049.82)
R2025-01-02 INCOME TAX	10/23/2024	UTAH ST TAX (WITHHOLDING ONLY)	388789	2/21/2025	(331,329.03)
02033992 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	902767	2/5/2025	(496,768.44)
02033993 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	902767	2/5/2025	(507,301.36)
02033992 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	903009	2/26/2025	(563,511.10)
00203399 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	903009	2/26/2025	(245,507.64)
UT94-134VT-1 UNIFIED PLANNING WORK PROGRAM	10/10/2023	WASATCH FRONT REG COUNCIL	902764	2/5/2025	(309,000.00)
02403817 HR system	1/10/2024	Workday Inc	388683	2/19/2025	(685,305.00)
02403817 HR system	1/10/2024	Workday Inc	388840	2/26/2025	(274,838.00)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, CFO
PRESENTER(S): Eric Barrett, Deputy Comptroller

TITLE:

Quarterly Disbursement Report - Non-inventory Vendors - Q4 2024

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Review the quarterly disbursement report for Q4 2024. No action needed.

BACKGROUND:
The Board approved resolution R2025-01-02 authorizing disbursements for non-inventory payments in 2024. The resolution also requires a quarterly report to the Board on non-inventory disbursements. Payments have been made to vendors as scheduled. There were some disbursements made that surpassed the authorized Not to Exceed (NTE) thresholds that occurred in the last month of 2024.

DISCUSSION:
A report on non-inventory disbursement for Q4 2024 is attached to this memo for the Board's review.

Vendors that exceeded the NTE amounts include:

- Utah County Bond - Debt Service
- US Department of the Treasury - Payroll tax withholding
- Office of Recovery Services - Child support payments
- Utah Attorney General's Office - Legal Services
- FirstNet - Cellular Services

A request will be presented to the Board at this meeting in Resolution R2025-04-01 to Ratify the disbursements made to these non-inventory vendors in 2024 and to revise the NTE amounts for 2025 (presented separately).

ALTERNATIVES:

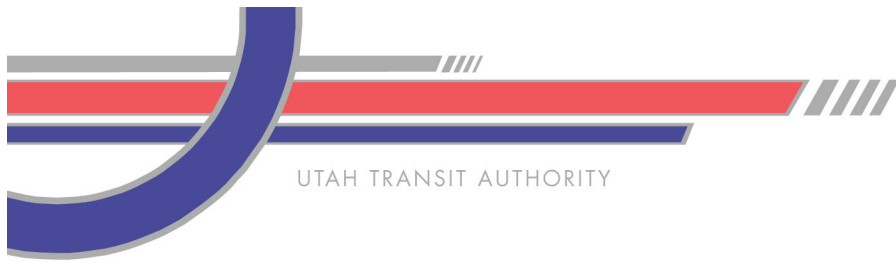
None

FISCAL IMPACT:

None

ATTACHMENTS:

2024 Non-Inventory Vendors - Q4 Disbursement Report



UTAH TRANSIT AUTHORITY



669 West 200 South

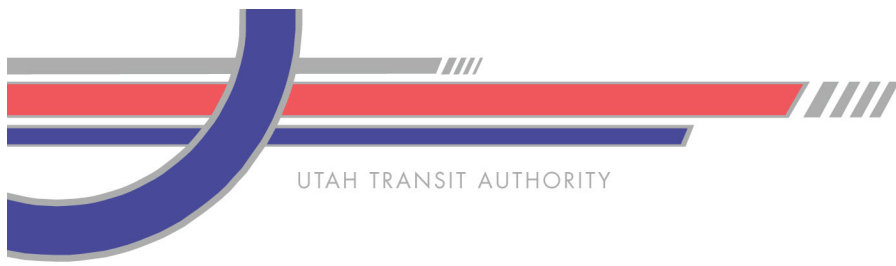
Salt Lake City, UT 84101

Quarterly Disbursement Report – Non-Inventory Vendors – Q4 2024

The Board approved resolution R2025-01-02 authorizing disbursements for non-inventory payments in 2024. The resolution also requires a quarterly report to the Board on non-inventory disbursements. This quarterly report for quarter four 2024 shows the final disbursement amounts for the non-inventory vendors for amounts greater than \$200,000. Note, there were five vendors (highlighted) which exceeded the approved Not to Exceed (NTE) values as of December 31, 2024.

In response to the over-payment for the aforementioned vendors, the Finance Team developed a control process that will restrict the Accounts Payable process from disbursing funds above the Board authorized NTE amounts. This process will adequately identify vendors which may require increased NTE amounts in order to seek timely Board authorization prior to payment.

A request to ratify these expenditures and revise the 2025 NTE amounts will follow in a separate agenda item.



Type	Vendor Name	Purpose	2024 as of 12/31/2024	2024 Not to Exceed
Payroll	Department Of The Treasury	Payroll Taxes	\$47,784,749	\$44,456,843
Payroll	UTA/ATU Joint Insurance Trust	Health Insurance (Collective Bargaining)	\$27,008,457	\$29,308,452
Payroll	Office of Recovery Services	Utah State Child Support	\$434,148	\$423,703
Payroll	Amalgamated Transit Union	Union Dues for Employees	\$789,419	\$901,290
Payroll	Utah St Tax (Withholding Only)	Payroll Taxes	\$8,721,337	\$10,191,722
Payroll	Vantagepoint Transfer Agents -	457 Plans	\$7,770,650	\$9,065,828
Payroll	Cambridge Associates, Llc.	Pension Contribution	\$32,526,839	\$33,121,439
Payroll	Mutual of America Life Ins.	457 Plans	\$4,445,755	\$6,761,588
Payroll	Utah-Idaho Teamsters Security	Health and Dental insurance Premiums and Union Dues for Employees	\$457,201	\$686,100
Debt	Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$3,374,692	\$2,565,910
Government	Utah Attorney General's Office	Legal Services	\$1,958,383	\$1,855,728
Utility	AT&T ++	Cellular Connection to Buses	\$508,405	\$563,385
Utility	Century Link (Qwest) +++	Internet Connection	\$246,115	\$485,599
Utility	Salt Lake City Corp	Electric, Water, and Sewer	\$103,433	\$253,979
Utility	Murray City Utilities	Electric, Water, and Sewer	\$626,187	\$630,219
Utility	Firstnet	Cellular Phone Contract	\$984,229	\$904,428
Utility	Rocky Mountain Power	Electricity	\$8,622,512	\$8,734,680
Utility	Enbridge Gas Utah(Dominion Energy/Questar)	Natural Gas	\$1,367,042	\$2,652,017





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, CFO
PRESENTER(S): Eric Barrett, Deputy Comptroller

TITLE:

R2025-04-01 - Resolution Ratifying 2024 Expenditures and Disbursements and Granting 2025 Expenditure and Disbursement Authority to Non-Inventory Vendors

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve resolution R2025-04-01 ratifying revised 2024 disbursement amounts and granting updated 2025 expenditure and disbursement authority to designated non-inventory vendors, as presented.

BACKGROUND:

The Utah Public Transit District Act (Utah Code §17B-2a-808.1(2)(v)) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000. Further, the Board of Trustees of UTA in its Board Policy 2.2 - Contracting Authority, Procurement and Grants further defined how contracts, change orders and disbursements must be approved by the Board. Specifically, Board Policy 2.2 (III)(D)(3) permits the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution.

On January 15, 2025, the Board of Trustees of the Authority (the "Board") passed Resolution R2025-01-02 Granting Expenditure and Disbursement Authority to Non-Inventory Vendors for calendar years 2024 and 2025.

DISCUSSION:

The proposed resolution requests the Board's authorization for:

- The disbursement for certain 2024 non-procurement expenditures, including the ratification of 2024 disbursement amounts that exceeded prior authorization given in Resolution R2025-01-02. These 2024 vendor disbursements are outlined in Exhibit A of the resolution.
- Expenditures anticipated in 2025 for certain non-inventory vendors defined in Exhibit B of the resolution. The not-to-exceed (NTE) amount authorized in this resolution has been increased from the original authorization in R2025-01-02 to account for anticipated 2025 expenses as compared to actual 2024 expenses.

These vendors represent obligations of the Authority to payroll, government or utility vendors.

The 2024 amounts that exceeded prior authorization and require the Board's ratification includes payments to:

- Utah Attorney General's Office for legal services
- US Department of Treasury for remittance of payroll taxes
- Utah County Bond Debt Service
- Utah Office of Recovery Services for Child Support payments withheld from employees
- FirstNet - Cellular services on Revenue Vehicles

The 2025 NTE amounts have been increased by 3.5% for operating expenditures and 4.00% for payroll related expenditures to mirror increases in the 2025 budget.

Like in 2024, a quarterly report on all non-inventory disbursements will be presented to the Board in a public meeting and will include year-to-date expenditures by vendor. Any disbursement amount anticipated to exceed the amount authorized in this resolution will be brought back to the Board for further consideration and approval prior to assuming the expenditure.

ALTERNATIVES:

If the Board does not enact this Resolution, future payments to the listed vendors will need to be presented individually to the Board for approval.

FISCAL IMPACT:

The disbursements authorized in this resolution for 2024 expenses (detailed in Exhibit A to the resolution) and for 2025 expenses (detailed in Exhibit B to the resolution) represent payments and disbursements for payroll, utility, and government vendor obligations and are accounted for in the Authority's adopted 2024 and 2025 budgets.

ATTACHMENTS:

- Resolution R2025-04-01

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY RATIFYING 2024 EXPENDITURES AND DISBURSEMENTS AND GRANTING 2025 EXPENDITURE AND DISBURSEMENT AUTHORITY TO NON-INVENTORY VENDORS

R2025-04-01

April 9, 2025

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; and

WHEREAS, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, Board Policy 2.2 – Contracting Authority, Procurement and Grants defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3)) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS, on January 15, 2025 the Board of Trustees of the Authority (the "Board") passed Resolution R2025-01-02 Granting 2024 and 2025 Expenditure and Disbursement Authority to Non-Inventory Vendors; and

WHEREAS, actual disbursements were made to vendors during 2024 in excess of the amounts approved in R2025-01-02 which require authorization and ratification; and

WHEREAS, the Board wishes to supersede Resolution R2025-01-02 with an updated version.

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

1. That Resolution R2025-01-02 Granting 2024 and 2025 Expenditure and Disbursement Authority to Non-Inventory Vendors is hereby superseded.
2. That the Board authorizes and ratifies 2024 expenses and disbursements to non-inventory vendors for the purpose and expenditure ranges described in Exhibit A,
3. That the Board authorizes 2025 expenses and disbursements to non-inventory vendors for the purposes and expenditure ranges described in Exhibit B.

R2025-04-01

1

4. That the Executive Director is authorized to approve payments to vendors in 2024 and 2025 for the purposes and expenditure ranges described in Exhibit A and B.
5. That a quarterly report on all 2025 non-inventory disbursements will be presented to the Board in a public meeting and will include the year-to-date expenditure made to each vendor.
6. That any non-inventory vendor expenditure or disbursement anticipated to exceed the amounts authorized in this Resolution shall be brought to the Board in advance of any obligation for further consideration and approval.
7. That the Board hereby ratifies any and all actions taken by Authority management, staff, and counsel in furtherance of and effectuating the intent of this Resolution.
8. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 9th day of April 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

(Corporate Seal)

Secretary of the Authority

Approved As To Form:

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

Exhibit A

2024 Disbursements Approved for Certain Vendors

Type	Vendor Name	Purpose	2024 as of 12/31/2024	2024 Not to Exceed
Payroll	Department of the Treasury	Payroll Taxes	\$47,784,749	\$47,784,749
Payroll	UTA/ATU Joint Insurance Trust	Health Insurance (Collective Bargaining)	\$27,008,457	\$29,308,452
Payroll	Office of Recovery Services	Utah State Child Support	\$434,148	\$434,148
Payroll	Amalgamated Transit Union	Union Dues for Employees	\$789,419	\$901,290
Payroll	Utah St Tax (Withholding Only)	Payroll Taxes	\$8,721,337	\$10,191,722
Payroll	Vantagepoint Transfer Agents	457 Plans	\$7,770,650	\$9,065,828
Payroll	Cambridge Associates, LLC.	Pension Contribution	\$32,526,839	\$33,121,439
Payroll	Mutual of America Life Ins.	457 Plans	\$4,445,755	\$6,761,588
Payroll	Utah-Idaho Teamsters Security	Health and Dental insurance Premiums and Union Dues for Employees	\$457,201	\$686,100
Debt	Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$3,374,692	\$3,374,692
Government	Utah Attorney General's Office	Legal Services	\$1,958,383	\$1,958,383
Utility	AT&T ++	Cellular Connection to Buses	\$508,405	\$563,385
Utility	Century Link (Qwest) +++	Internet Connection	\$246,115	\$485,599
Utility	Salt Lake City Corp	Electric, Water, and Sewer	\$103,433	\$253,979
Utility	Murray City Utilities	Electric, Water, and Sewer	\$626,187	\$630,219
Utility	FirstNet	Cellular Phone Contract	\$984,229	\$984,229
Utility	Rocky Mountain Power	Electricity	\$8,622,512	\$8,734,680
Utility	Enbridge Gas Utah (Dominion Energy/Questar)	Natural Gas	\$1,367,042	\$2,652,017

Exhibit B

2025 Disbursements Approved for Certain Vendors

Type	Vendor Name	Purpose	2024 Not to Exceed	2025 Not to Exceed
Payroll	Department of the Treasury	Payroll Taxes	\$47,784,749	\$50,696,139
Payroll	UTA/ATU Joint Insurance Trust	Health Insurance (Collective Bargaining)	\$29,308,452	\$30,480,790
Payroll	Office of Recovery Services	Utah State Child Support	\$434,148	\$451,514
Payroll	Amalgamated Transit Union	Union Dues for Employees	\$901,290	\$937,342
Payroll	Utah St Tax (Withholding Only)	Payroll Taxes	\$10,191,722	\$10,599,391
Payroll	Vantagepoint Transfer Agents -	457 Plans	\$9,065,828	\$9,428,461
Payroll	Cambridge Associates, LLC.	Pension Contribution	\$33,121,439	\$34,446,297
Payroll	Mutual of America Life Ins.	457 Plans	\$6,761,588	\$7,032,052
Payroll	Utah-Idaho Teamsters Security	Health and Dental Insurance Premiums and Union Dues for Employees	\$686,100	\$713,544
Debt	Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$3,374,692	\$3,377,512
Government	Utah Attorney General's Office	Legal Services	\$1,958,383	\$2,123,900
Utility	AT&T ++	Cellular Connection to Buses	\$563,385	\$581,695
Utility	Century Link (Qwest) +++	Internet Connection	\$485,599	\$501,381
Utility	Salt Lake City Corp	Electric, Water, and Sewer	\$253,979	\$262,234
Utility	Murray City Utilities	Electric, Water, and Sewer	\$630,219	\$650,701
Utility	FirstNet	Cellular Phone Contract	\$984,229	\$1,016,256
Utility	Rocky Mountain Power	Electricity	\$8,734,680	\$9,018,557
Utility	Enbridge Gas Utah(Dominion Energy/Questar)	Natural Gas	\$2,652,017	\$2,738,208



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

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

TITLE:

Contract: FAREPAY Service Contract (Interactive Communications International, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 25-03937 and associated disbursements with Interactive Communications International, Inc. (InComm) to distribute, sell, load, and/or reload UTA FAREPAY cards within InComm's merchant distribution network in the amount of \$412,747 for a three (3) year term.

BACKGROUND:

InComm has been a valued partner and prepaid card (FAREPAY) manager for over a decade. InComm was awarded a prepaid card program management contract in June 2013. Since 2013:

- InComm has built a retail network of more than 400 merchants at various locations in UTA's service district.
- InComm hosted and supported critical back-office systems so that riders could purchase FAREPAY cards used to electronically pay their transit fares. InComm also managed the integration to UTA's Electronic Fare Collection (EFCX) system so that UTA's Electronic Fare Collection (EFC) validators appropriately accepted or rejected these cards as fare payment.
- InComm managed the individual card balances for nearly 211,000 FAREPAY accounts. InComm and UTA worked closely to purchase and provide physical cards for all of these accounts.

As part of the Next Generation Fare Collection Project, Scheidt and Bachman (S&B) will assume responsibilities previously owned by InComm. However, InComm will remain a vital asset to the success of UTA's new Fare

Collection System. This includes:

- InComm and S&B will migrate all 211,000 FAREPAY accounts into the new S&B-hosted back-office. This will allow the customers to continue to utilize their existing fare media and accounts with no interference.
- S&B will partner with InComm to manage the card balances and to provide a real-time data integration with the new S&B back-office.
- InComm will continue to assist UTA in providing the physical card media that riders use to pay their fare, as well as continue to manage our retail merchant network where these cards can be purchased, loaded, and reloaded with funds.

DISCUSSION:

To avoid the substantial duplication of costs described below, UTA should enter the sole source contract with InComm for a three (3) year term beginning January 1, 2026. Our riders will benefit from this strategy because UTA will not unnecessarily subject them to inconveniences associated with a new FAREPAY provider before UTA transitions to its new electronic fare collection system.

UTA will continue to pay fees through a service agreement to InComm. When a customer purchases a new card or loads value onto an existing card through the InComm retail network, the money is sent directly to InComm. InComm keeps a portion of the proceeds and remits the remainder to UTA. UTA does not issue a payment to InComm.

Beginning in 2026, the fee will be 5% per card loaded and \$1.00 per card activation. This is estimated to be \$412,747 over a three (3) year term (\$137,582 per year). Currently, UTA pays InComm \$20,000/month in addition to 7% in Fees and \$3.00 per card activation.

CONTRACT SUMMARY:

Contractor Name:	Interactive Communications International, Inc.
Contract Number:	25-03937
Base Contract Effective Dates:	January 1, 2026 - January 1, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$412,747
Procurement Method:	Sole Source
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

There are no reasonable or affordable alternatives. This pre-paid card and retail network aspect of InComm's statement of work is outside the scope and capability of NextGen contractor, S&B.

If a new contractor were to be brought in to perform this work, UTA anticipates the following low and high

cost estimates for the following activities:

- Partner with and equip retail merchant network (400 merchants) - Unknown Cost
- Recard all FAREPAY customers (211,000 active accounts) - \$1.37 to \$1.69 million
- Retrain all operations groups (Fares, Customer Service, etc.) - \$32,000 to \$163,000
- Ongoing monthly support of new system for 5 years - \$624,000 to \$2.43 million

Total estimated cost for the above replacement activities: \$2.02 - \$4.28 million.

- Very little confidence that this work could be completed before InComm contract expires in December 2025
- If deadline is not met, then this will have implications on the back-office integration by S&B as part of Phase 3 of the Fare Collection Replacement Project
- Excluded from these cost estimates are the costs to partner with and equip a retail merchant network
- There may be unknown fees associated with S&B's ability to integrate with a new vendor

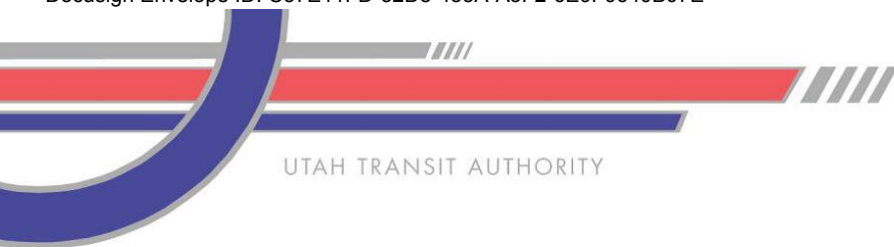
FISCAL IMPACT:

Estimated \$412,747 in expenses over the next three (3) years or \$137,582 per year. All FAREPAY funds go directly to InComm, they reduce the amount by their commission of 5%, then remit the balance as payment to UTA.

InComm's fee expense is accounted for through a contra revenue account.

ATTACHMENTS:

- Contract: FAREPAY (InComm) Service Contract



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 25-03937
FAREPAY (InComm) Service Contract

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Interactive Communications International, INC. (InComm), (the “Contractor”).

RECITALS

WHEREAS, on February 5th, 2025 UTA issued a Sole Source Intent to Award to InComm without Competition Notice on the UTA website. Closed on February 12, 2025.

WHEREAS, Upon evaluation of the completion of the Sole Source advertisement period, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions, and specifications listed in Exhibit A (Statement of Work or Services) of this contract.(as subsequently amended through negotiation by the parties); and

WHEREAS, Contractor is qualified and willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of January 1st, 2026 however payments and/or credits will begin when the first transaction is completed The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a 3 year period expiring January 1st 2029.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the terms described in Exhibit B. Payments and/or credits will begin when the first transaction is complete.. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **WARRANTY OF SERVICES**

a. Contractor warrants that all services will be performed with all reasonable care, skill, and diligence in accordance with generally recognized commercial practices and standards.

8. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnitees”) from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys’ fees and costs (hereinafter referred to collectively as “claims”) related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

9. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

2. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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

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

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

10. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and

assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

11. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

12. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and

workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

13. **USE OF SUBCONTRACTORS**

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

14. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA’s environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

15. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA’s ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

16. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

17. **SUSPENSION OF WORK**

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

18. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to

comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

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

19. **CHANGES**

a. UTA’s Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor’s sole risk Contractor shall not be entitled to rely on any other manner or method of direction.

- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:
 1. The date, circumstances, and source of the change; and
 2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

20. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

21. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

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

22. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

23. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kensey Kunkle, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 741-8806.

24. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jackie Marra, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059.

25. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

26. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
 Utah Transit Authority

 ATTN: Jackie Marra
 669 West 200 South
 Salt Lake City, UT 84101
 jackie.marra@rideuta.com

If to Contractor:
 Interactive Communications International,
 Inc.
 250 Williams Street
 5th Floor, Suite 5-2002
 Atlanta, GA 30303
 Attn: Michael Herold

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

27. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Contractor's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Contractor's [THIRD LEVEL]	Five calendar days

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

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

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

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

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By _____
Jay Fox
Executive Director

By Brian Parlotto
Brian Parlotto
EVP

By _____
Viola Miller
Chief Financial Officer

By _____
Name _____
Title _____

DocuSigned by:
By Mike Bell 3/5/2025
70E33A415BA44F6...
Mike Bell
UTA Legal Counsel

Exhibit A

Scope of work

The scope of work is for InComm to provide services to UTA that support its pre-paid electronic fare media, specifically branded as the FAREPAY card. UTA customers need the ability to purchase the card, in addition to loading, or reloading, funds. InComm has a robust retail merchant network which includes written agreements with retailers to sell prepaid products distributed by InComm.

1. Cards and Materials.

- a. UTA will be responsible for providing the pre-paid electronic fare media, FAREPAY cards, to InComm.
- b. InComm must give UTA the card specifications so the cards purchased by UTA can be activated by InComm retailers.
- c. Cards must be stored in a secure environment and only accessed by individuals who are authorized to fulfill their employment responsibilities.
- d. InComm must distribute cards through its retail merchant network within the UTA service area and bear the sole responsibility for managing the relationship and providing any necessary training.
- e. To the extent that opportunities to market the cards at InComm retailers are identified, or are available, InComm will collaborate with UTA and mutually agree on the terms of a marketing program.
- f. InComm must bear all the costs and expenses related to delivery of the cards to retail merchants.
- g. InComm is responsible for the replacement of any card lost, stolen, or damaged while the inventory is with InComm. InComm is not responsible once the cards are shipped to the merchants.
- h. Upon termination of this agreement, InComm must return all remaining unsold inventory in the Incomm warehouse to UTA no less than ninety (90) days or will be responsible for the cost of the cards using cost per card on the last invoice paid by UTA to vendor for the cards. UTA will pay for the unsold inventory to be shipped from InComm back to UTA.

2. Retail Merchants.

- a. InComm retail merchants must sell cards, load, and or reload value. If UTA implements a card fee, it must be collected by the retail merchant.
- b. InComm must provide UTA with a current list of retailer merchants monthly no later than the 5th day of each month. The format of the list will be determined by both parties and will include information that will allow UTA to build a store locator report and interactive map for customers.

3. Customer Service.

- a. InComm must provide UTA an application, such as Service Now, to allow UTA Customer Service to contact InComm for assistance with the retail network inventory or other issues.

4. Data.

- a. InComm will provide UTA access to InComm's online reporting portal IRIS.
- b. InComm and UTA must provide, or cause to be provided to the other party, within reason, any information required to perform its obligations under this Agreement.

5. Other.

- a. Upon implementation of UTA's new back-office system, additional scope of work as required, can be added where needed as an addendum to this contract.

Exhibit B Pricing

Pricing shall be based on the following:

1. Fees.

- a. A one-time card fee, or activation fee, of \$1.00 will be paid to InComm which is earned upon its receipt of the funds related to the card.
- b. A load, or reload, fee of five percent (5%) of the amount will be paid to InComm which is earned upon its receipt of the funds related to the card.
- c. In the event of a late payment, all undisputed, unpaid amounts will be subject to a late fee equal to the greater one and one-half percent (1.5%) per month of the total undisputed, unpaid balance or five percent (5%) of such undisputed, unpaid balance.
- d. If UTA implements a card fee for new card purchases, InComm retailers will collect the card fee on UTA's behalf.
- e. UTA will notify InComm of UTA's card fee by providing InComm written notice no less than 90-days in advance of being collected. The card fee can be changed any time within the term of this agreement.

2. Settlement.

- a. InComm will initiate an ACH credit to the UTA for daily transactions in an amount equal to:
 - i. Total amount tendered by individuals for UTA's card fee (if applicable) and the load amount, plus;
 - ii. Reload amount, and less
 - iii. The sum of (x) the one-time card fee, or activation fee; (y) the applicable load fees; and (z) the applicable reload fees, for the day which is seven (7) days after such load or reload transactions.

Example: For illustrative purposes only, assume that on Wednesday, January 2nd, an individual purchases a new card at an InComm retailer and loads \$100. UTA's card fee for this example is set at \$3. Later that day, a different individual loads \$50 on a card. The total amount tendered for the day from the individuals to the retailers is \$153. This consists of the load amount of \$100 plus the UTA card fee of \$3 and a reload amount of \$50. On Wednesday, January 9th, InComm would initiate an ACH credit to the UTA for \$144.50, which is the amount of \$103 tendered by the individual, minus the sum of (a) the one-time card fee, or activation fee, of \$1.00 and (b) the load fee of \$5 which is five percent (5%) of \$100 and the \$50 reload amount, minus the reload fee of \$2.50 which is five percent (5%) of \$50.

Payments and/or credits will begin when first transaction is complete.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Kyle Stockley, Manager of Capital Vehicles

TITLE:

Contract: 2025 Rideshare Van Order (Larry H. Miller Chevrolet)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17469 and associated disbursements for 10 Vanpool vehicles from Larry H. Miller Chevrolet in the amount of \$510,000.

BACKGROUND:

UTA offers Rideshare options to the community to help reduce single-occupancy vehicle use. One Rideshare option is UTA's Vanpool program. All Vanpool vehicles being replaced have met the minimum useful life requirements and are close to 10 years old on average.

DISCUSSION:

This purchase order is for the replacement/expansion of Rideshare vans for UTA's Rideshare service. The purchase includes ten (10) vans that hold up to 15 passengers each. These vans will be procured using State of Utah Contract MA3793.

CONTRACT SUMMARY:

Contractor Name:	Larry H. Miller Chevrolet
Contract Number:	PO 17469 State Contract MA 3793
Base Contract Effective Dates:	State Contract: October 1, 2021 - September 30, 2026 Vehicles ship as soon as possible

Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$510,000
Procurement Method:	State Cooperative Contract
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Defer replacements to future budget year.

FISCAL IMPACT:

Capital Plan for Rev-232 Vanpool Van Procurement

- 2025 Contract Total: \$510,000
-

ATTACHMENTS:

- Contract: 2025 Rideshare Van Order (Larry H. Miller Chevrolet)
- State Contract MA 3793 ([Link <https://statecontracts.utah.gov/Contract/Details/MA3793-Vehicles%7C15a7490f-bd55-49c3-89d2-8271eb6beb75>](https://statecontracts.utah.gov/Contract/Details/MA3793-Vehicles%7C15a7490f-bd55-49c3-89d2-8271eb6beb75))

LARRY H. MILLER CHEVROLET
5500 SOUTH STATE ST
MURRAY UT 84107-6133



PURCHASE ORDER NUMBER		OG	17469
PO Number Must Appear On All Invoices And Shipments			
VENDOR NUMBER		PO DATE	
1105024		2/28/2025	
ORDER TAKEN BY		FOB	
		*	
BUYER		PAGE NUMBER	
Burton, Amanda		1 of 1	

Utah Transit Authority

An Equal Opportunity Employer

SEND INVOICE TO:	SHIP TO:
AP@RIDEUTA.COM	ATTENTION: RECEIVING
669 W 200 S	3600 S 700 W
SLC, UT 84101	Salt Lake City UT 84119

801-287-3008

www.rideuta.com

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 510,000.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014829	2/28/25	10 EA	40-6232.67000.7005	15 Pass Van	51000.0000	510,000.00

Per State Contract MA3793

DocuSigned by:

Mike Bell

2/28/2025

70E33A415BA44F6...
 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: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Kyle Stockley, Manager of Capital Vehicles

TITLE:

Contract: 2025 Rideshare Van Order (Tony Divino Toyota)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17468 and associated disbursements with Tony Divino Toyota for the purchase of 30 Vanpool vehicles in the amount of \$1,185,000.

BACKGROUND:

All Vanpool vehicles being replaced have met the minimum useful life requirements for replacement and are close to 10 years old on average.

DISCUSSION:

This purchase order is for replacement/expansion of Rideshare vans for UTA's Rideshare service. The requisition includes thirty (30) eight-passenger All-wheel drive minivans at an estimated \$39,500 each. These vans will be procured using State of Utah Contract MA3796.

CONTRACT SUMMARY:

Contractor Name:	Tony Divino Toyota
Contract Number:	PO 17468 State Contract MA3796
Base Contract Effective Dates:	State Contract: October 1, 2021 - September 30, 2026, vehicles ship as soon as possible
Extended Contract Dates:	N/A

Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$1,185,000
Procurement Method:	State Cooperative Contract
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Defer replacements to future budget year.

FISCAL IMPACT:

Budget source: Capital Plan for REV-232 Vanpool Van Procurement

- 2025 Contract Total: \$1,185,000
-

ATTACHMENTS:

- Contract: 2025 Rideshare Van Order (Tony Divino Toyota)
- State Contract MA3796 ([Link <https://statecontracts.utah.gov/Contract/Details/MA3796-Vehicles%7Cf39b0c4c-f619-431e-a183-5550135adda>](https://statecontracts.utah.gov/Contract/Details/MA3796-Vehicles%7Cf39b0c4c-f619-431e-a183-5550135adda))

TONY DIVINO TOYOTA 777 W. RIVERDALE RD RIVERDALE UT 84405-3714				PURCHASE ORDER NUMBER		OG		17468	
				PO Number Must Appear On All Invoices And Shipments					
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101		SHIP TO: ATTENTION: RECEIVING 3600 S 700 W Salt Lake City UT 84119		An Equal Opportunity Employer 801-287-3008 www.rideuta.com		VENDOR NUMBER		PO DATE	
						1259350		2/28/2025	
ORDER TAKEN BY BUYER Burton, Amanda		FOB * PAGE NUMBER 1 of 1							

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 1,185,000.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014829	2/28/25	30 EA	40-6232.67000.7005	AWD sienna minivan	39500.0000	1,185,000.00

Per State Contract MA3796

DocuSigned by:

 70E33A415BA44F6... 2/28/2025

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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Patrick Preusser, Chief Operating Officer
PRESENTER(S): Jason Petersen, Captain

TITLE:

Contract: Police Vehicle Replacements (Young Auto Group)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17485 and associated disbursements with Young Auto Group under State Contract MA3800 to procure 16 new patrol vehicles for the amount of \$820,496.

BACKGROUND:

UTA's Police Department currently has a fleet of 85 vehicles and many of those vehicles are past their useful service life with several vehicles being more than 12 years-old and with milage ranging from 180 - 225,000 miles. These new vehicles will replace our older vehicles.

DISCUSSION:

UTA Staff is recommending approval of Purchase Order 17485 to replace older police vehicles nearing the end of their useful life.

UTA's Police Department vehicles are an integral part of the safety and security of the UTA system. They provide a mobile working office for police officers in the field and are a critical tool for officers' response to lifesaving emergencies, criminal activity, accidents and other calls for service.

CONTRACT SUMMARY:

Contractor Name: Young Auto Group
Contract Number: 17485 State Contract MA3800
Base Contract Effective Dates: State Contract: October 1, 2021 - September 30, 2026
Purchase Order: April 9, 2025 - June 10, 2025
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$820,496
Procurement Method: State Contract
Budget Authority: Approved 2025 Capital Budget

ALTERNATIVES:

Maintain older unreliable fleet vehicles with higher maintenance and fuel costs. This could impact life safety situations where a timely response is paramount.

FISCAL IMPACT:

The proposed purchase of \$820,496 will be funded by the approved 2025 Capital Budget using project FMA543 - Police Vehicle Replacements.

This project is being supplemented with grant funds, specifically Formula 5307 Grant Safety and Security Projects.

2025 Contract Total: \$820,496

ATTACHMENTS:

- Purchase Order: Police Vehicle Replacements (Young Auto Group)
- State Contract MA3800 ([LINK <https://statecontracts.utah.gov/Contract/Details/ma3800-Vehicles%7C5cb4ebd3-907a-4d59-8e3c-5590575394af>](https://statecontracts.utah.gov/Contract/Details/ma3800-Vehicles%7C5cb4ebd3-907a-4d59-8e3c-5590575394af))

Young Ford of Ogden PO BOX 684 Layton UT 84041				PURCHASE ORDER NUMBER		OG		17485	
				PO Number Must Appear On All Invoices And Shipments					
		Utah Transit Authority <i>An Equal Opportunity Employer</i>		VENDOR NUMBER		1473834		PO DATE	
						3/10/2025			
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY		BUYER		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING				Burton, Amanda		*	
669 W 200 S		3600 S 700 W		801-287-3008		PAGE NUMBER		1 of 1	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com					

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 820,496.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014920	6/10/25	16 EA	40-1543.67000.7006	Police Fleet Vehicles	51281.0000	820,496.00

State Contract MA3800

DocuSigned by:
 3/10/2025

70E33A415BA44F6...
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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Patrick Preusser, Chief Operating Officer
PRESENTER(S): Jason Petersen, Captain

TITLE:

Contract: Police Vehicle Upfitting (Vehicle Lighting Solutions)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Purchase Order 17486 and associated disbursements under State Contract MA4052 with Vehicle Lighting Solutions for police vehicle upfitting in the amount of \$284,480.

BACKGROUND:

The Police Department has a white fleet of 85 vehicles. This procurement will upfit the 16 newly purchased vehicles requested under Purchase Order 17485 (discussed during April 9, 2025, Board of Trustees Meeting) with emergency equipment.

DISCUSSION:

UTA Police vehicles are an integral part of the safety and security of the UTA System. These vehicles provide a mobile office for the officers and the vehicle emergency equipment is an important part of their response to incidents and communications.

CONTRACT SUMMARY:

Contractor Name: Vehicle Lighting Solutions
Contract Number: Purchase Order 17486 State Contract MA4052

Base Contract Effective Dates:	State Contract: April 16, 2023 - April 15, 2028 Purchase Order: April 9, 2025 - June 10, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$284,480
Procurement Method:	State Contract Purchase
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Maintain older fleet vehicles with higher maintenance and fuel consumption costs.

FISCAL IMPACT:

The proposed purchase of \$284,480.00 will be funded by the FMA543 - Police Fleet Vehicles capital project. Some of these costs will be offset by federal grant funds. These funds are part of UTA's annual 5307 formula fund apportionment.

ATTACHMENTS:

- Purchase Order: Police Vehicle Upfitting (Vehicle Lighting Solutions, Inc.)
- State Contract MA4052 ([LINK <https://utah-das-contract-searchsp.s3.amazonaws.com/full_contract_MA4052_VehicleLightingSolutions.pdf>](https://utah-das-contract-searchsp.s3.amazonaws.com/full_contract_MA4052_VehicleLightingSolutions.pdf))

VEHICLE LIGHTING SOLUTIONS INC.
668 W 9320 S Ste B
Sandy UT 84070



Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER		OG	17486
PO Number Must Appear On All Invoices And Shipments			
VENDOR NUMBER		PO DATE	
1205545		3/10/2025	
ORDER TAKEN BY		FOB	
		*	
BUYER		PAGE NUMBER	
Burton, Amanda		1 of 1	

SEND INVOICE TO:	SHIP TO:
AP@RIDEUTA.COM	ATTENTION: RECEIVING
669 W 200 S	3600 S 700 W
SLC, UT 84101	Salt Lake City UT 84119

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 284,480.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014920	6/10/25	16 EA	40-1543.67000.7006	Vehicle Equipment Upfitting	17780.0000	284,480.00

State Contract MA4052

DocuSigned by:

Mike Bell

3/10/2025

70E33A415BA44F6...

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Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOC
Spencer Burgoyne, Manager of Property Administration

TITLE:

Contract: Stipulation for Final Judgment - OGX Parcels 155-158 (Lex Rex Investments, LLC)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute disbursement for a stipulation for final judgment for the partial acquisition of the Lex Rex Investments, LLC property for the Ogden-Weber State Bus Rapid Transit Project (OGX).

BACKGROUND:

UTA is finalizing the purchase of a 5.3-mile corridor for the OGX BRT Project, connecting the Ogden FrontRunner station to Weber State University and McKay Dee Hospital. The project required a strip of land, a perpetual utility easement, and a temporary construction easement from a property at 3151 South Harrison Boulevard, Ogden. The property, owned by Lex Rex Investments, LLC, includes a multi-tenant retail center built between 1960-1968, with acquisitions impacting its frontage on Harrison Boulevard.

UTA initially offered \$251,600 for the necessary acquisitions based on a May 2021 appraisal. The owner disputed the valuation, citing severance damages due to reduced parking and loss of rentable space. UTA proposed a cost-to-cure solution to maintain parking capacity, but negotiations failed. In September 2021, the UTA Board approved petitioning UDOT to exercise eminent domain.

In February 2022, Lex Rex signed a Right of Entry and Occupancy Agreement, allowing the project to proceed while negotiations continued, with the initial offer placed in escrow. Subsequent appraisals commissioned by the owner valued the property at \$315,000, \$989,000, and later \$1,397,600, while UTA's court appraisal concluded a value of \$485,000.

A court-ordered mediation in December 2024 led to a settlement at \$839,000, avoiding trial. After four years of negotiations, the UDOT Assistant Attorney General and Lex Rex have drafted a Stipulation for Final Judgment, pending UTA Board approval and FTA concurrence. The UTA Assistant Attorney General has authored a legal opinion to the FTA Regional Administrator supporting the administrative settlement amount of \$587,400.00 which is the difference between the total just compensation amount of \$839,000 and the original appraisal amount of \$251,600.00. The FTA concurrence has been received and is attached to this memo.

DISCUSSION:

Project construction is complete. However, UTA needs to settle this acquisition to close out the FTA grant.

CONTRACT SUMMARY:

Contractor Name:	Lex Rex Investments, LLC
Contract Number:	25-P00454
Base Contract Effective Dates:	N/A
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$839,000
Procurement Method:	N/A
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

The consequences of not moving forward with this purchase include litigation costs and the possibility that the courts may approve a higher award and relocation benefits to the owner.

FISCAL IMPACT:

The OGX BRT project budget for 2025 is \$6 million. This project is included in the UTA 2025 Capital Budget and the approved UTA 5-year Capital Plan. The cost of this property agreement, \$839,000, is within the project budget.

ATTACHMENTS:

- 1) Stipulation for Final Judgment
 - 2) FTA Concurrence
-

ANDREW R. KOLTER (#13545)
TIMOTHY G. MERRILL (#11721)
Assistant Attorneys General
DEREK E. BROWN (#10476)
Utah Attorney General
Attorneys for Plaintiff
160 East 300 South, 5th Floor
P.O. Box 140857
Salt Lake City, Utah 84114 0857
Telephone (801) 366-0276
akolter@agutah.gov
tmerrill@rideuta.com

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH**

UTAH DEPARTMENT OF TRANSPORTATION,

Plaintiff,

vs.

LEX REX INVESTMENTS, LLC, a Utah limited liability company, CITIZENS BANK, a Tennessee Corporation; THE NEST FURNISHINGS, LLC, a Utah limited liability company, ABSOLUTE POWER & FITNESS, a Utah limited liability company; CARL’S SUPER SAVER STORE, a Utah limited liability company; WASATCH ROASTING COMPANY, LLC, a Utah limited liability company; and JOHN DOES 1 – 5,

Defendants.

**STIPULATED MOTION FOR FINAL
JUDGMENT OF CONDEMNATION AND
COMPENSATION**

Case Number 220905125

Judge Craig Hall

Tier 2

Plaintiff, the Utah Department of Transportation (“UDOT”) and Defendants Lex Rex Investments, LLC (“Lex Rex”) and The Nest Furnishings, LLC (“Nest”) (collectively “Defendants”) hereby stipulate and move the Court for entry of the Final Judgment of Condemnation and Compensation (“Final Judgment”), in accord with the terms, conditions, and actions set forth below:

1. Defendants Lex Rex and Nest, acknowledge that in this case UDOT has filed a Complaint in Eminent Domain seeking to acquire land for a road project and for a determination of what just compensation should be paid to Defendant Lex Rex and Nest whose land and improvements are being acquired by the taking and whose leasehold interest are affected by the taking, respectively. The property being acquired is located at approximately 3151 South Harrison Boulevard, Ogden, Utah 84403, more particularly described in Exhibit A to UDOT's Complaint in Eminent Domain and in paragraph 10 of the accompanying proposed Final Judgment (the "Subject Property").

2. Lex Rex and Nest are represented by counsel, and do not challenge the Court's jurisdiction over the property involved or the Court's personal jurisdiction over the Defendants for the purposes of this case or the venue of this action. UDOT's Complaint alleged the existence of "John Doe" Defendants possibly holding property interests. No John Doe defendants were identified during the discovery process, and none has been joined as a defendant.

3. The parties acknowledge that on or about February 25th, 2022, the Utah Transit Authority ("UTA") and Lex Rex entered into a Right of Entry and Occupancy Agreement ("Occupancy Agreement") so that UTA could begin construction on the Subject Property.

- a. Pursuant to the terms of the Occupancy Agreement, UTA deposited the sum of \$251,600.00 (the "Deposit") into an escrow account ("Escrow Account") with First American Title Company, 10808 S. River Front Parkway, South Jordan, Utah 84095.
- b. On or about May 17, 2022, the parties agreed to release \$33,993.00 from the Escrow Account to Powersource sign company to pay for the removal of a certain

sign on the Subject Property.

- c. On or about June 22, 2022, the parties agreed to release \$3,250.00 from the Escrow Account to Powersource sign company to pay for the removal of certain sign footings on the Subject Property.
- d. A total of \$214,357.00 remains in the Escrow Account.
- e. Pursuant to the terms of the Occupancy Agreement the Deposit amount of \$251,600.00 will be credited toward the Just Compensation amount as set forth herein.

4. The parties stipulate that the total just compensation amount for the Defendants' property interests and appurtenant rights to be acquired in this litigation and to be paid by UDOT shall be \$839,000 (the "Just Compensation Amount"). To achieve the full Just Compensation Amount, promptly after entry of judgment, UDOT shall cause the remaining balance of \$214,357.00 to be released from the Escrow Account to Lex Rex and issue a check in the sum of \$587,400.00 payable to the order of Lex Rex and delivered to the Defendants' counsel of record.

5. The Defendants warrant that, to the best of their knowledge, the Subject Property is not encumbered by any lien, mortgage, trust deed or other encumbrance. Defendants represent that they know of no other person or entity that may claim, or be entitled to receive, any portion of the condemnation proceeds (Just Compensation) to be paid in this matter other than the Defendant Lex Rex in this litigation. The Defendants represent that they have not transferred their rights to receive condemnation proceeds or encumbered any portion of the Subject Property since the date of the filing of the Complaint herein on or about November 4, 2022 (Dkt. #1) and agree to satisfy any encumbrances created after said date so that UDOT obtains good and

marketable title to the Subject Property.

6. UDOT has the right to condemn and acquire the Subject Property for a public use as authorized under Utah Code § 78B-6-501. UDOT has determined that widening or improving Harrison Boulevard which is the subject of this condemnation action, identified by UDOT as Project F-RI99(235) (“the Project”), for which the Subject Property is being acquired, is public in nature and is designed in a manner most compatible with the greatest public good and the least private injury. In accordance with statutes relating to eminent domain, and the Constitution of Utah, UDOT has found and declared that the improvements to be constructed for the Project are necessary to and are in the public’s best interest.

7. In prior negotiations UDOT and the Defendants have resolved all claims, counterclaims, defenses and disputes that have been, or could have been, asserted between UDOT, UTA and the Defendants in this condemnation action and have agreed to settle all claims between UDOT, UTA and the Defendants in this matter without the necessity for any additional litigation.

8. This Stipulation sets forth the settlement terms agreed to by UDOT, UTA and the Defendants. This Stipulation together with the accompanying proposed Final Judgment and any attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. The representations, warranties and obligations contained in this Stipulation shall survive transfer of the Subject Property by entry of judgment.

9. Upon the Defendants’ receipt of payment of the Just Compensation Amount described paragraph 4, Defendants for itself, and its members, principals and owners hereby

release(s) all claims to the Subject Property acquired herein, all claims for damages, all other claims for additional compensation, accumulating interest or damages as may be recoverable by law by reason of UDOT's acquisition of the Subject Property, and all other claims for damages proximately caused by or resulting from the facts and causes of action as alleged in the Complaint in this litigation or the conduct of the litigation. The Defendants voluntarily and irrevocably consent to entry of final judgment of condemnation providing for UDOT's acquisition of any right, appurtenant rights, title or interest the Defendants have, or may have had, as of the date of the filing of the Complaint in Eminent Domain, in the real property described in Plaintiff's Complaint and in the accompanying proposed final judgment of condemnation.

10. The Just Compensation Amount described in Paragraph 4, includes full, complete and just compensation for all interests, claims, counterclaims or causes of action, defenses, whether past or present, at law or in equity; all damages as may be recoverable by the Defendants in law or equity, due to UDOT's acquisition of the Subject Property, including, without limitation, claims for just compensation, additional compensation, accumulating interest, severance or statutory damages; indirect or consequential damages; any rents, losses, loss of profits or revenue; and any claims arising from UDOT's and UTA's negotiations prior to the commencement of litigation and the conduct of this condemnation action.

11. The Defendants consent to the form of the proposed Judgment of Condemnation and its filing together with this Stipulated Motion and that it may be submitted for entry immediately upon filing with the Court.

12. The parties to this Stipulation acknowledge that the terms herein are subject to

approval by the Utah Transit Authority Board of Trustees and concurrence of the Federal Transit Authority.

13. The undersigned parties agree that each shall bear their own respective costs and attorney fees.

DATED February 19th, 2025

DATED February 19th, 2025

MICHAEL BEST & FRIEDRICH LLP

DEREK E. BROWN
UTAH ATTORNEY GENERAL

/s/ Steven J. Joffe
Steven J. Joffe
Ashlee M. Burton
Attorneys for Defendants
Lex Rex Investments LLC &
The Nest Furnishings, LLC
(Electronically signed with permission)

/s/ Andrew R. Kolter
Andrew R. Kolter
Timothy G. Merrill
Assistant Attorneys General
Attorneys for Plaintiff, UDOT



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION VIII
Colorado, Montana,
North Dakota,
South Dakota,
Utah, and Wyoming

1961 Stout Street
Suite 13301
Denver, Colorado 80294
(303) 362-2400 (voice)

March 28, 2025

Mr. Jay Fox
Executive Director
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Re: UTA Ogden-Weber State University BRT (OGX) Project
FTA Concurrence for Administrative Settlement of Parcels 155, 156, 157, and 158
Award No.: UT-2021-021

Dear Mr. Fox:

The Federal Transit Administration (FTA) has reviewed the letter from the Utah Transit Authority (UTA) dated March 19, 2025, requesting FTA concurrence on an administrative settlement for a partial acquisition of Parcels 155, 156, 157, and 158 for the Ogden-Weber State University – OGX BRT Project. FTA concurs with UTA’s administrative settlement.

The property is owned by Lex Rex Investments, LLC (Owner). Acquisition of this property is necessary for the construction of the Ogden-Weber State University Bus Rapid Transit (BRT) project (the “Project”). The proposed total settlement amount is \$839,000 as further described below.

The subject property is located at 3149-3151 South Harrison Boulevard, Ogden, Utah and is improved with a multi-tenant retail center built in phases from 1960-1968. The subject property consists of 160,000 square feet (SF) or 3.673 acres. The partial taking includes a fee strip parcel along Harrison Boulevard improved with asphalt paving (6,428 SF), a small perpetual easement (50 SF), and a temporary construction easement (23,467 SF). The Owner claimed that the acquisition results in fewer parking space available to serve the retail clients of the Owner.

On May 5, 2021, UTA sent an offer to the Owner in the amount of \$215,600. Owner rejected the offer and presented a counteroffer in the amount of \$315,000 supported by an appraisal. UTA attempted to settle at the higher amount, but the owner became unresponsive. UTA and Owner negotiated for several months but were unsuccessful. UTA petitioned the Utah Department of Transportation (UDOT) to begin a condemnation action. The UDOT trial appraisal valued the partial acquisition at \$485,000. The Owner trial appraisal valued the partial acquisition at \$1,397,600. UTA reached a settlement with Owner in the amount of \$839,000 contingent on FTA concurrence.

UTA's legal counsel, from the Attorney General's Office, states that the proposed administrative settlement amount is reasonable, prudent, and in the public best interest. Counsel further asserts that the risks and expenses of litigation associated with the condemnation proceedings outweigh the expense of the administrative settlement.

By law, FTA cannot participate in legal fees as part of an administrative settlement outside of a jury trial as outlined in 49 CFR §24.107. The request and justification for a legal settlement is sufficient to meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and its implementing regulations at 49 CFR, Part 24.

Based on the documentation provided by UTA, FTA concurs with the requested settlement in the amount of **\$839,000** minus any amount that is set aside for attorney fees (if any). Furthermore, because the property is necessary for construction of the Project, FTA concurs that the requested administrative settlement, minus any amount that is set aside for attorney fees (if any), is reasonable, prudent, and in the public interest.

If you have any questions, please contact Ms. Katherine Strozinski at 303-362-2395 or Katherine.Strozinski@dot.gov.

Sincerely,

DAVID L

BECKHOUSE

Digitally signed by DAVID
L BECKHOUSE
Date: 2025.03.28 15:24:09
-06'00'

David Beckhouse
Acting Regional Administrator

cc: Paul Drake, UTA, Director of Real Estate & TOD
Spencer Burgoyne, UTA, Manager of Property Acquisition
Andrea Pullos, UTA, Project Manager
Tiffany Gallegos, FTA
Katherine Strozinski, FTA
Tracey MacDonald, FTA



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design & Construction
Ethan Ray, Project Manager II
Tracy Young, Grants Director

TITLE:

Revenue Contract: Transit Transportation Investment Program Funds (TTIF) Cooperative Agreement for the 5600 West Bus Route Project (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Transit Transportation Program Funds (TTIF) Cooperative Agreement with UDOT for the 5600 West Bus Route Project.

BACKGROUND:

The 5600 West Bus Route is the transit alternative for UDOT's Mountain View Corridor (MVC) project. UTA has an existing agreement with UDOT to implement the transit alternative (see Resolution R2022-07-03). It will provide new and enhanced bus service along the west side of Salt Lake County, connecting the 5600 West Old Bingham Highway TRAX Station, the International Center, Airport, and ultimately downtown Salt Lake City. The project includes new bus stops along 5600 West and four new park-and-rides. Vehicles for the project will consist of CNG buses awarded through the FY2023 Low or No Emission Grant Program - 5339(3).

DISCUSSION:

The project was awarded for \$20,520,000 in TTIF funds. The match will come from the Low-No Grant, which will fund the buses for the corridor. This cooperative agreement for TTIF funds supports UTA and UDOT's commitment to providing transit service along the 5600 West corridor, as outlined in R2022-07-03.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation
Contract Number:	UTA 25-P00440 / UDOT 259062
Base Contract Effective Dates:	April 9, 2025
Extended Contract Dates:	NA
Existing Contract Value:	\$20,520,000
Amendment Amount:	NA
New/Total Contract Value:	NA
Procurement Method:	NA
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

UTA can refuse the cooperative agreement and the awarded funds.

FISCAL IMPACT:

This agreement will allow UTA to be reimbursed \$20,520,000 for the 5600 West Project. UDOT will deliver the funds to the Agency in eight quarterly payments. The TTIF grant is included as a source of funding in UTA's approved 2025 Capital Budget.

ATTACHMENTS:

1. Cooperative Agreement



03/10/2025

TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT

This Transit Transportation Investment Program Funds ("TTIF") Cooperative Agreement (the "Agreement") is entered to be effective as of March 11, 2025, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Utah Transit Authority ("the Agency"), a political subdivision of the State of Utah. UDOT and the Agency are collectively referred to as "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the Agency requested the project that is described in this Agreement (the "Project"), and the Agency has committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:

Project Description: The 5600 West Bus Route is the transit alternative for UDOT's Mountain View Corridor (MVC) project. UTA originally entered into an interlocal agreement with UDOT in 2008 to implement the transit alternative. This agreement was amended and restated in 2022 to update the transit locally preferred alternative. Please see Appendix A for the full Amended and Restated Agreement between Utah Transit Authority and the Utah Department of Transportation for the Mountainview Corridor Project Implementation for Phase 1 Transit.

The Locally Preferred Alternative is an express bus service in the 5600 West corridor between Old Bingham Highway and downtown Salt Lake City. The express bus service is anticipated to include the following characteristics:

- **Service Headways:** A minimum of 15-minute headways during peak hours and 30-minute headways during weekday non-peak hours (subject to performance)
- **Hours of Service:** Currently anticipated to approximately match typical hours of service for other Salt Lake County bus routes and will be refined by transit service planners as part of project development.



- **Equipment:** Compressed Natural Gas 40-foot buses, and associated expansion of the Agency’s CNG fueling facility at the Depot District garage.
- **New Bus Stops to be Constructed:** New bus stops will be constructed at the following locations along the 5600 West Corridor and will include shelters, benches, and lighting:
 - 9000 South
 - 7800 South
 - 7000 South
 - 6200 South
 - 5400 South
 - 4700 South
 - 4100 South
 - 3500 South
 - 2700 South
 - California Avenue
 - International Center
- **Existing Bus Stops to be Used by Express Bus System:** Existing bus stops at the following locations will be utilized.
 - Existing stop at the Old Bingham Highway Light Rail station
 - Existing stop at the Salt Lake International Airport
 - Existing stop along North Temple near the State Complex (approximately 1900 West) in Salt Lake City
 - Existing stop near the North Temple Commuter Rail Station in Salt Lake City (approximately North Temple and 400 West)
 - Downtown Salt Lake City-stops will be located at existing bus stop locations
- **Parking:** Park and ride lots will be provided at the following locations:
 - Old Bingham Highway (existing TRAX station park and ride lot)
 - 9000 South
 - 7800 South
 - 6200 South
 - 5400 South
 - 3500 South (existing park and ride lot)
- **Transit Priority:** UTA will be evaluating operational measures to improve transit speed and reliability which could include queue jumping at signalized intersections, shoulder running during congestion, and transit signal priority. The details of these enhancements will be refined in the final design.

The Agency agrees to use the funding provided hereunder solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other



applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT’s Award, and all legal requirements associated with such funding. The Agency further agrees that the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT’s award to the Agency. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project’s approved scope of work, and the Agency shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

2. Local Match Amount and Payment Schedule. The Agency commits to fund a local match amount of \$22,555,353 (\$8,875,353 beyond the required match of \$13,680,000) in order to receive the eligible Program fund (labeled “ST_TTIF” in the table below) amount of \$20,520,000 for the Project (the “Program Funds”). UDOT will deliver the Program Funds to the Agency in eight quarterly payments, as outlined below:

- 2025 Q1: \$698,183.11
- 2025 Q2: \$614,095.53
- 2025 Q3: \$614,095.53
- 2025 Q4: \$614,095.53
- 2026 Q1: \$4,494,882.57
- 2026 Q2: \$4,494,882.57
- 2026 Q3: \$4,494,882.57
- 2026 Q4: \$4,494,882.57

The Agency must apply Program Funds and matching funds on a pro-rata basis (60% Program Funds/40% local match), to expenses within the approved Project scope of work as they are paid. Upon UDOT’s request, the Agency will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

Fund	Total	Fed Aid	State	Other
ST_TTIF			\$20,520,000	
Low-No		\$17,055,353		
CMAQ		\$2,000,000		
Earmark		\$3,500,000		
	\$43,075,353	\$22,555,353	\$20,520,000	

The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

UDOT Project Administration Cost - UDOT will incur some costs for managing the project. Project Administration will follow the same 70%(UDOT)/40%(Local Agency) costs for the project. Before beginning to work on the project UDOT and the Agency will agree on an estimate for how many hours and total cost to the project for administration. UDOT will provide the amount of hours and cost to the local agency



each quarter. UDOT Project Managers will bill time to the project PIN in accordance with the mutually agreed-upon estimate.

3. Progress & Final Report. The Agency will submit to UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the Agency is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
 - A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site.
 - B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure).

Upon completion of the Project, the Agency will submit a brief one (1)-page final report and shall include the following:

- A. A brief description of the completed Project.
 - B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
 - C. Photos, exhibits, or videos of the completed Project.
4. Additional Information. The Agency will cooperate with all of UDOT’s requests for information or status concerning the Project and will promptly respond to them. The Agency acknowledges that the Agency and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor’s Office.
5. Adoption of Project. After the Project is complete, the Agency agrees to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).
6. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, the Agency will provide UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, the Agency shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.
7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the Agency decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the Agency funds must bear expenses for completed portions of the approved scope of work pro-rata as shown in the table, and the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days (with or without request by UDOT).



8. Funds Provided Without Risk to UDOT. UDOT is only providing awarded funding to the Agency under this Agreement, and this Agreement is without risk to UDOT. The Agency agrees that the Agency is solely responsible to properly administer and spend the Program Funds. The Agency acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The Agency agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.

9. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of ten (10) years unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the ten (10) years, if any Program Funds have not been expended for the approved Project scope of work, the Agency shall return to UDOT the unexpended pro-rata portion of the Program Funds within sixty (60) days, with or without a request by UDOT. If the Agency cannot complete the Project within the given time frame the Agency may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.

10. Termination and Remedies. In the event that UDOT determines the Agency has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Agency agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Agency does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Agency agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The Agency agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.

11. The Agency's Compliance. The Agency hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124

12. Miscellaneous.
 - A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):



<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Oanh Le</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Agency:</p> <p>Utah Transit Authority 669 West 200 South Salt Lake City, UT 84101 Attn: Ethan Ray</p> <p>With a copy to:</p> <p>Utah Transit Authority 669 West 200 South Salt Lake City, UT 84101 Attn: General Counsel</p>
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- B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- C. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.

Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed



below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

(Signature Page to Follow)



IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

RECOMMENDED FOR APPROVAL

By: Amber Oanh Le-spradlin
Title: Region Project Manager, Oanh Le-Spradlin
Date: 02/26/2025

UTAH DEPARTMENT OF TRANSPORTATION

By: [Signature]
Title: UDOT Region Director, Robert Stewart
Date: 03/10/2025

UTAH COMPTROLLER'S OFFICE

By: Krista Barney
Title: Contract Administrator, contractadmin@utah.gov contractadmin@utah.gov
Date: 03/11/2025

Utah Transit Authority

By: _____
Title: Executive Director, Jay Fox
Date: _____

By: _____
Title: Chief Capital Services Officer, Dave Hancock
Date: _____

DocuSigned by: Mike Bell 3/12/2025
Approved as to form Mike Bell
70E13AF15B7A4F8...

Attest (Recorder): _____



Appendix A

Amended and Restated Agreement between Utah Transit Authority and the Utah Department of Transportation for the Mountainview Corridor Project Implementation for Phase 1 Transit

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING AN AMENDED AND RESTATED AGREEMENT WITH
THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MOUNTAIN VIEW
CORRIDOR PROJECT IMPLEMENTATION FOR PHASE I TRANSIT**

R2022-07-03

July 13, 2022

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

WHEREAS, the Authority, together with the Utah Department of Transportation (UDOT), desire to make the most efficient use of their resources; and

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

WHEREAS, in recognition of the need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the "Mountain View Corridor" or "MVC"), UDOT and the Authority entered into an Interlocal Cooperation Agreement ("ILA agreement") for the Mountain View Corridor Project Implementation for Transit on November 13, 2008 which was approved by UTA's Board of Trustees in Resolution R2008-10-03; and

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC; and

WHEREAS the proposed transit project(s) adopted in the 2008 ILA Agreement as the locally preferred alternative for transit improvements in the corridor (the "Locally Preferred Alternative") was referenced in, and made part of, UDOT's environmental Record of Decision ("ROD") for the MVC; and

WHEREAS, because the property surrounding the MVC did not develop in accordance with the assumptions contained in the 2008 ILA, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council ("WFRC"), the Metropolitan Planning Organization for the region; and

WHEREAS, upon further evaluation, UDOT and the Authority jointly determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

R2022-07-03


WHEREAS, UDOT and the Authority wish to execute an amended and restated ILA agreement that will redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan; and

WHEREAS, the UDOT and the Authority intend that this Amended and Restated Agreement will replace and supersede the 2008 Agreement in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees (the "Board"):

1. That the Board hereby approves the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
2. That the Executive Director is authorizes to execute the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
3. That the Board hereby ratifies all actions previously taken by the Authority's management, staff, and counsel to prepare the Amended and Restated Agreement between Utah Transit Authority and Utah Department of Transportation for the Mountain View Corridor Project Implementation for Phase I Transit in substantially the same form as Exhibit A.
4. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 13th day of July 2022.

DocuSigned by:

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Carlton Christensen, Chair
Board of Trustees

{CONTINUED ON NEXT PAGE}

ATTEST:



(Corporate Seal)

DocuSigned by:

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Secretary of the Authority

Approved As To Form:

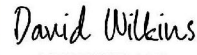
DocuSigned by:

5E3257B1CF024B9...
Legal Counsel

EXHIBIT A

(Amended and Restated Agreement between Utah Transit Authority and Utah
Department of Transportation for the Mountain View Corridor Project
Implementation for Phase I Transit)

R2022-07-03

Interlocal Agreement Amendment
Project No. S-0085(9) PIN No. 13149
MVC Corridor Phase 1 Transit
Routes (SR-85 and SR-172)

**AMENDED AND RESTATED AGREEMENT
between
UTAH TRANSIT AUTHORITY
and
UTAH DEPARTMENT OF TRANSPORTATION
for
THE MOUNTAIN VIEW CORRIDOR PROJECT IMPLEMENTATION FOR PHASE 1
TRANSIT**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this 13 day of July, 2022 (“Effective Date”), between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to Title 17B Chapter 2a Part 8 of the Utah Code (“UTA”) and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (“UDOT”). UTA and UDOT are each sometimes individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties recognize and agree that there is currently a need for improved regional mobility within and through western Salt Lake County and northwestern Utah County (the “Mountain View Corridor” or “MVC”), and that such need will increase as population in those areas continues to grow;

WHEREAS, the Parties desire to expedite implementation of Phase I Transit in the MVC, from the Downtown Salt Lake City (“Downtown”) along 5600 W. to the Old Bingham Hwy TRAX Station;

WHEREAS, on or about November 13, 2008, the Parties entered into an Interlocal Cooperation Agreement (the “2008 Agreement”) for project number SP-067(3)0 as shown in Exhibit A;

WHEREAS, the 2008 Agreement defined, in several phases, a proposed transit project(s) for the MVC;

WHEREAS, the proposed transit project(s) was adopted by UTA (through approval of the 2008 Agreement by the UTA Board of Trustees) as the locally preferred alternative for transit improvements in the corridor (the “Locally Preferred Alternative”) and was referenced in, and made in part of, UDOT’s environmental Record of Decision (ROD) for the MVC;

WHEREAS, the property surrounding the MVC has not developed in accordance with the assumptions contained in the “Vision Scenario” identified by the Parties and other stakeholders as part of the Growth Choices Study referenced in the 2008 Agreement;

WHEREAS, the Locally Preferred Alternative is no longer included in the Long-Range Transportation Plan adopted by the Wasatch Front Regional Council (“WFRC”), the Metropolitan Planning Organization for the region;

WHEREAS, the Parties wish to redefine and restate the Locally Preferred Alternative for the MVC to match the surrounding development and reflect the current Long-Range Transportation Plan;

WHEREAS, the 2008 financial crisis negatively impacted UTA’s ability to implement proposed transit project(s) for the MVC;

WHEREAS, upon further evaluation, the Parties determined a more cost-effective and high ridership transit solution to serve the communities along the project corridor; and

WHEREAS, the Parties intend that this Agreement will replace and supersede the 2008 Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, UTA and UDOT, for and in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, covenant and agree as follows:

1. Locally Preferred Alternative. The Parties have redefined the Locally Preferred Alternative as an express bus service in the 5600 West corridor between Old Bingham Highway and downtown Salt Lake City, as depicted in the route map attached as Exhibit B. The revised Environmental Impact Statement for the transit portion of MVC is attached as Exhibit C, with the revised ROD included in Exhibit D. An estimated cost range has been provided in Exhibit E. The partnering agreement between UTA and UDOT is included in Exhibit F. UTA’s Board Policies are included in Exhibit G.

The Parties intend that the express bus services will: (i) run on a schedule that provides early morning and late night service to the Airport; (ii) connect to current East West bus routes; provide a regional connection from the Red Line to the Airport/Downtown; and (iii) act as a catalyst for land use change by local government partners. The express bus service will include the following characteristics:

- a. *Service Headways*: A *minimum of* 15-minute headways during peak hours and 30-minute headways during weekday non-peak hours is the service goal subject to the following:
 - i. UTA Board of Trustees Policy No. 3.2 Service Planning Implementation (included in Exhibit G), will be followed. This policy notes that UTA will conduct a comprehensive analysis of the entire service network associated with each update to the Five-Year Service Plan. This includes evaluation

of existing services against the Authority's established Service Design Guidelines to determine if a service is meeting minimum performance thresholds, which will provide a two-year probation period. If the project is implemented in the middle of a service planning cycle, the review period will not begin until the following cycle.

- ii. If the ridership does not meet standards after the probation period, UTA may reduce service and will work with UDOT to make necessary adjustments to the environmental documentation. This process includes multiple opportunities for public comment. The projected ridership noted in Exhibit C and Exhibit D will serve as a baseline for the Locally Preferred Alternative.

- b. *Hours of Service:* Currently anticipated to approximately match typical hours of service for other Salt Lake County bus routes and will be refined by transit service planners as part of project development.

- c. *Equipment:* Standard 40-foot buses

- d. *New Bus Stops to be Constructed:* New bus stops will be constructed at the following locations along the 5600 West Corridor and will include shelters, benches, and lighting and reader boards for bus arrival times.
 - i. 9000 South
 - ii. 7800 South
 - iii. 7000 South
 - iv. 6200 South
 - v. 5400 South
 - vi. 4700 South
 - vii. 4100 South
 - viii. 3500 South
 - ix. 2700 South
 - x. California Avenue
 - xi. International Center

The new bus stops are identified in the route map attached as Exhibit B. Additional stops may be added by UTA as demand increases.

- e. *Existing Bus Stops to be Used by Express Bus System:* Existing bus stops at the following locations will be utilized.
 - i. Existing stop at the Old Bingham Highway Light Rail station
 - ii. Existing stop at the Salt Lake International Airport
 - iii. Existing stop along North Temple near the State Complex (approximately 1900 West) in Salt Lake City

- iv. Existing stop near the North Temple Commuter Rail Station in Salt Lake City (approximately North Temple and 400 West)
- v. Downtown Salt Lake City-stops will be located at existing bus stop locations

The new bus stops are identified in the route map attached as Exhibit B. As part of the project development process, the addition of lighting and reader boards will be evaluated.

- f. *Parking*: Park and ride lots will be provided at the following locations:
 - i. Old Bingham Highway (existing TRAX station park and ride lot)
 - ii. 9000 South
 - iii. 7800 South
 - iv. 6200 South
 - v. 5400 South
 - vi. 3500 South (existing MAX station park and ride lot)

 - g. *Adjustments*: The location and configuration of stations and park and ride lots may be adjusted subsequent to the execution of this Agreement, as UTA deems necessary, in cooperation with UDOT, and as appropriate for the project.

 - h. *Transit Priority*: Bus traffic for 5600 West will be prioritized over passenger vehicles through appropriate operational measures which could include queue jumping at signalized intersections, shoulder running during congestion, and transit signal priority. Where applied, bus operation on shoulder running will use existing shoulders and bus queue jumps will use a shared right turn as the queue jump lane. To allow the bus on shoulder operations from approximately 7000 South to 3100 South, 5600 West will be restriped to reduce the northbound and southbound outside travel lane by approximately 1 foot and add that to the existing shoulder. Additional shoulder improvements, such as signing and removing obstacles, will be provided for approximately one quarter mile upstream of the intersection. To ensure safe and preferential bus operations, buses will drive on shoulders only where and when allowed and at the discretion of the bus operator. Transit priority improvements will be subject to UDOT and UTA review.

 - i. *Adoption by UTA*: By approval of this Agreement, the UTA Board of Trustees hereby adopts such Preferred Transit Alternative as the Locally Preferred Alternative, as depicted in Exhibit B.
2. Construction of Locally Preferred Alternative. The Parties acknowledge that UTA does not currently have funding in place for the Locally Preferred Alternative. Once funding has been secured, UTA and UDOT will coordinate on the design and construction of the Locally Preferred Alternative. Applicable state, local, and federal processes will be followed during implementation. UTA will assume responsibility for the operations of

the Locally Preferred Alternative, subject to the securement of operations and maintenance funding.

3. Acquisition of Right of Way. Where 5600 West Street is a state road under UDOT's jurisdiction, subject to the provisions of Utah Admin. Code. R907-80-10, UDOT will grant to UTA, at no cost, the property rights necessary to operate the Locally Preferred Alternative and/or any phased expansions thereof through ownership in Fee, easement, permit, or agreement. UDOT has previously deeded to UTA three parcels that can be used as park and ride lots for the Locally Preferred Alternative. UTA and UDOT shall continue to work together to identify and transfer additional parcels necessary for the Locally Preferred Alternative in accordance with the terms, conditions and spirit of that certain June 9, 2015 Partnering Agreement (as shown in Exhibit F) separately entered into by and between the Parties. Any properties conveyed by UDOT under this Section shall be used by UTA only for transportation purposes. Additional property and property rights shall be acquired when the Locally Preferred Alternative is funded by either Party through project funds. To establish a public use for conveyance purposes authorized under Utah Admin. Code R907-80-10: (i) UTA's Executive Director shall provide a written finding to the Department that the property will be used for a road, other transportation or transit facility (including bicycle paths and sidewalks), a transportation reinvestment zone created pursuant to Utah Code Section 11-13-227, a public building or grounds, or a public park; or (ii) UTA's governing body shall approve a resolution declaring the proposed use of the land qualifies as a valid public use, by a public vote at an open meeting after notice to at least all adjoining landowners who shall have the opportunity to comment on the proposed public use prior to the public vote. Any property rights conveyed from UDOT to UTA under this paragraph shall include a clause in the recorded instrument that specifies title will revert to UDOT if the property ceases to be used for the purpose stated in the deed or easement.
4. Utility Relocation. UDOT agrees that, if it becomes necessary to relocate or protect in place utility facilities in, over, or around 5600 West Street in order to implement the Locally Preferred Alternative (including any phased expansions thereof), UDOT shall, upon the request of UTA, invoke its authority, pursuant to Utah Code Ann. § 72-6-116, to require the utility companies to relocate their facilities in accordance with such statute, and for the utility companies to pay that portion of the cost of relocation allocated to the utility company under such statute. Any portions of the relocation cost allocated to UDOT pursuant to § 72-6-116 shall be included in the project budget.
5. Support for Local Land Use Planning. Recognizing the importance of land use patterns to the success of the Preferred Transit Alternative, the Parties agree to work together (in cooperation with other local stakeholders) to support and encourage efforts by municipalities in the MVC to amend their land use plans and zoning ordinances in a manner supportive of transit.
6. Support for Funding. The Parties agree to work together and support each other's efforts to secure necessary funding for the MVC roadway and the Locally Preferred Alternative.

7. Additional Project Coordination and Cooperation. The Parties agree to work cooperatively to implement the transportation alternatives approved in the amended ROD.
8. Reciprocal Obligations. This Agreement is premised on the Parties' intent that hereafter, UDOT will work in good faith toward implementing the preferred roadway alternative set forth in the FEIS and subsequent environmental re-evaluations, and UTA will work in good faith toward implementing the preferred transit alternative set forth in the FEIS and subsequent environmental re-evaluations. See Exhibit C for the Environmental Impact Statement Reevaluation. The Parties' obligations with respect to the MVC are intended to be reciprocal and the obligations set forth in this Agreement shall be of no force or effect if the Party seeking to enforce such obligations is not working in good faith toward implementing the preferred roadway or transit alternatives set forth in the FEIS, as applicable.
9. Dispute Resolution. In the event that any disputes arise concerning the interpretation or administration of this Agreement, the Parties shall first make every effort to resolve such disputes through discussions between UDOT's Project Manager, and UTA's Project Manager. Any issues that cannot be resolved at that level shall be elevated for discussion and resolution between, UDOT's Deputy Director and UTA's Chief Service Development Officer. Neither Party may initiate any formal legal action without first exhausting the dispute resolution process described hereunder.
10. Counterparts. This Agreement may be executed in counterparts. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.
11. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
12. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
13. Amended and Restated Agreement. The Parties agree that this Agreement is intended to replace and supersede the terms and conditions of the 2008 Agreement. The Parties agree that the terms and conditions of the 2008 Agreement shall be of no further force and effect unless, and only to the extent that, such terms and conditions are repeated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

UTAH TRANSIT AUTHORITY

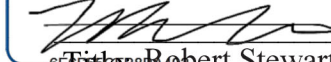
DocuSigned by:



3A24FF46AD114E...
Title: Jay Fox, Executive Director
Date: 9/6/2022

UTAH DEPARTMENT OF TRANSPORTATION

DocuSigned by:



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Title: Robert Stewart, UDOT Region II Director
Date: 9/9/2022


DocuSigned by:



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Title: Mary DeLoretto
Chief Service Development Officer
Date: 9/6/2022

Approved:

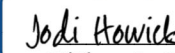
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70E33A415BA44F6...
6/8/2022
Title: Assistant Attorney General

Approved:

DocuSigned by:



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Title: Jodi Howick, Assistant Attorney General



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design and Construction

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-003 - Rice Interlocking Construction (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order No. 25-003 and associated disbursements, on the on-call infrastructure maintenance task ordering contract 23-03811 with Stacy and Witbeck, Inc. in the amount of \$2,457,496 to replace the Rice Double Crossover.

BACKGROUND:

In December 2023, UTA released a Request for Proposal (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected. Thereafter, on April 18, 2024, the Master Task Ordering Agreement (MTOA) contract (23-03811) with Stacy and Witbeck Inc. was approved by the Board of Directors.

The MOTA is for three (3) years, plus two (2) one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

UTA's rail infrastructure requires rehabilitation and replacement to maintain the infrastructure in a state of good repair (SGR). These SGR projects typically address concerns such as:

- Passenger ride quality
- Operational improvements
- Future Maintenance ease

DISCUSSION:

UTA Staff is requesting approval of Task Order 25-003 with Stacy and Witbeck, Inc. to complete the removal and replacement of the Rice Interlocking on the TRAX Red Line in the amount of \$2,457,496.

The scope of this request includes all time, labor, and other items needed to remove the existing #8 Double Crossover track and replace it with new #6 Double Crossover track along with embedded trackwork. By replacing the crossover, UTA will provide new track components and enhance safety and reliability.

This Task Order is within the scope of the MTOA. The task order pricing has been determined to be fair and reasonable based on both a UTA independent cost estimate and the performance of a price analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-25-003
Base Contract Effective Dates:	April 18, 2024 - December 31, 2027 Task Order: April 9, 2025 - December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$9,942,295
Amendment Amount:	\$2,457,496
New/Total Contract Value:	\$12,399,791
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

If we do not replace the crossover, we could face failure of track components and crossover due to wear and other factors resulting in UTA not being able to use the track to access the station until repairs are made.

FISCAL IMPACT:

All funds will come from SGR385 in the Capital Development Budget.

- 2025 Contract Total: \$2,457,496

The overall not-to-exceed value for the MOTA is \$45,000,000 over 5 years.

ATTACHMENTS:

- Task Order: On-Call Infrastructure Maintenance Contract Task Order # 25-003 Rice Interlocking Construction (Stacey and Witbeck, Inc.)



Task Order Request #TO25-003 - TO25-003 Rice Interlocking Construction

Status	Open	Assignees	Jacob Wouden
Created Date	Mar 4, 2025	Issued Date	Mar 5, 2025
		Location	25-003 Rice Interlocking Construction

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/19/24
Account Code(s)	20-7385.63000.1010		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order [25-611 - Rice Interlocking Construction - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/25	The Final Acceptance Date for this Task is	12/31/25
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$2,457,496.00
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Independent Cost Estimate (ICE) link, if applicable	TO25-003_ICE.xlsx	This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	N/A
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original contract
rates

This item is greater Yes
than UTA's
simplified
acquisition
threshold
(\$200,000) and thus
requires an
Independent Cost
Estimate (ICE). I
have reviewed and
found the ICE
within the
appropriate range
for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of 1%

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation

- Project Manager \$0 - 24,999
- Legal Review \$10k or greater
- Dir. of Capital Projects \$25k - 74,999
- Chief Service Dev. Ofcr. \$75k - 199,999
- Executive Director \$200,000+
- Procurement/Contracts (for all)

Signature (Legal)

DocuSigned by:
By: Mike Bell
Name: Mike Bell
Date: 3/11/2025

PM Approval The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

DocuSigned by:
By: Jacob Wouden
Name: Jacob Wouden
Date: 3/5/2025

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

Signed by:
By: Jared Scarborough
Name: Jared Scarborough

Name: Jared Scarbrough

Date: 3/11/2025

**Signature
(Procurement)**

By: _____

Name: _____

Date: _____

**Signature (Chief
Service
Development
Officer)**

By: _____

David Hancock, Chief Service Development Officer

Date: _____

**Signature
(Executive Director)**

By: _____

Jay Fox, Executive Director

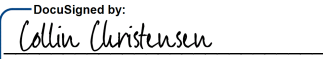
Date: _____

COMPANY:

COMPANY:

Stacy and Witbeck, Inc.

**Signature
(Contractor)**

By:  _____

Name: Collin Christensen

Date: 3/12/2025

STACYWITBECK

February 21, 2025

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 25-611 - Rice Interlocking Construction

Dear Jake:

We are pleased to provide the attached cost estimate to demolish the existing #8 Double Crossover at Rice Interlocking and replace it with a #6 Embedded Double Crossover. This proposal also includes removal and replacement of all infill and edge-fill within the project limits. Includes significant drainage improvements, and replacement of curb and ornamental fence on the eastern limits of the project. Please see detailed description of each bit item below. The shutdown for this work is to take place over 40 days from May 24 to July 2.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Utility relocations outside of what is shown on approved drawings.

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$450,965.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$25,430.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$80,920.00 – This bid item includes cost for SWI QC manager and CMT to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing on thermite welds.

Bid Item 4000– Permits and Fees – 1 LS – Total \$1,300.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$35,392.00 – This bid item includes the cost to provide traffic control and pedestrian control required for the project. Traffic control consists of a lane drop on WB 500 south for the duration of the project as well as a shoulder drop on University St. for the duration of the project. Cost also include 6' chain link panels around laydown area in the stadium parking lot per the requests of university officials.

Bid Item 6000– Key Personnel Travel & Subsistence – 1 LS – Total \$11,524.00 – This bid item includes cost to provide travel arrangements and subsistence for key track personnel for the duration of the work.

Bid Item 7000 – Construction Survey and Layout – 1 LS – Total \$40,975.00 – This bid item includes the cost for construction layout survey. Also include design survey that was performed before the project.

Bid Item 8000 – Preconstruct Track in Laydown – 1 LS – Total \$152,564.00 – This bid item includes the cost to load, haul, distribute, and pre-build special trackwork component in the laydown area before the shutdown begins.

Bid Item 9000 – Mobilization – 1 LS – Total \$27,930.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to the shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

STACYWITBECK

Bid Item 10000 – Demolition – 1 LS – Total of \$406,238.00 – This bid item includes the cost to demolish the existing #8 double crossover and the concrete tub it sits in. Includes demo of all infill and edge-fill and curb and gutter shown in the drawings. Includes removal of existing ornamental fence on east side of the project.

Bid Item 15000 – Drainage – 1 LS – Total of \$160,843.00 – This bid item includes the cost to install all drainage as shown on the drawings including 5 each drainage inlets ranging from 7' deep to 9' deep. Includes 6", 8", 10", and 12" PVC pipe. Include 15" RCP pipe. Includes cast in place drainage trenches with galvanized steel grating.

Bid Item 20000 – Grade Prep – 1 LS – Total of \$10,756.00 – This bid item includes the cost of all finish grade prep and compaction for all surface where concrete will be placed.

Bid Item 30000 – Construct No. 6 Double X-Over – 1 LS – Total of \$101,790.00 – This bid item includes the cost to distribute all pre-built track components in the guideway, to assemble all track components together, and to establish final line and elevation of the track.

Bid Item 40000 – Thermite Welding – 38 EA – Total of \$52,098.00 – This bid item Includes the cost of purchasing and performing all thermite welds required for the project.

Bid Item 50000 – Form, Pour, Strip, Embedded Track – 299 CY – Total of \$554,346.00 – This bid item includes the cost of all concrete form work purchasing and placing concrete in the embedded track areas, and to strip and cure all concrete.

Bid Item 60000 – F/P/S Infill, Edge Fill, C&G, Sidewalk – 90 CY – Total of \$75,510.00 – This bid item includes the cost to form and place all concrete for the infill and edge-fill areas, curb and gutter, and sidewalk. concrete.

Bid Item 70000 – Install Ornamental Steel Fence 4 FT – 178 LF – Total of \$38,270.00 – This bid item includes the cost to replace the existing steel ornamental fence on the eastern limits of the project.

Bid Item 80000 – Pavement Striping & Markings – 1 LS – Total of \$3,378.00 – This bid item includes the cost to replace striping and pavement markings.

Subtotal - \$2,230,229.00

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$167,267.00 – This is the agreed to 7.5% GMGC fee.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

Bid Item 200000 – Provisional Sum – Unknown Circumstances – 1 PS – Total of \$60,000.00 – This is a provisional sum item that will only be billed against for unknown work items that come about during construction. Stacy Witbeck will perform this additional work at the direction of UTA, and will bill for actual cost plus associated insurance costs, plus 7.5% fee.

The total price for this scope of work is **\$2,457,496.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

02/21/2025 6:28
 25-611 Rice Interlocking Construction
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	450,965.00	450,965.00
2000	Safety Program & Administration	1.000	LS	25,430.00	25,430.00
3000	QC Program & Testing	1.000	LS	80,920.00	80,920.00
4000	Permits & Fees	1.000	LS	1,300.00	1,300.00
5000	Traffic & Pedestrian Control	1.000	LS	35,392.00	35,392.00
6000	Key Personnel Travel & Subsistence	1.000	LS	11,524.00	11,524.00
7000	Survey	1.000	LS	40,975.00	40,975.00
8000	Preconstruct Track in Laydown	1.000	LS	152,564.00	152,564.00
9000	Mobilization	1.000	LS	27,930.00	27,930.00
10000	Demolition	1.000	LS	406,238.00	406,238.00
15000	Drainage	1.000	LS	160,843.00	160,843.00
20000	Grade Prep	1.000	LS	10,756.00	10,756.00
30000	Construct No. 6 Double X-Over	1.000	LS	101,790.00	101,790.00
40000	Thermite Welding	38.000	EA	1,371.00	52,098.00
50000	Form, Pour, Strip Embedded Track	299.000	CY	1,854.00	554,346.00
60000	F/P/S Infill, Edge Fill, C&G, Sidewalk	90.000	CY	839.00	75,510.00
70000	Install Ornamental Steel Fence 4 FT	178.000	LF	215.00	38,270.00
80000	Pavement Striping & Markings	1.000	LS	3,378.00	3,378.00

Subtotal \$2,230,229.00

100000	Fee (7.5%)	1.000	LS	167,267.00	167,267.00
200000	Provisional Sum - Unknown Circumstances	1.000	PS	60,000.00	60,000.00

Bid Total =====> \$2,457,496.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarborough, Director of Capital Design and Construction
Jacob Wouden, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #25-021 - 2025 Other Track Material and Rail Procurement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order no. 25-021 and associated disbursements on the on-call infrastructure maintenance task ordering contract 23-03811 with Stacy and Witbeck, Inc. in the amount of \$1,045,584 to procure other track material (OTM) and 500 Tons of HH #115 rail for 2025 State of Good Repair (SGR) scheduled projects.

BACKGROUND:

In December 2023, UTA released a request for proposal (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. On April 18, 2024, the UTA Board of Trustees approved the Master Task Ordering Agreement (MTOA) contract (23-03811) and authorized the Executive Director to execute the contract with Stacy and Witbeck, Inc.

The MTOA is for three (3) years, plus two (2) one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

UTA's rail infrastructure requires yearly rehabilitations and replacements in order to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
- Automobile cross-traffic ride quality

- Potential stray current issues

As part of these replacement projects, UTA will procure OTM needed for the replacement of at-grade crossings and other track rehabilitation. The OTM consists of rail, ties, plates, boot, tape, and other materials.

DISCUSSION:

UTA Staff is requesting approval of Task Order 25-021 with Stacy and Witbeck, Inc. to complete the procurement of necessary track material and rail for use in SGR crossing replacement in the amount of \$1,045,584.

The scope of this request includes the procurement of the required track materials (boot, steel ties, #115 premium rail, and rebar) to construct the embedded grade crossings located throughout the TRAX system. The rail portion will allow UTA to lock in pricing ahead of anticipated price increases and secure the rail needed for both grade crossing replacement and other rail replacement projects for both FrontRunner and TRAX.

The Task Order has been determined to be within the scope of the MTOA and pricing has been determined to be fair and reasonable based on both an independent cost estimate and internal price analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-25-021
Base Contract Effective Dates:	April 18, 2024 - December 31, 2027 Task Order: April 9, 2025 - December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$8,896,711
Amendment Amount:	\$1,045,584
New/Total Contract Value:	\$9,942,295
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Without these materials we would not be able to complete required grade crossings as part of the State of Good Repair program. Without replacing worn track components UTA faces possible components fatigue which may result in derailment and service interruptions to the system.

FISCAL IMPACT:

All funds will come from SGR393 in the Capital Development Budget.

2025 Contract Total: \$1,045,584

The overall not-to-exceed value for the MOTA is \$45,000,000 over 5 years.

ATTACHMENTS:

- Task Order: On-Call Infrastructure Maintenance Contract Task Order #25-021 - 2025 OTM and Rail Procurement (Stacy and Witbeck, Inc.)



Task Order Request #TO25-021 - TO25-021 2025 SGR OTM and Rail Buy

Status	Open	Assignees	Jacob Wouden
Created Date	Mar 3, 2025	Issued Date	Mar 3, 2025
		Location	25-021 SGR OTM and Rail Procurement

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/19/24
Account Code(s)	20-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order [25-614 - SGR OTM and Rail Buy- Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/25	The Final Acceptance Date for this Task is	12/31/25
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$1,045,584.00
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Independent Cost Estimate (ICE) link, if applicable	TO25-021 2025 OTM and Rail buy.xlsx	This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	N/A
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original contract rates

This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of Race Neutral

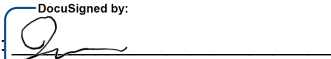
IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

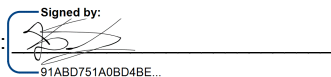
Required Signatures Explanation
Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)
By: 
Name: Mike Bell
Date: 3/6/2025

PM Approval The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)
By: 
Name: Jacob Wouden
Date: 3/5/2025

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)
By: 

Name: Jared Scarbrough

Date: 3/5/2025

**Signature
(Procurement)**

By: _____

Name: _____

Date: _____

**Signature (Chief
Service
Development
Officer)**

By: _____

David Hancock, Chief Service Development Officer

Date: _____

**Signature
(Executive Director)**

By: _____

Jay Fox, Executive Director

Date: _____

COMPANY:

COMPANY:

Stacy and Witbeck, Inc.

**Signature
(Contractor)**

By: ^{DocuSigned by:} Collin Christensen

^{ACA3AB62698B4E2}
Name: Collin Christensen

Date: 3/6/2025

STACYWITBECK

February 26, 2025

On Call Services

Mr. Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 25-614 - SGR OTM and Rail Buy

Dear Jake:

We are pleased to provide the attached cost estimate to procure the required track materials (boot, steel ties, 115# premium HH rail, IJ and Transition Cuffs, and rebar) required for crossings and other SGR work scheduled for the 2025 calendar year.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit cost for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$20,5782.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,488.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

Bid Item 4000 – Embedded OTM Procurement – 1 LS – Total of \$67,685.00 – This bid item includes the cost to purchase and unload all necessary rail boot and epoxy coated steel ties required for all crossings UTA has designated to rehab in 2025. Also includes IJ and transition cuffs for Rice Interlocking replacement project

Bid Item 4100 – Rebar Procurement – 8,715 LBS – Total of \$17,430.00 – This bid item includes the cost to purchase, deliver, and unload the required epoxy coated rebar for Jordan River Wash Bay, Fireclay, and Central Ave grade crossings.

Bid Item 4200 – Buy 115# HH Rail – 500 TON – Total of \$861,000.00 – This bid item includes the cost to purchase and unload 500 TON of premium, head hardened 115# rail to be used on SGR work for 2025 and future years. Rail will be delivered via rail car to Warm Springs yard. UTA to help facilitate rail car movements from Warm Springs and ultimately into Beck St yard where Stacy Witbeck crews will unload and store the rail. Cost includes unloading labor and heavy equipment for unloading.

Bid Item 10000 – Mobilization – 1 LS – Total of \$2,252.00 – This bid item includes heavy equipment movement and setup, project cleanup, site sanitary services, and job dumpsters.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$72,947.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$1,045,584.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

02/26/2025 17:35
 25-614 SGR OTM and Rail Buy
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	20,782.00	20,782.00
2000	Safety Program & Administration	1.000	LS	3,488.00	3,488.00
4000	Embedded OTM Procurement	1.000	LS	67,685.00	67,685.00
4100	Rebar Procurement	8,715.000	LBS	2.00	17,430.00
4200	Buy 115# HH Rail	500.000	TON	1,722.00	861,000.00
10000	Mobilization	1.000	LS	2,252.00	2,252.00
Subtotal					\$972,637.00
100000	Fee (7.5%)	1.000	LS	72,947.00	72,947.00
Bid Total =====>					\$1,045,584.00

Quote #: **NWEI0EHZ7T-1**



Mailing Address:

L. B. Foster Company
 18609 East Lindsey Lane
 Spokane Valley, WA 99016

Phone: (509) 979-6891
Fax: (509) 927-0299
Date: 02/14/2025

To: Stacy and Witbeck, Inc.
 1958 W North Temple
 Salt Lake City, UT 84116

Re: Salt Lake City, UT

Attention: Collin Christensen
Phone: (801) 420-1708
Fax: (801) 287-3691

We are pleased to quote as follows:

	<u>Qty.</u>	<u>Description</u>	<u>Price / UOM</u>	<u>Extended Price</u>
1.	500.00 NT	NEW DOMESTIC 115RE HEAD HARDENED RAIL, BLANK , AREMA, PROVIDED IN 80FT LENGTHS WITH STANDARD SHORTS	\$1,495.0000/ NT	\$747,500.00

SHIPPING VIA RAILCAR

Total: \$747,500.00

Incoterms: CPT (Carriage Paid To - Incoterms 2010) -Shipping Point - Full Freight Allowed via Railcar to Salt Lake City, UT. - Buyer is solely responsible for payment of import duties, tariffs, taxes and other like fees applicable to the goods described herein.

Terms: Net 30 days subject to corporate credit approval.

Shipment: Quoted from Stock, subject to prior sale. Subject to yard conditions at the time of order. Subject to truck availability at the time of order. Subject to any delays beyond our control.

Notes: Pricing is valid with a PO placed by 2/28/2025 and shipment by 3/15/2025.

Prices quoted do not include sales tax.

Any change in quantity may result in a price change.

Any change in delivery may result in a price change.

Unloading is for the account of others.

Material quoted is subject to base metal changes, rubber, scrap and fuel surcharges in effect at time of order placement and shipment.

Please reconfirm prices prior to placing an order.

Prices are quoted from stock, subject to prior sale and are subject to reconfirmation at time of order placement.

Prices quoted are subject to base price changes in metal/steel, and rubber, fuel, scrap, energy and other surcharges in effect at time of order placement and shipment.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____
 Mark Hammons
 Regional Sales Mgr Rail
 mhammons@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

_____ (Signed)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design & Construction
Hal Johnson, Director of Innovative Mobility Solutions

TITLE:

Change Order: Battery Electric Buses and Associated Charging Equipment Modification No. 07 - Charging Equipment for MVX (Gillig, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order 7 for two additional bus chargers with Gillig, LLC under Contract 20-03267 in the amount of \$764,100.

BACKGROUND:

UTA has an Ordering Agreement with Gillig (approved by the UTA Board of Trustees on April 14, 2021) which gives UTA the option of ordering additional quantities of chargers up to a maximum amount of 14 additional overhead chargers and 32 additional depot chargers, provided they are ordered prior to February 20, 2026.

For the Midvalley Express (MVX) project, UTA currently requires 2 overhead chargers to be located at the Murray Central hub and the West Valley Central hub.

Once approved, UTA will have 8 additional overhead and 26 additional depot charger options available. This Change Order is required in order to execute the contracted options.

DISCUSSION:

UTA Staff is recommending approval of Change Order 7 with Gillig in order to purchase these chargers, as they are part of the original plan for MVX.

CONTRACT SUMMARY:

Contractor Name: Gillig Inc.
Contract Number: 20-03267
Base Contract Effective Dates: April 29, 2021 - February 20, 2026 Terms for purchase: April 9, 2025 - December 31, 2025
Extended Contract Dates: N/A
Existing Contract Value: \$52,478,806.84
Amendment Amount: \$764,100.00
New/Total Contract Value: \$53,242,906.84
Procurement Method: RFP - Best Value
Budget Authority: Approved 2025 Capital Budget

ALTERNATIVES:

If this change order is not approved, UTA risks not being able to charge all the electric buses needed for the MVX route.

FISCAL IMPACT:

All funds will come from the MSP253-Mid-Valley Connector Capital Project in the 2025 - 2029 Five-Year Capital Plan. Costs are offset by the Transit Transportation Investment Fund (TTIF) funds.

2025 Contract Total: \$764,100

ATTACHMENTS:

- Change Order 07 - Charging Equipment for MVX (Gillig, LLC)



February 28, 2025

GILLIG LLC
Attn: Gillig Sales Team

Sent by email only:
sales@gillig.com

RE: Contract 20-03267, ELECTRIC BUSES AND CHARGING EQUIPMENT

For Two (2) Pantograph Chargers from Quote- 010825

Dear Gillig Sales Team,

This letter shall serve as the notice to proceed for the order of Two (2) Pantograph Chargers from Quote- 010825 pursuant to Contract No. 20-03267 awarded to **Gillig LLC.**, April 29, 2021.

These Pantograph Chargers shall be provide as outlined in the above referenced contract and pricing schedule.

The cost of the two (2) Pantograph Chargers are outlined as follows:

Quantity	Description	U/Price	Total Price
2	ADA Ford Transit TURN	\$358,100.00	\$716,200.00
1	ABB Onsite Commissioning (1 deployment) (6AGC069030)	\$20,700.00	\$20,700.00
4	ABB HVC Cabinet Metal Support Frame (8'' tall smart base) Stainless Steel (1 per Power Cabinet, 4 in total). Shipping Included (6AGC125535)	\$3,500.00	\$14,000.00
2	RFID Antenna NAM (1 per Pantograph, 2 in total) (6AGC100036)	\$6,600.00	\$13,200.00
	GRAND TOTAL 2ND ORDER		\$764,100.00

The total amount of this Notice to Proceed is **\$764,100.00**. Delivery of the items, no later than December 31, 2025.

If you are in agreement to the above, please sign on the line indicated below and return a copy to Timothy Hodges at thodges@rideuta.com. A fully executed copy will be provided after all signatures are obtained.

Signed by:
William F. Fay, Jr 3/11/2025
1F2826C0E48B4D3...
Printed Name: **William F. Fay, Jr**
Title: **Vice President, Sales**

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

David Hancock
Chief Capital Services

DocuSigned by:
Mike Bell 3/11/2025
70E33A415BA44F6...
Michael Bell
Assistant Attorney General



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

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

- **Landscape Maintenance - Facilities**
- **Vendor Managed Inventory Services - Rail parts**

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:

- **Landscape Maintenance - Facilities** . The Maintenance Department seeks a contractor to provide landscaping services at multiple sites. The contractor shall provide all labor, materials, supplies, equipment, and transportation to provide lawn care at the specified locations. This service covers all lawn cutting and grounds care to include Spring cleanup, fertilizer, lawn aeration, weed control, shrub trimming, etc. Funding for this project is included in the approved 2025 Facilities Operational Expense budget. The term of this contract is five (5) years. This procurement will be conducted as an Invitation to Bid (IFB), where the contract award will be given to the lowest price vendor. (Req 15013, PM- Guy Miner/Kevin Anderson)

- **Vendor Managed Inventory - Rail parts.** The Supply Chain team seeks to contract with a vendor, or multiple vendors, to provide Vendor Managed Inventory (VMI) services for specific commuter rail and light rail parts. The supply chain team has evaluated parts usage from the past 2 years and has selected high-usage, long lead-time, and other critical parts to be put on a vendor-managed inventory contract. Vendors will be required to stock these parts and ship them to UTA within 24 hours of receiving a Purchase Order. Procurement will continue to provide monthly usage reports and will work with the vendor on an ongoing basis to determine the amount of inventory to stock for UTA. Parts may be added or removed from the parts stocking list at UTA’s discretion. The term of this contract will be for 3 years, plus two (2) one-year options for extension. Funding for this contract is included in the approved 2025 operating expense budget under the “Parts Expense” account for each maintenance division. Parts are purchased into UTA inventory and then expensed to the division when issued to a work order. This procurement will be conducted as an RFP, where other criteria will be evaluated and scored in addition to price. (NOR, Todd Mills)

ATTACHMENTS:

n/a



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Jordan Eves, Manager of Fare Strategy
Rebecca Wilson, Sr. Sales Representative

TITLE:

Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Authorize the Executive Director to execute a Special Event Agreement (contract #25-F28266) with High Altitude Special Events (HASE) for the Salt Lake City Marathon in the amount of \$12,326.

BACKGROUND:

UTA and High-Altitude Special Events (HASE) have historically worked together to provide transit access to and from its event, the Salt Lake City Marathon (Marathon). HASE partnered with UTA to pay for the transit fare for Marathon participants/runners. Runner's bibs, race shirts, and volunteer shirts were accepted as valid fare to ride transit on the day of the event. This is considered by UTA to be "Ticket-as-Fare."

In addition to Ticket-as-Fare, HASE partnered with UTA for additional UTA Police Officer support to ensure participant safety throughout the event and at specific grade crossings along the marathon route.

Both parties desire to continue this partnership for the 2025 Marathon.

DISCUSSION:

The Marathon will take place on Saturday, April 26, 2025. UTA will partner with HASE to provide Ticket-as-Fare. Marathon runners may use their race bib to ride UTA services on the day of the event. The value of this agreement is \$12,326 (additional details can be found in the fiscal impact section below).

CONTRACT SUMMARY:

Contractor Name: High Altitude Special Events (HASE)
Contract Number: 25-F28266
Base Contract Effective Dates: April 26, 2025
Extended Contract Dates: NA
Existing Contract Value: NA
Amendment Amount: NA
New/Total Contract Value: \$12,326
Procurement Method: NA
Budget Authority: NA

ALTERNATIVES:

1. Require HASE Marathon Participants to find alternative ways to purchase transit fare
 2. Do not provide additional police support
-

FISCAL IMPACT:

The total value of this agreement is \$12,326 and represents a 14% increase (\$1,512) in revenue received as compared to 2024 revenue.

Item	Price
Police Service (8 officers for 8 hours at the rate of \$66.00 per hour)	\$ 4,226
Participant Passes	\$ 8,100
Total Contract Value	\$ 12,326

ATTACHMENTS:

Contract

SPECIAL EVENTS PASS AGREEMENT
High Altitude Special Events (HASE)

This Salt Lake City Marathon Pass Agreement (“Agreement”) is made this 9 day of April, 2025 (“Effective Date”) between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS (“HASE” or “SPONSOR”), an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor is sponsoring a Marathon in Salt Lake City, Utah on April 26, 2025 (“Marathon” or “Event”) and anticipates over 2,500 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation services to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount parking needed; and

WHEREAS UTA is willing to assist in providing additional UTA police services, and Sponsor is willing to pay for additional UTA police services; and

WHEREAS Sponsor desires that Event items as described in Section 4, below be accepted by UTA as valid fare for transportation to its Event using UTA’s transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment for fares from Sponsor for the UTA transit system.

AGREEMENT

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

1. Special Event Pass Program. The Parties agree to establish a Special Event Pass Program whereby Sponsor purchases transit passes for Marathon participants to travel to and from the Event (the “Special Event Transit Pass”).
2. Additional Police Services. UTA agrees to provide one UTA sergeant and seven transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

3. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Marathon participants (“Authorized Users”).

4. Pass Recognized as Fare Payment. UTA agrees to accept Participants’ Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare. A Marathon participant’s failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of ejection from the train or bus, a citation and/or fine. Race bibs, Race Official shirts, and Race Volunteer shirts are not transferrable for the purposes of travel on Authorized Services and shall not be accepted as valid fare on any other date. The Special Events Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, Express Bus Routes, and Microtransit on the day of the Event. The Special Events Transit Pass shall not be recognized as fare payment Ski Service. Paratransit eligibility applies.

5. Payment. On or before April 17, 2025 UTA shall invoice, and Sponsor shall pay UTA the base purchase price of \$12,326 as detailed in the table below. Sponsor shall pay the invoiced amount within thirty (30) days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Item	Price
Police Service <i>(8 officers for 8 hours at the rate of \$66.00 per hour)</i>	\$ 4,226
Participant Passes	\$ 8,100
Total Contract Value	\$ 12,326

6. Use of the UTA Logo.
 - a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

 - b. The UTA Logo shall be used in a professional manner on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.

 - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA

Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay the amount described in Paragraph 3 for the Event for which UTA provided transportation services.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

- 12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

UTAH TRANSIT AUTHORITY

SPONSOR

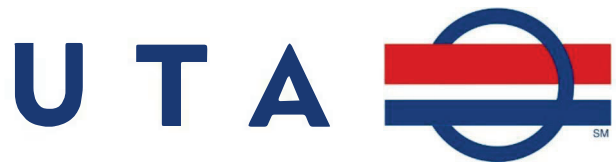
By: _____
 Name: Jay Fox
 Title: Executive Director

By: DocuSigned by:
Steve Bingham-Hawk
 ADEE8577B6334D0... _____
 Name: Steve Bingham-Hawk
 Title: Regional Director

By: _____
 Name: Viola Miller
 Title: Cheif Financial Officer

APPROVED AS TO FORM:
 Signed by:
 By: *James Morgan* _____
 B720C03671B4489...
 Name: D. James Morgan
 Title: UTA Counsel

Exhibit "A"
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/9/2025

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:

TBA2025-04-01 - Technical Budget Adjustment - 2025 Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2025-04-01 to authorize transfer of \$26,073,000 between various projects within the 2025 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 \$26,073,000 between 88 projects, including the Capital Contingency (MSP999), within UTA's 2025 capital program to aid in project delivery this year. This request, if approved by the Board, will affect the current budget total of 87 different capital program projects and shift funds to the Capital Contingency.

This adjustment aims to redirect funds to aid in delivery of work that was not able to be completed in 2024. These adjustments should better align these projects to deliver remaining 2024 work as well as 2025 planned work.

The attached exhibit provides detail for all projects included in this budgeted adjustment.

A summary of the benefits and reasons for the budget adjustments are provided below.

The main benefit UTA anticipates to receive from the proposed Technical Budget Adjustment include:

- Aligning budgets with remaining obligations and anticipated expenditure amounts for the projects through the end of 2025 including unfinished 2024 work.

The reasoning and guidelines for the Technical Budget Adjustment are as follows:

Request:

Absorb approximately \$26.1 million in carryforward/early requests within a \$330.2 million budget in April Technical Budget Adjustments

Approach:

- Projects not hitting an 85% spend threshold for 2024 were subject to a 10% reduction in 2025
 - Surplus funding sources placed in Capital Contingency line
- Funding sources were cut proportionally on projects receiving funding reductions
- Funds were redistributed based on need and known funding gaps
- More significant cuts as needed to free up appropriate amounts of correct funding sources

Obligations and Balancing:

- Priority was to address current contractual obligations as needed by Project Managers
- Ensured all offices had a stake in the process, balancing this with their obligations

Summary of Results:

The tables below show projects that have been impacted by this Technical Budget Adjustment and how much they will be adjusted. The first summary table is the impact by chief office. The last two tables are the top projects impacted by the adjustment in terms of overall dollar change.

Summary by Chief

Chief Office	2025 Adopted Budget	April 9th TBA	2025 Adjusted Budget
Capital Services	\$275,890,000	\$(7,763,000)	\$268,127,000
Enterprise Strategy	15,872,000	2,783,000	18,655,000
Executive Director (Safety)	2,078,000	(318,000)	1,760,000
Finance	21,148,000	5,488,000	26,636,000
Operations	9,705,000	513,000	10,218,000
People	2,145,000	325,000	2,470,000
Planning & Engagement	3,393,000	(1,028,000)	2,365,000
Grand Total	\$330,231,000	-	\$330,231,000

Top Project Increases

Project ID and Name	2025 Adopted Budget	April 9th TBA	2025 Adjusted Budget	Rationale
SGR385 - Rail Replacement Work	\$6,500,000	\$5,500,000	\$12,000,000	Funds for interlocking replacements at 450 East on Rice on the Red line
MSP999 - Capital Contingency	\$5,000,000	\$5,024,000	\$10,024,000	Reduced by 10% that haven't been reallocated yet.
SGR393 - Grade Crossing Program	\$2,500,000	\$3,000,000	\$5,500,000	Increased to cover remaining planned costs for 2025 replacement efforts.
MSP262-SL Central HQ Office	\$1,000,000	\$1,652,000	\$2,652,000	Increased funds to finish out the early design efforts for the project.

ICI214 - Automatic Passenger Counter Upgrade	\$850,000	\$1,350,000	\$2,200,000	Increased funds to complete replacement project in 2025
ICI222 - Fares Systems Replacement Program	\$4,996,000	\$1,230,000	\$6,226,000	Increased funds to complete contract milestones for 2025
ICI230 - Workforce/Enterprise Asset Management	\$5,183,000	\$1,000,000	\$6,183,000	Increased funds to complete contract milestones for 2025

Top Project Decreases

<u>Project ID and Name</u>	<u>2025 Adopted Budget</u>	<u>April 9th TBA</u>	<u>2025 Adjusted Budget</u>	<u>Rationale</u>
REV238 - SD100/SD160 Light Rail Veh Rep	\$35,400,000	\$(5,400,000)	\$30,000,000	Reduced due to extra 2025 funds when compared to contract milestones.
SGR370 - Red Light Signal Enforcement	\$3,209,000	\$(2,883,000)	\$326,000	Project on Hold
FMA693 - Meadowbrook Electrification	\$1,786,000	\$(1,686,000)	\$100,000	Funds moved and work will be completed under MidValley project
SGR397 - TPSS Component Replacement	\$5,000,000	\$(1,500,000)	\$3,500,000	Project nearing completion - may need to add funds back at later date.
MSP258 - Mt. Ogden Admin Bldg Expansion	\$7,713,000	\$(1,357,000)	\$6,356,000	Project still in design phase and contractor will be hired in Q4 2025 or Q1 2026
MSP259 - S-Line Expansion Project	\$11,746,000	\$(1,175,000)	\$10,571,000	Subject to 10% reduction due to not hitting spend threshold.
ICI179 - Network & Infrastructure Equipment	\$1,600,000	\$(1,100,000)	\$500,000	Funds moved to cover cost of other project needs - will look to refill in Q3 2025
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	\$1,711,000	\$(1,011,000)	\$700,000	Funds moved to cover costs of other project needs. Sufficient funding still available to cover obligations.
SGR040 - Light Rail Vehicle Rehab	\$10,200,000	\$(1,000,000)	\$9,200,000	Funds moved to cover costs of other project needs. Sufficient funding still available to cover obligations.
SGR391 - Commuter Rail Vehicle Rehab/Replace	\$3,000,000	\$(1,000,000)	\$2,000,000	Funds moved to cover costs of other project needs. Sufficient funding still available to cover obligations.
SGR403 - Train Control Rehab & Replacement	\$8,000,000	\$(1,000,000)	\$7,000,000	Funds moved to cover costs of other project needs. Sufficient funding still available to cover obligations.

ALTERNATIVES:

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

- Board may reject the requested Technical Budget Adjustment. The impact of this would be UTA would not be able to pay invoices that may come through for work that has been completed, or projects could be delayed due to lack of funding.
- The Board may request revisions to the proposed Technical Budget Adjustment. This could have the same impact as

mentioned above.

FISCAL IMPACT:

The proposed TBA of \$26,073,000 will be funded by the approved 2025 Capital Budget. Funds will be redistributed among the projects as described in the presentation and supplemental material contained within this packet.

If TBA is approved, there will be a balance remaining in the Capital Contingency of \$10,024,000. This TBA would add a net increase of \$5,024,000 to the Contingency. This net addition would be made up of additional funding sources including Bonds, Lease, State, and Local Partner funds. The UTA Funds in the Contingency line were reduced from \$5,000,000 to \$3,800,000.

There is no increase in budget authority. There is no impact on UTA's Fund Balance.

ATTACHMENTS:

- TBA2025-03-01 Technical Budget Adjustment - Capital

UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
April 9, 2025

REF#: TBA2025-04-01

Date: April 9, 2025

Funding Sources	Adopted 2025 Budget	Technical Budget Adjustment	Adjusted 2025 Capital Budget
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 Capital Services	275,890,000	(7,763,000)	268,127,000
FMA679 - Building Remodels/Reconfigurations	1,290,000	(290,000)	1,000,000
FMA687 - Layton Station Improvements	60,000	(6,000)	54,000
FMA690 - Facility Program Development & Design	150,000	111,000	261,000
FMA693 - Meadowbrook Electrification	1,786,000	(1,686,000)	100,000
FMA694 - Electric Bus Chargers	500,000	(201,000)	299,000
MSP140 - Box Elder County Corridor Preservation	1,000,000	(100,000)	900,000
MSP156- Prop 1 Davis County	170,000	923,000	1,093,000
MSP189 - Signal Pre-emption Projects w/UDOT	30,000	(3,000)	27,000
MSP193 - Weber County Corridor Preservation	1,200,000	(120,000)	1,080,000
MSP202 - Davis-SLC Community Connector	6,790,000	(679,000)	6,111,000
MSP207 - 3300/3500 South Max EXP\Optimization	691,000	102,000	793,000
MSP215 - Sharp/Tintic Rail Corridor Connection	70,000	(7,000)	63,000
MSP216 - Point of the Mountain Transit	500,000	(50,000)	450,000
MSP224 - UTA ADA Bus Stop Improvements UTCO	364,000	(37,000)	327,000
MSP248 - Planning & Environmental Analysis	300,000	5,000	305,000
MSP255 - Central Corridor	50,000	(5,000)	45,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	7,713,000	(1,357,000)	6,356,000
MSP259 - S-Line Extension	11,746,000	(1,175,000)	10,571,000
MSP262 - SL Central HQ Office	1,000,000	1,652,000	2,652,000
MSP267 - New Maintenance Training Facility	5,229,000	(523,000)	4,706,000
MSP271 - MOW Training Yard	3,196,000	(312,000)	2,884,000
MSP275 - Station Area Planning	675,000	(475,000)	200,000
MSP287 - 900 East UVX Station	3,211,000	50,000	3,261,000
MSP288 - Sustainability Project Pool	300,000	59,000	359,000

MSP300 - New TRAX platform in South Jordan	1,500,000	452,000	1,952,000
MSP301 - Federal Bus Stops 5339	802,000	(80,000)	722,000
MSP312 - FrontRunner Point Improvements	300,000	(30,000)	270,000
REV205 - Replacement Non-Revenue Support Vehicles	5,000,000	282,000	5,282,000
REV232 - Van Pool Van Replacements	1,681,000	(168,000)	1,513,000
REV233 - Commuter Rail Vehicle Procurement - Used	4,500,000	(450,000)	4,050,000
REV236 - VW Battery Buses	275,000	85,000	360,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	35,400,000	(5,400,000)	30,000,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	34,000	134,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	470,000	970,000
SGR040 - Light Rail Vehicle Rehab	10,200,000	(1,000,000)	9,200,000
SGR353 - Commuter Rail Engine Overhaul	2,000,000	600,000	2,600,000
SGR359 - Bridge Rehabilitation & Maintenance	420,000	140,000	560,000
SGR370 - Red Signal Enforcement	3,209,000	(2,883,000)	326,000
SGR385 - Rail Replacement Program	6,500,000	5,500,000	12,000,000
SGR390 - Jordan River #2 Remodel	8,200,000	(820,000)	7,380,000
SGR391 - Commuter Rail Vehicle Rehab and Replacement	3,000,000	(1,000,000)	2,000,000
SGR393 - Grade Crossing Replacement Program	2,500,000	3,000,000	5,500,000
SGR397 - TPSS Component Replacement	5,000,000	(1,500,000)	3,500,000
SGR401 - Ballast and Tie replacement	300,000	(30,000)	270,000
SGR403 - Train Control Rehab & Replacement	8,000,000	(1,000,000)	7,000,000
SGR407 - Bus Stop Enhancements	1,475,000	25,000	1,500,000
SGR408 - Route End of Line (EOL) Enhancements	500,000	(50,000)	450,000
SGR409 - System Restrooms	2,245,000	430,000	2,675,000
SGR410 - Fiber Rehab/Replacement	1,600,000	249,000	1,849,000
SGR411 - Farmington Ped Bridge Repairs	560,000	(495,000)	65,000
9 Enterprise Strategy	15,872,000	2,783,000	18,655,000
ICI001 - Passenger Information	1,350,000	698,000	2,048,000
ICI146 - FrontRunner WiFi Enhancements	200,000	421,000	621,000
ICI179 - Network Infrastructure Equipment & Software	1,600,000	(1,100,000)	500,000
ICI186 - In House Application Development	200,000	(20,000)	180,000
ICI191 - IT Managed Reserves	400,000	(40,000)	360,000
ICI197 - Bus Communications On-Board Technology	200,000	(20,000)	180,000
ICI199 - Rail Communication Onboard Tech	100,000	(10,000)	90,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	506,000	(106,000)	400,000
ICI214 - APC Upgrade	850,000	1,350,000	2,200,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug	-	80,000	80,000
ICI221 - Customer Relations Software Replacement	-	90,000	90,000
ICI226 - Radio Communication System	4,200,000	440,000	4,640,000
ICI230- Operations System	5,183,000	1,000,000	6,183,000
10 Executive Director	2,078,000	(318,000)	1,760,000
FMA604 - Safety General Projects	120,000	(12,000)	108,000
FMA645 - Camera Sustainability	656,000	(206,000)	450,000
ICI229 - Red/Blue/Green/Fronrunner Camera Systems	600,000	(100,000)	500,000
11 Finance	21,148,000	5,488,000	26,636,000
CDA006 - 5310 Administration Funds All Years	313,000	(31,000)	282,000
FMA686 - Warehouse Equipment Managed Reserve	94,000	(9,000)	85,000

ICI222 - ICI222- Fares Systems Replacement Program	4,996,000	1,230,000	6,226,000
MSP276 - FFY 2022 UT 2023 SL/WV 5310	591,000	(325,000)	266,000
MSP277 - FFY 2022 UT-2023-024 P/O 5310	115,000	278,000	393,000
MSP278 - FFY 2022 UT02023 O/L 5310	200,000	(20,000)	180,000
MSP279 - FFY 2021 UT-2023-013 O/L 5310	50,000	(5,000)	45,000
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	50,000	(5,000)	45,000
MSP302 - FFY 2024 O/L 5310	700,000	(349,000)	351,000
MSP303 - FFY 2023 O/L 5310	700,000	(300,000)	400,000
MSP999 - Capital Contingency	5,000,000	5,024,000	10,024,000
12 Operations	9,705,000	513,000	10,218,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	25,000	825,000
FMA653 - Facilities Rehab/Replacement	1,130,000	717,000	1,847,000
FMA673 - Stations and Platforms Rehab/Replacement	440,000	126,000	566,000
FMA685 - Wheel Truing Machine JRSC	3,500,000	(350,000)	3,150,000
MSP210 - FrontRunner Bike Rack project	50,000	(5,000)	45,000
13 People	2,145,000	325,000	2,470,000
ICI228 - CPO New HRIS system application upgrade	1,570,000	100,000	1,670,000
MSP310 - Bus Training Simulator	450,000	225,000	675,000
14 Planning & Engagement	3,393,000	(1,028,000)	2,365,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	1,711,000	(1,011,000)	700,000
MSP285 - Bus Speed and Reliability Program (BSRP)	100,000	100,000	200,000
MSP294 - Planning Studies	605,000	(105,000)	500,000
REV234 - Tooele County Microtransit & Vehicle Electrification	125,000	(12,000)	113,000
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: 4/9/2025

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

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session in accordance with Utah Code 52-4-205 (1).

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose of this closed session is:

- A strategy session to discuss pending or reasonably imminent litigation - Utah Code 52-4-205 (1) (c)



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/9/2025

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

TITLE:

Settlement Agreement - Henshaw v UTA

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

The Board of Trustees may choose to consider and act on a settlement agreement in Henshaw v. UTA at this meeting.
