PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 30, 2023

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. Click here for more information.

CLOSED SESSION - 2:30 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

PARK CITY WATER SERVICE DISTRICT MEETING - 4:00 p.m.

ROLL CALL

PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

NEW BUSINESS

1. Consideration to Approve an Amendment to a Water Supply Agreement between Salt Lake City and Park City
(A) Public Input (B) Action

ADJOURNMENT

PARK CITY COUNCIL WORK SESSION

4:15 p.m. - Discuss Woodside Park Phase 2 Development - Senior Center Mixed Development

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appointment of Molly Guinan to Fulfill a Vacant Term on the Park City Public Art Advisory Board through June 30, 2026

III. PRESENTATIONS

1. Public Utilities Voice of the People Award in the Transformation Category

2. Republic Services Winter Waste and Communication Update

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Old Town Stairs Wayfinding Project
2. 2023/24 Winter Recreation Update
3. Fiscal Year 2024 Water Rate Update
4. Fire System Backflow

V. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

VI. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from November 2 and 14, 2023

VII. CONSENT AGENDA

1. Motion to Re-Open a Public Hearing on December 14, 2023 for the North Norfolk Plat Amendment - Ordinance No. 2023-54, an Ordinance Approving the North Norfolk Plat Amendment Amending the Knudson Subdivision and Parcel SA-200, and Re-Subdividing the Vacant Lots into Four Lots to Allow Four Single-Family Dwellings - for Public Comment Limited to Those Unable to Provide Online Comment at the Prior Hearing on November 16, 2023
2. Request to Approve the First Amendment to the Contract with J.W.W Excavation LLC, in a Form Approved by the City Attorney's Office, for Soil Remediation Services Not to Exceed $145,156.08
3. Request to Authorize the City Manager to Amend the Professional Services Agreement with Mountain Trails Foundation for Winter and Backcountry Trail Maintenance Services on the Park City Public Trail System for $60,000 Annually, for a Total Amount Not to Exceed $120,000 through December 31, 2025, in a Form Approved by the City Attorney
4. Request to Authorize the Mayor to Execute a Utility Agreement with Rocky Mountain Power and the Community Renewable Energy Agency in a Form Approved by the City Attorney
5. Request to 1) Authorize the City Manager to Enter into a New Five-Year Emergency Mass Notification Service Contract with Everbridge, via SHI International's State Cooperative Contract, for an Amount Not to Exceed $26,093.13 Annually, a Five-Year Total of $130,465.65 in a Form Approved by the City Attorney; and 2) Authorize the City Manager to Renew a Cost-Sharing Agreement with Summit County with updated Costs, in a Form Approved by the City Attorney
6. Request to Approve Additional Programmatic and Qualifying Details to Administer the 2023/24 PCMC Childcare Needs-Based Scholarship Program

VIII. NEW BUSINESS

1. Consideration to Approve Park City Mountain's 60th Anniversary, a Level Four Special Event, on Saturday, February 10, 2024, at Park City Mountain Village in a Form Approved by the City Attorney
(A) Public Hearing (B) Action

2. Consideration to Authorize the Mayor to Execute an Agreement for the Highway 224 Interconnection under the Western Summit County Project Master Agreement in a Form Approved by the City Attorney
(A) Public Input (B) Action

IX. OLD BUSINESS

1. Considertion to Adopt Resolution 21-2023, a Resolution Approving a Policy to Waive or Adjust Construction, Development, and Impact Fees, Park City, Utah
(A) Public Input (B) Action

2. Consideration to Approve Ordinance No. 2023-55 Approving the Bald Eagle Club at Deer Valley Unit 55 Third Amended Located at 7875 Bald Eagle Drive, Park City, Utah
(A) Public Hearing (B) Action

3. Deer Valley Development Company, Inc. Petition to Vacate Public Right-Of-Way – Deer Valley Drive West and South Sections – The City Council Will Conduct a Public Hearing on the Vacation of City Right-of-Way (ROW) as it Pertains to Deer Valley's Snow Park Base Redevelopment (2250 Deer Valley Drive South). This Meeting is a Continuation of the City Council's Public Hearing on March 16, 2023, Work Session on June 1, 2023, Public Input on June 15, 2023, and Public Hearings on July 6, 2023, August 29, 2023, September 28, 2023, November 2, 2023, and November 16, 2023. The Proposed Vacation is Approximately 114,337 Square Feet or 2.62 Acres of City ROW.

   To submit written comment, please email planning@parkcity.org.

   (A) Public Hearing (B) Continue to December 5, 2023

X. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Park City Water Service District Staff Report

Subject:	**Amendment to Water Supply Agreement between Salt Lake City and the Park City Water Service District**
Author:	**Clint McAffee**
Department:	**Public Utilities**
Date:	**November 30, 2023**
Type of Item:	**Administrative**

Recommendation

Review and consider our recommendation to authorize the Public Utilities Director to extend the term of the Water Supply Agreement between Salt Lake City Corporation (SLC) and the Park City Water Service District (PCWSD) to end on October 31, 2024.

The annual agreement is included as Exhibit A.

Background

Under the original collaborative Water Supply Agreement, Park City Municipal Corporation (PCMC) leases 1,000-acre feet of water from SLC's 36% portion of water originating from above the 6,600-foot point in the Spiro Tunnel between May 1st and October 31st of each year. The original lease agreement was executed on October 8, 1991, and carried an initial 25-year term with the option to renew for successive 5-year periods upon written agreement. PCMC assigned this lease to the PCWSD.

On March 2, 2016, the PCWSD and SLC amended the 1991 agreement to extend the agreement one year while also making all of SLC's Spiro water available to PCWSD, and expanding the period of use to year-round. The intent of the 2016 amendment was to allow time to explore the possibility of a long-term year-round use agreement. As anticipated, extending a water lease for a long-term period is complicated due to multi-party ownership of water from the Spiro Tunnel. Thus, PC Public Utilities and the SLC Team continue to work together to pursue a long-term lease agreement, but simply require more time. Thus, for the near term, a one-year extension is needed and required by both PC Public Utilities and SLC.

Similar one-year amendments extending the 1991 agreement were executed each year since 2017. The Amendment being requested is the eighth amendment to the 1991 agreement. It will continue to allow staff to work on the possibility of a long-term year-round use agreement with our partners from SLC.

The extension to October 2024 will automatically extend for one year the 2017 Spiro Tunnel Water Agreement, whereby the PCWSD supplies seasonal snowmaking water to Park City Mountain when desired from this portion of additional water. Vail pays for its' use of SLC's water during the snowmaking season. See Exhibit B.

Funding

Costs associated with the water diverted will be passed onto the user of the water. In addition, the cost of preparing and executing the addendum is included in the current water operations budget.

Exhibits

A 2023 Amendment to Water Supply Agreement with SLC
B 2017 Spiro Tunnel Water Agreement with Vail

2023 Amendment to Water Supply Agreement

This 2023 Amendment to Water Supply Agreement is dated _____ _____, and is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "**City**"), and PARK CITY WATER SERVICE DISTRICT, a special service district organized and existing pursuant to the provisions of Utah Code (the **"District")**."

The City and Park City Municipal Corporation entered into a Water Supply Agreement on October 8, 1991 (the "**1991 Agreement**"), which made a portion of the City's Spiro Tunnel water available to Park City Municipal Corporation from May 1 to October 31 of each year, provided that such water was surplus to the City's needs.

Park City Municipal Corporation assigned all of its rights, interests, and obligations under the 1991 Agreement to the District.

The 1991 Agreement has been amended on several occasions, including an amendment dated March 2, 2016 ("**2016 Amendment**"), to extend the term of the 1991 Agreement and make available to the District the City's Spiro Tunnel Winter Water.

The City and the District now desire to extend the term of the 1991 Agreement, as amended, without changing the other terms of the Agreement.

The parties therefore agree as follows::

1. Paragraph 3 of the 2016 Amendment, as amended, is hereby deleted in its entirety and amended to state:

> Term. The term of this Amendment will take effect upon recordation of it by the Salt Lake City Recorder and will end on October 31, 2024. However, the term may be extended with the written consent of both parties.

2. Except as provided in this 2023 Amendment, the Agreement, as amended, will continue in full force and effect in accordance with its terms.

3. Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees. The District represents that it has not (1) provided an illegal gift or payoff to an Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or former Salt Lake City officer or

employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

The parties are signing this agreement on the date stated in the introductory clause.

PARK CITY WATER SERVICE DISTRICT

_____
Nann Worel, Chair

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney's Office

SALT LAKE CITY CORPORATION

_____
Laura Briefer, Director
Salt Lake City Department of Public Utilities

Attest:

_____
Salt Lake City Recorder

Approved as to form:

_____
Mark Kittrell, Senior City Attorney

SPIRO TUNNEL WATER AGREEMENT

This Agreement dated October 12, 2017, is between the Park City Water Service District (the "District") and VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort ("VR").

RECITALS

A. By Amendment to Water Supply Agreement dated October 12, 2017 ("Amendment"), between the Salt Lake City Corporation (the "City") and Park City Water Service District (the "District"), the City has agreed to make available to the District from November 1, 2017 through April 30, 2018 the "Available City Spiro Tunnel Winter Water" as that term is defined in the Amendment.

B. The term of the Amendment extends until October 31, 2018, unless terminated or extended pursuant to the terms of the Amendment.

C. The price for the quantity of the City Spiro Tunnel Winter Water that is used is 55% of the current "Metropolitan Water Rate," payable on a monthly basis. The current Metropolitan Water Rate is $331.80 per acre foot, and 55% of the Metropolitan Water Rate is $182.49 per acre foot.

D. The Amendment provides that the Available City Spiro Tunnel Winter Water may be used for snowmaking, and that 80% to 85% of that water will return to the surface streams in the form of snow melt runoff (the "snowmaking return flows").

E. The Amendment further provides that the District shall be entitled to such snowmaking return flows to the extent it files, at the District's expense, an application with the Utah Division of Water Rights seeking credit for the snowmaking return flows, and such application is granted.

F. VR operates the Park City Resort and owns the unencumbered right to 34% of the waters flowing through and from the Spiro Tunnel beyond the first 6600 feet ("VR's Spiro Tunnel water").

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District agrees to make available to VR for use at the Park City Resort any portion of the Available City Spiro Tunnel Winter Water that VR desires to use during the term of the Amendment.

2. The price for the amount of the City Spiro Tunnel Winter Water used by VR at the Park City Resort shall be the same price set forth in the Amendment. No additional fee shall be charged by the District for such water.

3. The point of delivery of the Available City Spiro Tunnel Winter Water to VR shall be at the District's golf course ponds below the portal of the Spiro Tunnel (the "Point of Delivery"). VR shall measure the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Resort and furnish such information to the District at the end of each month during the snowmaking season.

4. For purposes of this Agreement, the Available City Spiro Tunnel Winter Water used by VR shall be 36% of the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Area of the Park City Resort. VR shall make payment to the District for the amount of Available City Spiro Tunnel Winter Water that VR uses within 30 days of providing the District the monthly information on the amount of water it diverted and used for snowmaking pursuant to paragraph 3 above. VR does not intend to use any of the Available City Spiro Tunnel Winter Water in the Canyons area of Park City Resort.

5. Any information or payment required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed or made by hand delivery to:

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse Drive
P.O. Box 1480
Park City, Utah 84060

VR:

VR CPC Holdings, Inc.
Attention: Senior Vice President and Chief Operating Officer
390 Interlocken Crescent
Broomfield, Colorado 80021

With a copy to:

Vail Resorts Management Company
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
LegalNotices@vailresorts.com

7. VR shall cooperate with the District in the District's application with the Utah Division of Water Rights seeking credit for the snowmaking return flows resulting from the Available City Spiro Tunnel Winter Water used for snowmaking at the Park City Resort, and provide such information regarding the snowmaking use of water as may be required in connection with such application.

8. This Agreement shall be subject to the terms of the Amendment.

Executed as of the date first set forth above.

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Attest:

Park City City Recorder

PARK CITY WATER SERVICE DISTRICT

By: _____
Chairman

VR CPC Holdings, Inc., a Delaware corporation,
d/b/a Park City Resort

By: _____
Senior Vice President

City Council Staff Report

Subject: Woodside Park Phase 2/Senior Center
Author: Jason Glidden
Department: Community Development
Date: November 30, 2023
Type of Item: Administrative

Recommendation

Review an informational update and consider providing policy direction related to a potential public-private partnership to create a new Park City Senior Center and additional community and affordable housing.

Background

The City has discussed the parameters of a creating new senior center with the Park City Seniors for the past few years. In 1976, the City and the Seniors entered a 99-year lease for the Seniors to locate their building on the City's property on Woodside Avenue, where the current Park City Senior Center is located.

Townhomes at Woodside Park Phase 1

In March 2022, in an effort to clarify roles and responsibilities, PCMC, Summit County, and the Park City Seniors entered an MOU. The MOU outlines numerous responsibilities for each party (irrigation, snow removal, cleaning, staffing, programming, lunches, transportation, etc.).

On November 9, 2022, the City entered another MOU with the Park City Seniors to outline each party's responsibilities related to a potential site redevelopment. Council Liaisons and the Housing Team participated in numerous planning sub-committee meetings with representatives of the Park City Seniors. Most discussions centered on how a new senior center could be incorporated into a redevelopment, size of a senior center, and what amenities it might include.

More recently, the Park City Seniors presented their annual update to City Council on October 26th. The presentation showed Summit County's substantial growth in its senior population and corresponding growth in PC Seniors membership. Currently, around 43% of the Seniors membership resides in Park City (84060), with the remainder living in unincorporated Summit County.

Over the years, the City acquired several adjoining properties next to the Senior Center with the intent to develop affordable housing as well as improve walkability and connectivity between Park City Mountain and the lower Park Avenue area, in general.

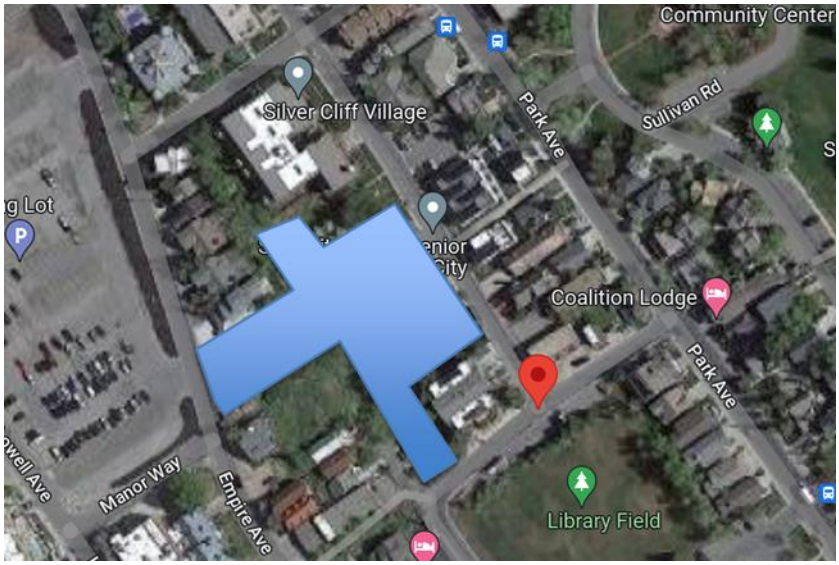
In 2019, the City completed the development of Woodside Park Phase 1, comprised of four affordable single-family homes and four affordable townhomes with accessory dwelling units. All but one unit was sold to qualifying affordable households, with the last retained City-employee housing.

The Woodside Park Phase 2 project concept is the last step in the City's long-term plan to increase the supply of affordable housing in Park City and provide a new Senior Center. In 2019, a previous version of an affordable housing development was approved by the Planning Commission and subsequently appealed by a neighboring property owner. While the application was approved twice by the Planning Commission the appeal was ultimately upheld by the Board of Commissions after being appealed a second time. That project would have created 48 affordable rental Units and improved connectivity as noted above. Ultimately, the previous City Council decided against moving the project forward.

Analysis

The overall policy goal we set out to accomplish for a new Woodside Park Senior Center and community housing public-private partnership is twofold: 1) develop mixed-income housing to accommodate affordable and senior housing opportunities; and 2) develop a new senior center. In an effort to understand feasibility, a sub-committee of two Council Liaisons and members of the Park City Seniors and Housing Team was formed. The sub-committee gathered information from other peer communities and worked with several architects to create potential development models and concepts.

Senior Center Building Size



One of the first items investigated was the size of a new senior center. The group toured several other area senior centers and surveyed peer communities. This helped create a list of potential uses and the space required, as compared to the peer communities.

Survey – The Housing Team contacted 18 communities to collect information about their senior population, membership, square footage, staffing, and programming. We identified common standards and averages, and below is a summary:

Location	Center Facility	SF/Ctr member	% Senior POP	% Senior POP	# SRs in County	Meals svd/week	Total membership	programing/wk	The Program
Park City, UT	3,200	2.3	17%	15%	1,395	2	50	10	1
Aspen, CO / County Program	4,180	3.0	22%	13%	917	4	100	25	6
Breckenridge, CO	10,000	1.9	9%	15%	442	2	40	25	5
Durango, CO	9,278	1.9	15%	20%	6,785	5	50	40	9.5
Eagle, Vail & El Jebel, CO	10,675	5.26	3%	14%	1,108	2	215		4
Jackson Hole, WY	13,000	11.0	6%	17%	629	5	50	38	11
Steamboat Springs, CO	7,000	1.1	15%	18%	2,029	4	30		5.5
Truckee, CA	800	0.0248	16%	29%	2,730	4	20	0	5
Mammoth Lakes, CA	4200	1.41	9%	18%	625	5	15	15	2
Nantucket Town & CO	4600	2.02	16%	16%	2,275	5	16	24	
Myrtle Beach, SC	25000	3.16	21%	26%	7,902	5	50	25	4
Kamas, UT	1,900	9.6	9%	15%	198	2	50	10	0.5
Midvale, UT	14,000	1.00	9%	12%	3,091	5	220	40	4
AVERAGE		**3.36**				**4**	**70**	**23**	**4.8**

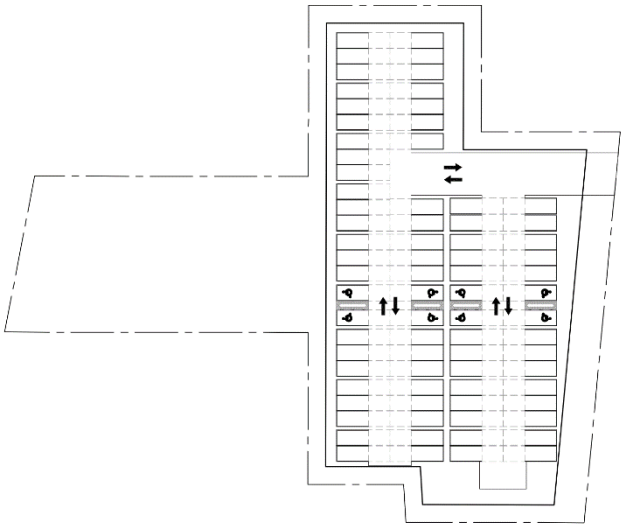
Notable takeaways:

- The average square footage per member was 3.36;
- The outliers were Jackson Hole and Kamas, around 10 square feet per member;
    - Using the 10 sqft per member metric, Park City would require about 5,000 sqft to meet current membership and 14,000 to meet the total senior population in Park City;
- On average, senior centers serve four meals per week and had almost five full-time employees;
    - In comparison, the Park City Senior Center provides two meals per week and staffed by one full-time position.

Massing Study – In addition to the Survey, our architect conducted a massing study to consider how different building scenarios might fit on the relatively constrained development site. The study looked at variables such as the overall size, a stand-alone senior center versus one incorporated into a larger development, and how using the Master Planned Development and Affordable Master Planned Development codes impact overall site design. Expectedly, the scenarios impact feasibility, time, cost, and the number of housing units that can be developed:

- MPD vs. AMPD – The architect investigated how the MPD and AMPD affect feasibility and which achieves the largest senior center while maintaining the ability to develop housing units.
    - **Using the MPD limits the project's ability to build a senior center with a large footprint and also maximize the number of housing units.**
    - The largest factors limiting the project using the MPD are setbacks, open space, and height limits.
    - The AMPD, with better performance zoning tools, increases density for a larger senior center and more housing units, with less parking.
    - **The AMPD's commercial size restrictions limit commercial uses to a maximum of 10,000 sqft. More than 10,000 sqft requires an exception from the Planning Commission.**

- Parking – A parking survey was completed to determine the maximum number of spots on the site. Parking requirements ultimately determine the size, type, and many of the development costs. The site can accommodate up to 77 parking spaces using an underground parking structure (see below). Based on recent cost estimates for underground parking, the estimated cost would be $3.5M.



- Stand Alone vs. Incorporated – The architect evaluated a stand-alone senior center versus a center incorporated into a development. Not surprisingly, a stand-alone senior center yields fewer housing units. A concern noted by the Seniors with the incorporated option is ensuring that the senior center stands out and is easily identifiable to the public.

Key Takeaways From the Massing Study include:

- The AMPD will yield the highest density.
- Without an exception, the AMPD limits a senior center to 10,000 sqft.
- Residential amenities are not considered commercial space.
- A stand-alone senior center will reduce the number of housing units.
- A larger senior center footprint results in fewer housing units.

Based on the results of our discussion with the Seniors, survey and comparable analysis of other senior centers, and the architectural and parking studies, the Committee proposes the Council publish an RFP using the following parameters:

- A multi-level senior center with a building footprint of roughly 7,000 sqft, but a total not to exceed 10,000 sqft;
- Incorporate “shared” amenities to provide shared access for seniors and residents. Amenities include a workout facility, multi-use areas, and office/technology space;
- A goal to develop 50 rental units, with most at affordable rental rates of 60% AMI or below;
- Provide an opportunity for all market-rate housing units and a portion of the affordable units available to qualifying seniors.

Funding

The City Council allocated $3.5M in FY24 towards a new senior center and provide seed funding for a public private partnership.

Timeline

As part of the most recent MOU, an aggressive timeline was created with a goal to break ground in the Fall of 2024. Publishing an RFP to solicit interest from private and public sector partners is recommended.

Policy Questions and Next Steps

The Council policy questions to consider are:

1) What is the preferred strategy to enable a new senior center and affordable housing development?
    a. City is the developer;
    b. RFP for a public-private-partnership; or
    c. RFP or sell the land to a private developer (City is not co-applicant) with conditions.

2) If the preferred strategy is to release an RFP, is the Council generally comfortable with some of the parameters outlined?
    a. Senior Center Building Footprint;
    b. City Financial Contribution to Senior Center;
    c. Proposed Timeline;
    d. Amount of housing units proposed;
    e. Breakdown of housing allotment and affordability levels.

City Council Staff Report

Subject: Public Art Advisory Board Appointments
Author: Jenny Diersen
Department: Special Events
Date: November 30, 2023
Type of Item: Administrative

Recommendation
After conducting interviews and reviewing applications, we recommend the Mayor and City Council consider appointing Molly Guinan to fulfill a vacant term on the Park City Public Art Advisory Board (PAAB) through June 30, 2026.

Background
Public Art is important to creating connectivity and a sense of place and community in Park City. In 1984, the Park City Art Foundation dedicated Park City's first artwork, *Park City Scape* by James McBeth. Today, the artwork is displayed at the Miners Hospital Garden. Park City's Public Art Collection is a defining characteristic of the City, and due to the City's investment, more than 100 artworks now reinforce our community's unique history and culture.

In 1999, the Park City Summit County Arts Council (Arts Council) created the first framework for an Art in Public Places plan. In 2003, the City Council created the PAAB, a board comprised of Park City residents appointed by the Mayor and City Council. PAAB's policies were most recently amended and adopted by Council through resolution 18-2020, which included bringing the then seven-member board to an eight-member board. Board members can now serve up to two consecutive, three-year terms. In addition, the Park City Summit County Arts Council (Arts Council) provides non-voting support and expertise to the PAAB through guidance on various projects and initiatives.

The PAAB's mission, vision, and goals were created in 2016/17 and aligned with Community critical priorities - Housing, Transportation, Energy, and Social Equity. In April, the City Council updated the 2023 PAAB Strategic Plan.

The PAAB makes recommendations to the City Manager and City Council regarding Public Art installations and collections. All decisions regarding Public Art are made final by the City Council after consultation and review by PAAB.

Analysis
In October, we received notice that PAAB member Lara Carlton was resigning from her position due to changes in her residency. Lara has served on the board since 2020, where, in addition to championing many projects, she also served as the Chair of the Board.

The PAAB recruitment was posted on the City's website and social media platforms. It was also sent to stakeholders such as Kimball Art Center and Arts Council to assist with local promotion. We received nine applications. However, one withdrew due to new job

responsibilities, and we interviewed eight applicants.

The interview committee comprised PAAB representatives Pam Bingham (Chair), Kara Beal, Sam Osselear, and Jenny Diersen. The Committee interviewed all eight applicants on November 13 and provided a slate of recommendations for the Mayor's consideration.

All applicants were well qualified, which led to a robust discussion before recommending an individual who could commit the time and focus on "high-level" policy, long-term strategy, and project implementation. We recommend appointing Molly Guinan to fulfill the vacant term, which expires on June 30, 2026.

Funding

PAAB members are not compensated. Public Art has been financed primarily through two funding sources in the capital improvement plan (CIP). The first is a direct allocation to the Public Art capital project (CP0089) from the General Fund transfer and the Lower Park Avenue RDA. The second is through a 1% contribution from qualifying capital improvement projects.

City Council
Staff Communications Report

Subject: Transformation in Utilities Award
Author: Clint McAffee
Department: Public Utilities
Date: November 30, 2023

Summary

The Public Utilities Department was awarded a 2023 Voice of the People (VOP) Award for Transformation in Utilities, presented by the International City/County Management Association (ICMA) and Polco. The VOP Awards honor local governments that best engage residents and include public opinion in community decisions. Park City was nominated after receiving the highest or most improved ratings for drinking water from the National Community Survey (NCS), a nationwide community livability assessment with the largest database of its kind and nearly a thousand participating municipalities throughout the last 30 years.

The 2022 survey results for respondents ranking Park City's drinking water as excellent or good was 75% compared to 43% in 2011, a 35% increase over an 11-year period. Results of Park City Municipal's 2022 NCS are available here. This Staff Communications Report and the presentation at today's Council meeting includes a summary of the issues faced in 2011, the successes and improvements since, and provides an opportunity to recognize and celebrate the achievements over the past decade.

Past Successes

Park City is a challenging environment to provide water service due to many unique factors. Past Mayors, City Councils, managers, and operators of the City's water system have made good strides toward water quality, supply, and reliability of service. In 2010 Park City had a diversified water source portfolio with three wells, three mine tunnels, a spring, and the beginnings of the Rockport Reservoir importation system. The old Spiro Water Treatment Plant, built in 1993 and at the time a cutting-edge facility, was operating well and reducing arsenic, manganese, and thallium from a portion of the water draining from Spiro Tunnel. A complicated water right portfolio was consolidated and used as the basis for many State Engineer approved water diversions still in use today. The water conservation program had started and included one of the first uses of social norming and sharing of hourly water use data. Water operators produced and distributed reliable and compliant water through extreme seasons, mountainous terrain, and a very complicated water system.

Many Challenges Remained in 2010

Despite past accomplishments and a dedicated hardworking staff, in 2011 consumer confidence remained low, likely due in part to several occurrences of distribution water quality excursions, a water supply deficiency, high water consumption rates, pending

requirements to comply with stream water discharge permits, and a general stigma associated with water draining from mine tunnels. During the booming mining era, tunnels were excavated to transport people, equipment, and ore to and from underground mining areas; and to drain groundwater from the mountain to facilitate mining. Two of these drain tunnels are maintained by Park City today, and water draining from them makes up about 30% of the City's water supply. However, water draining from the tunnels contains dissolved and particulate metal concentrations that exceed safe levels for drinking water and stream water.

The low point in consumer confidence likely coincided with the last major water quality excursion in the fall of 2010 where some water coming from some customers' taps was not clear due to elevated levels of metals originating from Judge and Spiro Tunnels. These metals accumulated in the distribution system, then suddenly released during a low water demand period. In response, the City issued advisories to much of the Thaynes Canyon neighborhood to not drink the water for several weeks. Events like the 2010 water quality excursion quickly eroded Park City's customer confidence in the quality of water, and understandably, made it very difficult to regain their trust.

Another challenge to customer confidence occurred in 2010, when Park City was notified by the EPA that it was required to remove metals from water draining from the tunnels before it could even be discharged into local streams. While the City has not received any drinking water violations from the Utah Division of Drinking Water or the Utah Division of Water Quality, mining-influenced water has presented a public health and environmental risk, while eroding customer confidence in Park City's water system.

In addition to water quality challenges, Park City was operating beyond its reliable water supply during peak summer water demands in 2011. Due to Park City's location at the top of the watershed, a large water reservoir was not available to tap during the summer. The problem was compounded by high water use and leaks in city owned water infrastructure.

Approach to Improved Water Service

Since 2011, major steps toward addressing these critical issues have been made. To position the city for success and earn the confidence and trust back from much of the community, the Public Utilities Department developed and subsequently executed the following strategic objectives. Without exception, every Mayor and City Council person during this time has had unwavering support for the resources and funding needed to accomplish these goals.

- Reorganize the Water Department including the creation and additional staffing of several divisions to focus on critical areas including Water Quality and Treatment; Distribution; Engineering; and Water Resources, Conservation, and Customer Service.
- Complete the Rockport Reservoir importation system and construct Quinns Junction Water Treatment Plant.

- Execute the Western Summit County Project, a cooperative water supply agreement with regional water entities.
- Expand the water conservation and leak detection programs.
- Negotiate favorable compliance terms in conjunction with Utah Division of Water Quality permit issuance for the Judge and Spiro Tunnels.
- Develop and execute a comprehensive Mining Influenced Water mitigation and treatment infrastructure master plan.

Park City master planned, funded, and implemented a new water quality improvement program, including the 3Kings WTP, a state-of-the-art water treatment plant that will treat up to 7 million gallons of mine tunnel water per day for drinking water and stream discharge; expansion of and treatment improvements to the existing Quinn's WTP for removal of manganese and organics; and construction of a water filtration plant to treat the Park Meadows Well water which is under the influence of surface water. We implemented water distribution stabilization and cleaning strategies, including utilizing a novel corrosion control practice, implemented monitoring of five distribution system online water quality analyzers that provide water quality data around the clock, conducted routine high-velocity unidirectional flushing, and advanced water main cleaning by ice pigging. We also implemented cutting-edge water conservation strategies, including the WaterSmart customer portal; aggressive water conservation pricing; efficient landscaping rebates i.e., "cash for grass"; and advanced technologies to measure, find, and fix leaking underground water pipes.

Park City Public Utilities' mission is to provide high-quality drinking water, protection of local streams, and reliable and customer-friendly service. Park City has cultivated a culture of water quality scientists and operators who have embraced practices not just to maintain compliance as it had over a decade ago but rather to provide the best water quality possible from source to tap. We do this by establishing, measuring, and achieving internal water quality goals that are much more stringent than EPA requirements through continually optimizing treatment plants and implementing targeted distribution system water quality-focused practices. We constantly promote a transparent, information-seeking culture for preparedness which is essential in mitigating water quality risks.

Core to addressing these challenges has been the Council's and the community's unwavering commitment to water quality, sustainable water resources, and reliable water service. With the changes over the past 10 years, Park City has become a leader in water conservation and has implemented innovative solutions to address our complex and unique water quality challenges. We haven't had a significant disruption in water service and water quality has been consistently high quality since 2011.
The community can continue to feel confident in the management and quality of the City's water supply.

City Council Staff Report

Subject: Republic Waste Removal Services Winter Communications Update
Author: Jenny Diersen, Troy Daley, Luke Cartin, Linda Jager
Department: Special Events, Public Works, Sustainability, Community Engagement
Date: November 30, 2023
Type of Item: Administrative

Recommendation
Receive an update from Republic Services regarding winter service waste collection and communication protocols.

Executive Summary
In anticipation of the winter season and at the request of the Mayor, Republic Services will provide an informational update regarding new communication protocols and waste collection operations.

Summit County provides residential waste collection services for Park City and contracts with Republic Services to provide the service. Separately, the City also has a contract with Republic Services to provide commercial waste collection services to the Main Street Business District.

Residential and commercial waste collection is a complex system that takes collaboration from many parties – Summit County, Park City, residents, and merchants. According to Summit County's Solid Waste Master Plan, the Summit County landfill has less than 30 years of space, and more than 60% of landfilled waste could be diverted (recycled and composted).

Exhibits
A Republic Services Winter Communications Update

Sustainability in Action

Republic Services Winter Plan for Summit County – October 2023

Executive Summary of Communications, Policy, and Operation

To manage the expected inclement weather most effectively Republic Services and Summit County have collaborated over the past several months on the following plan.

WINTER PICK UP POLICY

If Trash/Recycling is not picked up on the designated service date due to weather, then residents should bring containers in before 7pm and put them out again the next morning for pick-up.

If containers are still unable to be serviced, then Republic will not return until the next regularly scheduled service day (following week for trash or two weeks for recycling).

COMMUNICATION

- SummitCounty.Info will be promoted as the site for residents' first line of information regarding trash and recycling pick up and will include the local phone number and email address to contact Republic directly.
- Summit County residents who have already signed up for notifications will receive targeted phone messages and/or text messages from Republic Services when service is delayed to weather via Text-Em-All.
- Residents who have not signed up for notifications may do so easily over the phone, via email, or online.
- The "Trash Dash" tracking sheet will only be activated for significant delays and will provide service delay information by location.
- Summit County social media channels will be used for general information and education rather than day-to-day service updates.

OPERATIONS

- Updated Fleet – Multi-million-dollar investment in three residential (2300, 2610, 2611) and two frontload trucks (1313, 1315) with an additional Container Deliver truck coming online in December.
- Currently fully staffed with additional winter assistance coming locally from Republic Services' Salt Lake, Pleasant Grove, and Ogden divisions.
- Coordination of snowplow removal routes between the county and Republic.
- Overflow drop-off containers will be identified for select high-demand areas and will be serviced daily when residential pick up is delayed.

Throughout the winter Republic Services will continue work closely with Summit County staff for both communication and operational issues are addressed in real time.

Darren Fair – Operation Supervisor (dfair@republicservices.com) will be onsite to address any operational concerns.

City Council
Staff Communications Report

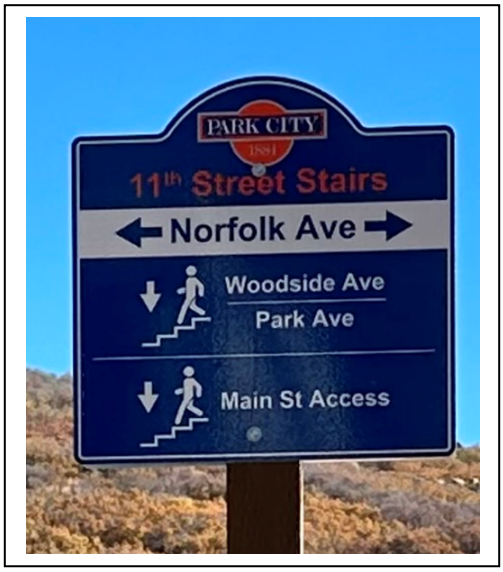
Subject: Wayfinding on Staircases in Old Town Park City
Author: Hannah Halsted
Department: Trails and Open Space
Date: November 30, 2023

The Trails & Open Space Department, in collaboration with the Neighborhood First Committee, has successfully concluded the first phase of a stairway wayfinding project aimed at facilitating pedestrian navigation in the Old Town area, including Historic Main Street.

This initial phase involved the installation of 92 directional signs strategically placed to provide clear guidance, primarily to the west of Main Street. A subsequent phase will include extending signage to the staircases currently under construction on 9th and 10th Streets, resulting in a network of 100 signs spanning over 50 sets of stairs.

Each of these signs is designed to prioritize clarity and legibility, thereby offering users essential information, which includes:

- the name of the staircase they are currently using;
- the cross street at their location;
- directional indicators for streets situated above and below them (depending on their orientation); and
- step-by-step instructions on how to reach Main Street.



The signs have been printed with anti-graffiti and anti-sticker materials to ensure their durability and quality over time.

This project, in conjunction with our Public Work's dedicated snow removal efforts and the Council's commitment to expanding walking and biking infrastructure, represents a noteworthy achievement in elevating the overall experience

for both Old Town residents and visitors and emphasizes our dedication to creating Park City as a more accessible and enjoyable destination.

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City Council
Staff Communications Report

Subject: 2023/24 Winter Recreation Update
Author: Heinrich Deters, Ken Fisher, Amanada Angevine
Department: Trails & Open Space, Recreation, and Ice
Date: November 30, 2023

Summary

This winter, the Trails & Open Space, Recreation, and Ice Departments will provide numerous new and returning recreational opportunities for the community. Below is a collection of those opportunities, details of which can all be found on respective department web pages at parkcity.org.

Trails & Open Space Winter Programming: Trails & Open Space, in collaboration with the Mountain Trails Foundation, has lined up several non-motorized trail options, including hiking, snowshoeing, cross-country skiing, and fat biking on favorite open spaces and trails. A shiny new groomer, funded by the Summit County Restaurant Tax Grant, will make much of this possible and better than ever.

- **Bonanza Flat/Transit 2 Trails:** When there isn't enough snow down in town, we plan to groom Bonanza Flat early and late season. Our Winter Transit 2 Trails program will utilize a private road with permission and support from the Red Cloud Homeowners Association.
- **Round Valley Quinn's Recreation:** We are adding more grooming at the Quinns Round Valley Recreation Complex to keep pace with demand. This well-lit area is perfect for activities in the dark winter months of December and January, with public restrooms available, and provides additional opportunities for youth training programs and clubs.
- **Rail Trail:** We will provide a new grooming route along the Rail Trail to improve access to the PC Heights neighborhood. This route follows the 'Wag-On Trail' from the Rail Trail Master Plan. The traditional area will be groomed by a snowmobile when conditions allow. (Figure 1)

Figure 1

- **Clark Ranch Fat Biking:** We will groom the mountain bike trails on the Clark Ranch (East) property for fat biking enthusiasts. Access to this area is off

Richardson Flat Road. Users can park or take PC Transit to the Richardson Flat Park n Ride located across the street from the trail system.

- **North 40 Grooming:** Grooming will continue at the North 40 Fields to support the PC School District's physical education programs and provide public access from the PC Hill Trailhead.

City Park Winter Activities:
For the third winter in a row, City Park offers two natural outdoor ice rinks, located in the softball field's infield and free for everyone to enjoy. You can skate or play pick-up hockey. Depending on ice conditions, the rinks will be open daily from 9 a.m. to 9 p.m., with lighting after dark.

Stay informed about closures and maintenance through Park City Ice Arena's social media or by calling the Ice Arena. Pick-up hockey nets are available on-site, and you can buy pucks and used skates at the Ice Arena. Rental skates will not be available at City Park, but Ice Arena crews will be maintaining the ice regularly. The public is welcome to help shovel snow after use and help contribute after large storms!

Complementing the rink opportunities, groomed paths will be provided around the playing fields for hikers and dog walkers. In addition, the Park City Library and Special Events will feature family programming, public art, hot chocolate, and games on selected dates. These will also be communicated regularly on the City's social media platform and public service announcements.

Winter Recreation Programs:
Last winter, the Recreation Department introduced several exciting programs that garnered significant success. The upcoming season promises to build on this success with a range of engaging activities. More information can be found here: MARC website.

- **2nd Annual Cardboard Sled Derby (March 2nd):** The MARC partnered with the Mountain Trails Foundation to prepare a hill at the Ice Arena for an exhilarating sledding experience. The sled hill featured three groomed tracks marked with paint and flags, ensuring the safety of all participants. Spectators and parents can enjoy the action from a dedicated viewing area with seating, food, drinks, and lively music.

- **Trailblazing Tots (December – March):** The Trailblazing Tots program was introduced last winter and welcomed nine participants. This program allows parents to explore the great outdoors with their newborns and toddlers. It served as an excellent opportunity for parents to connect with others who share a love for the outdoors and want to introduce their children to the same. Walks take place in various scenic locations around the Park City area, and strollers are recommended.

- **Flashlight Candy Cane Hunt:** Started in 2020, this is now a beloved annual event. In the last three years, the number of young participants aged 3-8 has

grown from 30 to 50. Kids get to decorate their candy cane bags, enjoy hot cocoa, and take pictures with Olaf. We also provide a peppermint hot cocoa recipe in each bag for families to enjoy at home with their collected candy canes. The excitement begins when we scatter hundreds of candy canes in the snow, and as soon as the signal is given, kids eagerly rush out with their flashlights to collect as many candy canes as possible. This event has become a treasured holiday tradition.

- **Gingerbread House:** Ever wanted to build your own gingerbread house? This program has been a joy for three years, with 12 to 15 kids aged 5-18 joining. We provide the supplies for kids and parents to decorate gingerbread houses. Families can have fun decorating while enjoying a Christmas movie and cheerful music, fostering a festive atmosphere that inspires imagination and creativity.

City Council
Staff Communications Report

Subject: Water Rates Fiscal Year 2024 Update
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: November 30, 2023

Summary

The City updated its water rate structure for Fiscal Year 2024, which went into effect July 1, 2023. This effort began in 2020 and went through several public policy discussions with City Council before adoption in 2023. Meaningful and extensive public outreach was conducted throughout the process, which can be reviewed in the May 11, 2023 report. The outreach included an Engage Park City website and visits with most larger HOAs and local business associations.

The adopted rate structure targeted six goals and parameters, which are available in detail in the February 16, 2023 report. One of those parameters allowed customers to select their meter base rate rather than be assigned a base rate based on physical meter size. This option for Multi-Family, Commercial, and Irrigation account types allowed for more control over their water bill. Low users might select a smaller base rate. The smaller the base rate, the more quickly above-average water usage is reached and, therefore, the more expensive the water.

During the adoption process, Council requested Public Utilities provide an update about water rate self-selection. At this point, we are almost halfway through the Fiscal year and have seen 47 accounts self-select into a different rate structure or 5% of eligible accounts. Most changes involved individuals moving their base rate down to reflect their lower water use, and a minority moved to a larger base rate to accommodate higher water use. This created minimal work for Public Utilities, and we believe it is an acceptable trade-off between work created vs. benefit and customer choice.

Type	Changed MBR	Eligible	Percentage Changed
Irrigation	13	223	6%
Commercial	19	415	5%
Multi-Family	15	318	5%
Total Accounts	47	956	5%

A water bill insert explaining the rate changes went out with the August statements and accounts, other than Single Family Residential, were also sent a targeted email regarding the ability to select a base rate.

Public Utilities will propose any changes to future water rates for Fiscal Year 2025 as part of the upcoming budget process. The proposed changes are projected to be less extensive and may only entail two adjustments.

1. A minor rebalance of the base rate in response to accounts that have self-selected into a different base rate.
    a. As discussed in the May 11, 2023, report, as customers move into different base rates or meter rates, a reduction in net base rate revenue is anticipated. To ensure revenue collected continues to be proportional to customers' water consumption, modest adjustments to the monthly base fee may be required as a result of customers moving into different base rates.
2. An inflationary adjustment to water rates overall is being contemplated, currently in the 5% range. This will be dependent upon additional data on inflation and capital cost estimates for the entire water system as a whole.

City Council
Staff Communications Report

Subject: Cross Connection Control Program: Commercial Fire Suppression Systems
Author: Liz Lagoy, Stormwater and Water Compliance Specialist
Department: Public Utilities
Date: November 30, 2023

Summary

The Cross Connection Control and Backflow Prevention Program in Park City is in place to ensure drinking water safety in the City. The water distribution system is designed so that water flows in one direction from the treatment plant or pumping facility to the customer. A cross connection is any physical or potential connection between the City water supply and any potentially hazardous material.

Every water supplier in Utah is obligated to ensure that fire suppression systems (or any cross-connection) have a backflow device. Public Utilities plans to proactively focus next year on bringing Commercial and Multi-Family Residential properties with fire suppression systems into better compliance with Utah's backflow regulations. Though costs range, bringing old systems into compliance costs approximately $11,000 to install proper backflow on commercial and multi-family fire suppression systems. The installations mitigate the risk that older fire suppression systems can inadvertently contaminate or degrade water quality within the drinking water system.

Background

Federal and State laws require public water systems to protect their systems from cross connections where backflow contamination has the potential to occur. Park City, like most jurisdictions, has required backflow protection and testing via Municipal Code 13-1-29 since 2008. Annual system tests are submitted historically to the City to create a list of known assemblies in the system.

However, over the past year, the City has enhanced its program to actively target both public and private locations where cross-connections may be present. The goal of this update is to ensure adequate protection is in place and annual testing occurring. Annual testing is a State requirement, and test reminder notices have been sent out to known assemblies in the City since March 2023.

One source of backflow incidents is older fire suppression systems. Twice in the past 10 years, antifreeze from a fire suppression system has been found by residents in their drinking water. The City assisted the residents and ensured that clean drinking water was restored and proper backflow was installed and tested moving forward. The International Plumbing Code, adopted by Utah, requires all fire suppression systems to have a backflow preventer to prevent standing water and antifreeze from getting into drinking water. These are called Dual Check (DC) and Reduced Pressure (RP) assemblies and are required by State Code to be tested annually by a certified backflow tester.

Ensuring Compliance for Commercial and Multi-Family Fire Suppression Systems

Park City has determined that the highest risk for a backflow incident is from commercial and multi-family locations. These are high risk because there have been multiple locations identified where a fire suppression system with antifreeze has no backflow protection. The majority of Commerical and Multi-Family locations have appropriate backflow protection, but early fire supression systems were installed before backflows were mandated by the State and Plumbing Code. It is appropriate to address this issue now, and locations are not grandfathered. We determined that there are approximately 180 commercial fire sprinkler systems with no backflow protection, and approximately 100 of those systems have some type of antifreeze in them.

Starting in 2024, we will target these locations, prioritizing those known to have an antifreeze additive. To date, we have not identified any locations with Ethylene glycol, which is inherently toxic, and instead have found these locations to be using Propylene glycol or Glycernin, which are generally recognized as safe by the U.S. Food and Drug Administration.

Regardless of the classifications, additives of any kind should be prevented from entering the water system and letters will be sent out to property owners in waves (each month) explaining the hazards posed by not having backflow protection and testing. The letters will also request that the property owner reach out to the Water Department to provide a plan to install the proper protection. The property owner will bear the cost of adding a backflow device. We anticipate contacting property owners over 2024.

City Fire Suppression and Cost

After further review, Park City has five fire suppression systems out of compliance with the International Plumbing Code. The Building Maintenance Department is in the process of bringing these systems into compliance with proper backflow protection.

The cost of the work on our facilities averages around $11,000 for each facility, depending on the system. Because of the cost, the City plans on working with commercial and multi-family locations to ensure they can reach compliance in a timeframe that is financially manageable.

We will provide an update after this effort has launched. In addition, we have created an information location on our website to answer frequently asked questions.

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, UTAH 84060

November 2, 2023

The Council of Park City, Summit County, Utah, met in open meeting on November 2, 2023, at 3:15 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and personnel at 3:20 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:45 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

WORK SESSION

Adjustment or Waiver of Construction and Development and Impact Fees Policy Update:
JJ Trussell, Deputy Building Official, presented this item and reviewed the criteria for considering fee waivers for construction projects. He indicated the policy had been in effect for 20 years and it needed to be updated. He defined eligibility for entities applying for fee waivers and noted that included non-profits or entities that could show the project had significant public benefit. Council Member Dickey asked if “public benefit” was a new definition in the policy, to which Trussell affirmed and stated the definition was taken from the code. He noted “non-profit” only applied to 501(c)3, governmental agencies, special service districts, or religious groups.

Trussell stated eligibility could be considered for voluntary affordable housing units that went above the mandated affordable housing required in master planned developments (MPD). He also indicated the updated policy should include language that fee waiver applications should be submitted to the Building Official. He proposed that right-of-way

bonds should not be waived in the application process and a due date set for requesting a fee waiver of 90 days from the relevant application. Council Member Dickey didn't want to set the City up to start making exceptions if people applied late. Thacker stated most applicants applied within that timeframe.

Trussell reviewed the documents that would be required with the application. He asked if the City should require a financial document showing the need for a waiver. Council Member Toly thought a financial threshold was subjective. Council Member Doilney did not support mandating proof of financial need and stated that could disincentivize a partner trying to do good in the community. Council Member Gerber agreed. Trussell also proposed that ineligible applications should not be considered, but should be denied immediately.

Trussell indicated another change to the policy was that waiver requests would come to Council if the requested amount was over $25,000. The Council supported the change. He also discussed changes to the scoring system. Currently, whatever percentage the committee scored a project, that was the percentage of the waiver request they recommended. Another option could be waiving the percentage of the fee with four options: 25%, 50%, 75% or 100%. Council Member Dickey asked Trussell to look at the scoring criteria, which included contributing to Council goals, community/public benefit, demonstrated financial need, and additional City benefit (other funding provided by the City). Council Member Rubell felt this was a good proposal. Council Members Dickey, Doilney, and Toly favored the original allocation based on the score. Council Member Gerber asked Trussell to look at other cities to see how they scored their requests. Mayor Worel stated Trussell should continue with the current recommendation model and come back with information from other municipalities.

Discuss Clark Ranch Feasibility Study Results:

Browne Sebright, Housing Department, and Jarrett Moe, Stereotomic, presented this item. Sebright reviewed the history of the Clark Ranch property and indicated Stereotomic performed a feasibility study for water pressure, steep slopes, etc. and found 10-15 acres would be suitable for affordable housing. They were considering three density options for the site. He noted the property would need two access points and those costs would range from $5 million to $10 million. Those roads would be to develop the frontage road along SR248 and to access a road in Park City Heights.

Moe indicated much of the property was very steep. If this project moved forward, they would need to set aside 128 acres as was required by code. He thought it best to leave the Sensitive Lands Overlay. Water access was straightforward and could be taken from the water tank at Park City Heights and sewer could be accessed from that subdivision as well. Moe reviewed the density options: Option One would be clustered townhomes. Option Two would be a mix of townhomes and multi-unit stacked buildings. Option Three had a greater footprint and would be horizontal units. Moe discussed the traffic impact for this site and stated it was below the threshold. The cost for the project would range from $55 million to $94 million depending on the option chosen.

Council Member Gerber asked if the parking allotment was per the Affordable Master Planned Development (AMPD) requirements, to which Moe affirmed. Council Member Rubell thanked Sebright and stated this information was what Council was looking for. Council Member Toly asked how much of the frontage road would be improved. Moe stated it would be developed to the edge of the developable property. Council Member Toly asked why an amphitheater was included in the project. Moe stated retention ponds were required and an amphitheater would be a good amenity that could double as a retention pond. Council Member Dickey asked to discuss the affordability when this was brought back and noted this could be a public/private partnership. Council Member Doilney asked to see the cost with the land value included. Mayor Worel stated this information was a good base to move forward from.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell (via Zoom) Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

II. RECOGNITION

1. Consideration to Approve Resolution 19-2023, a Resolution Proclaiming November 11, 2023 as a Day to Honor Veterans in Park City, Utah:

Michelle Downard invited Park City staff veterans Gabe Shields, Jason Rose, and Mike McComb to the presentation table. She announced different events in town honoring veterans and displayed a patriotic PowerPoint presentation. She noted Boy Scout Troop 72 was in attendance and they had a service project to retire American flags appropriately. She thanked veterans for their service.

Shields stated he joined the Army in 2010 and went from a timid, self-centered kid to a confident and strong person. He stated the strength of his convictions was supported by the community and the City. McComb thanked Council for their support. Mayor Worel thanked staff for their service in the community and for the City. The Council read the resolution aloud.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input

Council Member Gerber moved to approve Resolution 19-2023, a resolution proclaiming November 11, 2023, as a day to honor veterans in Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly stated Halloween on Main was a great event. She noted ballots would be arriving in mailboxes. Council Member Gerber noted the surveys for the 5-acre study and the Bonanza Park feasibility study were online and she encouraged people to take those. She thanked staff for their work on the Halloween on Main Street event. She thought there needed to be a discussion with the school district to resolve some traffic issues on Halloween. Mayor Worel stated Representative John Curtis attended the Halloween on Main Street event and he was in costume. Council Member Rubell indicated during this election season, the community should hold the current and future elected officials accountable and ensure they do what they said they would do.

Mayor Worel announced the City Fire Wise USA certificate was renewed for another year and she thanked staff for making this possible. With the certificate, any suppression costs associated with a fire in the City would be paid for by the Forestry, Fire, and State Lands. She also welcomed Boy Scout Troop 72 to tonight's meeting.

Staff Communications Reports:

1. 2023 Golf Season Update:

2. PC Transit 2023-2024 Winter Service Plan Update:

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Eric Armantrout, 84098 stated he was the scoutmaster of the troop here tonight. He thanked Council for the Veterans' Day resolution that passed tonight. He and other scouting leaders were veterans. He noted many in public service wore a Scout uniform

first. He indicated there was a dropbox at the Summit County Library where the public could drop off worn out flags.

Bill Johnson, 84060, indicated November was lung cancer awareness month and he encouraged the public to learn about this disease. It was the leading cause of death in the nation. Radon was a leading cause of lung cancer. He advocated for radon monitors.

John Greenfield, 84060, stated the Clark Ranch maps were not reflective of the site and noted there was construction by that area. He encouraged Council to walk the area. He also discussed microtransit and indicated he talked to a driver who made 40-50 trips per day to the Montage.

Mayor Worel closed the public input portion of the meeting.

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from October 10, 2023:

Council Member Gerber moved to approve the City Council meeting minutes from October 10, 2023. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a License Agreement, in a Form Approved by the City Attorney, with Toro Blanco Group for Cellular Antenna Installations in the Public Right-of-Way:

2. Request to Approve a Final Three-Year Extension to Exhibit E of the Interlocal Agreement with Park City School District for the Joint Use of Facilities for Recreation:

3. Request to Approve the Estimating Agreement for a Potential Utility Relocation Project Not To Exceed $150,000 with Rocky Mountain Power in a Form Approved by the City Attorney:

Council Member Gerber moved to approve the Consent Agenda. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

VII. OLD BUSINESS

1. Consideration of Deer Valley Development Company's Petition for the City to Vacate Portions of Right-Of-Way on Deer Valley Drive West and South, and to Dedicate Doe Pass Road to the City, as Part of the Snow Park Village Base Area Master Planned Development and Subdivision Application:

Mayor Worel stated there had been 15 public meetings on this in the last 16 months. The Council heard the voice of the community on downstream effects of the plan, reducing congestion and expanding transit, and having more affordable housing. The Council continued to press for progress on these priorities with Deer Valley. She looked forward to sharing more details at future meetings.

Todd Bennett, Deer Valley Resort President and COO, stated the conversations with the Council and the community were not always easy but they were very respectful. He appreciated the approach taken by the Council. Council Member Rubell asked why this item kept being continued. Mayor Worel stated it was continued because of noticing requirements. The meetings got continued so the public hearing could remain open. If the public hearing closed, it would take three weeks before this came back on the agenda.

Mayor Worel opened the public hearing.

Tanner Blackburn, Deer Crest Masters Association General Manager, stated his association and the homeowners supported Deer Valley and the City's efforts to come up with the best product that would be beneficial to all.

Mark Duross 84060, on behalf of Amber Day Star, indicated the residents stood in support of the Protect the Loop (PTL) group. He didn't like the configuration of the loop and he recommended having the garages on the east side.

Roya Baldridge, Comstock Lodge, stated they would have to give up trees and curb to make the Deer Valley plan work. She supported the proposal by PTL. Also, for some concerts, there was so much traffic that the last car left the parking lot at midnight. She stated the traffic studies did not reflect the conditions she just explained, and she asked for new traffic studies. She indicated the loop would have two or three traffic signals and the road would be a four-lane road. She felt this was a safety hazard. She wanted Deer Valley to prosper, but she wanted them to consider other options.

Sally Jablon stated she was passionate about Deer Valley. She was concerned that there should be evidence-based reasons for doing this project and not do it based on what people thought would happen. She wanted evidence of peak traffic numbers and

asked for a plan that would not take away the residents' quality of life and still allow Deer Valley to have theirs.

John Greenfield 84060 stated the traffic study performed by a third party stated the daily traffic would increase by 34%. Nobody knew what would happen now, but he knew the plans were changing. He wanted to send out good vibes. He asked to know how close this was to being resolved.

Council Member Doilney moved to continue the Deer Valley Development Company's petition for the City to vacate portions of right-of-way on Deer Valley Drive West and South, and to dedicate Doe Pass Road to the City, as part of the Snow Park Village Base Area Master Planned Development and Subdivision application to November 16, 2023. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO NOVEMBER 16, 2023
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2023-51, an Ordinance Amending Sections 4-1-1, 4-3-6, and 4-7-3 of the Municipal Code of Park City, Utah:

Jenny Diersen, Special Events Manager, stated these code amendments would clean up the code to reflect the name change from "Business Improvement District" to "Business District." It would also remove the requirement to pay the business district fee.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2023-51, an ordinance amending Sections 4-1-1, 4-3-6, and 4-7-3 of the Municipal Code of Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell and Toly

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

JOINT PARK CITY AND SUMMIT COUNTY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

November 14, 2023

The Councils of Park City and Summit County, Utah, met in open meeting on November 14, 2023, at 9:00 a.m. at the Park City Hall Council Chambers.

JOINT PARK CITY COUNCIL AND SUMMIT COUNTY COUNCIL SPECIAL MEETING

Park City Council Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Sarah Pearce, Deputy City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Excused**

Summit County Council Attendee Name	Status
Chair Roger Armstrong Vice Chair Malena Stevens Council Member Tonja Hanson Council Member Canice Harte Council Member Chris Robinson (via Zoom) Shayne Scott, County Manager Amy Price, Deputy County Clerk	**Present**
None	**Excused**

Mayor Worel reminded the public of early voting dates: November 16, 17, 18, and 20, and the deadlines for mailing and dropping off ballots for the General Municipal Election.

REGIONAL HOUSING AUTHORITY UPDATE

1. Continuation of the Policy Discussions Regarding the Potential to Create a Regional Housing Authority:

Council Member Toly, Housing Authority Committee Chair, and Council Member Harte, Vice Chair, thanked the committee and stated they had 18 meetings in the last few months. Council Member Toly displayed questions for the Councils to consider and Council Member Harte indicated the Councils should give direction today to move forward in forming a regional housing authority or not.

Jason Glidden, Park City Housing Manager, reviewed the timeline in considering this proposal. He displayed an evaluation matrix based on feedback from other communities and housing authorities. He noted some benefits of a housing authority included greater efficiency in the development of affordable housing, a centralized clearing house for housing-related issues, neutralized political pressures and competing interests that could be found in local government, access to funding sources that might not be available to other governmental agencies and non-profit organizations, and the state of Utah mandates increasing regional collaboration among government agencies.

Glidden covered the current annual costs for housing between the City and County was estimated at $1.2 million. The potential housing authority annual budget was estimated at $1.5 million. He stated a housing authority would centralize regional housing services. Efficiency would be achieved in the development of affordable housing. He indicated all entities would agree to contribute equitable resources to fund the housing authority projects as determined by scope and form of governance and commit to support the authority until it became financially self-sustainable. Each entity would need to transfer full-time employees, land, cash, in-kind services, and space for the authority to succeed. He hoped the Councils would discuss interlocal agreements and resolutions to get the housing authority running. Council Member Hanson asked how long the commitment would be, to which Glidden stated it would take more than five years.

Council Member Rubell noted the matrix scoring was close. The financial obligation was $1.5 million to get it up and running. Each entity agreed to $500,000 and so there would be a $500,000 funding gap. Council Member Harte stated the entities were currently spending $1.2 million so the additional funding needed was $300,000.

Council Member Stevens noted there would be extra costs for legal, human resources and IT services. Council Member Toly stated getting the housing authority running was a five-year process, so things would be moved every year and not abruptly. The benefit would be that there weren't three different teams working on affordable housing.

Council Member Rubell indicated he supported this if there was not a net increase in spending. He suggested utilizing a taskforce plus to achieve access to funding. The Councils thought additional funding was available for a housing authority, but if not, maybe a housing authority was not a good idea. He thought a regional taskforce was a good idea until a housing authority became feasible. He wasn't against a housing authority but didn't think this was the right time. Glidden stated a taskforce was

comprised of volunteers and a separate entity would still be needed, so the City and County would each retain their own staff and efficiency would not be realized. Council Member Rubell indicated there were taskforces with paid facilitators so that could be an option. Chair Armstrong used High Valley Transit as an example and stated three County Council members sat on the board. The same would be reasonable if a housing authority was formed.

Council Member Dickey agreed with Council Member Rubell and felt a housing authority would be expensive. He favored putting resources in a shared service such as a taskforce and stated that would produce cost savings. Housing was complex, but it could be a shared service because it had repeatable functions as well as stand alone functions. He expressed concern for all the housing projects in the pipeline in Park City and stated turning them over to a housing authority was a risk. Over time he favored merging housing into one place. Council Member Toly hoped that if a housing authority was created, the staff would move with it so the momentum of projects would continue.

Council Member Rubell was excused at 9:40 a.m.

Council Member Doilney stated sometimes they had to take a step back in order to move forward. He asserted the City and County should be working together on affordable housing. The more government was limited, the quicker projects could move forward and he favored moving forward with a housing authority. The City had a goal for the last eight years to build affordable housing, and things were moving too slowly. Council Member Dickey stated he supported moving forward, but he wanted to ensure it was a shared service.

Council Member Gerber stated it would take a while to get the housing authority running and the natural first step would be a taskforce. She favored starting with a taskforce and beginning the long-range collaboration, then transitioning to a housing authority. If the group decided to move forward with the housing authority, both entities needed to be all in. She noted it would take a while to build a solid financial structure.

Council Member Stevens agreed with Council Members Doilney and Dickey and thought having an affordable housing clearing house was a great benefit to the community. Council Member Hanson was concerned about the budget, but she thought other municipalities could get involved and contribute to the housing authority as well. She liked the efficiencies and collaboration. She favored moving forward with the housing authority and thought starting with a taskforce would get it up and running more quickly.

Council Member Robinson stated the problem to be solved was to build affordable housing. He wanted to hear more about the City's projects such as Clark Ranch. He thought the top priority should be housing development. He indicated the County hadn't built any projects and he wanted a structure that would result in construction. He would like development on the Gilmor property, but he didn't see the housing authority doing

that. He liked the idea of having joint ventures, but not a housing authority over that property.

Chair Armstrong agreed the County had not considered areas for affordable housing, but their goal was to make affordable housing a priority in the future. He thought it would be difficult to give that decision-making authority to an independent entity. He would not object to a housing authority and a taskforce was needed no matter what the decision was. Council Member Stevens stated there would still be collaborative discussions even with a housing authority.

Mayor Worel asserted there wasn't one place people could go to find out about affordable housing. She favored a housing authority and wanted to move forward and act quickly. Putting the logistics in place would be a heavy lift, but it would be exciting to see the results. She thought it was time to bring in additional resources. Chair Armstrong indicated the governor was stressing affordable housing and he hoped there would be additional funding allocated for that.

Council Member Harte stated the City was spending the majority of the $1.2 million cost and if the County ramped up its efforts, the cost would go up to $2 million or more. He also noted Mountainlands Community Housing Trust would be a resource to a new housing authority. The risks were real. Time would be needed to make organizations succeed. He favored moving forward with a housing authority and noted the direction today was not a final vote, but direction for staff to continue working out the details. Council Member Toly noted the Councils recommended reconvening in January to discuss next steps to get to a housing authority and the costs needed. It would be important to understand real costs and benefits and look at a five to10-year plan. At that point, a taskforce could bring on more Council members and stakeholders in the community.

Chair Armstrong stated there would still be a need for nonprofits, interlocal agreements and collaboration with other entities. He proposed that the taskforce would plan the housing authority. He wanted the Councils to look at their budgets to understand their financial resources. He thought it would be a giant financial obligation on the front side of implementing the housing authority. He wanted to figure out a revenue stream to support this.

Council Member Stevens stated the County had deed restricted properties but the restrictions would expire. She thought the utility of a housing authority would be having a team tracking the data and keeping the affordable stock out of the nightly rental market. Council Member Robinson noted the last column of the matrix was state compliance and asked for clarification. Jeff Jones, Summit County Economic Development and Housing Director, indicated having a contract with Mountainlands and funding a housing authority were both allowed. Council Member Dickey stated he wanted to work together to get housing going in the County and he thought a housing authority would jumpstart that.

Council Member Robinson asked what it would take to issue an RFP for a public/private partnership on County land. Council Member Gerber noted it took years of planning before the City could jumpstart more affordable housing. The land management code needed to be revised and she didn't know if the County had been doing that planning as well. She advised that the County get started with that process in order to make future housing projects more feasible. Council Member Stevens stated if both entities were focused on projects, they could be moved into the housing authority. Council Member Harte added a housing authority would not prohibit cities from doing their own projects as well. Council Member Doilney stated the taskforce would help figure out everyone's role in housing. He was glad the Councils agreed to move forward and the next step would be to discuss the "how." Council Member Harte indicated the committee would work on the cost and bring it back in January. Chair Armstrong asked that part of the conversation focus on what percentage of housing should be affordable. Council Member Gerber asked to discuss models that got a return on investment and felt that information would be helpful.

Council Member Harte summarized the majority of the group wanted to move forward with a housing authority with an intermediary step of using a taskforce group. Council Member Robinson requested that the next meeting should be focused on the housing authority and the taskforce.

SCHEDULE NEXT JOINT MEETING

It was indicated the next joint Council meeting would be held Friday, January 12th at the County building.

ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

City Council Staff Report

Subject:	**First Amendment to Soil Remediation Contract for 1875 Homestake Road**
Authors:	**Jason Glidden, Housing Development Manager**
Department:	**Housing**
Date:	**November 16, 2023**
Type of Item:	**Administrative**

Recommendation

Review and approve a contract amendment with J.W.W Excavation LLC, in a form approved by the City Attorney's Office, for additional soil remediation services not to exceed $145,156.08.

This amendment will provide additional site preparation and remediation of environmentally sensitive soils on City-owned property at 1875 Homestake Road (the "Property"), compliant with Chapter 11-15 of the Park City Municipal Code: Park City Landscaping and Maintenance of Soil Cover and overseen by the City's Environmental Regulatory Program Manager.

Maintaining compliance with the City's Soils regulations is an important aspect of the Engine House Affordable Housing Development, and the overall soil remediation aspect of the Engine House remains well under budget. The City's project management team, otherwise known as an owner's representative, supports the contract amendment and continues to monitor project progress and costs closely.

Background

The City purchased the Property on Homestake Road in 2017, identifying the location for either a transit hub or affordable housing. At that time, it was well known there would be soil remediation costs. The benefits of the property acquisition were identified as far outweighing the potential soil remediation costs.

As you know, the triangular-shaped Property was owned and operated for several decades by the Union Pacific Railroad Company, with railroad spurs located at each of the three outer perimeter property boundaries. The rail lines were used to transport various goods and materials, including mining-related ore and concentrate materials, in and out of Park City. A portion of the middle of the Property was used for temporary livestock corralling/management and small associated buildings.

At the time of the original soil remediation contract, the majority of the Property's land surface was paved with an approximately 4-inch thick asphalt surface and had been used for general neighborhood public parking and storage.

Historical topsoil sampling on the Property showed that some soils contain elevated concentrations of lead above local limits. Potential sources of lead were found in stormwater runoff and air-dispersed particulate matter that are consistent with the historical transport and/or migration of mining-related ore and processed waste materials.

Park City's Landscaping and Maintenance of Soil Cover code requires a rigorous process to investigate and remediate lead contaminations.

On December 9, 2021, the City Council approved (Staff Report, Minutes) an MOU with J. Fisher Company to outline Project goals and detail the responsibilities of each party to fulfill an affordable housing project. The MOU offered assurances to both parties, provided minimal financial commitments, and was intended to steer the partnership toward a final Development Agreement. As part of the MOU, the City would assist with environmental remediation of the Property, and budget was identified accordingly.

On June 22, 2023 (Staff Report, Minutes), the City Council approved a contract with J.W.W. Excavation to remediate environmentally sensitive soils and prepare the site for affordable housing development. Soil remediation costs were estimated based upon an extensive soil testing program conducted on the Property. Both the MOU and the contract contemplate the need to remove additional materials even beyond the original contract amount, if and when deemed necessary to maintain compliance with Park City's Soils regulations.

Fortunately, soil remediation efforts began in earnest in mid-August to beat the winter season. During the process, additional environmentally sensitive soils were uncovered than originally projected, which is common throughout Park City. This contract amendment will cover the additional soil remediate costs and ensure compliance with all applicable PCMC and State regulations.

Analysis

The original contract was $740,250, and the amendment will increase by $145,156.08, or roughly 20%, bringing the total to $885,406.08. Importantly, the total contract amount including the $145K amendment remains well below the original soils budget of $1.7M. The overall saving, or relative to the budgeted amount, is in large part due to our extensive soils testing program and resulting ability to deliver soils to the Summit County landfill instead of hauling it to Tooele.

Funding

The City allocated funds from the Lower Park Ave RDA bond funds and the Additional Resort Communities Sales Tax revenue to fund affordable housing public private partnerships. Additional funds from the City's capital improvement project fund are already allocated to cover the contract amendment.

Department Review

This report has been reviewed by Housing, Environmental Regulatory Affairs, the City Attorney's Office, and the City Manager.

Exhibits

Exhibit A – First Amendment to Professional Service Agreement – Homestake Soil Remediation

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM is made and entered into in duplicate this _____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **JWW EXCAVATING, INC.**, a Utah corporation, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on June 28, 2023.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on June 28, 2023, (hereinafter "Original Agreement");

WHEREAS, part of the scope of services is for Service Provider to provide soil remediation and excavation services until substantial completion;

WHEREAS, the term of the Original Agreement is due to end December 31, 2023;

WHEREAS, the Original Agreement establishes contingency actions if additional soil contamination is encountered at the property and additional soil remediation and excavation work was necessary; and

WHEREAS, the parties desire to amend the Original Agreement to modify the scope of work and compensation paid to Service Provider.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **AMENDMENTS:**

   a. **SCOPE OF SERVICE**. The Scope of Services shall be amended as follows:

      The Service Provider shall perform additional soil remediation and excavation work, according to Section 13 and Exhibit "B" of the Original Agreement, to address the additional volume of soil encountered at the City-owned property at 1875 Homestake Road. It is understood that this scope is intended to be completed in one phase and not multiple phases.

   b. **AMOUNT:** The total fee for this additional scope of services shall not exceed **$145,156.08**, for a total not to exceed contract price of **$885,406.08**.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. **COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES**. Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

_____
MATT DIAS, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

SERVICE PROVIDER:
JWW Excavating, Inc., a Utah corporation
P.O. Box 1265
Park City, UT 84060
Tax ID#: 87-0513764
Biz # B-017142

_____
Printed Name

_____
Signature

_____
Title

City Council Staff Report

Subject: Mountain Trails Foundation Contract
Author: Heinrich Deters
Department: Trails & Open Space
Date: November 30, 2023
Type of Item: Administrative

Recommendation
Consider a request to authorize the City Manager to amend the Professional Services Agreement with the Mountain Trails Foundation for winter and backcountry trail maintenance on the Park City public trail system for $60,000 annually, for a total of $120,000 for the remainder of the contract (December 31, 2025) in a form approved by the City Attorney.

Background
Park City oversees approximately 150 miles of recreation trails in open space preserves and areas near the City. These include Round Valley, the Aerie and Masonic Hill, Solamere, Bonanza Flat, Treasure Hill, and Old Town. Additionally, the City manages over 40 kilometers of Nordic trails and 15 miles of groomed winter single-track trails in the Round Valley and Bonanza Flat regions. These trails and preserved spaces contribute significantly to the quality of life for Park City residents and visitors.

The Mountain Trails Foundation, a local non-profit dedicated to trail maintenance and preservation, has a history of providing professional and technical services to the City. The most recent contract was approved December 17, 2020, for 5 years, with an annual budget not to exceed $75,000. The total 5-year budget was capped at $375,000. The current agreement expires on December 31, 2025.

Analysis
Before Winter 2022/23, the winter maintenance and grooming budget was limited to $15,000 annually. Due to the growing popularity of non-alpine winter recreation and the increased demand for free and publicly accessible activities like Nordic skiing, snowshoeing, hiking, and fat-biking, additional services are needed along the Rail Trail corridor and the Clark Ranch property, exceeding the adopted annual budget. The $60,000 annual budget amendment ($120,000 total increase) will help maintain the quality and accessibility of our trails, benefiting both residents and visitors. The amendment also aligns with the FY24 budget process and reflects the Council's commitment to community well-being and outdoor recreational opportunities.

Fortunately, the funding request also coincides with the exciting acquisition of a brand-new groomer, thanks to the generous support of a Summit County Restaurant Tax Grant.

Funding
Funding for the amendment was already approved during the FY24 budget process.

Attachment
Exhibit A: 2021-2026 Contract

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 26 day of January, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **MOUNTAIN TRAILS FOUNDATION, INC**., a Utah non-profit corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **THREE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS ($375,000.00).**

The City has designated Heinrich Deters, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2025, or earlier, unless extended by mutual written agreement of the Parties.

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3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized

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by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code,1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

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6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars ($1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) for bodily injury by accident, and One Million Dollars ($1,000,000) each employee for injury by disease.

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The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be

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required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

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15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

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18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

DocuSigned by:
Matt Dias
D5D522E86E248E...
Matt Dias, City Manager

Attest:

DocuSigned by:
B628D34DAB1D4C9...
City Recorder's Office

Approved as to form:

DocuSigned by:
Tom Daley
B3D7...
City Attorney's Office

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

SERVICE PROVIDER NAME:
MOUNTAIN TRAILS FOUNDATION, INC. a Utah non-profit corporation
P.O. Box 754
Park City, Utah 84060

Tax ID#: 87-0514223
PC Business License# BL: B-010112

DocuSigned by:
Charlie Sturgis
B7DB7EB0BEDE4B2...
Signature

Charlie Sturgis
Printed name

Executive Director
Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2021, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of MOUNTAIN TRAILS FOUNDATION, INC., a Utah non-profit corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for MOUNTAIN TRAILS FOUNDATION, INC., a Utah non-profit corporation.

_____
Notary Public

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 21 day of January, 2021, at Summit County,Utah (insert State and County here).

Printed name Charlie Sturgis

Signature: DocuSigned by: Charlie Sturgis B7DB7FB0BFDE4B2...

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

The scope of the project is to provide general maintenance on the Park City trail system, within City limits and/or located on City-owned designated open space. The maintenance shall include, but is not limited to, trail evaluation and maintenance planning, revegetation clearing, tree pruning, sign/trailhead maintenance, rerouting of trails, closures and regulation, vegetation of eroded areas, winter trail maintenance and grooming, and back-country trail construction consistent with Park City Trails Master Plan and International Mountain Bike Association Standards. The property shall consist of all City-owned open space and all public trail and access easements granted to the City.

Fee Schedule:
Mountain Trails Foundation proposes the following fee structure:

- An hourly rate of $35/employee-hour which includes use of a trained staff member, general equipment, fuel and travel time incurred in performing the work required. (Note: materials will be billed separately at cost.)
- An hourly rate of $90/hour for a trained operator utilizing Mountain Trails' machinery (excavators, skid steer, Toolcat, etc.)
- All rental equipment will be billed at cost (rental charge) plus fuel. In addition, an hourly rate of $35/hr. will be charged for the operator.

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

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MOUNTATR01 EMILYS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 92472
Beehive Insurance Agency
302 West 5400 South #101
Salt Lake City, UT 84107-8225

APPROVED

CONTACT NAME: Star Morgan
PHONE (A/C, No, Ext): 6886 FAX (A/C, No): (801) 685-2899
E-MAIL ADDRESS: smorgan@beehiveinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Peerless Indemnity Insurance Company	18333
INSURER C : Ohio Casualty Insurance Company	24074
INSURER D : WCF Mutual Insurance Company	10033
INSURER E :	
INSURER F :	

INSURED
Mountain Trails Foundation
Charlie Sturgis Exec Director
PO Box 754
Park City, UT 84060-0754

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		BKS55364984	3/15/2020	3/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAS55364984	3/15/2020	3/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO55364984	3/15/2020	3/15/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1934728	9/23/2020	9/23/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, per attached forms.
Primary & Non-Contributory applies, per attached forms.
Waiver of Subrogation applies, per attached forms.
30 day notice of cancellation applies, except for 10 days for non-payment.

CERTIFICATE HOLDER

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Part of Premises Leased:
1354 PARK AVE
PARK CITY UT 84060

Name Of Person(s) Or Organization(s) (Additional Insured):
PARK CITY MUNICIPAL CORP

PO BOX 1480

PARK CITY, UT 84060

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;

2. It is hired, chartered or loaned with a trained paid crew;

3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and

4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) -** Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

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Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS:**

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

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SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. - Who Is An Insured** is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing,** is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks" , we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

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9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to provide a limit of $50 per day and a maximum limit of $1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lessor vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B.**

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

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14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";

b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

d. Transfer or rollover balances from previous loans or leases;

e. Final payment due under a "Balloon Loan";

f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";

g. Security deposits not refunded by a lessor;

h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";

i. Any amount representing taxes;

j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

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C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE,** if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible:**

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insureds" name and address; and

(c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory,** is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS,** Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. **Waiver Type** Blanket

   Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/15/2021 Policy No. 1934728 Endorsement No.

Insured MOUNTAIN TRAILS FOUNDATION INC Premium
PO BOX 754
PARK CITY, UT 84060-0754

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

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City Council Staff Report

Subject: Community Renewable Utility Agreement
Author: Luke Cartin
Department: Environmental Sustainability
Date: November 30, 2023
Type of Item: Consent - Administrative

Recommendation

Review, discuss, and consider approving the Utility Agreement with Rocky Mountain Power and the Community Renewable Energy Agency. This procedural step allows Park City to continue its leadership and participation in the upcoming Utah Public Service Commission regulatory filing for approval of a net-100% renewable electricity program for Utah communities.

Approving the proposed Utility Agreement with RMP does not bind Park City to any future costs.

Background

- In 2016, Park City, Summit County, and Salt Lake City hired Energy Strategies to complete a community renewable energy feasibility study.
- In 2017, Park City signed a Joint Clean Energy Cooperation Statement with Rocky Mountain Power to collaboratively create a pathway to Park City's renewable goals.
- In 2019, The Community Renewable Energy Act was passed by the Utah Legislature
- In late 2019, Rules Governing the Community Renewable Energy Program were adopted by the Utah Public Service Commission.
- In 2021, Park City approved the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program. This interlocal agreement created the Community Renewable Energy Agency, and Park City was a founding anchor member.
    - The Agreement also included a payment structure for legal and technical advice for the Agency and reimbursement to the State regulatory agencies for technical experts and assistance.
- On July 17, 2023, the Utah Community Renewable Energy Agency unanimously approved the Utility Agreement with Rocky Mountain Power. This agreement outlines key elements that must be in the regulatory filing for the Public Service Commission to review.
- On November 7, 2023, Park City received the final version of the proposed Utility Agreement, which is attached as Exhibit A.

Discussion

Park City has been a leader in renewable energy policy in Utah. The 2019 Community Renewable Energy Act created a pathway for local communities to reach a net-100% renewable electricity supply by 2030. 18 communities passed resolutions and joined the interlocal Utah Community Renewable Energy Agency (CREA). The CREA meets monthly to discuss program design, low-income programs, and communication of the renewable

program overall. Councilmember Rubell is the City's primary representative, with Luke Cartin, Sustainability Manager, as the City alternate.

The CREA and RMP have worked together for over a year to submit the net-100% renewable electricity program to the Utah Public Service Commission for approval. The Utility Agreement is a required procedural step between the participating communities and RMP. It was reviewed by the CREA extensively, considered and approved at their July 17 Board meeting, and received a unanimous recommendation for participating communities to cosign.

Utility Agreement
Utah State Rule R746-314 identifies four key elements of the proposed Utility Agreement:

- The CREA agrees to pay for consultants used by State regulators to examine the program.
    - *Discussion:* These funds have already been collected from participating communities by the CREA earlier this year, including Park City.
- Communities reimburse RMP for two customer notifications before the program launch.
    - *Discussion:* Park City has budgeted for notices and will only be paid to RMP if the City Council decides to proceed after the program is approved by the Utah Public Service Commission.
- Describe how unpaid termination fees from the program are dealt with.
    - *Discussion:* The program could use termination fees from participants leaving the program to help fund any potential ongoing renewable program costs. Currently, termination fees are not a strategy being proposed for the program.
- Identify any replaced coal assets
    - *Discussion:* RMP is developing plans to accelerate the retirement of 21 of its 24 coal units in their six-state portfolio. The asset retirement program does not plan to replace any additional existing coal plants at this time.

The Agreement will not require any additional payments or finalize our participation in the program. Instead, it is the next procedural step for participating communities to remain eligible for the program. It must be completed before the program is filed with the Utah Public Service Commission. If the program is ultimately approved, Park City must pass an additional ordinance to enroll Park City into the final utility program.

Discussion for City Council

The proposed Utility Agreement is a procedural step for Park City to remain eligible for the Community Renewable Energy Program. This technical document does not tie Park City to future payment or participation in the Program (if approved by the Public Service Commission) yet maintains our active status and continues our leadership and involvement.

Review, discuss, and consider approving the Utility Agreement with Rocky Mountain Power and the Community Renewable Energy Agency.

Attachment

Exhibit A: UPDATED Utility Agreement 11.7.23

COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT

between

ROCKY MOUNTAIN POWER

and

COMMUNITY RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF CASTLE VALLEY, COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS, EMIGRATION CANYON TOWNSHIP, FRANCIS CITY, GRAND COUNTY, CITY OF HOLLADAY, KEARNS METRO TOWNSHIP, MILLCREEK, CITY OF MOAB, OAKLEY CITY, OGDEN CITY, PARK CITY, SALT LAKE CITY, SALT LAKE COUNTY, SUMMIT COUNTY, AND TOWN OF SPRINGDALE

Table of Appendices:

Appendix A – List of Communities

Appendix B – Agreement for Payment of Third-Party Expertise

Appendix C – Memorandum of Understanding

Appendix D – Communication Information

COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT

This COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT (this "Agreement"), entered into this ____ day of _____, 20__ ("Execution Date"), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the "Company"), the Community Renewable Energy Agency, an agency formed pursuant to the Interlocal Cooperation Act (the "Agency"), and each of the towns, municipalities, and counties listed in Appendix A hereto (individually, a "Community" and collectively the "Communities") (each party hereto sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909, known as the "Community Renewable Energy Act"; and

WHEREAS, the Act authorizes the Public Service Commission of Utah to establish a community renewable energy program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, Company is a "qualified utility" as defined in Utah Code § 54-17-801;

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), through which each Community is a member of the Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including, adopting a resolution required by Utah Code § 54-17-903(2)(a); entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(b); adopting a local ordinance as required by Utah Code § 54-17-903(2)(c); and complying with any other terms or conditions required by the Commission; and

WHEREAS, each Community has passed a resolution stating a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030, as required by Utah Code § 54-17-903(2)(a); and

WHEREAS, the Parties enter into this Agreement to satisfy the requirements of Utah Code § 54-17-903(2)(b) and to address various issues related to the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Company, Agency, and each Community hereby agree to the following terms and conditions:

SECTION 1
DEFINITIONS

1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

"Act" means the Community Renewable Energy Act, codified by the Utah State Legislature at Utah Code Ann. §§ 54-17-901 to -909, and as amended.

"Agency" has the meaning set forth in the opening paragraph of this Agreement.

"Application" means the application to be filed by the Company with the Commission seeking approval of the Program, as contemplated by Utah Code § 54-17-904(1).

"Annexed Customer" means a retail electric customer of Company with an electric service address located within an area annexed into a Participating Community after the Implementation Date, beginning on the date that such person becomes an Eligible Customer.

"Business Day" means every day other than a Saturday, Sunday or day which is a legal holiday in Utah on which banks are not generally open for business.

"Cancelation Date" means the last day of the applicable Cancelation Period.

"Cancelation Period" means the period during which a Participating Customer may opt-out of the Program without incurring a Termination Fee. The Cancelation Period shall be:

(a) for Participating Customers that were Eligible Customers on the Implementation Date, the three billing cycles immediately following the applicable Commencement Date; or

(b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the later of (i) the period specified in (a), above, or (ii) the 60-day period immediately following the applicable Commencement Date for such customer.

"Commencement Date" means the date on which an Eligible Customer becomes a Participating Customer and begins paying Program Rates. For each Participating Customer, the Commencement Date shall be:

(a) for Participating Customers that were Eligible Customers on the Implementation Date, the first day following the last day of the Implementation Period; or

(b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the date the First Opt-out Notice is sent to such customer.

"Commission" means the Public Service Commission of Utah created in Utah Code § 54-1-1.

"Commission Approval" has the meaning set forth in Section 2.5 of this Agreement.

"Communication" has the meaning provided in Section 12 of this Agreement.

"Community" has the meaning set out in the opening paragraph of this Agreement.

"County" means the unincorporated area of a county of the State of Utah.

"Division" means the Division of Public Utilities created in Utah Code § 54-4a-1.

"Eligible Customer" means a Person that is (a) a customer of the Company receiving retail electric service at a location within the boundary of a Participating Community, and (b) identified by the Company with a Tax Identifier associated with a Participating Community, but excluding any residential customer as specified in Utah Code §54-17-905(5) that is then receiving net metering service from the Company under the Company's Utah electric service Schedule 135. A Person that is not an Eligible Customer as of the Implementation Date may become an Eligible Customer after the Implementation Date by becoming either a New Customer or an Annexed Customer.

"Exit Notice" means a notice provided to the Company by an Exiting Customer that indicates the Exiting Customer no longer wishes to participate in the Program, and that also includes the Exiting Customer's name, account number, service address, and the telephone number associated with the account.

"Exiting Customer" means a Participating Customer that elects to terminate its participation in the Program after the Cancelation Date applicable to that Participating Customer.

"First Opt-out Notice," means the first notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-301;

"Governance Agreement" has the meaning set forth in the recitals to this Agreement.

"Governmental Authority" means any federal, state or other political subdivision thereof, having jurisdiction over the Parties, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or

pertaining to government, including any corporation or other Person owned or controlled by any of the foregoing; provided that the Communities and the Agency shall be deemed not to be a "Governmental Authority" for purposes of this Agreement.

"Implementation Date" means the date following the Ordinance Deadline on which the First Opt-out Notice is sent by Company to any Eligible Customer.

"Implementation Period" means the 60-day period beginning on the Implementation Date.

"Municipality" means a city or a town as defined in Utah Code § 10-1-104.

"New Customer" means a Person other than an Annexed Customer that becomes an Eligible Customer within a Participating Community after the Implementation Date.

"Office" means the Office of Consumer Services created in Utah Code § 54-10a-101

"Opt-out Notice" means either the First Opt-out Notice or the Second Opt-out Notice, as well as any in-person visits required by Utah Code § 54-17-905(1)(c).

"Ordinance" means an ordinance adopted by a Community that (a) establishes the Community's participation in the Program, and (b) is consistent with the terms of this Agreement, each as required by Utah Code § 54-17-903(2)(c) in order for a Community to become a Participating Community.

"Ordinance Deadline" means the date that is either ninety (90) days after the date of Commission Approval, or if such date falls on a day that is not a Business Day, then the next Business Day, which date represents the date by which each Community must adopt the Ordinance, as required by Utah Code § 54-17-903(3).

"Participating Community" means a Community that is a Municipality or a County in Utah and that:

(a) is a Party to this Agreement
(b) has residents that are Participating Customers;
(c) has adopted an Ordinance that is in full force and effect; and
(d) otherwise meets the requirements of Utah Code § 54-17-903.

"Participating Customer" means a Person that is a customer of the Company that:

(a) takes electrical service from the Company at an address located within the boundary of a Participating Community;
(b) has not exercised the right to opt out of participation in the Program prior to the Commencement Date; and
(c) has not become an Exiting Customer.

"Person" means an individual or any other legal entity.

"Program" means the community renewable energy program to be implemented by Company as described in the Application, pursuant to the Act and as approved by the Commission.

"Program Rates" means the rates and fees charged to Participating Customers and Exiting Customers (a) intended to recover all costs and expenses incurred by the Company to implement and operate the Program in accordance with Utah Code § 54-17-904(4); and (b) intended to be utilized to help manage unanticipated Program costs and expenses, or to help offset the impacts of customers exiting the program.

"Qualified Utility" means the Company.

"Replaced Asset" means an existing thermal energy resource that (a) was built or acquired, in whole or in part, by the Company prior to the date of Commission Approval for the purpose of serving the Company's customers, including customers within a Participating Community; and (b) is deemed to no longer serve Participating Customers.

"Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health); provided that Requirements of Law shall exclude any law, statute, regulation, rule, action, order code or ordinance issued by the Communities or the Agency to the extent not in conformity with the Program, Act, Rules, or this Agreement.

"Second Opt-out Notice," means the second notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-302.

"Tax Identifier" means an identifier used by the Company to designate meters and accounts that are associated with specific municipal or county taxing districts.

"Termination Fee" means the fee, if any, to be assessed on and charged to an Exiting Customer pursuant to the terms of the Program and in accordance with Utah Code § 54-17-905(3)(c) and Utah Admin. Code Section R746-314-306.

1.2 Rules of Interpretation; General. As of the Execution Date, and unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to "Sections" or "Appendices" are to sections of or appendices to this Agreement; (c) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (d) the masculine includes the feminine and neuter and vice versa; (e) "including," "includes," and "included" mean "including, without limitation" or "including, but not limited to"; (f) the word "or" is not necessarily exclusive; (g) reference to "days," "months" and "years" means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (h) any notices or other items required to be delivered on a "day" that is not a Business Day shall be required to be delivered on the next Business Day.

1.3 Terms Not to be Construed for or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either

Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.4 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

SECTION 2
TERM; CONDITIONS PRECEDENT

2.1 Effective Date—Communities. This Agreement shall be effective as between Company and each individual Community on the date that (a) the Agreement has been executed and delivered by both the Company and such Community, (b) Commission Approval has been obtained, and (c) such Community has enacted the Ordinance by the Ordinance Deadline (the "Community Effective Date"). If any Community declines or fails to enact an Ordinance by the Ordinance Deadline, this Agreement shall be terminated with respect to that Community, and neither the Company nor that Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.2 Effective Date—Agency. This Agreement shall be effective as between the Company and the Agency when (a) it has been executed and delivered by both the Company, at least two (2) Communities, and the Agency, and (b) Commission Approval has been obtained (the "Agency Effective Date"). If no Community enacts an Ordinance by the Ordinance Deadline, the Agreement shall be terminated in its entirety, and neither the Company nor the Agency nor any Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.3 Obligations Prior to Effective Date. Notwithstanding the provisions in Sections 2.1 and 2.2, prior to the Community Effective Date and the Agency Effective Date, those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2 and the defined terms in Section 1.1) shall be effective as of the Execution Date, and Appendix B and Appendix C shall be effective as of the dates set forth in those agreements.

2.4 Term. Unless earlier terminated as provided for herein, this Agreement shall remain in effect so long as the Program is in effect and the Communities have residents who are Eligible Customers or Participating Customers (the "Term").

2.5 Commission Approval or Denial. Commission Approval shall be deemed to have been granted as of the date of a Commission order approving the Application. Commission Approval shall be deemed to have been denied as of the date that the Commission issues an order declining to establish a Program as described in the Application, or an order requiring material modifications to the Program as described in the Application that are not acceptable to Company or Agency, each in its sole discretion.

2.6 Termination in Event of Commission Denial. If Commission Approval is denied pursuant to Section 2.5, the Agreement will terminate with respect to all Parties and all future obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of any Party. Under no circumstances shall any Party have any liability to any other Party due to a denial of Commission Approval.

2.7 Community Participation Through Agency. Company shall implement only a single Program, and the Communities shall participate in the Program through the Agency. The Agency shall represent the Communities in all communications with Company pertaining to this Agreement and the Program, including, without limitation, any necessary communications relating to Program design and implementation, and solicitation and acquisition of Renewable Energy Resources for the Program. Notwithstanding the forgoing, or anything else in this Agreement to the contrary, the Communities shall be individually responsible for the obligations imposed pursuant to Section 5.2 and Utah Code § 54-17-905(6)(a), and the Agency shall have no financial obligations on behalf of any Community except those identified in Appendix B and Appendix C hereto.

SECTION 3

[RESERVED]

SECTION 4
STIPULATION OF PAYMENT FOR THIRD-PARTY EXPERTISE

4.1 Stipulation of Payment for Third-Party Expertise. On July 25, 2022, the Agency (acting on behalf of the Communities) and the Company entered into the Agreement for Payment of Third-Party Expertise to address payment by the Communities to the Company for third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services as required by Utah Code § 54-17-903(2)(b)(i)(A). A true and correct copy of the Agreement for Payment of Third-Party Expertise is attached hereto as Appendix B. Also on July 25, 2022, each of the Company, the Agency, the Division of Public Utilities, and the Office of Consumer Services entered into a Memorandum of Understanding to facilitate the payments contemplated in the Agreement for Payment of Third-Party Expertise. A true and correct copy of the Memorandum of Understanding is attached hereto as Appendix C. The Parties reiterate and reaffirm their respective covenants and obligations set forth in the Agreement for Payment of Third-Party Expertise and the Memorandum of Understanding. Payments made to the Company pursuant to the Agreement for Payment of Third-Party Expertise shall be facilitated by the Agency consistent with and pursuant to the terms of this Agreement. The Parties further agree that the Agreement for Payment of Third-Party Expertise, the Memorandum of Understanding, and this Section 4.1 satisfy the Parties' respective obligations under Utah Code § 54-17-903(2)(b)(i)(A).

SECTION 5
STIPULATION OF PAYMENT FOR CUSTOMER OPT-OUT NOTICES

5.1 Notices. The Company will provide, in a form approved by the Commission, the Opt-out Notices to Eligible Customers, New Customers, and Annexed Customers at the times and in the form required by Requirements of Law and the Commission.

5.2 Stipulation of Payment for Opt-out Notices as of Implementation Date. The actual costs incurred by the Company in providing the Opt-out Notices (including any in person visits, as required by Utah Code § 54-17-905(1)(c)) to Eligible Customers within the Participating Communities as of the Implementation Date shall be paid by the Participating Community in which each such Eligible Customer is located. Each Participating Community shall pay to the Company its actual cost of providing these Opt-out Notices, as set forth herein:

The Company shall within one hundred eighty (180) days of the Implementation Date send one or more invoices to each Participating Community for the actual costs of providing Opt-out Notices to the Eligible Customers as of the Implementation Date in each such Participating Community. Each invoice shall identify actual cost of providing the Opt-out Notices and in person visits, as required by Utah Code § 54-17-903, to Company's Eligible Customers in the Participating Community, the total number of Eligible Customers to which the Opt-out Notices were provided within the Participating Community, and the Company's average cost per Opt-out Notice. The Company shall send a copy of each such invoice to the Agency. Within thirty (30) days of its receipt of any such invoice, each Participating Community shall provide payment to the Company for the amount of any invoiced costs it does not dispute and a written response identifying any costs in dispute.

5.3 Dispute Resolution. Disputes regarding the amount of invoices from the Company outlined in Section 5.2 will be resolved pursuant to Section 14.

SECTION 6

[RESERVED]

SECTION 7
TERMINATION FEES

7.1 Unpaid Termination Fees. Any Termination Fees that remain unpaid to Company upon dissolution of the Program and/or termination of this Agreement shall not be the obligation of Company, but shall be paid to Company as provided by the Commission and the Program. The Parties agree that this Section 7.1 satisfies the obligations of Utah Code § 54-17-903(2)(b)(ii).

SECTION 8

[RESERVED]

SECTION 9
REPLACED ASSET

9.1 No Initially Proposed Replaced Asset. As of the Execution Date of this Agreement, the Communities do not identify any initially proposed Replaced Asset, as that term is defined herein and in Utah Code § 54-17-902(15). The Parties agree that this Section 9.1 satisfies the obligations of Utah Code § 54-17-903(b)(iii).

SECTION 10
REPRESENTATIONS AND WARRANTIES; DEFAULTS AND REMEDIES

10.1 Representations and Warranties of Agency. The Agency represents and warrants that as of the Execution Date, and throughout the Term:

(a) The Governance Agreement is in full force and effect;

(b) It is duly formed and validly existing pursuant to the Governance Agreement and in conformance with the Interlocal Cooperation Act, Utah Code Section 11-13-101 through 11-13-608, for the purpose of taking joint or cooperative action pursuant to Utah Code Section 11-13-202(1)(a);

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has funds sufficient to meet its reasonably anticipated financial obligations under this Agreement;

(d) It has authority to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that each of the Communities has agreed to be bound by such decisions, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency does not have authority to bind the Communities on matters outside the scope of the authority granted to the Agency in the Governance Agreement;

(e) The execution and delivery of this Agreement by Agency and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against Agency in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 Representations and Warranties of Communities. Each Community represents and warrants that as of the Execution Date and throughout the Term:

(a) It is a party to the Governance Agreement, and the Governance Agreement is in full force and effect;

(b) It is a Municipality or County duly formed and validly existing pursuant to and in conformance with the laws of the State of Utah;

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has taken all actions necessary to appropriate funds sufficient to meet its reasonably anticipated financial obligations under this Agreement; provided, however, that, to the extent not already appropriated, all financial commitments by the Communities shall be subject to the appropriation of funds approved by the legislative bodies of each Community, as applicable, and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution;

(d) It has authorized the Agency to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that such decisions by the Agency bind the Community in connection with this Agreement, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency has authority to bind the Community only (1) on decisions within the scope of the authority granted to the Agency in the Governance Agreement, and (2) for so long as the Community remains a member of the Agency;

(e) The execution and delivery of this Agreement by it, and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 Representations and Warranties of Company. Company represents and warrants that as of the Execution Date and throughout the Term:

(a) It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(b) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

(c) It has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) The execution and delivery of this Agreement and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

(e) This Agreement is its valid and legally binding obligation, enforceable against Company in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.4 Defaults. An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following events and the expiration of any applicable cure period provided for below:

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party breaches one of its representations or warranties in this Agreement (other than those representations or warranties identified in Section 10.4(c) or Section 10.4(d)) and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(c) The Agency breaches its representations or warranties in Section 10.1(a) or Section 10.1(b).

(d) A Community breaches its representations or warranties in Section 10.2(a), Section 10.2(b) or Section 10.2(d).

(e) The Company breaches its representations or warranties in Section 10.3(a) or Section 10.3(b).

(f) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

10.5 Termination and Remedies. Except as limited by Section 2.5 of this Agreement, and except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement as to the Defaulting Party by written notice delivered to the Defaulting Party designating the date of termination no less than fifteen (15) days before such termination date. The notice required under this Section 10.5 may be provided in the notice of non-performance delivered pursuant to Section 10.4(b) or Section 10.4(f) (and does not have to be a separate notice), provided it complies with the terms of this Section 10.5.

10.6 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and may use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of its obligations under this Agreement.

10.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.**

SECTION 11
FORCE MAJEURE

11.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use

of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict (except as excluded below); riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages, or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint. Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (ii) the imposition upon a Party of costs or taxes; and (iii) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement.

11.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than ten (10) days') notice following knowledge of the impact of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) uses commercially reasonable efforts to mitigate the impact of such event of Force Majeure so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; (d) exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the event of Force Majeure; and (e) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

11.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

11.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

11.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding one hundred eighty (180) consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) days prior notice to the Affected Party; provided, however, that the effectiveness of any such termination notice shall be conditioned on review and approval by the Commission. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective

date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

SECTION 12
COMMUNICATIONS AND NOTICE

12.1 Addresses and Delivery Methods. All notices (other than Opt-out Notices), requests, demands, submittals, waivers and other communications required or permitted to be given by one Party to another Party under this Agreement (each, a "Communication") shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Parties. All other Communications required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Communications will be deemed effective and given upon receipt by the addressee, except that Communications transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 17:00 Prevailing Mountain Time, and if transmitted after that time, on the following Business Day, provided that Communications transmitted by electronic mail must be confirmed as received by the recipient or followed up by Communications by other means as provided for in this Section to be effective. If any Communication sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Communication shall be deemed given and effective upon such tender. In addition, Communication of termination of this Agreement under Section 10.5 must contain the information required by Section 10.5 and, where Company is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of Company.

SECTION 13
CONFIDENTIALITY

13.1 Confidential Business Information. The following constitutes "Confidential Business Information," whether oral or written: (a) the Parties' proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) drafts of the Program Application; and (c) any information delivered by Company to the Agency and Communities prior to or after the Execution Date relating to procurement of Program resources, including but not limited to Company information relating to the terms of agreements under which Company may procure Program resources. Communities and Company each agree to hold such Confidential Business Information wholly confidential, except as expressly provided in this Agreement. "Confidential Business Information" shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to delivery by the delivering party, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential

Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term "Confidential" on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 13, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

13.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors, or Customer), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for Company to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, Company may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 13.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

13.3 Company Regulatory Compliance. The Parties acknowledge that Company is required by law or regulation to report certain information that is or could otherwise embody Confidential Business Information from time to time. Such reports include models, filings, reports of Company's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Company will from time to time be required to produce Confidential Business Information. Company may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. Company may submit Confidential Business Information in regulatory proceedings without notice to Seller.

13.4 Agency and Communities' GRAMA Compliance. Company acknowledges that Agency and Communities are subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 to -901, as amended ("GRAMA"); that certain records within Agency's and Communities' possession or control may be subject to public disclosure; and that Agency's and Communities' confidentiality obligations in this Agreement shall be subject in all respects to compliance with GRAMA; and that Agency and Communities may be required by law to produce certain information that is or could otherwise embody Confidential Business Information. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Business Information

provided to Agency and Communities that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. The Agency and the Communities may use their best judgment in their compliance with GRAMA. The Agency and Communities may produce Confidential Business Information in response to a valid GRAMA request without notice to Company.

13.5 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 13 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

13.6 NEWS RELEASES AND PUBLICITY. BEFORE ANY PARTY ISSUES ANY NEWS RELEASE OR PUBLICLY DISTRIBUTED PROMOTIONAL MATERIAL THAT MENTIONS THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF RENEWABLE ENERGY RESOURCES FOR PURPOSES OF SERVING PARTICIPATING CUSTOMERS, SUCH PARTY WILL FIRST PROVIDE A COPY THEREOF TO ALL OTHER PARTIES (OR IN THE CASE OF PROMOTIONAL MATERIALS PREPARED BY THE COMPANY, TO THE AGENCY) FOR REVIEW AND APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED, AND SHALL BE DEEMED PROVIDED IF THE REVIEWING PARTY DOES NOT PROVIDE RESPONSE WITHIN FIVE (5) BUSINESS DAYS. ANY USE OF BERKSHIRE HATHAWAY'S NAME REQUIRES COMPANY'S PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 13.6 DOES NOT AFFECT THE ABILITY OF ANY PARTY FROM DISCUSSING THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION DURING OPEN MEETINGS OR IN RESPONSE TO INQUIRIES BY CONSTITUENTS, CUSTOMERS, OR THE MEDIA, AND DOES NOT RESTRICT ANY PARTY'S STATEMENTS (WHETHER WRITTEN OR ORAL) BEFORE THE UTAH PUBLIC SERVICE COMMISSION.

SECTION 14
DISAGREEMENTS

14.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to the terms of this Agreement either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 14.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party

in any such litigation; or (c) constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

14.2 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement ("Proceedings") will be brought exclusively in the Third Judicial District Court in and for Salt Lake County, State of Utah. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

14.3 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

SECTION 15
MISCELLANEOUS

15.1 Agency and Communities as Political Subdivisions of the State of Utah. Company acknowledges that Agency and Communities are Political Subdivisions of the State of Utah under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended ("Immunity Act"). Nothing in this Agreement shall be construed as a waiver by Agency or Communities of any protections, rights, remedies, or defenses applicable to Agency of Communities under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation on judgments, or other applicable law. It is not the intent of Agency or Communities to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Agency and Communities in this Agreement to defend, indemnify, and hold harmless are subject to the Immunity Act, are limited to the amounts established in Section 63G-7-604 of the Immunity Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Agency or Communities.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company, Agency, and Communities may retain duplicate copies of this Agreement, which will be considered equivalent to this original.

15.3 Several Obligations. Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty on or between any of the Parties.

15.4 Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Utah, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

15.5 Partial Invalidity. Without limiting Section 10.7 of this Agreement, if any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

15.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

15.7 Restriction on Assignments. Except as provided in this Section 15.7, no Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Parties, each in its own discretion. Notwithstanding the foregoing, Company may Assign the Agreement to an affiliate of Company, provided that such assignee accepts Company's obligations under this Agreement in writing. Upon acceptance of Company's obligations by any such assignee, Company shall be released from all obligations or liabilities under this Agreement.

15.8 Entire Agreement; Amendments. Except as expressly set forth herein, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement is effective unless it is in writing and executed by all Parties.

[*Remainder of Page Left Intentionally Blank*]

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its duly authorized officer or representative as of the Execution Date set forth in the preamble above.

ROCKY MOUNTAIN POWER By: _____ Name: _____ Title: _____	COMMUNITY RENEWABLE ENERGY AGENCY By: _____ Name: Dan Dugan Title: Board Chair
TOWN OF ALTA By: _____ Name: _____ Title: _____	TOWN OF CASTLE VALLEY By: _____ Name: _____ Title: _____
COALVILLE CITY By: _____ Name: _____ Title: _____	CITY OF COTTONWOOD HEIGHTS By: _____ Name: _____ Title: _____

EMIGRATION CANYON TOWNSHIP By: _____ Name: _____ Title: _____	FRANCIS CITY By: _____ Name: _____ Title: _____
GRAND COUNTY By: _____ Name: _____ Title: _____	CITY OF HOLLADAY By: _____ Name: _____ Title: _____
KEARNS METRO TOWNSHIP By: _____ Name: _____ Title: _____	MILLCREEK By: _____ Name: _____ Title: _____
CITY OF MOAB By: _____ Name: _____ Title: _____	OAKLEY CITY By: _____ Name: _____ Title: _____

OGDEN CITY By: _____ Name: _____ Title: _____	PARK CITY By: _____ Name: _____ Title: _____
SALT LAKE CITY By: _____ Name: _____ Title: _____	SALT LAKE COUNTY By: _____ Name: _____ Title: _____
TOWN OF SPRINGDALE By: _____ Name: _____ Title: _____	SUMMIT COUNTY By: _____ Name: _____ Title: _____

Appendix A
List of Communities

Town of Alta
Town of Castle Valley
Coalville City
City of Cottonwood Heights
Emigration Canyon Township
Francis City
Grand County
City of Holladay
Kearns Metro Township
Millcreek
City of Moab
Oakley City
Ogden City
Park City
Salt Lake City
Salt Lake County
Town of Springdale
Summit County

Appendix B
Agreement for Payment of Third-Party Expertise

Appendix C
Memorandum of Understanding

Appendix D
Communication Information

AGENCY:

Community Renewable Energy Agency
Secretary
3330 South 1300 East
Millcreek, UT 84106
equinton@summitcounty.org

Phillip J. Russell
James Dodge Russell & Stephens, P.C.
10 W. Broadway, Suite 400
Salt Lake City, Utah 84101
prussell@jdrslaw.com

COMMUNITIES:

Town of Alta
Chris Cawley
PO Box 8016
Alta, UT 84092
ccawley@townofalta.com

Town of Castle Valley
HC 64 Box 2705
Castle Valley, UT 84532
townclerk@castlevalleyutah.com

Coalville City
PO Box 188
10 North Main Street
Coalville, UT 84017
cityhall@coalvillecity.org

City of Cottonwood Heights
City Manager
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121
ttingey@ch.utah.gov

Emigration Canyon Township
5025 E Emigration Canyon Road
Emigration Canyon Metro Township, UT 84108

info@ecmetro.org

Francis City
Recorder
2317 South Spring Hollow Road
Francis, UT 84036
sgillett@francisutah.org

Grand County
Commission's Office
125 E. Center Street
Moab, UT 84532
qhall@grandcountyutah.net

City of Holladay
City Manager
4580 South 2300 East
Holladay, UT 84117
gchamness@cityofholladay.com

Kearns Metro Township
Mayor
4956 West 6200 South #527
Kearns, UT 84118
lobk9973@hotmail.com

Millcreek
Mayor
3300 South 1300 East
Millcreek, UT 84106
jsilvestrini@millcreek.us

City of Moab
City Manager
217 East Center Street
Moab, UT 84532-2534
ccastle@moabcity.org

Oakley City
PO Box 129
Oakley, UT 84055
oakley@oakleycity.com

Ogden City
Mara Brown
Management Services Director
2549 Washington Blvd. #800
Ogden, UT 84401
marabrown@ogdencity.com

Park City
Luke Cartin
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060
luke.cartin@parkcity.org

Salt Lake City
Christopher Thomas
Salt Lake City Department of Sustainability
541 S. State St. Room 404
PO Box 145467
Salt Lake City, UT 84114-5474
christopher.thomas@slcgov.com

Salt Lake County
Salt Lake County Government Center
2001 South State Street, Suite N-2100
PO Box 144575
Salt Lake City, UT 84114-4575
mayor@slco.org

Town of Springdale
118 Lion Boulevard
PO Box 187
Springdale, UT 84767-0187
rwixom@springdale.utah.gov

J. Gregory Hardman
Snow Jensen & Reece
912 West 1600 South, Suite B-200
St. George, UT 84770
ghardman@snowjensen.com

Summit County
Emily Quinton
PO Box 128
Coalville, UT 84017
equinton@summitcounty.org

ROCKY MOUNTAIN POWER:

General:

PacifiCorp
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Attn: Contract Administration
E-mail: cntadmin@pacificorp.com

With a Copy To:

1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Attn: Counsel
katherine.smith@pacificorp.com

Payments:

Attn: Central Cashiers Office, Suite 550
Phone: (503) 813-6826

Notices of an Event of Default or Potential Event of Default:

In addition to notice to the "General" address above, copy to

PacifiCorp Legal Department
825 NE Multnomah, Suite 2000
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
andrew.mayer@pacificorp.com

City Council Staff Report

Subject: Emergency Mass Notification System Contract Renewal / Renewal of Cost-Sharing Agreement with Summit County
Author: Mike McComb
Department: Emergency Management
Date: November 30, 2023
Type: Administrative

Recommendations

1) Authorize the City Manager to enter into a new five-year emergency mass notification service contract with Everbridge via SHI International's state cooperative contract for an amount not to exceed $26,093.13 annually, a five-year total of $130,465.65 in a form approved by the City Attorney.
2) Authorize the City Manager to renew a cost-sharing agreement with Summit County with updated costs in a form approved by the City Attorney.

Background

- Since 2016, Park City has contracted with Everbridge for emergency alerting software-as-a-service (SaaS). The contracted emergency mass notification system (EMNS) allows rapid warning and notification of residents, businesses, and visitors of a developing incident via text message, email, and phone.
- In 2018, Summit County and Park City entered a Service Agreement (Exhibit D) to share basic contract costs for the Everbridge emergency mass notification system on a per capita basis. That agreement also splits the 'Nixle' text alert subscription module costs between the City and County on a 50/50 basis. This cost-sharing agreement results in considerable annual savings for both entities and significantly improves City and County public safety interoperability.
- In addition to utilizing available contact phone data for geo-coded residences and businesses, the Everbridge EMNS incorporates FEMA's Integrated Public Alert and Warning System (IPAWS), which includes Wireless Emergency Alerts and Emergency Alert System capabilities, as well as NOAA radio weather alert components. In an emergency, the City and County can rapidly contact more than 90% of people with a smartphone within an impacted area inside Summit County, similar to an Amber Alert.
- The City and Summit County have had hundreds of documented use cases of the emergency mass notification system, including numerous real-world IPAWS alerts, over the past five years. Park City and Summit County routinely utilize the Nixle keyword subscription service module of the Everbridge platform.
- Many surrounding Utah counties also contract with Everbridge for better interoperability and common alerting software.
- In 2022, Utah state code included requiring every Utah county to have the access and ability to send, or a plan to send, IPAWS messages, including Wireless Emergency Alerts and Emergency Alert System messages (UCA 53-2a-104).

- The City's current emergency mass notification service contract with Everbridge ends in February 2024. Both the City and County desire to continue with the current vendor through a state cooperative contract and a cost-sharing agreement.
- The proposed renewal of the cost-sharing agreement results in net savings of approximately $3,000 per year for Park City, based on annual agreement costs.
- As a contract renewal, each party's share will be invoiced based on the following Everbridge formula initially determined in the 2018 contract: Summit County total households, including businesses, less Park City households equals 12,098 or 80.69%. Park City's total households, including businesses, equals 2,896 or 19.31%. Language in the original agreement regarding annual cost adjustments based on Census data changes has been struck from the proposed agreement as overly complicated.
- Accordingly, under the agreement, the following annual costs would be absorbed by each party:

2023 Total Annual Contract Price - $26,093.13 including Community Engagement module	
Park City	**Summit County**
$4,237.22 ($21,943.13 * 19.31%)	$17,705.91 ($21,943.13 * 80.69%)
$2,075 (50% of Community Engagement ('Nixle') Fee)	$2,075 (50% of Community Engagement ('Nixle') Fee)
Total $6,312.22	**Total $19,780.91**

Funding

Funding for the Park City EMNS is provided through the Emergency Program Management operating fund, as budgeted.

Exhibits

A *Quote for five-year contract with Everbridge, through SHI International Corp. State Cooperative Contract # MA3993*
B *SHI International State Cooperative Contract End User Agreement*
B-1 *SHI Master Agreement CTR06002*
C *Proposed Service Agreement with Summit County*
D *2018 Service Agreement with Summit County*

Pricing Proposal
Quotation #: 24075477
Created On: 10/18/2023
Valid Until: 2/17/2024

UT-City of Park City Municipal Corporation

Mike McComb
PO Box 1480
Attn: Accounts Payable
Park City, UT 84060
United States
Phone: (435) 615-5257
Fax:
Email: mike.mccomb@parkcity.org

Inside Account Executive

Camila Rodriguez
300 Davidson Ave,
Somerset, NJ 08873
Phone: 732-868-5811
Fax:
Email: camila_rodriguez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Mass Notification Base Year 1 Everbridge - Part#: NPN-EVERB-MASSN-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2024 – 2/17/2025 **Note:** In Stock	1	$16,755.63	$16,755.63
2	Everbridge Community Engagement Year 1 Everbridge - Part#: NPN-EVERB-EVERB-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2024 – 2/17/2025 **Note:** In Stock	1	$4,150.00	$4,150.00
3	Everbridge Additional Organization Year 1 Everbridge - Part#: NPN-EVERB-EVERB-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2024 – 2/17/2025 **Note:** In Stock	1	$0.00	$0.00
4	Additional CE/VE Keywords Year 1 Everbridge - Part#: NPN-EVERB-ADDIT-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2024 – 2/17/2025 **Note:** In Stock	1	$0.00	$0.00
5	Resident Connection - Phonebook Data Year 1 Everbridge - Part#: NPN-EVERB-RESDI-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651	1	$5,187.50	$5,187.50

Subcontract #: MA096
Coverage Term: 2/18/2024 – 2/17/2025
Note: In Stock

6	Mass Notification Base Year 2 Everbridge - Part#: NPN-EVERB-MASSN-B Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2025 – 2/17/2026 **Note:** In Stock	1	$16,755.63	$16,755.63
7	Everbridge Community Engagement Year 2 Everbridge - Part#: NPN-EVERB-EVERB-B Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2025 – 2/17/2026 **Note:** In Stock	1	$4,150.00	$4,150.00
8	Additional CE/VE Keywords Year 2 Everbridge - Part#: NPN-EVERB-ADDIT-B Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2025 – 2/17/2026 **Note:** In Stock	1	$0.00	$0.00
9	Everbridge Additional Organization Year 2 Everbridge - Part#: NPN-EVERB-EVERB-B Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2025 – 2/17/2026 **Note:** In Stock	1	$0.00	$0.00
10	Resident Connection - Phonebook Data Year 2 Everbridge - Part#: NPN-EVERB-RESDI-B Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2025 – 2/17/2026 **Note:** In Stock	1	$5,187.50	$5,187.50
11	Mass Notification Base Year 3 Everbridge - Part#: NPN-EVERB-MASSN-C Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2026 – 2/17/2027 **Note:** In Stock	1	$16,755.63	$16,755.63
12	Additional CE/VE Keywords Year 3 Everbridge - Part#: NPN-EVERB-ADDIT-C Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2026 – 2/17/2027 **Note:** In Stock	1	$0.00	$0.00
13	Everbridge Community Engagement Year 3 Everbridge - Part#: NPN-EVERB-EVERB-C	1	$4,150.00	$4,150.00

Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Subcontract #: MA096
Coverage Term: 2/18/2026 – 2/17/2027
Note: In Stock

14	Everbridge Additional Organization Year 3 Everbridge - Part#: NPN-EVERB-EVERB-C Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2026 – 2/17/2027 **Note:** In Stock	1	$0.00	$0.00
15	Resident Connection - Phonebook Data Year 3 Everbridge - Part#: NPN-EVERB-RESDI-C Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2026 – 2/17/2027 **Note:** In Stock	1	$5,187.50	$5,187.50
16	Mass Notification Base Year 4 Everbridge - Part#: NPN-EVERB-MASSN-D Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2027 – 2/17/2028 **Note:** In Stock	1	$16,755.63	$16,755.63
17	Everbridge Community Engagement Year 4 Everbridge - Part#: NPN-EVERB-EVERB-D Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2027 – 2/17/2028 **Note:** In Stock	1	$4,150.00	$4,150.00
18	Additional CE/VE Keywords Year 4 Everbridge - Part#: NPN-EVERB-ADDIT-D Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2027 – 2/17/2028 **Note:** In Stock	1	$0.00	$0.00
19	Everbridge Additional Organization Year 4 Everbridge - Part#: NPN-EVERB-EVERB-D Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2027 – 2/17/2028 **Note:** In Stock	1	$0.00	$0.00
20	Resident Connection - Phonebook Data Year 4 Everbridge - Part#: NPN-EVERB-RESDI-D Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2027 – 2/17/2028 **Note:** In Stock	1	$5,187.50	$5,187.50

21	Mass Notification Base Year 5 Everbridge - Part#: NPN-EVERB-MASSN-E Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2028 – 2/17/2029 **Note:** In Stock	1	$16,755.63	$16,755.63
22	Everbridge Additional Organization Year 5 Everbridge - Part#: NPN-EVERB-EVERB-E Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2028 – 2/17/2029 **Note:** In Stock	1	$0.00	$0.00
23	Everbridge Community Engagement Year 5 Everbridge - Part#: NPN-EVERB-EVERB-E Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2028 – 2/17/2029 **Note:** In Stock	1	$4,150.00	$4,150.00
24	Resident Connection - Phonebook Data Year 5 Everbridge - Part#: NPN-EVERB-RESDI-E Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2028 – 2/17/2029 **Note:** In Stock	1	$5,187.50	$5,187.50
25	Additional CE/VE Keywords Year 5 Everbridge - Part#: NPN-EVERB-ADDIT-E Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: MA096 Coverage Term: 2/18/2028 – 2/17/2029 **Note:** In Stock	1	$0.00	$0.00
			Total	$130,465.65

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

END-USER AGREEMENT TO STATE COOPERATIVE CONTRACT

This End-User Agreement ("**Agreement**") is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation ("**PCMC**"), and **SHI INTERNATIONAL CORP**., a New Jersey corporation ("**Contractor**").

The Contractor has an active State of Utah Cooperative Contract with the State of Utah Division of Purchasing, numbered **CTR060028 and dated April 25, 2022, with Participating Addendum, numbered MA3993** and dated May 22, 2023, that provides for standardized contractual provisions and a streamlined procurement process (the "**State Contract**").

PCMC is an Eligible User under the State Contract and desires to participate in the State Contract. The parties require additional provisions to the State Contract to document the specifications and cost breakdown and other necessary terms between the parties.

The parties therefore agree as follows:

ARTICLE 1 – STATE CONTRACT.

All provisions of the State Contract, attached as **Exhibit A**, that include obligations between the Contractor and an Eligible User apply between Contractor and PCMC as if PCMC was part of that agreement, and will continue to apply during the term of this Agreement.

ARTICLE 2 – SCOPE OF SERVICES.

A. Scope of Services. Contractor shall perform the services and tasks identified and designated as Contractor responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement ("**Scope of Services**").

B. Contractor Representative. Contractor designatesCamila Rodriguez as the representative who has the authority to act on behalf of the Contractor. Contractor may change its designated representative by providing written notice to PCMC.

C. PCMC Representative. PCMC designates Mike McComb, Emergency Program Manager, or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 3 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party's signature. The term of this Agreement ends at midnight on **2/17/29** unless terminated sooner or extended as provided in this Agreement.

ARTICLE 4 – COMPENSATION.

For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **$130,465.65**. Any work performed in addition to or outside the Scope of Services must be at the written request of PCMC, for which PCMC will pay Contractor according to the rates in the State Contract. If no rates are included, PCMC will pay for additional work as agreed to by both parties in writing.

ARTICLE 5 – INSURANCE.

At its own cost and expense, Contractor shall procure and maintain for the duration of the Agreement such insurance as the State Contract requires, with the additional coverage amounts and types further specified below to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. To the extent not covered in the State Contract, prior to commencing any work, Contractor shall provide a certificate of insurance evidencing:

A. Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than $1,000,000 per occurrence and $3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Service Provider must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

B. Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance with a combined single limit of not less than $2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

C. Workers' Compensation Insurance and Employer's Liability. Service Provider shall maintain workers' compensation insurance with limits not less than the amount

required by statute, and employer's liability insurance limits of at least $1,000,000 each accident, $1,000,000 for bodily injury by accident, and $1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors.

D. Data Breach and Privacy/Cyber Liability. (if applicable) Service Provider shall maintain data breach and privacy/cyber liability coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars ($5,000,000) per occurrence and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.

E. Technology Errors and Omissions Insurance. (if applicable) Service Provider shall maintain technology errors and omissions coverage with a limit of no less than Five Million Dollars ($5,000,000) for damages arising from computer related services including but not limited to the following:

1) Consulting;
2) Data Processing;
3) Programming;
4) System Integration;
5) Hardware or Software Development;
6) Installation;
7) Distribution or Maintenance;
8) Systems Analysis Or Design;
9) Training; and
10) Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

F. Umbrella/Excess Coverage. The insurance limits required by this Section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any

other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

G. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.

H. Waiver of Subrogation. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.

I. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

J. Cancellation. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.

K. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Service Provider's insurance policies.

L. No representation. In specifying minimum Service Providers insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 6 – ORDER OF PRECEDENCE.

If any provision appearing in any document connected with this Agreement or the Scope of Services conflicts with another provision, the following order of precedence shall be followed:

A. This Agreement;
B. State of Utah Participating Addendum;
C. The Scope of Services; and
D. Contractor Terms and Conditions.

ARTICLE 7 – GOVERNING LAW, JURISDICTION, AND VENUE.

Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

PARK CITY MUNICIPAL CORPORATION

Date: _____

_____
Matt Dias, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

SHI INTERNATIONAL CORP., a New Jersey corporation
Tax ID #: _____
Address: _____
_____

Date: _____

By: _____
[insert name of individual signing]
[insert title of individual signing]
An authorized signer

EXHIBIT A – STATE CONTRACT AND ADDENDUM

SCHEDULE A – SCOPE OF SERVICES

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide SOFTWARE VALUE-ADDED RESELLER SERVICES in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. 11/17/20 Date	MFL initial						
Revised Offers:	2. 01/21/22 date #1	MFL initial	3. 03/01/22 date #1	MFL initial	4. x date #1	x initial		
	5. x date #4	x initial	6. x date #5	x initial	7. x date #6	x initial		
Best and Final Offer:	8. x Date	x initial						

SHI International Corp	
Offeror company name	Signature of person authorized to sign Offer
300 Davidson Ave	Meghan Flisakowski
Address	Printed name and title
Somerset, New Jersey 08873	Manager Public Sector Proposals
City | State | ZIP	Contact name and title
22-3009648	Meghan_flisakowski@shi.com 512-317-0799
Federal tax identifier (EIN or SSN)	Contact Email Address Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR060028 **The effective date of the Contract is:** 4/25/2022 Date **Contract awarded** 4/25/2022 Date

John R

Procurement Officer Signature

John Red Horse

Procurement Officer Printed Name

SHI INTERNATIONAL CORP

Article / Paragraph or Exhibit	Proposed Changes / Alternate Language	RFP Language	State Response	SHI International Corp Response	State Response (October 27 & Dec	Supplier Response (December 20, 2021)	State Response (Date)	Supplier Response (January	FINAL RESPONSE
ATTACHMENT 5-B Supplement No. 1: **Exceptions to Instructions**									
Section 1-A: Solicitation Details									
NO EXCEPTIONS TAKEN									
Section 3-A: Instructions to Offerors									
NO EXCEPTIONS TAKEN									
ATTACHMENT 5-B Supplement No. 2: **Exceptions to Technical and Commercial**									
Section 2-A: Scope of Work (Technical Document)									
NO EXCEPTIONS TAKEN									
Section 2-B: Pricing Document									
3.3.2	3.3.2 Exception: We request that the following requirements be removed: ● Reseller Cost as invoiced by Publisher, if applying a Reseller markup ● Reseller markup % ● MSRP or List Price, if applying a Reseller discount ● Discount off list or catalog 3.3.2 Rationale: SHI requests that the above minimum invoice requirements be removed from this section. The information listed above would be covered in an audit and providing such information on invoices will make the invoicing process more time consuming and costly to administer	Every invoice shall include the following information: • Reseller Cost as invoiced by Publisher, if applying a Reseller markup • Reseller markup % • MSRP or List Price, if applying a Reseller discount • Discount off list or catalog	Unacceptable. State's may negotiate these terms in their PAs but allowing each Publisher to modify the Master Agreement would open the door for potentially endless negotiations and the potential perception of preferential treatment to specific Publishers.	SHI is pleased to share the information that the State is requesting. Our systems do not currently allow us to populate this information on an invoice, however. Will you consider allowing us to include this information at the quote stage rather than on invoices? Suggested revised approach follows: Every quote shall include the following information: - Reseller Cost as quoted by Publisher, if applying a Reseller markup - Reseller markup % - MSRP or List Price, if applying a Reseller discount - Discount off list or catalog	Accepted				
ATTACHMENT 5-B Supplement No. 3: **Exceptions to Contract Terms & Conditions**									
Section 2-C: Special Terms & Conditions									
2.1	2.1 Exception: Where the Contract: 1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors~~,~~ or sub-subcontractors, ~~suppliers, sub-suppliers, consultants, or subconsultants,~~ as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors; 2.1 Rationale: The term "Contractor" should only refer to SHI and our Subcontractors. Third party suppliers who are providing goods resold by SHI should not fall under the umbrella term "Contractor".	Where the Contract: 1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or subconsultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;	Unacceptable. The State considers Publishers to be Subcontractors under this contract and that the Terms and Conditions of the Contract are passed from the Prime to the Subcontractors.	SHI can agree to this language as written, as long as the State agrees to the process outlined in the Confidential Content SHI submitted as part of our response to Question 21 of the RFP. We have attached that section along with this response for your convenience. The only way to legally assign obligations to Publishers and sub-entities (entities other than SHI) is to create a document that clearly lists the obligations as defined in the contract and require a signature for each Publisher/Entity that wishes to transact. In our response document we describe potential drawbacks to the program including slowing down transactions and, in some cases, not being able to provide the Participating Entity the products they want due to Publisher/Entity refusal to sign the States' terms as written. As noted in our response, we have been offering this process for over 5 years and are confident in our ability to manage to it. For example, we currently follow this process to onboard Publishers to the NASPO Cloud contract; under that contract, we have successfully flowed down and gotten agreement on terms for over 100 Publishers. If your RFP clarification procedure permits, we would like to request a call with the State to go over this process in detail so there is a clear understanding between all parties. We would also appreciate the opportunity to discuss how the State foresees establishing consistency in this process among all awarded resellers as, today, we often see resellers who circumvent the process and agree on behalf of the Publisher to terms that a reseller cannot legally agree to, leaving the customer at risk. Note also that as described in the attached document, this process requires us to employ a significant amount of resources beyond the typical requirements for contracts of this nature, and therefore we have reserved the right to levy a 1% administration fee to the vendor community. In our experience, some vendors are willing to absorb this 1% and others are not; in instances where they will not, this may result in a 1% uplift to reseller cost in any cost-plus contract pricing calculations, or a 1% reduction in the discount offered from advertised list price. Not all resellers are transparent about the amount of work involved in efforts like this and the real impact to our costs of doing business, so we wanted to make sure we are offering you a clear explanation regarding this fee.	The State can accept SHI's approach. As for other Resellers allegedly agreeing to terms they legally cannot agree to, the State is confident that processes are in place to manage such scenarios. But the State cannot discuss other Reseller discussions/bids/Exceptions etc. at this time of the RFP.		The State has accepted SHI's approach as set forth in Column E. However, in order to provide complete clarity and predictability, and as an additional benefit to NASPO customers, SHI would like to strike the final paragraph of our previous response in cell E23 of this spreadsheet. SHI will not charge customers an additional fee to provide this service.	
3.5	3.5 Exception: If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required	If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and	Unacceptable. Most end users of the software sold through this contract do not have the authority to bind the State. Therefore, the State must make it clear that click-through terms, which often must be accepted in order to use the software, are not binding.	SHI can agree to this language as written. See our response to Section 2.1 above.	Resolved.				
6.1	6.1 Exception: Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been ~~accepted as conforming~~ received by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor ~~notwithstanding acceptance to the extent the loss stems from the nonconformance~~ regardless of receipt. 6.1 Rationale: Risk of loss shall remain with SHI until the conforming product is received by the State.	Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.	Unacceptable. The State may not discover upon immediate receipt that a product is deficient. If requested, the State must be given the opportunity to confirm the product conforms to the expected specifications.	SHI can agree to this language as written.	Resolved.				

6.4	6.4 Exception: SHI asks for this section to be marked as "reserved". 6.4 Rationale: No reseller has the authority to waive rights or negate (null) publisher's terms for use for any customer. Please see our response to Question #21 (In a recent survey of other states, certain model Terms and Conditions have been identified as the most important to be included in agreements (ex: End User License Agreements) with software publishers. Describe your ability and willingness to require Publishers to agree to specific terms and conditions as a prerequisite to selling off this resultant contract. Describe any successes you have had previously in requiring Publishers to accept minimum terms prescribed by an RFP or similar process. Describe your willingness to identify Publishers who aren't willing to accept Model Terms and provide the Purchasing Entity with this information before a purchase is made.).	CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Reseller Indemnitor for performance under the Contract, Reseller shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph: 1. State shall provide reasonable and timely notification to Reseller of any claim for which Reseller may be liable under this paragraph; 2. Reseller, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise; 3. State may elect to participate in such action at its own expense; and 4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.	Still under review	SHI will respond to the State's comments once you have completed your review. Let us know if you require anything further at this time.	The State cannot waive this provision. However, SHI may negotiate this with individual states at the PA level.	SHI revokes our exception and accept section 6.4 as-is.			
11.15 - 11.19	11.15-11.19 Exception: We request that sections 11.15 through 11.19 be removed completely and replaced with the below language: Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the State by the Contractor, Contractor is responsible for the restocking fee. If delivered software is defective, or if	We are requesting to remove the language in the following sections under Section 11.0 "General Provisions for Materials": 11.15 Materials 11.16 Acceptance 11.17 Correcting Defects 1 1.18 Returns	Unacceptable. Allowing one Reseller to replace entire paragraphs of the State's standard language would force the State, in giving each Reseller fair and equal treatment, to open the floodgates and allow large portions of the terms and conditions to be re-written. The Offeror has not given a rationale as to why the current language is unacceptable.	SHI can agree to this language as written. See our response to 2.1 above.	Resolved.				
14.4.1	14.4.1 Exception: INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law and by contract, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. ~~If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.~~ 14.4.1 Rationale:	INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.	Still under review	SHI will respond to the State's comments once you have completed your review. Let us know if you require anything further at this time.	The State can accept the added language "and by contract" but SHI's proposed deletion is rejected. If a "value added" Reseller passes through an indemnity, it must stand behind the indemnity.	SHI accepts the State's response to our exceptions. We revoke our proposed deletion in this section.			
16.0	16.0 Exception: SHI asks for this section to be marked as "reserved". 16.0 Rationale: No reseller has the authority to waive rights or negate (null) publisher's terms for use for any customer. Please see our response to Question #21 (In a recent survey of other states, certain model Terms and Conditions have been identified as the most important to be included in agreements (ex: End User License Agreements) with software publishers. Describe your ability and willingness to require Publishers to agree to specific terms and conditions as a prerequisite to selling off this resultant contract. Describe any successes you have had previously in requiring Publishers to accept minimum terms prescribed by an RFP or similar process. Describe your willingness to identify Publishers who aren't willing to accept Model Terms and provide the Purchasing Entity with this information before a purchase is made.).	We are requesting that the language in the following sections under Section 16.0 "Software as a Service Terms and Conditions" be reserved: 16.1 Data Ownership 16.2 Data Protection 16.3 Data Location 16.4 Security Incident or Data Breach Notification 16.5 Personal Data Breach Responsibilities 16.6 Notification of Legal Requests: 16.7 Termination and Suspension of Service: 16.8 Background Checks 16.9 Access to Security Logs and Reports 16.10 Data Center Audit 16.11 Change Control and Advance Notice: 16.12 Security 16.13 Non-disclosure and Separation of Duties: 16.14 Responsibilities and Uptime Guarantee: 16.15 Compliance with Accessibility Standards: 16.16 Web Services	Unacceptable. State expects, as part of "value-add", the Reseller to present the Terms and Conditions of this Solicitation to the Publishers. The Reseller is expected to communicate to the Publishers that compliance with the Terms and Conditions of this Solicitation is a requirement to selling their products under a resultant Contract.	SHI can agree to this language as written. See our response to 2.1 above.	Resolved.				
Section 2-D: Uniform Terms & Conditions									
1.8	1.8 Exception: "Materials" means all tangible property, including equipment, supplies, printing, insurance and leases of property but does not include intellectual property, land, a permanent interest in land or real property or leasing space. 1.8 Rationale: Material shall refer to tangible property and shall not include intellectual property.	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.	Unacceptable. The State generally does not edit it's Uniform Terms and Conditions.	SHI can agree to this language as written.	Resolved.				

3.8	3.8 Exception: ADD the following language to the end of section 3.8: Notwithstanding the foregoing, the Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this contract. 3.8 Rationale: SHI will retain ownership rights to our previously existing IP, our confidential information, and any tools or scripting applications we create during the performance of the contract. SHI respectfully asks for this language to be added as it is also included in the NASPO SVAR ADSPO16-130651 contract.	Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.	Unacceptable. The State generally does not edit it's Uniform Terms and Conditions. Exceptions are most often considered in the corresponding Special Terms and Conditions.	SHI can agree to this language as written.	Resolved.				
6.3	6.3 Exception: SHI asks for this section to be marked as "reserved". 6.3 Rationale: No reseller has the authority to waive rights or negate (null) publisher's terms for use for any customer. Please see our response to Question #21 (In a recent survey of other states, certain model Terms and Conditions have been identified as the most important to be included in agreements (ex: End User License Agreements) with software publishers. Describe your ability and willingness to require Publishers to agree to specific terms and conditions as a prerequisite to selling off this resultant contract. Describe any successes you have had previously in requiring Publishers to accept minimum terms prescribed by an RFP or similar process. Describe your willingness to identify Publishers who aren't willing to accept Model Terms and provide the Purchasing Entity with this information before a purchase is made.).	The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.	Still under review	SHI can agree to this language as written. See our response to 2.1 above.	Resolved.				

Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2A: Scope of Work

1.0 Introduction, Purpose, and Background

1.1 Introduction, Purpose, and Background –

The State of Arizona, State Procurement Office (SPO), is requesting proposals for Software Value-Added Reseller (Reseller) services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint). The purpose of this Solicitation (RFP or Solicitation) is to establish Master Agreements with qualified Resellers so that eligible entities may acquire Software and related services from Software Value-Added Resellers.

This RFP seeks offers that can provide better value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. More specifically, this RFP expects offerors to provide a full range of Reseller services and service options to support Purchasing Entities' COTS and SaaS-based software needs. The RFP shall be broken up into three award categories: General Software, Microsoft Software, and Oracle Software. For each of these categories, services related to the software purchase, including but not limited to installation, configuration, maintenance, and advisory services may be offered.

Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)
The State of Arizona, through its State Procurement Office (SPO), is the Lead State and issuing office for this document and all subsequent addenda relating to it. This RFP is a competitive process, in accordance with the Arizona Procurement Code available at https://spo.az.gov/ . The Arizona Procurement Codeconsists of Arizona Revised Statutes (ARS) §§41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. "Solicitation #BPM002338" shall be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this Solicitation, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Eric Bell - State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, Arizona 85007
Phone: (602)542.8921

1.2 NASPO ValuePoint Background Information

NASPO ValuePoint is the cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) non-profit association dedicated to strengthening the procurement community through education, research, and communication.

NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States.

Canadian Participation. Subject to the approval of the awarded Reseller, any Canadian provincial government or provincially funded entity in the Northwest Territories, Yukon, Nunavut, Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations may be eligible to use the Reseller's contract.

Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

1.3 Schedule of Events

The Procurement Office shall make every effort to adhere to the following schedule. Change in the "Closing Date and Time" (Proposal Due Date) shall only be by an issued Solicitation Amendment.

Anticipated Solicitation Release:	September 8, 2020
Anticipated Pre-Offer Conference:	September 17, 2020
Anticipated Closing Date and Time:	October 21, 2020
Anticipated Award Date:	January 22, 2021

1.4 Purchasing Entities

In addition to the Lead State conducting this RFP, the states listed in Exhibit 1 (One) have signed an Intent to Participate (ITP) document to be named in this Solicitation as potential Participating Entities of the resulting Master Agreement (MPA). Any state that indicates an Intent to Participate are not obligated to either participate

or enter into any contractual relationship with the selected responders. Other eligible entities, including other states, may become Participating Entities after award of the MPA through execution of a Participating Addendum (PA).

A Participating Addendum may include Participating Entity-specific terms and conditions not included in the Master Agreement. Some of these terms and conditions may be provided to the vendors in the RFP (see Exhibit 2 (Two)) as an informational item only, to give vendors an idea of the terms they might be expected to abide by or negotiate during the PA process.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity shall be responsible for its own charges, fees, and liabilities. The Reseller shall apply the charges and invoice each Purchasing Entity individually.

1.5 Historical Usage

Exhibit 3 (Three) contains the usage data in terms of total sales for all contractors from the current set of contracts for Calendar Years 2016, 2017, 2018, and 2019. No minimum or maximum level of sales volume is guaranteed or implied.

2.0 SCOPE OF WORK

2.1 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three mutually-exclusive categories:

Category I – General software: This category includes all software titles **except** Microsoft and Oracle. Category I has been further sub-divided into three tiers:

- **Tier 1** – Key Itemized Publishers
- **Tier 2 –** Other Itemized Publishers
- **Tier 3 –** Non-Itemized Publishers

Category II – Microsoft-only software, and

Category III – Oracle-only software.

See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software Publishers. If a direct reseller agreement is not already in place between itemized software Publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that Itemized Publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new Publishers may be added by amendment to the Itemized Publishers' lists.

2.1.1 Category 1 – General Software Resellers

2.1.1.1 ***Tier 1*** *– Key Itemized Publishers:* The products of the Publishers in this tier represent the highest tier of sales volume outside of the two (2) Publisher Specific Categories. This tier is the one most likely to include a Participating Entity's enterprise or high-volume agreements with a Publisher. Resellers shall be a certified direct resellers for Publishers in this category, except in the case where certain Publishers do not sell directly through Resellers. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for each Tier 1 Itemized Publisher (see Pricing Sheet). Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

2.1.1.2 ***Tier 2*** *- Other Itemized Publishers:* The products of the Publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating Entity's high-

volume agreements or VLAs with a Publisher. It is desirable for Resellers to be certified direct resellers for Publishers in this category. If a Reseller's proposal includes the General Category, the Reseller must be able to resell, and must provide pricing for, each Tier 2 Itemized Publisher (see Pricing Sheet). Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

2.1.1.3 **Tier 3 -** Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software Publishers not specifically itemized. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA, provided the offerings, including pricing and terms, meet the requirements of the Contract, and may be itemized in the online catalog, if volume justifies the addition. If a Reseller's proposal includes the General Category, the Reseller must provide pricing applicable to all Non-Itemized Publishers resold by the Reseller. Specific requirements may be required for some Publishers in this category in an individual Participating Entity's PA.

KEY ITEMIZED PUBLISHERS **Certification of Direct Reseller status required, except in the case where certain Publishers do not sell directly through Resellers**	OTHER ITEMIZED PUBLISHERS **Certification of Direct Reseller status desirable. If not certified, the percentage rate should be no greater than Non-Itemized Rate**	NON-ITEMIZED PUBLISHERS
ADOBE	AUTODESK	ALL OTHER PUBLISHERS
CA TECHNOLOGIES	BARRACUDA NETWORKS	
CISCO	BMC SOFTWARE	
COMMVAULT	CHECK POINT SOFTWARE	
IBM	CHERWELL	
RED HAT	CITRIX	
SPLUNK	CPI	
TABLEAU	CROWDSTRIKE	
VEEAM	DELL	
VMWARE	DELPHIX	
	DOCUSIGN	
	DYNATRACE	
	FORCEPOINT	
	FORTINET	
	GOOGLE	

	INFORMATICA	
	IVANTI	
	KNOWBE4	
	MCAFEE	
	MICRO FOCUS	
	MULESOFT	
	NETMOTION	
	OKTA	
	OPENTEXT	
	PROGRESS SOFTWARE	
	PROOFPOINT	
	QUEST SOFTWARE	
	RAPID7	
	RSA SECURITY	
	SALESFORCE	
	SAP	
	SOLARWINDS	
	SOPHOS	
	SPILLMAN	
	SYMANTEC	
	TENABLE	
	TREND MICRO	
	VARONIS	
	VERITAS	
	ZOHO	

2.1.1 Category II: Microsoft Resellers

This Category shall be restricted to only Microsoft software products.

2.1.2 Category III: Oracle Resellers

This Category shall be restricted to only Oracle software products.

2.1.3 Software Publishers, General Representation.

Excluded Software Publishers. The Reseller shall agree to enter into good faith negotiations with any Software Publisher willing to do business with them. Resellers

shall advise the LSCA or designee of any Software Publishers with whom the Reseller was unable to enter into a reseller certification following negotiations.

Expanded Representation. The Reseller is expected to continue to work towards reseller certifications with Publishers not currently represented, particularly with those Publishers whose sales volume merit classification into the Itemized Publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current Publishers

2.2 Category 1 - Software Value-Added Reseller ('Reseller' – "SVAR") – All Publishers Excluding Microsoft and Oracle Software

2.2.1 Software Value-Added Reseller ('Reseller" or "SVAR") shall be a large account reseller, with a national presence, authorized to sell products direct from software Publishers or authorized distributors.

2.2.2 **SOFTWARE PRODUCTS**, including Software as a Service (SaaS)

2.2.2.1 Out of Scope Products - Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable **only** as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.2.2.2 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.2.3 Licenses and Maintenance Agreements - The Reseller shall honor existing Purchasing Entities' Volume License Agreements (VLA's) or Enterprise License Agreements (ELA's) with Publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Purchasing Entity, and if so required by the Purchasing Entity and/or an individual Publisher, the Reseller shall identify itself to software Publishers as Reseller for that Purchasing Entity. If so required by the Publisher and Purchasing Entity, the Reseller shall execute a change of channel partner agreement with the Publisher. Resellers shall sell additional seats consistent with Purchasing Entities' VLAs or ELAs. Reseller shall work with Participating Entities, Purchasing

Entities and Publishers as needed to establish new VLAs or ELAs. The Reseller shall work with the Publisher and Purchasing Entities as necessary to ensure the Purchasing Entity receives timely and pertinent license information, such as: license or agreement renewals, and opportunities based on actual volume.

Reseller shall work directly with Purchasing Entities in establishing, signing and maintaining enrollment agreements. If a Reseller is the sole Reseller in a State, the Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Participating Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that State or Entity's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities' VLA-required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.2.4 Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term

2.2.2.5 Individual Software Licenses. Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.2.6 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a Publisher's maintenance agreement.

2.2.2.7 Software Maintenance and Support. Reseller to provide needed services to support maintenance products such as maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on the most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance packages purchased under this Contract, but in support of any other existing and current agreements.

2.2.2.8 Software Updates. Resellers shall ensure Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement at the time such releases and updates are released to any customers of the Publisher.. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

Should a User not want to receive the next update, the User shall so notify the respective Publisher.

2.2.2.9 Leases

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable Pas permit leasing. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.2.3 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES:** Reseller shall provide the following Basic Services at no additional charge:

2.2.3.1 Provide Software Products, including COTS, Software as a Service (SaaS), and Related Services

2.2.3.2 Honor existing Volume or Enterprise license agreements held by the Purchasing Entity.

2.2.3.3 Retain or enhance Reseller certifications with software Publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each Participating Entity, and each Purchasing Entity explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.2.3.4 If a Purchasing Entity requests software from a Publisher with which the Reseller has no established relationship, the Reseller shall agree to enter into good faith negotiations with the Software Publisher. Resellers shall advise the LSCA or designee of any Software Publishers with whom the Reseller was unable to enter into a reseller certification following negotiations.

2.2.3.5 Provide Pre-Sale Advisement:

- Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.
- Assist the Purchasing Entity to make cost neutral adjustments to bundled titles to substitute for or delete duplicative Publisher titles.
- Example: In selecting the most-beneficial basket of applications from a Publisher's library (ex: Microsoft or Adobe applications)

2.2.3.6 Act as liaison between the Purchasing Entity and individual Publishers to identify best approaches and cost savings opportunities for the Purchasing Entity. Examples of such are:

- Selecting appropriate software subscription plan options, software enhancements, and sets of features;
- Explaining Volume License Agreements with complicated rules;
- Determining the most cost-effective buying strategies;
- Finding software options to meet a specific need, for example, online survey software or risk management software.

2.2.3.7 Negotiate with Publishers to reduce Reseller Cost, and pass on savings to Purchasing Entities.

2.2.3.8 Provide assistance in developing Volume License and Enterprise Agreements.

2.2.3.9 Provide Software installation assistance including, but not limited to:.

- Provide, at no additional cost, assistance or advice in basic installation or implementation of software products.

- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.

2.2.3.10 Provide Software De-Installation Assistance.

2.2.3.11 Notify Purchasing Entities of Publisher publicly announced changes pertinent to User licensing.

2.2.3.12 Provide Basic License Management to include:

- Reseller shall have in place a product license inventory and a basic software asset management system, which shall include an accurate inventory record of product licenses purchased under this Contract.
- Reseller shall also have the capability of tracking maintenance renewal and other significant due dates.

2.2.3.13 License Confirmations For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:

- Certified Licensing Confirmation Certificates for all software licenses;
- Reseller's certified license confirmation certificates in the name of such Licensee; or,
- Written confirmation from the Reseller or Publisher accepting the Participating Entities' contract or purchase order as proof of license

2.2.3.14 Transitioning License Tracking Information Reseller shall store license information data acquired and retained shall as sortable data fields and transfer the license information to the Purchasing Entity upon contract termination. Reseller shall work with Purchasing Entities to ensure that the license information data has been successfully transferred in a usable format.

2.2.4 **VALUE-ADDED SERVICES - PREMIUM SERVICES:** The Reseller may offer Premium Value-Added Services related to the software being purchased. The following may be an additional cost:

2.1.3.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.1.3.2 Provide advanced or refresh Training Services related to a software purchase under this Contract or existing software held by the Purchasing Entity.

2.1.3.3 Optional Value-Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.3 Category 2 – Microsoft SVAR

2.3.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller, with a national presence, authorized by Microsoft as a Licensing Solution Provider (LSP) for all current and existing, and new Microsoft products and subscriptions.

2.3.2 **Out of Scope Products -** Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable only as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.3.3 **Software Products,** including Software as a Servce

2.3.3.1 Provide an up to date list of all software products and subscriptions offered by Microsoft.

2.3.3.2 Purchase orders shall be deemed to reference the most recent release of the Software Product at the time of the order.

2.3.3.3 Licenses and Maintenance Agreements

- The Reseller shall honor the Purchasing Entity's existing Select Agreements, Enterprise License Agreements and Volume License Agreements.
- Following an executed Order with a Purchasing Entity and/or Microsoft, the Reseller shall identify itself to Microsoft as the Reseller for that Purchasing Entity. If so required by the Microsoft and Purchasing Entity, Reseller shall execute a change of channel partner agreement with the Microsoft.
- Resellers shall sell additional seats consistent with Purchasing Entities' Select, Enterprise or Volume Agreements. Reseller shall work with Purchasing Entity and Microsoft as needed to establish new Select, Enterprise and Volume License Agreements.
- The Reseller shall work with the Microsoft and Purchasing Entity as necessary to ensure the Purchasing Entity receives timely and

pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

- Reseller shall work directly with Purchasing Entity in establishing, signing and maintaining enrollment agreements.
- If a Reseller is the sole Microsoft Reseller for a Purchasing Entity, Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Participating Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that State or Entity's PA.
- Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities VLA-required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties.
- The Reseller shall be responsible for providing license usage information to Microsoft, if such information is required by Microsoft, in a timely manner (e.g., for 'true up' assessments)
- Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term
- Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.3.3.4 Software Maintenance and Support Agreements

- Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a publisher's maintenance agreement.
- Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include the provision of recommendations on the most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance

packages purchases under this agreement, but in support of any existing and current agreements.

2.3.3.5 Leases. Lease purchase and term leases are only allowed for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.3.4 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES**

The reseller shall identify core value added services it provides to all Purchasing Entities at no charge. The services outlined in this section depict a minimum level of services that shall be provided to any Purchasing Entity.

2.3.4.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.3.4.2 Act as liaison between the Purchasing Entity and Microsoft in identifying best approaches and cost savings opportunities for the Purchasing Entity. Examples include, but are not limited to:

- selecting appropriate software;
- explaining Volume License Agreements rules;
- determining the most cost-effective buying strategies;
- ensuring that Purchasing Entity is in compliance with licensing requirements;
- finding software options to meet a specific need;
- developing software migration strategies;
- developing enterprise level licensing optimization strategies that include department/agency software consolidation and rationalization;
- bundling and unbundling software titles into software packages to provide the most cost effective solutions for the Purchasing Entity; and
- developing alternative software options and strategies when a Microsoft software title becomes unfeasible for the Purchasing Entity.

2.3.4.3 Negotiate to reduce Reseller Cost, to pass savings on to the Purchasing Entity.

2.3.4.4 Identify pricing tiers and standard pricing models available to all Purchasing Entities under this Master Agreement.

2.3.4.5 Provide assistance to the Purchasing Entity by explaining and assisting the Purchasing Entity in the development of Volume License and Enterprise Agreements.

2.3.4.6 Assist the Purchasing Entity to determine optimum enterprise wide allocation total to obtain the best pricing and tiers for quantities that can be purchased.

2.3.4.7 Provide the Purchasing Entity with regular education and training by knowledgeable staff on new and emerging software and software related technologies offered or planned to be offered by Microsoft.

2.3.4.8 Provide a list of all Microsoft Solution Specialists that includes their specialty and their contact information.

2.3.4.9 For all Microsoft software and subscription products, provide a list of all security control systems, standards and certifications the product is in compliance with. For example: FedRAMP, NIST, CSA, SOC 2, ISO, etc. Include the specific standard by title, number and control identifier.

2.3.4.10 Return all phone calls within 2 business days and all e-mails within 24 hours.

2.3.4.11 Provide Software Installation advise, assistance and/or training.

- Provide assistance or advice with basic installation or implementation of COTS product.
- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.

2.3.4.12 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses

- Reseller shall have in place a license inventory and software asset management section in their portal page for each Purchasing Entity, which shall include:
  - An accurate tracking and inventory record of software licenses purchased and added on to enrollment under this Contract;
  - All licenses on current enrollment;

- Quantities of licenses at department/agency levels within a Purchasing Entity; and
- Licenses to and from each department/agency within a Purchasing Entity.
- If required by the Purchasing Entity, an accurate tracking and inventory of Microsoft licenses from third-party computer contracts.

- Reseller shall also have the capability of tracking and reporting maintenance renewal and other significant due dates.
- At a minimum, this system shall be able to provide this information by Purchasing Entity, and department and agency level within a purchasing entity
- Reseller shall work with Purchasing Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
- Provide reports with the content and frequency required by the Purchasing Entity.
- The Purchasing Entity may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards shall be determined by Purchasing Entity.
- As may be required by a Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware Reseller, to see that any software acquired under those contracts can be tracked through this contract.
- Notify Purchasing Entity of Publisher publicly announced changes pertinent to User licensing.

2.3.4.13 Provide training services to Purchasing Entities that include, but are not limited to the following topics:

- Installation
- De Commissioning
- Implementation
- Maintenance
- Configuration

- Product orientation for all SaaS products
- Select and Enterprise licensing
- Use of the Portal and any reseller applications and tools to support this contract.
- Use of the contract including training and aids on the processes provided for quotes and placing orders.
- Forms of training shall include, but are not limited to:
    - Online training available on the Portal,
    - Supplementary electronic (e.g. Webinars, emails), telephone or on-site training provided, as needed, during standard working hours.
    - Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
    - Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.
- More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity.

2.3.4.14 License Confirmations. For licenses ordered under the contract by Purchasing Entity, the Reseller shall provide certified license confirmation certificates in the name of such Licensee; or written confirmation from the Reseller or Microsoft accepting the Purchasing Entity's contract or purchase order as proof of license.

- The form of "Proof of License" provided shall be acceptable proof to Microsoft, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller shall retain an electronic file of Purchasing Entity's Proof of Licenses.

2.3.4.15 Transitioning License Tracking Information at Contract Termination. The license information data acquired and retained by Reseller shall be stored as sortable data fields so the license information can be transferred to the Purchasing Entity or their designees in a useable format as determined by the purchasing entity upon contract termination.

2.3.5 **PREMIUM VALUE-ADDED SERVICES:** The Reseller may offer Optional Value-Added Services related to the software being purchased. These services may be priced to include added compensations for each additional Optional Value Added Service, or may be provided by the Reseller at no additional charge. Examples of Optional Value Added Services include, but are not limited to:

2.3.5.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.3.5.2 Provide advanced or refresh Training Services related to a software purchase under this contract or existing software held by the Purchasing Entity.

2.3.5.3 Optional Value Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.4 Category 3 – Oracle SVAR

2.4.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller, with a national presence, authorized by Oracle as a Licensing Solution Provider (LSP) for all current and existing, and new Oracle products and subscriptions.

2.4.2 **Out of Scope Products** - Non-SaaS cloud computing products such as Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Software provided by a Managed Services Provider are generally out of scope of this Contract. IaaS shall be allowable only as an incidental product when 1) SaaS is the primary and predominate title being purchased, and 2) the limited and incidental licensing of the publisher's IaaS is essential to the successful and efficient implementation and or deployment of the SaaS software. This determination should be made by the purchasing entity in advance of any IaaS purchase.

2.4.3 **Software Products,** including Software as a Service

2.4.3.1 Provide an up to date list of all Oracle software and subscription products offered.

2.4.3.2 Purchase orders shall be deemed to reference the most recent release of the Software Product at the time of the order.

2.4.3.3 Licenses and Maintenance Agreements

- The Reseller shall honor the Purchasing Entities existing Enterprise License Agreements and Volume License Agreements.

- Following an executed PA with a Purchasing Entity and/or Oracle, the Reseller shall identify itself to Oracle as the Reseller for that Purchasing Entity. If so required by the Oracle and Purchasing Entity, Reseller shall execute a change of channel partner agreement with Oracle.
- Resellers shall sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller shall work with Purchasing Entity and Oracle as needed to establish new Enterprise and Volume License Agreements.
- The Reseller shall work with the Oracle and Purchasing Entity as necessary to ensure the Purchasing Entity receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.
- Reseller shall work directly with Purchasing Entity in establishing, signing and maintaining enrollment agreements.
- If Reseller is sole SVAR Reseller for Oracle in a Purchasing Entity, Reseller shall aggregate all enrollments together for Master Agreement reporting purposes. If a Purchasing Entity elects to have multiple SVAR contractors, Reseller's responsibilities shall be delineated in that Purchasing Entity's PA.
- Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Purchasing Entities license agreements required sales levels to ensure the Purchasing Entity does not fall short and thereby incur Publisher penalties.
- The Reseller shall be responsible for providing license usage information to Oracle, if such information is required by Oracle, in a timely manner (e.g., for 'true up' assessments)
- Subscription-based Software Licenses. Purchasing Entities can purchase monthly or annual licenses or subscriptions through the Reseller, which provides access to and use of the software during the subscription term
- Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.4.3.4 Software Maintenance and Support Agreements

- Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers shall sell software maintenance agreements, even if the

software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller shall explain what product support or services are included in a publisher's maintenance agreement.

- Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller shall provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.4.3.5 Leases. Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements shall be reviewed or evaluated as part of this RFP evaluation process.

2.4.4 **VALUE-ADDED SERVICES – MANDATORY BASIC SERVICES**

The reseller shall identify core value added services it provides to all Purchasing Entities at no charge. The services outlined in this section depict a minimum level of services that shall be provided to any Purchasing Entity.

2.4.4.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.4.4.2 Act as liaison between the Purchasing Entity and Oracle in identifying best approaches and cost savings opportunities for the Purchasing Entity. Examples include, but are not limited to:

- selecting appropriate software;
- explaining Volume License Agreements rules;
- determining the most cost-effective buying strategies;
- ensuring that Purchasing Entity is in compliance with licensing requirements;
- finding software options to meet a specific need;
- developing software migration strategies;

- developing enterprise level licensing optimization strategies that include department/agency software consolidation and rationalization;
- bundling and unbundling software titles into software packages to provide the most cost effective solutions for the Purchasing Entity; and
- Developing alternative software options and strategies when an Oracle software title becomes unfeasible for the Purchasing Entity.

2.4.4.3 Negotiate to reduce Reseller Cost, to pass on savings to the Purchasing Entity.

2.4.4.4 Identify pricing tiers and standard pricing models available to all Purchasing Entities under this master agreement.

2.4.4.5 Provide assistance to the Purchasing Entity by explaining and assisting the Purchasing Entity in the development of Volume License and Enterprise Agreements.

2.4.4.6 Assist the Purchasing Entity to determine optimum enterprise wide allocation total to obtain the best pricing and tiers for quantities that can be purchased.

2.4.4.7 Provide regular education and training on new and emerging software and software related technologies offered or planned by Oracle by knowledgeable

2.4.4.8 Provide a list of all Oracle Solution Specialists that includes their specialty and their contact information

2.4.4.9 For each software and subscription product offered, provide a list of all security control systems, standards and certifications the product is in compliance with. For example: FedRAMP, NIST, CSA, SOC 2, ISO, etc. Include the specific standard by title, number and control identifier.

2.4.4.10 Return all phone calls and emails within 2 business days.

2.4.4.11 Provide Software Installation advise, assistance and/or training.

- Provide assistance or advice in basic installation or implementation of COTS product.
- If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller shall provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.

2.4.4.12 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses

- Reseller shall have in place a license inventory and software asset management section in their portal page for each Purchasing Entity, which shall include:
    - An accurate tracking and inventory record of software licenses purchased and added on to enrollment under this Contract;
    - All licenses on current enrollment;
    - Quantities of licenses at department/agency levels within a Purchasing Entity; and
    - Licenses to and from each department/agency within a Purchasing Entity.
    - If required by the Purchasing Entity, an accurate tracking and inventory of Oracle licenses from third party computer contracts.
- Reseller shall also have the capability tracking and reporting maintenance renewal and other significant due dates.
- At a minimum, this system shall be able to provide this information by Purchasing Entity, department and agency level within a purchasing entity
- Reseller shall work with Purchasing Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
- Provide reports with the content and frequency required by the Purchasing Entity.
- The Participating Entity may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards shall be determined by Participating Entity.
- As may be required by a Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware Reseller, to see that any software acquired under those contracts can be tracked through this contract.

- Notify Purchasing Entity of publisher publicly announced changes pertinent to User licensing.

2.4.4.13 Provide training services to Purchasing Entities that include, but are not limited to the following topics:

- Installation
- De Commissioning
- Implementation
- Maintenance
- Configuration
- Product orientation for all SaaS products
- Enterprise licensing
- Use of the Portal and any reseller applications and tools to support this contract.
- Use of the contract including training and aids on the processes provided for quotes and placing orders.
- Forms of training shall include, but are not limited to:
  - Online training available on the Portal,
  - Supplementary electronic (e.g. webinars, emails), telephone or on-site training provided, as needed, during standard working hours.
  - Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
  - Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.
- More detailed and targeted training unique to specific product offerings may be provided at the request of the Purchasing Entity.

2.4.4.14 License Confirmations. For licenses ordered under the contract by Purchasing Entity, the Reseller shall provide certified license confirmation certificates in the name of such Licensee; or written confirmation from the Reseller or Oracle accepting the Purchasing Entity's contract or purchase order as proof of license.

- The form of "Proof of License" provided shall be acceptable proof to Oracle, and in the format requested

by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller shall retain an electronic file of Purchasing Entity's Proof of Licenses.

2.4.4.15 Transitioning License Tracking Information at Contract Termination. The license information data acquired and retained by Reseller shall be stored as sortable data fields so the license information can be transferred to the Purchasing Entity or their designees in a useable format as determined by the purchasing entity upon contract termination.

2.4.5 **PREMIUM VALUE-ADDED SERVICES:** The Reseller may offer Optional Value-Added Services related to the software being purchased. These services may be priced to include added compensations for each additional Optional Value Added Service, or may be provided by the Reseller at no additional charge. Examples of Optional Value Added Services include, but are not limited to:

2.4.5.1 Offer maintenance and support packages on licenses already owned by the Purchasing Entity.

2.4.5.2 Provide advanced or refresh Training Services related to a software purchase under this contract or existing software held by the Purchasing Entity.

2.4.5.3 Optional Value Added Premium Services as provided in the proposal and approved by NASPO ValuePoint and the LSCA.

2.5 General Requirements – All Categories

2.5.1 **Customer Portal.** Reseller shall Develop and Maintain a Portal, at the request of Participating Entities, to facilitate tracking, management, usage, ordering, monitoring and reporting of software products and License Agreements. The Portal shall include, but shall not be limited to:

Mandatory Elements:

- Signed Master Agreement
- Signed Participating Addendum
- Designated Baseline price list(s) (MSRP or Cost Plus, List Price, Education) and associated discounts.
- Service options available on the contract

- Contact information for order placement, service concerns (warranty and maintenance) , problem reporting, and billing concerns, including problem escalation. The Reseller shall provide an incident escalation path for each Participating Entity, showing on that Participating Entity's webpagee, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.
- Sales representatives and their contact information to include direct telephone number and email address for Purchasing Entities
- The Portal shall be operational twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times, and shall be ADA Section 508 compliant. The website shall be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State.
- Within 60 calendar days of execution of a Participating Addendum, the Reseller shall provide a Universal Resource Locator (URL) for the website to the Participating Entity and the LSCA within sixty (60) days of the execution of the PA. The Lead State shall review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Reseller shall have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Reseller may not make material changes to the website without notifying the Lead State and receiving written approval of the changes. Pricing shall be kept current.

Desirable Elements:

- Purchase order tracking
- Copy of RFP Response
- Online ordering capability with the ability to remember multiple ship to locations
- If elements of the website require a secure log-in, Responder shall provide listing of items that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking.

- If the Reseller is acquired by another company during the contract term, the new Reseller shall maintain documentation on the website that informs the end users of the change. This may include a memo or summary letter outlining the operational effects e.g. formal name change
- A repository of commonly-encountered EULAs to assist states when considering the purchase of specific software
- Tracking, Management, Usage Monitoring and Reporting of Licenses for each Purchasing Entity
- Software Title Offerings: Contactor maintains a searchable index of all software title offerings from all Publishers under the scope of this contract for end users to utilize. For the Key Itemized and Other Itemized Publishers, this index shall include product descriptions, security standards, certifications and security controls met by each software product
- Non-authorized products or groups of products shall not be on included in the Online Catalog. Reseller shall not use this proposed website to cross-sell or cross-advertise other products and or services the Reseller may be able to offer.
- User Differentiation. Catalog should be designed to provide a means to identify the Purchasing Entity. The method used shall not require any undue administrative tasks on the part of the user. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information.
- The ability for the Purchasing Entity to create custom reports. The requesting Purchasing Entity shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, Purchasing Entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Purchasing Entity representative, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- The capability of being used as a 'Punch Out' to an individual state's electronic purchasing system. For this paragraph, "Punch Out" means a mechanism by which the e-procurement

application makes it possible for a buyer to access a supplier's website from the buyer's own procurement application.

2.5.2 **Price Quote, General**. For categories 1, 2, and 3, pricing is reflected in the MPA as either 1) a percentage of the invoice paid by the Software Reseller to the Software Publisher or 2) a percentage discount off of the Publishers List/MSRP price.

Individual PA's shall use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high-volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Purchasing Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.5.2.1 *Telephone or Email Quote Support*. Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.5.2.2 *Quoted Delivery Method*. The quote shall clearly indicate the method of delivery, whether via media, download, or other methods.

2.5.2.3 *Timely Quotes*. Reseller agrees to work with Publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller shall contact the Purchasing Entity with a status report. The Reseller and the Purchasing Entity shall mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller shall provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.5.2.4 Guaranteed 30 Day Quote. Reseller is required to honor all quotes for thirty (30) calendar days.

2.5.3 **Optional Services Cap.** Individual Purchasing Entities shall reserve the right to establish caps on services in their Participating Addendum. For example, a Purchasing Entity may, at its discretion, establish a cap that limits services expenditures to 30% of the value of the related software purchase.

2.5.4 **Optional Software Related Technical Services**

For Category 1,2, and 3 each reseller may resell additional Technical Software Related Services provided by the Publisher for the Category or by a Publisher's Top Tier Level Certified Partner as listed below. These services shall be priced separately and are in addition to mandatory value add services provided by the reseller and included in their mandatory service offerings.

Nature of the Technical Services. The technical services go beyond providing software product information and assistance, but include work products and deliverables provided by trained, qualified and Publisher certified technicians to perform software related services needed and specified in a scope of work by the purchasing entity. Services are limited to:

- Commissioning and Decommissioning Services, including installation
- Implementation Services
- Maintenance Services
- Configuration Services
- Software Integration Services, and
- training services.

No other Software Related Technical Services may be provided under this RFP award unless specifically approved by LSCA as within the scope.

Out of scope services. Stand-alone services not related to a software product purchased or licensed through the Reseller, staff augmentation (stand-alone hourly based IT Services), services provided on a time_and_material basis with no fixed pricing. Questions about services included in the scope shall be determined by the LSCA.

2.5.5 **Training, General**

For Category I, 2 and 3 training may be in the form of online tutorials for basic installation and web-based training for software operation, basic phone support. Training may also include in-person or webinar training.

Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5.6 **Customer Service and Representation, General**

For Category I, 2 and 3 resellers shall provide customer service representation as follows:

2.5.6.1 *Dedicated Representation and Timely Response*. Reseller shall provide dedicated representatives for each Participating Entity. Such representative shall become familiar with the Purchasing Entity (for example, a state and its cooperative partners) and shall provide a single point of contact for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller shall commit to returning phone calls or responding to emails within two (2) business days**.

2.5.6.2 *Problem Escalation*. The Reseller shall provide an incident escalation path for each Participating Entity, showing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.6.3 *Product purchasing trends.* **The Reseller shall speak with LSCA and sourcing team annually** to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume or other changes.

2.5.7 **Contract Reviews.**

2.5.7.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA**.

2.5.7.2 At the discretion of the individual Purchasing Entities, an equivalent review, limited to that entity, shall be presented to the Purchasing Entity.

2.5.7.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

- Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and provide reports, at this review. At a minimum, the audit shall report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

- Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Purchasing Entities .
- **In a renewal year, the annual review shall take place prior to contract extensions.**

2.5.8 **Interactions with Software Publishers, General**

For Categories 1,2 and 3, resellers shall provide interaction with the respective software Publishers to include:

2.5.8.1 *Best Interests of Purchasing Entity*. Reseller would represent the best interests of the Purchasing Entity in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, maximizing the value of software bundling options, and taking advantage of Publishers' specials, promotions, coupons or other savings opportunities.

2.5.8.2 *Liaison with Publisher*. A Purchasing Entity may establish, in their individual PA, the ability for Reseller to arrange with the software Publisher or software Publisher's designee for Enterprise Agreements, which may include implementation, training, support, maintenance and other services directly related to the software purchase. **The provision of said services shall be under a separate Enterprise Agreement between the Purchasing Entity and the applicable parties and terms of the Master Agreement and Participating Addendum would flow down into the Enterprise Agreement**.

2.5.9 **Purchasing Entity Utilization of Local Partners, General**

For Categories 1,2, and 3, the Reseller may offer Partners (Sub-Contractors) to provide additional services in support of this Contract, if submitted as a part of the Resellers response to this Request for Proposal, or after award of an MPA, if approved by a Participating Entity. The partners may provide the following:

- Software Related Technical Services
- Optional Value Added Services

If the Reseller chooses to allow partners to provide administrative services as noted above, Reseller has the responsibility to vet or ensure the partners capabilities including their financial systems and business processes to accept and process contract obligations and financial documents timely and accurately. By listing a company as a partner, the terms and conditions set forth in Special Terms and Conditions 3.10 Subcontracts shall apply to the relationship between the Reseller and partner(s). The

ultimate responsibility for the performance of these partners rests with the Contractor. A Participating Entity or Purchasing Entity shall not be obligated or forced to utilize a partner(s) or compensate a partner(s) directly.

2.5.10 Reporting

2.5.10.1 Standard Reports

Individual Participating Entities or Purchasing Entities may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the entity. Reseller shall advise of standard reports which they can provide, and work with Participating Entities and Purchasing Entities on additional standard reports.

2.5.10.2 Online Reports

The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Purchasing Entity shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.

2.5.10.3 Custom Reports

Participating Entity and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

The following Exhibit applies to the Scope of Work:

SECTION 2-A_EXHIBIT 1 – LIST OF ENTITIES WITH INTENT TO PARTICIPATE
SECTION 2-A_EXHIBIT 2 – SAMPLE STATE TERMS & CONDITIONS
SECTION 2-A_EXHIBIT 3 – HISTORICAL SPEND

End of Section 2-A

SECTION 2-B: Pricing Document

3.1 Pricing

3.1.1 CONTRACTOR'S BEST PRICING. The prices and discounts set out in Part 3 of the Solicitation Documents, Section 3-B Offer Forms, ATTACHMENT 4_PRICING SHEET, including any subsequently agreed-upon amendment to it (the "Contract Pricing"), shall be considered ceiling pricing. Reseller may offer additional discounts based on the volume of a purchase or other factors. Reseller warrants that the pricing extended through this contract shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Reseller sells equivalent services, items of equipment and materials, given equivalent or reasonably-equivalent quantity of purchase.

1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Reseller agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Reseller made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Reseller agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3.1.2 PRICING-ALL-INCLUSIVE:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Reseller and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

3.1.3 PRICE INCREASES:

1. Initial Contract prices shall be honored for the full term of the Contract, unless a price adjustment is approved in accordance with the process outlined in this section. The Lead State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Reseller that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Reseller shall provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

   (a) All written requests for price adjustments made by the Reseller shall be initiated thirty (30) days in advance of any desired price increase to allow the Lead State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

   (b) All price adjustments shall be implemented by a formal contract amendment. The Lead State shall determine whether the requested price increase or an alternate option is in its best interest.

3.1.4 PRICE REDUCTIONS:

1. Price reductions shall be immediately passed along to the Lead State and may be submitted in writing to the Lead State for consideration at any time during the Contract period. The Reseller shall offer the Lead State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers.

2. The Lead State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

3.1.5 ADDITIONAL CHARGES:

1. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

3.1.6 TRAVEL.

1. Reseller shall obtain written approval from the Participating Entity or Purchasing Entity, as applicable, prior to any travel under the Contract in which reimbursement of expenses shall be requested. Reseller shall be reimbursed for actual expenses incurred in accordance with the current rates specified in the Participating Entity or Purchasing Entity's Travel Policy. Reseller shall itemize all per diem and lodging

charges. The Purchasing Entity may reject any claim for travel reimbursement without prior written approval.

3.2 Funding

No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified for the Lead State as of the Solicitation date.

3.3 Invoicing

3.3.1 INVOICES GO TO PURCHASING ENTITY. Reseller shall submit all billing notices or invoices to the Purchasing Entity (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Purchasing Entity's purchasing tool/process.

3.3.2 MINIMUM INVOICE REQUIREMENTS. Every invoice shall include the following information:

Item	Required
Bill-to name and address	■
Reseller name and contact information	■
Remit-to address	■
State contract number	■
Order number (typically The State's e-Procurement System PO #)	■
Invoice number and date	■
Date the items shipped or services performed	■
Applicable payment terms	■
Contract line item number	■
Contract line item description	■
When required by the Purchasing Entity, include a complete description of monthly usage at full enterprise detail level as provided by the publisher	SaaS only
Quantity delivered or performed	■
Line item unit of measure	■
Reseller Cost as invoiced by Publisher, if applying a Reseller markup	■
Reseller markup %	■
MSRP or List Price, if applying a Reseller discount	■
Discount off list or catalog	■
Final Item price to Customer	■

Extended pricing	■
Taxes *(as a separate invoice line item)*	■
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	■

3.3.3 NO INVOICE WITHOUT AUTHORIZATION. Reseller shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent Purchasing Entity's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

3.3.4 PRE-INVOICE REVIEW For all SaaS monthly invoices, when required by the Purchasing Entity, provide a summary-level invoice and a more-detailed invoice that reconciles with the deepest level of detail provided by the Publisher that demonstrates usage at levels acceptable to the Purchasing Agency. If a more-detailed invoice is required by the Purchasing Entity, provide an example for approval by the Purchasing Entity before the first billing.

3.3.5 SUBMITTING INVOICES. Reseller shall submit an invoice to the Purchasing Entity or Co-Op Buyer using the form and/or process provided or required by the ordering Purchasing Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice shall be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws. Upon request, Reseller shall provide evidence supporting the stated Reseller Cost shown on an invoice.

3.3.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Reseller, the Purchasing Entity (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

1. The Purchasing Entity (Eligible Agency or Co-Op Buyer) shall notify Reseller within 5 (five) business days after receipt if it determines an invoice to be materially defective.
2. Invoices shall be deemed automatically rejected upon delivery if they:
   (a) are sent to an incorrect address;
   (b) do not reference the correct State contract number; or
   (c) are payable to any Person other than the Reseller.

3. The Purchasing Entity (Eligible Agency or Co-Op Buyer) shall have no obligation to pay against a defective invoice unless and until Reseller has re-submitted it free of defects.

3.4 Payments

3.4.1 PAYMENT. The applicable Purchasing Entity or Co-Op Buyer shall pay undisputed amounts due to Reseller within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

3.4.2 JOINT CHECKS OR DIRECT PAY. applicable Purchasing Entity or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any SubReseller or other creditor to whom any portion of Contractor's requested payment is owed.

3.4.3 RECOVERY OF OVER-PAYMENT. If applicable Purchasing Entity or Co-Op Buyer determines that an over-payment has been made to Reseller on any prior invoice, it shall inform Reseller of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Reseller.

3.4.4 PAYMENTS TO SUBCONTRACTORS. Reseller shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Purchasing Entity or Co-Op Buyer applicable to their services.

3.4.5 PURCHASING CARD. Applicable Purchasing Entity or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Reseller. Unless otherwise stated in the Contract there shall be no additional fees or increase in prices associated with this method of payment.

3.4.6 AUTOMATED CLEARING HOUSE. Applicable Purchasing Entity or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies in the State of Arizona, Reseller shall complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

3.5 Exhibits to the Pricing Document

■ **NONE**

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. **"**Acceptance" is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.
1.2	Accepted Offer	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	Appliance	"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.
1.4	Arizona Procurement Code; A.R.S. ; A.A.C.	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.5	Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.6	Attachment	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
1.7	Awarded Reseller or Contractor	"Awarded Reseller" or "Contractor" means a Software Value-Added Reseller who is awarded under this solicitation, has a fully-executed (MPA and PA-s) contract, and is delivering products or performing services under the terms and conditions set forth in this Master Agreement.
1.8	Best and Final Offer (BAFO)	"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.
1.9	Commercial Off the Shelf (COTS)	"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means Software that already exists and is available to the general public in the commercial marketplace. COTS

		products are designed to be implemented easily into existing systems without the need for customization
1.10	Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.
1.11	Contract Terms and Conditions	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.12	Contractor Indemnitor	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.13	Co-Op Buyer	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit"
1.14	Eligible Agency	If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.15	Embedded Software	"Embedded Software" means one or more software applications which permanently reside on a computing device.
1.16	End-User License Agreement (EULA)	"End-User License Agreement (EULA)" is a legal contract between the manufacturer (Publisher) and the end User of an application that details how the software can and cannot be used.
1.17	eProcurement (Electronic Procurement)	"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
1.18	Excluded Software Publishers	"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.
1.19	Exhibit	"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.20	Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.21	Instructions to Offerors	"Instructions to Offerors" is Section 3-A of Part 3 of the Solicitation Documents.
1.22	Intellectual Property	"Intellectual Property" means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
1.23	Lead State	"Lead State" means the State centrally administering any resulting Master Agreement(s).
1.24	Lead State Contract Administrator (LSCA)	"Lead State Contract Administrator" ("LSCA") means the Procurement Officer for the Master Agreement.
1.25	Master Agreement (MPA)	"Master Agreement (MPA)" means the contractual agreement executed between the winning (awarded) contractor(s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.
1.26	Non-Perpetual License or Subscription License	"Non-perpetual license" or "Subscription License" is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.
1.27	Order	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the

		Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order": 1. "Release" or "Release Purchase Order" in The State's e-Procurement System; 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or "Purchase order" for buying by Co-Op Buyers, if co-op buying applies.
1.28	Order or Purchase Order	"Order" or "Purchase Order" means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the products.
1.29	Participating Addendum	"Participating Addendum" means a bilateral agreement executed by a Contractor and a Purchasing] Entity incorporating this Master Agreement and any other additional Purchasing Entity-specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.
1.30	Perpetual License	"Perpetual license" means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.
1.31	Person	"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals
1.32	Pricing Document	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.33	Product	"Product" means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
1.34	Publisher	"Publisher" means a software manufacturer who owns the intellectual property rights of the software.
1.35	Purchasing Entity	"Purchasing Entity" Means a state (as well as the District of Columbia and U.S. territories), or other eligible entity, public or non-profit, domestic or foreign, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase "Purchasing Entity" means a state or other entity, public or non-profit, domestic or foreign, that is eligible to participate under the Master Agreement and has properly executed a Participating Addendum.
1.36	Purchasing Entity Contract Administrator (PECA)	"Purchasing Entity Contract Administrator" ("PECA") means the Procurement Officer for the Purchasing Entity.
1.37	Reseller Cost	"Reseller Cost" means the invoice-verifiable price that the Reseller pays the Publisher or Distributor to purchase Software on behalf of the Participating Entity. Reseller Cost should not include any administrative or other mark-up costs. Unless a Publisher is not willing to sell directly to a Reseller and instead utilizes a Distributor, the Reseller Cost must equal the invoice paid by the Software Reseller to the Software Publisher.
1.38	Service Level Agreement	Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.
1.39	Software	"Software" means the computer program, including media and associated documentation.
1.40	Software as a Service (SaaS)	"Software as a Service" ("SaaS") means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

1.41	Software Licensing	"Software Licensing" means allowing an individual or group to use a piece of software.
1.42	Software Maintenance and Support	"Software Maintenance and Support" means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
1.43	Software Value-Added Reseller (SVAR)	"Software Value-Added Reseller" ("SVAR") means a company that resells software and offers value beyond order fulfillment.
1.44	Solicitation Amendment	"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.
1.45	State	With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
1.46	State Indemnitees	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.47	The State's e-Procurement System	"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations
1.48	Subcontractor	"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
1.49	Volume License Agreements (VLA)	"Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating State's total expected purchasing over a period of time is considered in establishing the discount level.
1.50	Work	"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.
1.51	Commissioning Services	"Commissioning Services" means is the process of assuring that all components software are designed, installed, tested, operated, and maintained according to the operational requirements of the Publisher or Purchasing Entity
1.52	Implementation Services	"Implementation Services" means all the post-sale processes involved for software to operate properly in its environment, including analyzing requirements, installation, configuration, customization, running, testing, systems integrations, user training, and delivery.
1.53	Maintenance Services	"Maintenance Services" means long-term and pay-as-you-go (incident-based) support to include remote troubleshooting and support provided via the telephone and online channels, as well as installation assistance and basic usability assistance. In some cases, maintenance services may include new product installation services, installation of product updates, migrations for major releases of software and other types of proactive or reactive on-site services.
1.54	Configuration Services	"Configuration Services" means support in determining the manner in which software components are arranged to make up the computer system.
1.55	Software Integration Services	"Software Integration Services" means the process of bringing together various types of software sub-systems so that they create a unified single system.
1.56	Participating Entity	"Participating Entity" means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. Uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) A Participating Entity's Participating Addendum ("PA") and any amendments to the PA.

(b) the Master Agreement ("MPA") Solicitation Documents, including the mutually agreed upon changes detailed in Attachment 5-B Conformance Statements of the Accepted Offer, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer (with the exception of Attachment 5-B Conformance Statements, which is integrated in Sub-Section (b) above).

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3	Independent Contractor	Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.4	Complete Integration	The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1	Term of Contract	The term of the Contract will commence on the date indicated on the Acceptance and continue for **five (5) years unless cancelled, terminated, or permissibly extended**.
3.2	Contract Extensions	State may at its discretion extend the initial Contract term in increments of one year and do so up to two times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of seven (7) years.
3.3	Notices and Correspondence	3.3.1 TO CONTRACTOR. Purchasing Entity shall: (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract. 3.3.2 TO PURCHASING ENTITY. Contractor shall : (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in The State's e-Procurement System Summary for State, or equivalent contact instructions as indicated by the Purchasing Entity; and (b) address any required notices to State to Procurement Officer, or the equivalent for a Purchasing Entity, identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address: Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

		Or the equivalent for each Purchasing Entity; and
		3.3.3 CHANGES. State, or Participating Entity, may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.
3.4	Signing of Contract Amendments	Contractor's counter-signature – or "approval" in The State's e-Procurement System, or equivalent eProcurement System of a Purchasing Entity, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either: 1. extension of the term of the Contract within the maximum aggregate term; 2. revision to Procurement Officer appointment or contact information; or 3. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract. In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, or Purchasing Entity's equivalent system, in the case of an Amendment – are required to give it effect.
3.5	Click Through Terms and Conditions	If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
3.6	Books and Records	3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute. 3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period. 3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
3.7	Contractor Licenses	Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
3.8	Inspection and Testing	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9	Ownership of Intellectual Property	3.9.1	RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State. (a) "Government Purpose Rights" are: i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party; ii. the right to release or disclose that work product to third parties for any State government purpose; and iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments. (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
		3.9.2	JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
		3.9.3	PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that: (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product; (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and (c) Except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
		3.9.4	DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.
3.10	Subcontracts	3.10.1	INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11	Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
3.12	Orders	3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order. 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time. 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type. 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it. 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13	NASPO ValuePoint Administrative fees and Reporting	The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal. In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports. a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. The SVAR Detailed Reporting Template is provided as a reference (see see Exhibit 4(Four)). Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool). B. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format. c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report. d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter. e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section. NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.
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3.14	NASPO ValuePoint Cooperative Program	a. The Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract

	Marketing, Training, and Performance Review	administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement. b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state. c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option. d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
3.15	Multiple-Use Provisions	Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways: 1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor. 2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement. 3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State. 4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones. When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.
3.16	Other Contractors	State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.17	Work on State Premises	3.16.1	COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
		3.16.2	PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1	Payments	4.1.1	PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
		4.1.2	PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
4.2	Applicable Taxes	4.2.1	CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
		4.2.2	TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1	Contract Amendments	The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement

Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation……	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

5. Technology Errors & Omissions Insurance – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or

2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – ***Required as applicable to the services provided*.**

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

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

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Reseller shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Reseller shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Reseller shall provide notice to the State of Arizona if they receive notice of a policy that has been or shall be suspended, canceled, materially changed for any reason, has expired, or shall be expiring. Such

notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Reseller from potential insurer insolvency.

VERIFICATION OF COVERAGE: Reseller shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Reseller has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements shall be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract shall be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Reseller shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Reseller that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action shall not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Reseller or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Reseller or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Reseller shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal 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 negligent or willful acts or omissions of Reseller or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Reseller to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Reseller from and against any and all claims. It is agreed that Reseller shall be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In

consideration of the award of this contract, the Reseller agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Reseller for the State of Arizona. This indemnification shall survive the termination of the above listed contract with the Reseller.

This indemnity shall not apply if the Reseller or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Reseller Indemnitor for performance under the Contract, Reseller shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Reseller of any claim for which Reseller may be liable under this paragraph;
2. Reseller, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Reseller is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

		6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.6	Third Party Antitrust Violations	Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1	Conformity to Requirements	Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.
7.2	Contractor Personnel	Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
7.3	Intellectual Property	Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
7.4	Licenses and Permits	Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
7.5	Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.
7.6	Performance in Public Health Emergency	Contractor warrants that it will: 1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and 2. Provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
7.7	Lobbying	7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. Upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8	Survival of Warranties	All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1	Claim Resolution	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1	Applicability	Article 11 applies to the extent the Work is or includes Materials.
11.2	Off-Contract Materials	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	Compensation for Late Deliveries	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them
11.4	Indicate Shipping Costs on Order	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is

		included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)
11.5	Current Products	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract
11.6	Maintain Comprehensive Selection	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	Additional Products	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products
11.8	Discounted Products	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.
11.9	Forced Substitutes	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	Recalls	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall
		11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place

11.11	Delivery	of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30 11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35. 11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately
11.12	Delivery Time	Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order
11.13	Delivery Locations	Contractor shall offer deliveries to every location served under the scope of the Contract, specifically 1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area; 2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona; 3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and 4. if the Contract is for unrestricted statewide use, then: i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona; b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and, c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
11.14	Conditions at Delivery Location	Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

		State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility.
11.15	Materials	State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.
11.16	Acceptance	
11.17	Correcting Defects	Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials 1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract. 2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions. 3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.
11.18	Returns	
11.19	Order Cancellations	State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall: 1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day 2. reimburse Contractor for: (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

(b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.20	Product Safety	Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant
11.21	Hazardous Materials	Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

12.0 General Provisions for Services

12.1	Applicability	Article 12 applies to the extent the Work is or includes Services.
12.2	Comprehensive Services Offering	Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
12.3	Additional Services	State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
12.4	Off-Contract Services	Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and

		for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
12.5	Removal of Personnel	Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instructs Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
12.6	Transitions	During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or an order in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
12.7	Accuracy of Work	Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
12.8	Requirements at Services Location	Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
12.9	Services Acceptance	State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
12.10	Corrective Action Required	Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable. 1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1	Applicability	Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
13.2	Data Protection and Confidentiality of Information	Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant: 1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and 2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.
13.3	Personally Identifiable Information.	Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph: 1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information", January 3, 2017*; and 2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/ NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222
13.4	Protected Health Information	Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in

enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing- ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) For Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one

million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

(c) Provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) Operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) if requested by the Purchasing Entity and available from the Publisher, include a statement from the Publisher that the Publisher has mitigated the risk of software vulnerabilities by adopting a Secure Software Development Framework (SSDF) that complies with all applicable software producer practices in the NIST Cybersecurity White Paper of April 23, 2020, Mitigating the Risk of Software Vulnerabilities by Adopting a Secure Software Development Framework (SSDF).

(c) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(d) at no expense to the Purchasing Entity it will provide a new or clean install of any COTS software that the Purchasing Entity has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9	Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.
14.10	Section 508 Compliance	Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
14.11	Prohibited Software	**Prohibited Software** • S-VAR shall not sell 1) software prohibited under Section 889 of the National Defense Authorization Act of 2019; or 2) software found to contain malware as determined by the Lead State. • For any software not sold due to a (above), the S-VAR shall identify reasonable substitute software that will be sold. This may include a comparison for lead state to understand the comparable capabilities.

15.0 Information Security

15.1 Information Security	SaaS Products Requirements. For Software as a Service Products sold by the S-VAR, the following information shall be made available to the Purchasing Entity upon request: SECURITY OF INFORMATION • Describe the measures the Publisher takes to protect data. Include a description of the method by which the Publisher will hold, protect, and dispose of data following completion of any contract services. • Describe how the SaaS product will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement. PRIVACY AND SECURITY • List all government or standards organization security certifications the Publisher currently holds that apply specifically to the SaaS product

offered as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 199 and 200 if they apply, and FedRAMP High, Mod, Low.

- Describe security practices for the SaaS product in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

- Describe data confidentiality standards and practices that are in place for the SaaS product to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

- Provide a list of current third-party attestations, reports, security credentials (e.g. AZRAMP, Cloud Security Alliance, FedRAMP), and certifications relating to data security, integrity, and other controls for the SaaS product offered.

- Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Publisher's employees who have access to sensitive data stored on or transited through the SaaS product offered.

- Describe the security measures and standards which the SaaS product has in place to secure the confidentiality of data at rest and in transit.

- Describe policies and procedures regarding notification to both the Purchasing Entity and third parties whose PPI has been breached, and the mitigation of such a breach.

SaaS Products Terms and Conditions

- Unless otherwise agreed to by the Purchasing Entity, Software-as-a-Service Products offered by the S-VAR shall comply with the terms and conditions in Part 2-C: Special Terms and Conditions Section 16 Software as a Service Terms and Conditions.

SaaS Products. Cloud Security Alliance Security Trust Assurance and Risk (STAR) Registry

- Unless otherwise agreed to by the Purchasing Entity, SaaS products offered by the SVAR shall be listed on the Cloud Security Alliance STAR Registry for each Solution offered.

15.2 Information Security. Compliance with NIST 800-53, FIPS 199 and 200	All SaaS Products and COTS software and software related services shall be compatible and support each Purchasing Entity's implementation of NIST Cyber Security Framework SP 800-53, FIPS 199 and 200 as applicable unless otherwise provided by the Purchasing Entity in the Participating Addendum.

16.0 Software as a Service Terms and Conditions

(a) The Reseller shall honor Purchasing Entities' existing SaaS Terms and Conditions with Publishers.

(b) For all SaaS software provided by the S-VAR in Category 1, the S-VAR shall provide a guide document that identifies the difference between the publishers terms and conditions and the terms and conditions in Section 16.0 if requested by the Purchasing Entity.

(c) For SaaS software provided by the S-VAR in Categories 2 or 3, the terms and conditions in Section 16.0 shall apply to all SaaS software, unless an exception or an addition is approved by the Lead State.

(d) Any exception and/or addition regarding the SaaS Terms and Conditions must follow the instructions provided in Part 3 of the Solicitation, Section 3-A Instructions to Offerors, 3.5 Exceptions to Solicitation Documents, and contain the following:

i. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;

ii. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;

iii. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

16.1	Data Ownership	The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The SaaS provider shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request. SaaS provider shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.
16.2	Data Protection	Protection of personal privacy and data shall be an integral part of the business activities of the SaaS provider to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the SaaS provider shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

		a. The SaaS provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the SaaS provider applies to its own Personal Data and Non-Public Data of similar kind. b. All data obtained by the SaaS provider in the performance of the SaaS product shall become and remain the property of the Purchasing Entity. c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the SaaS provider is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA) or otherwise made a part of Participating Addendum executed by the Purchasing Entity. d. Unless otherwise stipulated, the SaaS provider shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the SaaS provider. The level of protection and encryption for all Non-Public Data shall be identified in the SLA. e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the SaaS provider or any party related to the SaaS provider for subsequent use in any transaction that does not include the Purchasing Entity. f. The SaaS provider shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
16.3	Data Location	The SaaS provider shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The SaaS provider shall not allow its personnel or SaaS providers to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The SaaS provider shall permit its personnel and SaaS providers to access Purchasing Entity data remotely only as required to provide technical support. The SaaS provider may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
16.4	Security Incient or Data Breach Notification	a. Incident Response: SaaS provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as- needed basis, as part of SaaS provider's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement. b. Security Incident Reporting Requirements: The SaaS provider shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the SaaS provider has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the SaaS provider shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

16.5	Personal Data Breach Responsibilities	This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the SaaS provider. a. The SaaS provider, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident. b. The SaaS provider, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The SaaS provider shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. c. Unless otherwise stipulated, if a data breach is a direct result of SaaS provider's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the SaaS provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $242 per record/person) in the 2019 Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by SaaS provider based on root cause.
16.6	Notification of Legal Requests:	The SaaS provider shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The SaaS provider shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

16.7	Termination and Suspension of Service:	a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the SaaS provider shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data. b. During any period of service suspension, the SaaS provider shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data. c. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. d. Upon termination of the Services or the Agreement in its entirety, SaaS provider shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.
16.8	Background Checks	Upon the request of the Purchasing Entity, the SaaS provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The SaaS provider shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the SaaS provider's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.
16.9	Access to Security Logs and Reports	The SaaS provider shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the SaaS provider and the Purchasing Entity.
16.10	Data Center Audit	The SaaS provider shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The SaaS provider may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
16.11	Change Control and Advance Notice:	The SaaS provider shall give a minimum forty-eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

		SaaS provider will make updates and upgrades available to Purchasing Entity at no additional costs when SaaS provider makes such updates and upgrades generally available to its users. No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity. SaaS provider will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.
16.12	Security	As requested by a Purchasing Entity, the SaaS provider shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the SaaS provider. For example: virus checking and port sniffing — the Purchasing Entity and the SaaS provider shall understand each other's roles and responsibilities.
16.13	Non-disclosure and Separation of Duties:	The SaaS provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.
16.14	Responsibilities and Uptime Guarantee:	The SaaS provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the SaaS provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
16.15	Compliance with Accessibility Standards:	The SaaS provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.
16.16	Web Services	The SaaS provider shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
16.17	Encryption of Data at Rest:	The SaaS provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a SaaS provider portable device in order to accomplish work as defined in the statement of work.
16.18	Subscription Terms	SaaS provider grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use SaaS provider's documentation.

The following Exhibit applies to the Special Terms and Conditions:

SECTION 2-C_EXHIBIT 4 - SVAR DETAILED REPORTING TEMPLATE

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services include Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised

Statutes (A.R.S.) Title 41, Chapter 23, and it's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise

stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Lead State Procurement Officer. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent from NASPO ValuePoint. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall not be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time

equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated

by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress,

work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

Intent to Participate Report

2020 Software VAR

State	Self-reported Estimated Volume*	Approximate FY2020 Spend**
ALABAMA		
ALASKA	$19,000,000	$18,950,000
ARIZONA	$109,231,280	$109,230,000
ARKANSAS		
CALIFORNIA	Not reported	$30,310,000
COLORADO	$65,000,000	$88,890,000
CONNECTICUT	$18,440,703	$7,660,000
DELAWARE		
DISTRICT OF COLUMBIA		
FLORIDA	$35,080,336	$36,560,000
GEORGIA		
HAWAII	$27,858,471	$28,560,000
IDAHO		
ILLINOIS	Not reported	$1,120,000
INDIANA		
IOWA		
KANSAS		
KENTUCKY		
LOUISIANA	$28,360,022	$28,390,000
MAINE	$1,704,042	$7,300,000
MARYLAND	$20,000,000	$340,000
MASSACHUSETTS		
MICHIGAN		
MINNESOTA	$44,200,000	$44,190,000
MISSISSIPPI	$4,844,574	$5,340,000
MISSOURI		
MONTANA	$8,100,000	$8,110,000
NEBRASKA	Not reported	$11,040,000
NEVADA		
NEW HAMPSHIRE		
NEW JERSEY		
NEW MEXICO	$63,735,750	$19,550,000
NEW YORK		
NORTH CAROLINA		
NORTH DAKOTA	$503,906	$1,000,000
OHIO		
OKLAHOMA	$14,118,300	$17,700,000
OREGON	$37,000,000	$44,040,000
PENNSYLVANIA		
RHODE ISLAND		
SOUTH CAROLINA		
SOUTH DAKOTA	$1,500,000	$480,000
TENNESSEE	$19,844,909	$24,300,000
TEXAS		
UTAH	$23,238,814	$24,410,000
VERMONT	$13,605,000	$0
VIRGINIA		
WASHINGTON	$96,983,643	$96,380,000
WEST VIRGINIA		
WISCONSIN		
WYOMING	$14,000,000	$3,580,000
AMERICAN SAMOA		
NORTHERN MARIANA ISLANDS		
GUAM		
PUERTO RICO		
VIRGIN ISLANDS		
TOTALS	**$666,349,749.18**	**$657,430,000.00**

*These figures represent a state's self-reported annual estimated volume of spend for this commodity, including potential political subdivision usage if available. **This information is being shared as an informational courtesy only and should not be relied on or interpreted as a guarantee of any amount of future spend.**

These figures are rounded approximations of reported sales from July 2019 through June 2020. **This information is being shared as an informational courtesy only and should not be relied on or interpreted as a guarantee of any amount of future spend.

EXHIBIT 2 – SAMPLE OF PARTICIPATING STATES' TERMS AND CONDITIONS

CALIFORNIA

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The state of California reserves the right to add additional terms and/or use the latest versions of the terms below for individual Participating Addenda.

A. Terms

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement- Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement- Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page- Content/Procurement-Division-Resources-List-Folder/Model-Contract- Language).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to: State

of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing 707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

HAWAII

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122- 112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but

waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed

to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by

adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by

cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment

hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous

substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ILLINOIS

STATE OF ILLINOIS

NASPO
ValuePoint
Software VAR
Specific Terms
and Conditions

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1. Participating Addendum executed by the State of Illinois will be designated as available to governmental units in Illinois. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any Participating Addendum, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any Participating Addendum executed by the State of Illinois is contingent upon and

subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any Participating Addendum. The State of Illinois does not waive sovereign immunity.

6. Illinois may further evaluate the lead state's awarded contracts to make best value determinations.

7. Registration in the Illinois Procurement Gateway is required before a Participating Addendum with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.

8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy Vendor Registration Manual.

MONTANA

Federal Terms and Conditions
(Non-Construction)

1. NONDISCRIMINATION

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2.LOBBYING

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Page Break

3. DRUGFREE WORK PLACE

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

4. ENVIRONMENTAL PROTECTION

a. The Contractor agrees that its performance under this contract shall comply with:

1. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
2. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
3. The Resources Conservation and Recovery Act (RCRA);
4. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
5. The National Environmental Policy Act (NEPA);

6. The Solid Waste Disposal Act (SWDA);

7. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;

8. To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

1. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

3. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

4. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

5. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

6. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

5.USE OF UNITED STATES FLAG VESSELS

a. The Contactor agrees that travel under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contactor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

6.DEBARMENT AND SUSPENSION

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

7. BUY AMERICAN ACT

The Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8.UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

9. COPELAND "ANTI-KICKBACK" ACT

The Contractor agrees that it will comply with the Copeland "AntiKickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "AntiKickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10.CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.(40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Any Contract or subcontract in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

STANDARD TERMS AND CONDITIONS - RFP

ACCEPTANCE OF CONTRACT

a. By submitting a response to this RFP, offeror accepts the contract included in Prerequisites. Much of the language included in the contract reflects the requirements of Montana law.

b. Offerors requesting additions or exceptions to the contract terms, shall submit them to the Q & A board by the date and time specified for questions submission. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the contract language with the highest scoring offeror during contract negotiation.

c. The State shall identify any revisions to the contract language either in the Q & A Board or in an addendum to this RFP. The addendum will apply to all offerors submitting a response to this RFP. The State will determine any changes to the contract.

ACCEPTANCE/REJECTION OF PROPOSALS

The State reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State.

ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and Administrative Rules Montana (ARM) 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The State shall use only the evaluation criteria outlined in this RFP.

CLASSIFICATION AND EVALUATION OF PROPOSALS:

a. Initial Classification of Proposals as Responsive or Nonresponsive. The State shall initially classify all proposals as either "responsive" or "non-responsive" (ARM 2.5.602). The State may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The State may find any proposal to be nonresponsive at any time during the procurement process. If the State deems a proposal nonresponsive, it will not be considered further.

b. Determination of Responsibility. The procurement officer shall determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined non-responsible at any time during the procurement process if information surfaces that supports a non-responsible determination. If an offeror is found non-responsible, the procurement officer will notify the offeror by mail. The determination will be included within the procurement file.

c. Evaluation of Proposals. An evaluator/evaluation committee shall evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring offeror. After receipt of proposals and prior to the recommendation of award, the procurement officer may initiate discussions with one or more offerors should clarification be necessary. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

d. Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

e. Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. The State reserves the right to request a best and final offer based on price/cost alone. Please note that the State rarely requests a best and final offer on cost alone.

f. Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee shall provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer shall review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

g. Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer shall request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer shall notify all other offerors of the State's selection.

h. Contract Execution. Upon receipt of all required materials, a contract incorporating the highest scoring offeror's proposal will be provided to the highest scoring offeror for signature. The highest scoring offeror shall accept and agree to all material requirements contained in contract included with this RFP. If the highest scoring offeror does not accept all material

requirements, the State may move to the next highest scoring offeror or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

CONTRACT PERIOD

The contract period is stated in the contract included with this RFP. The parties may mutually agree to a renewal of this contract in any interval that is advantageous to the State. Renewal is solely the State's option.

DEBARMENT

Contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or Agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

FAILURE TO COMPLY WITH INSTRUCTIONS

Offerors failing to comply with the instructions for Submitting a Proposal may be subject to point deductions. Further, the State may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

FAILURE TO HONOR PROPOSAL

If an offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

OFFER IN EFFECT FOR 120 CALENDAR DAYS

Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP closing date or receipt of best and final offer, if required.

OFFEROR COMPETITION

The State encourages free and open competition to obtain quality, cost-effective services and supplies. The State designs specifications, proposal requests, and conditions to accomplish this objective.

OFFEROR'S REPRESENTATIONS – SIGNATORY AUTHORITY, AND NO COLLUSION

Offeror represents that the person submitting the response to this RFP is authorized to legally bind the offeror to the proposal. The offeror may not withdraw the proposal for lack of authority. Offeror shall provide proof of authority of the person signing the RFP to bind the offeror upon State's request. The offeror further represents that the proposal has been made without collusion.

OWNERSHIP OF TIMELY SUBMITTED MATERIALS

The State owns all materials submitted in response to this RFP.

PERSONAL PROPERTY TAX

All personal property taxes will be paid by the vendor.

QUESTION-AND-ANSWER BOARD

Offerors having questions or requiring clarification or interpretation of any section within this RFP must submit their questions to the Q & A board by the date specified for questions submission. Offerors shall submit questions on the Q & A Board. Questions received after the deadline may not be considered.

RECEIPT OF PROPOSALS AND PUBLIC INSPECTION:

a. Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See 18-4-304, MCA.

b. Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP, the procurement officer will review the proposals for information that meets the exceptions referenced above, providing the following conditions have been met:

c. Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal. The proposal does not contain confidential material in the cost or price section.

d. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the State's website or by calling (406) 444-2575.

e. Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, go to the State Procurement website.

RESULTING CONTRACT

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

REVIEW RFP

Offerors shall carefully review the entire RFP terms and conditions. Offerors shall promptly notify the procurement officer of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for questions set forth in the RFP. The State will determine any changes to the RFP.

STATE NOT RESPONSIBLE FOR PREPARATION COSTS

Offeror is solely responsible for all costs it incurs prior to contract execution.

STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the offeror's ability to provide the supplies and/or perform the services specified. The State reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the State's determination that the offeror is properly qualified to perform the obligations of the contract. This includes the State's ability to reject the proposal based on negative references.

STATE'S RIGHTS RESERVED

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);

- Not award a contract, if it is in the State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, offeror acknowledges it understands and shall comply with the RFP specifications and requirements.

LIMITATION OF LIABILITY

Contractor's liability for Contract damages is limited to direct damages and further to no more than twice the Contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount or type of damages.

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

INTELLECTUAL PROPERTY/OWNERSHIP

Mutual Use. Contractor shall make available to State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

Title and Ownership Rights. State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all

Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.
Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 22.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

PATENT AND COPYRIGHT PROTECTION
Third-Party Claim. If a third party makes a claim against State that the products furnished under this Contract infringe upon or violate any patent or copyright, State shall promptly notify Contractor. Contractor shall defend such claim in State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by State shall be prevented by injunction, State will determine whether the Contract has been breached.

CONTRACT OVERSIGHT
CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.
Right to Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor’s failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.
Stop Work Order. State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its

terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this Contract shall be amended in writing accordingly.

System Security. Contractor shall ensure systems delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Physical Access. Contractor represents and warrants that it has established and during the Term it will at all times enforce:

(a) Physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers;

(b) Appropriate facility entry controls limiting physical access to systems that store or process data;

(c) Processes to ensure access to facilities is monitored and is restricted on a “need to know” basis;

(d) Controls to physically secure all Confidential Information and to properly destroy such information when it is no longer needed.

Prohibited Activities and Spoofing. Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the State’s network or interfere or attempt to interfere with the State’s systems, networks, authentication measures, servers or equipment, or with the use of or access to the State’s network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the State’s network or other systems; and (iii) attempting to portray itself as the State or an affiliate of the State or otherwise attempting to gain access, without authorization, via the State’s network or systems to any account or information technology resource not belonging to Licensor or its officers, employees, agents, subcontractors, and affiliated users (“Spoofing”). Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the mt.gov domain or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using the State’s domain.

CONTRACT TERMINATION

Noncompliance with Department of Administration Requirements. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, State will

pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this Contract must be mutually agreed to by the parties.

NEW MEXICO

1. **Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. **Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on DATE. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

3. **Termination:**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee

while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7.

Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

13. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

14. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

15. **Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. **Non-Collusion:**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. **Notices:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

XXXXXXXXXXXXXXXXXXXXX

18. **Succession:**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

22. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c)

declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://bewellnm.com.

23. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

26. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

27. **Inspection of Plant:**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

28. **Commercial Warranty:**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the

State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

29. **Condition of Proposed Items:**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

30. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

31. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

32. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

33. **Incorporation by Reference and Precedence:**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses

to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

36. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

   b. Property damage or combined single limit coverage: $1,000,000.

   c. Automobile liability (including non-owned automobile coverage): $1,000,000.

   d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

37. **Arbitration:**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

38. **New Mexico Administration Reporting and Fees:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales"** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows:

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter,

do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division."* This contract number **##-00000-##-#####** must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

UTAH

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at https://dts.utah.gov/policies. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.

b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.

c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.

d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.

e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).

f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.

g. “Contractor” means the individual or entity identified on the Contract Signature Page(s). “Contractor” includes Contractor’s agents, officers, employees, partners, contractors, and Subcontractors at any level.

h. “Custom Deliverables” means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

i. “Data Breach” means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.

j. “Division” means the State of Utah Division of Purchasing.

k. “DTS” means the Utah Department of Technology Services.

l. “Eligible User(s)” means the State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

m. “Federal Criminal Background Check” means a fingerprint-based, nationwide background check conducted and processed by the FBI.

n. “Good” means any deliverable not classified as a Custom Deliverable or Service.

o. “Intellectual Property Rights” means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

p. “Non-Public Data” means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person’s name; government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information; or Protected Health Information.

q. “Protected Health Information” (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

r. “Response” means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.

s. “Security Incident” means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.

t. “Services” means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

u. “Solicitation” means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

v. “State Data” means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.

w. “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

x. “Subcontractors” includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court

of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.

c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.

e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.

f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.

g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.

i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.

j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

   The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.

l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.

m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.

n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

    1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

    2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

    3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

    4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.

6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.

7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the

conviction occurred. (DTS Policy 2000-0014 Background Investigations)

8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

10. **INDEMNITY AND LIABILITY**

    a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

    b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

    c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

    Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

11. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR**. ALL WARRANTIES GRANTED TO THE DIVISION AND ELIGIBLE USERS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE DIVISION HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DIVISION ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.

12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH

SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

14. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.

16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.

17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.

18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

19. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

    If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
    a. **Network Security**: Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:

1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or
3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.

b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

c. **State Data Transmission**: Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

d. **State Data Storage**: All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.

e. **Access**: Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

f. **State Data Encryption**: Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.

g. **Password Protection**: Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.

h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.

i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.

j. **State Data Destruction**: Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.

k. **Services Shall Be Performed Within United States**: ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.

l. **User Support**: Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

a. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

b. **Security Incident Reporting Requirements**: Contractor shall promptly report a Security Incident to the Eligible User.

c. **Breach Reporting Requirements**: As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

22. **DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification(*DTS Policy 5000-0002 Enterprise Information Security Policy)*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

    a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

    b. **DTS policy 4000-0002, Enterprise Password Standards Policy**: A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.

    c. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.

    d. **DTS Policy 4000-0004, Change Management Policy**: Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. **CONFIDENTIALITY:** This section does not apply to records where disclosure is regulated under Federal or State laws.

    GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

    Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

    This duty of confidentiality shall be ongoing and survive the Contract Period.

25. **Reserved**

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

a. Contractor has received payment for the Custom Deliverables,

b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.

c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

28. **LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract

29. **OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.

30. **OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.

31. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The costs for returning documents and data to the Eligible User are included in this Contract.

33. **ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. **PAYMENT AND NOTICE:**

a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.

c. Any written protest of the final contract payment must filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

b. Any other insurance policies described or referenced in the Solicitation for this Contract.

c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given ten (10) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

40. **SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. **CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. **SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. **RELEVANT STATE AND FEDERAL LAWS**

    a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

    b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).

    c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

    d. **Employment Practices:** Contractor shall abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

b. **Monitor Performance**: The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

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

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

(Revision Date: 23 April 2020)

VERMONT

STATE OF VERMONT
STANDARD RIDER
TO SOFTWARE LICENSES AND END USER LICENSE AGREEMENTS

1. MODIFICATIONS TO PROVIDER DOCUMENTS. The State and the Software Publisher/Services Provider ("Provider") specifically agree that, for purposes of execution of the Provider Documents and this Rider (collectively, "Agreement"), and notwithstanding any language to the contrary in Provider Documents, the Provider Documents are hereby modified and superseded as follows:

(**a**) Any requirement that the State defend or indemnify any party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of any party, is hereby deleted.

(**b**) Any requirement that the State agree to binding arbitration or otherwise waive the State's right to a jury trial is hereby deleted.

(**c**) Provider Documents shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or Provider in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

(**d**) Nothing in the Provider Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution.

(**e**) Any provision which limits the time within which an action may be brought is hereby deleted.

(**f**) Any obligations of the State to maintain the confidentiality of information shall be subject to the laws of the State of Vermont.

(**g**) State purchases must be invoiced tax free. An exemption certificate will be furnished upon request covering otherwise taxable items.

(**h**) To the extent Provider Documents permit access to State systems for the purpose of verifying State compliance with the terms of the Provider Documents, then, in lieu of any such right, the following shall apply: upon request and not more frequently than annually, the State agrees to provide Provider with a certified report concerning the State's use of any software licensed for State use pursuant this Agreement. Provider agrees that any non-compliance indicated by the report shall not constitute infringement of Provider's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance. This clause shall not be interpreted to provide an independent right to access State systems where there is no such right expressed in Provider Documents.

(**i**) Any time software is delivered to the State, whether delivered via electronic media or the internet, to Provider's best knowledge following due inquiry, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.

(**j**) Limitations or exclusions of liability shall not apply to State claims arising out of (i) Provider's confidentiality obligations (ii) Provider's obligations to defend and indemnify the State; (iii) personal injury or damage to real or tangible personal property; or (iv) gross negligence, fraud or intentional misconduct. Limits of liability for State claims shall not be construed to limit Provider's liability to any third party for any claims a third party may have directly against Provider which may arise out of Provider's acts or omissions in the performance of this Agreement.

(**k**) To the extent Provider is a "data collector" for purposes of 9 V.S.A. §2430, it shall comply with all applicable requirements of 9 V.S.A. §2435.

(**l**) Records Available for Audit: Provider shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by Provider in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(**m**) Fair Employment Practices and Americans with Disabilities Act: Provider agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Provider shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Provider under this Agreement. Provider further agrees to include this provision in all subcontracts for services performed pursuant to this Agreement in the State of Vermont.

(**n**) The State may set off any sums which Provider owes the State against any sums due Provider under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

(**o**) Taxes Due to the State: Provider certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, Provider is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

(**p**) No Gifts or Gratuities: Provider shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

(**q**) Certification Regarding Debarment: Provider certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Provider nor Provider's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Provider further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Provider is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

(**r**) Any provision regarding automatic renewal shall be waived and shall have no force and effect.

(**s**) The State retains full right and title to data provided by State and any data derived therefrom, including metadata (collectively, the "State Data"). Provider shall not collect, access, or use user-specific State Data except as strictly necessary to provide licensed service to State. No information regarding State's use of the licensed service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of this Agreement in perpetuity. Provider shall not use any information collected in connection with this Agreement, including the State Data, for any purpose other than fulfilling its obligations under this Agreement. At no time may any State Data or processes which either belong to State, or are intended for State's exclusive use, be copied, disclosed, or retained by Provider for subsequent use in any transaction that does not include State.

For purposes of this Standard State Rider:

"State" shall mean the State of Vermont, acting through one or more of its agencies, departments, boards, commissions or other entities empowered to enter into contracts on behalf of the State.

"Provider Documents" shall mean one or more document, agreement or other instrument required by Provider in connection with the performance of the products and services being procured by the State, regardless of format, including the license agreement, end user license agreement or similar document to which this Rider is attached, any hyperlinks to documents contained in the Provider Documents and any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

2. **ORDER OF PRECEDENCE.** Notwithstanding any other provision or other unilateral license terms which may be issued by Provider after the dated date of this Rider, and irrespective of whether any such provisions have been proposed prior to or

after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Provider Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder. This Rider shall in all cases take precedence over the Provider Documents and any ambiguity, conflict or inconsistency in the Provider Documents shall be resolved in accordance with this order of precedence.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS:

SIGNATURE

PRINT NAME

TITLE

COMPANY NAME

DATE

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State

withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.
Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.
General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:
Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.
Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.
9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.
In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the

identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).
Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT
STANDARD RIDER

TO SOFTWARE LICENSES AND END USER LICENSE AGREEMENTS

3. MODIFICATIONS TO PROVIDER DOCUMENTS. The State and the Software Publisher/Services Provider ("Provider") specifically agree that, for purposes of execution of the Provider Documents and this Rider (collectively, "Agreement"), and notwithstanding any language to the contrary in Provider Documents, the Provider Documents are hereby modified and superseded as follows:

(**a**) Any requirement that the State defend or indemnify any party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of any party, is hereby deleted.

(**b**) Any requirement that the State agree to binding arbitration or otherwise waive the State's right to a jury trial is hereby deleted.

(**c**) Provider Documents shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or Provider in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

(**d**) Nothing in the Provider Documents shall constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution.

(**e**) Any provision which limits the time within which an action may be brought is hereby deleted.

(**f**) Any obligations of the State to maintain the confidentiality of information shall be subject to the laws of the State of Vermont.

(**g**) State purchases must be invoiced tax free. An exemption certificate will be furnished upon request covering otherwise taxable items.

(**h**) To the extent Provider Documents permit access to State systems for the purpose of verifying State compliance with the terms of the Provider Documents, then, in lieu of any such right, the following shall apply: upon request and not more frequently than annually, the State agrees to provide Provider with a certified report concerning the State's use of any software licensed for State use pursuant this Agreement. Provider agrees that any non-compliance indicated by the report shall not constitute infringement of Provider's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance. This clause shall not be interpreted to provide an independent right to access State systems where there is no such right expressed in Provider Documents.

(**i**) Any time software is delivered to the State, whether delivered via electronic media or the internet, to Provider's best knowledge following due inquiry, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.

(**j**) Limitations or exclusions of liability shall not apply to State claims arising out of (i) Provider's confidentiality obligations (ii) Provider's obligations to defend and indemnify the State; (iii) personal injury or damage to real or tangible personal property; or (iv) gross negligence, fraud or intentional misconduct. Limits of liability for State claims shall not be construed to limit Provider's liability to any third party for any claims a third party may have directly against Provider which may arise out of Provider's acts or omissions in the performance of this Agreement.

(**k**) To the extent Provider is a "data collector" for purposes of 9 V.S.A. §2430, it shall comply with all applicable requirements of 9 V.S.A. §2435.

(**l**) Records Available for Audit: Provider shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by Provider in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(**m**) Fair Employment Practices and Americans with Disabilities Act: Provider agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Provider shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Provider under this Agreement. Provider further agrees to include this provision in all subcontracts for services performed pursuant to this Agreement in the State of Vermont.

(**n**) The State may set off any sums which Provider owes the State against any sums due Provider under this Agreement;

provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

(**o**) Taxes Due to the State: Provider certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, Provider is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

(**p**) No Gifts or Gratuities: Provider shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

(**q**) Certification Regarding Debarment: Provider certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Provider nor Provider's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Provider further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Provider is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

(**r**) Any provision regarding automatic renewal shall be waived and shall have no force and effect.

(**s**) The State retains full right and title to data provided by State and any data derived therefrom, including metadata (collectively, the "State Data"). Provider shall not collect, access, or use user-specific State Data except as strictly necessary to provide licensed service to State. No information regarding State's use of the licensed service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of this Agreement in perpetuity. Provider shall not use any information collected in connection with this Agreement, including the State Data, for any purpose other than fulfilling its obligations under this Agreement. At no time may any State Data or processes which either belong to State, or are intended for State's exclusive use, be copied, disclosed, or retained by Provider for subsequent use in any transaction that does not include State.

For purposes of this Standard State Rider:

"State" shall mean the State of Vermont, acting through one or more of its agencies, departments, boards, commissions or other entities empowered to enter into contracts on behalf of the State.

"Provider Documents" shall mean one or more document, agreement or other instrument required by Provider in connection with the performance of the products and services being procured by the State, regardless of format, including the license agreement, end user license agreement or similar document to which this Rider is attached, any hyperlinks to documents contained in the Provider Documents and any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

4. **ORDER OF PRECEDENCE.** Notwithstanding any other provision or other unilateral license terms which may be issued by Provider after the dated date of this Rider, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Provider Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder. This Rider shall in all cases take precedence over the Provider Documents and any ambiguity, conflict or inconsistency in the Provider Documents shall be resolved in accordance with this order of precedence.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS:

SIGNATURE

PRINT NAME

TITLE

COMPANY NAME

DATE

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT (VT ADS/AHS)

Revised MAY 23, 2019

SOV Contractor or Vendor (*Contractor Business Associate*):

SOV Contract Number: **Date of Contract:**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Digital Services as a Business Associate ("ADS") of the State of Vermont Agency of Human Services ("Covered Entity") (together "the State") and the party identified in this Agreement above as Contractor or Vendor ("Contractor Business Associate"). This Agreement supplements and is made a part of the contract identified above ("Contract").

ADS and Contractor Business Associate enter into this Agreement to comply with the Business Associate Agreement between Covered Entity and ADS, and with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*ADS Vendor Manager*" means that person designated in the Contract as the *ADS Vendor Manager*, or such person who is subsequently designated in writing by ADS to the *Contractor Business Associate*. The *ADS Vendor Manager* is not authorized to enter into Contract amendments on behalf of ADS or the State."

"*Agent*" means an *Individual* acting within the scope of the agency of the *Contractor Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*Breach*" means the acquisition, Access, Use or Disclosure of *Protected Health Information* (*PHI*) which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103.

"*Contractor Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Vendor and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"*Individual*" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"*Protected Health Information*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Contractor Business Associate* from or on behalf of ADS or Covered Entity.

"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

"*Report*" means submissions required by this Agreement as provided in section 2.3.

"*Security Incident*" means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

"*Services*" includes all work performed by the *Contractor Business Associate* for or on behalf of the State that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

"*Subcontractor*" means a Person to whom *Contractor Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the Workforce of such *Contractor Business Associate*.

"*Successful Security Incident*" shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

"*Unsuccessful Security Incident*" shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information

or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Contractor Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Contractor Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Contractor Business Associate's* Information System.

"*Targeted Unsuccessful Security Incident*" means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Contractor Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the *ADS Vendor Manager* the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Contractor Business Associate*. This information must be updated by *Contractor Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/

2.3 *Contractor Business Associate* shall submit all *Reports* required by this Agreement to the following email address:

AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Contractor Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Contractor Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Contractor Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Contractor Business Associate* may make *PHI* available to its Workforce*, Agent and Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Contractor Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Contractor Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Contractor Business Associate* may Use *PHI* if necessary for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities. *Contractor Business Associate* may Disclose *PHI* for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Contractor Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Contractor Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Contractor Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from the State all the safeguards that it uses to protect such Electronic PHI;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to the State upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents. Contractor Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Contractor Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. <u>Reporting and Documenting Breaches</u>.

6.1 *Contractor Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Contractor Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Contractor Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Contractor Business Associate shall provide* information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Contractor Business Associate*

shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Contractor Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Contractor Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. Mitigation and Corrective Action. *Contractor Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Contractor Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Contractor Business Associate* shall make its mitigation and corrective action plans available to the State upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Contractor Business Associate* was responsible, and if requested by Covered Entity, *Contractor Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Contractor Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Contractor Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than 60 calendar days after *Contractor Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*, 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*, 4) a brief description of what the *Contractor Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*, and 5) contact

procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Contractor Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Contractor Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Contractor Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Contractor Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Contractor Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Contractor Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to the State upon request. *Contractor Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of the State.

10. Access to PHI. *Contractor Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Contractor Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Contractor Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Contractor Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Contractor Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Contractor Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Contractor Business Associate* shall provide such information in the time

and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any accounting request that *Contractor Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Contractor Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services ("HHS") in the time and manner designated by the Secretary. *Contractor Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Contractor Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by the State or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Contractor Business Associate* fails to comply with any material term of this Agreement, the State may provide an opportunity for *Contractor Business Associate* to cure. If *Contractor Business Associate* does not cure within the time specified by the State or if the State believes that cure is not reasonably possible, the State may immediately terminate the Contract without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. The State has the right to seek to cure such failure by *Contractor Business Associate*. Regardless of whether the State cures, it retains any right or remedy available at law, in equity, or under the Contract and *Contractor Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Contractor Business Associate* in connection with the expiration or termination of the Contract shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Contractor Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Contractor Business Associate* shall not retain any copies of *PHI*. *Contractor Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Contractor Business Associate* does not continue to maintain any *PHI*. *Contractor Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Contractor Business Associate* shall report to Covered Entity any conditions that *Contractor Business Associate* believes make the return or destruction of *PHI* infeasible. *Contractor Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Contractor Business Associate* maintains such *PHI*.

16. Penalties. *Contractor Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Contractor Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by the State, *Contractor Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Contractor Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Contractor Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Contractor Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Contractor Business Associate* may not be a "*Contractor Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Contractor Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Contractor Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Contractor Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Contractor Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

For ADS:

Signature: _____

Name: _____

Title: _____

Date: _____

For Contractor Business Associate:

Signature: _____

Name: _____

Title: _____

Date: _____

(End of Attachment E)

WASHINGTON

1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

2. **WASHINGTON'S STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

   a. REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

   b. DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

c. DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

b. The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

c. Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: _____
- The NASPO Master Agreement No.: _____
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

d. Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

e. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

f. For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

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

a. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through

a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

b. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

c. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

EXHIBIT 3 – SOFTWARE VAR HISTORICAL AGGREGATE SPEND

Year	Spend (Millions)
2019	$729.31
2018	$646.48
2017	$428.28

NASPO ValuePoint requires lir

Quarterly detailed sales repor
spendreports@naspovaluepo

Q1

Quarter End:
Report Due: A

Q2

Quarter End:
Report Due: J

Q3

Quarter End:
Report Due: C

Q4

Quarter End:
Report Due: J

Reports should be submitted i
required are described below

Please contact Jonathan Hollir
sales reporting

**Field not required if submitte*

Field
Portfolio*
Year*
Quarter*
Vendor_Name*
Vendor_Contract_Number
State
Customer_Type
Customer_Number
Bill_to_Name
Bill_to_Address
Bill_to_City
Bill_to_Zipcode
Customer PO Number
Invoice_Number
Invoice_Date
Band
Product_Publisher

Product_Category
Product_Number
Product_Description
UNSPSC_Code
Unit_Price
Quantity
Total_Price

Quarterly Detailed Sales Report Submission

ıe item sales reports on a quarterly basis for all sales completed under NASPO Value Point contracts.

ts are required to be submitted via the online portal at https://reporting.naspovaluepoint.org, via email int.org, or via another approved automatic submission method based on the following schedule.

March 31st
April 30th

June 30th
uly 31st

September 30th
October 31st

December 31st
anuary 31st

in CSV or Excel format (on Data worksheet) with no additional formatting, subtotals, or total rows includ and should be included exactly as they are labeled and can be provided in any order.

nger at jhollinger@naspo.org to set up automated reporting integrations or with other questions related

ed via online portal.

Description
Name of portfolio.
Reporting period year.
Reporting period quarter on a calendar year basis.
Name of vendor.
Contract number sale is occurring under. Numbering and format is determined by entity.
State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
State Gov, Education-K12, Education-HED, Local Gov, Non-Profit, Other
Vendor assigned identifier for customer.
Customer (agency) Bill to name
Customer (agency) Bill to address
Customer (agency) Bill to city
Zip code in standard format
PO number assigned by purchasing entity.
Vendor assigned order or invoice number
mm/dd/yyyy
Microsft, Oracle, All Other Publishers
Original publisher of software: Microsoft, Oracle, Adobe, Salesforce, Etc.

On-Premise, Saas, PaaS, Iaas, Resold Professional Service, Reseller Service
Unique publisher/reseller assigned product number of purchased product
Product description of purchased product.
UNSPSC Commodity Code
Unit Price - US Currency ($99999.99)
Quantity Invoiced (99999.99)
Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999.99)

to

led. The fields

l to detailed

Example
Software VAR
2020
4
Software Resale, Inc.
AR3114
KY
Education-HED
173628
University of Kentucky
100 Administration Dr
Lexington
40508
PO561424
71636177
1/1/2019
Microsoft
Microsoft

SaaS
8279102
Office 365 License
43232100
$50.00
10.00
$500.00

Portfolio	Year	Quarter	Vendor_Name	Vendor_Contract_Number	State

Customer_Type	Customer_Number	Bill_to_Name	Bill_to_Address	Bill_to_City

Bill_to_Zipcode	Customer PO Number	Invoice_Number	Invoice_Date	Band

Product_Publisher	Product_Category	Product_Number	Product_Description

UNSPSC_Code	Unit_Price	Quantity	Total_Price

AGREEMENT BETWEEN
SUMMIT COUNTY
AND
PARK CITY MUNICIPAL CORPORATION
FOR EMERGENCY MASS NOTIFICATION SERVICES (EMNS)

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between **SUMMIT COUNTY**, 601 Main St., P.O. Box 128, Coalville, Utah 84017, a political subdivision of the State of Utah hereinafter referred to as the "County", and **PARK CITY MUNICIPAL CORPORATION**, P.O. Box 1480, Park City, Utah, 84060, a Utah municipal corporation, hereinafter referred to as "Park City", and may be referred to a "party" or "the parties".

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Summit County of disasters, emergencies, large events, and other important matters, thereby promoting the health, safety, and welfare of the citizens residing in Summit County; and

WHEREAS, Park City has entered into an End-User Agreement more particularly described below for citywide mass notification services to promote the health safety and welfare of citizens residing in Park City; and

WHEREAS, the parties agree that a single mass notification system provides for less confusion and better services for both Summit County and Park City; and

WHEREAS, the parties desire to benefit from the mass notification services provided in accordance with the End-User Agreement and the cost savings associated therewith; and

WHEREAS, the parties will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the County agrees that joining the existing Park City End-User Agreement is expedient and provides a more dynamic set of mass notification services; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties' respective rights and obligations in this Agreement.

NOW, THEREFORE, Summit County and Park City Municipal Corporation enter into this Agreement in consideration of the

mutual promises, terms, and conditions set forth herein, and it is agreed as follows:

1. AGREEMENT WITH SHI INTERNATIONAL CORP. Park City has entered into an End-User Agreement to State Cooperative Contract with SHI International Corp., a New Jersey corporation, dated _____, 2023, for services from Everbridge, Inc. (the End-User Agreement"), in the form attached hereto as **Exhibit A**, allowing Park City to utilize the mass notification services provided by Everbridge. Upon entering into this Agreement and payment of fees to Park City as provided herein, the County may participate in the Everbridge mass notification services as provided in the End-User Agreement.

2. FUNDING AND APPORTIONMENT OF MASS NOTIFICATION EXPENSE.

a. Park City's next renewal option date for Everbridge mass notification services is February 17, 2024.

b. Starting February 17, 2024, the parties agree that the total cost of the EMNS system will be split on a pro rata basis based on population converted by Everbridge to households, including businesses, as described below with the exception of the Community Engagement component which will be split fifty percent each (50% Park City/50% Summit County).

c. Beginning with the February 2024 End-User

Agreement" all of Summit County households including Park City's will be included in a single invoice for the existing End-User Agreement. Each party's share will be invoiced based on the following Everbridge formula:

Summit County total households, including businesses, less Park City households equals 12,098 or 80.69%.

Park City total households, including businesses, equals 2,896 or 19.31%.

1. Summit County – total annual contract price of $26,093.13 less Community Engagement Fee of $4,150 equals $21,943.13 times 80.69% equals $17,705.91 plus $2,075 (50% of Community Engagement Fee) for a total of $19,780.91.
2. Park City – total annual contract price of $26,093.13 less Community Engagement Fee of $4,150 equals $21,943.13 times 19.31% equals $4,237.22 plus $2,075 (50% of Community Engagement Fee) for a total of $6,312.22.

d. The County shall promptly pay Park City in advance for the next succeeding year for their respective share of the End-User Agreement contract price.

Any additional fees not mutually agreed upon by the parties incurred by Park City or the County, including but not limited

additional organizations, keywords and training not listed in the quote, and new implementation fees will be paid by the party incurring the fee or service.

3. PAYMENT. Park City shall send an invoice to the County for the amount of their respective share of the End-User Agreement contract price. Park City shall include details calculating each party's contract price share. The County's contract price share will be allocated by the formula as provided in the preceding Section 2.c. The County shall pay the City not less than 30 days prior to commencement of the next contract year or within 30 days of receipt of an invoice from Park City, whichever is later.

4. COORDINATION. The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services. Each Party's Emergency Manager or their designee shall jointly facilitate this meeting and include additional users as required.

5. SHI INTERNATIONAL CORP. END-USER AGREEMENT COMPLIANCE. All parties to this Agreement shall comply with all terms and conditions of the End-User Agreement but the parties acknowledge that the County is not a party to the End-User Agreement. In the event any party to this Agreement breaches any term or condition of the End-User Agreement, and fails to timely cure

any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq*.)

6. INSURANCE. Both parties to this Agreement shall maintain an insurance policy that covers activities that it may undertake under this Agreement. The scope of the policy must include, at a minimum, coverage of employee faulty workmanship and other negligent acts, errors, or omissions, and coverage for meeting the indemnity conditions. Both parties must carry insurance to protect against risks associated with participation in this Agreement.

7. HOLD HARMLESS AND INDEMNITY. Each party agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs,

or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63-30, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8.IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT. Notwithstanding the waiver of immunity provisions of Utah State Code Section 63-30d-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States or other federal official requesting public health related activities.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of

liability applicable to such party nor shall this Agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contract or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

10. NOTICE. A party to this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party to this Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

11. WITHDRAWAL. Any party to this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the City or County Manager at least 45 days prior to

the renewal date of the Mass Notification Agreement (February 18 of the following contract period).

12. TERM OF AGREEMENT. This Agreement shall be in effect as long as the End-User Agreement is in effect. The roles and responsibilities of both parties shall be as set forth herein and this Agreement is limited in its scope and effect as identified.

13. MODIFICATION. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. NONDISCRIMINATION.

a. In the performance of this Agreement, the parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents

the proper performance of the particular worker involved. The parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. The parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

15. SEPARABILITY. If any portion of this Agreement or its application to specific circumstances is held invalid by a court, the remainder of the Agreement and its application to other circumstances shall be unaffected.

16. NO SEPARATE ENTITY. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. Neither party may assign their interest in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SUMMIT COUNTY

BY:_____

Named Printed:

_____

Title: _____

Attest:

_____

Approved as to Form:

_____

PARK CITY MUNICIPAL CORPORATION

By: _____
Matt Dias, City Manager

Attest:

_____
City Recorder

Approved as to Form:

_____

City Attorney's Office

AGREEMENT BETWEEN
SUMMIT COUNTY
AND
PARK CITY MUNICIPAL CORPORATION
FOR EMERGENCY MASS NOTIFICATION SERVICES (EMNS)

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any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq*.)

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or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63-30, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8.IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT. Notwithstanding the waiver of immunity provisions of Utah State Code Section 63-30d-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States or other federal official requesting public health related activities.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of

liability applicable to such party nor shall this Agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contract or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

10. NOTICE. A party to this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party to this Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

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11. WITHDRAWAL. Any party to this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the City or County Manager at least 45 days prior to

the renewal date of the Mass Notification Agreement (February 18 of the following contract period).

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13. MODIFICATION. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. NONDISCRIMINATION.

a. In the performance of this Agreement, the parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents

the proper performance of the particular worker involved. The parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. The parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

15. SEPARABILITY. If any portion of this Agreement or its application to specific circumstances is held invalid by a court, the remainder of the Agreement and its application to other circumstances shall be unaffected.

16. NO SEPARATE ENTITY. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. Neither party may assign their interest in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SUMMIT COUNTY

BY:_____

Named Printed:

_____

Title: _____

Attest:

_____

Approved as to Form:

_____

PARK CITY MUNICIPAL CORPORATION

By: _____
Matt Dias, City Manager

Attest:

_____
City Recorder

Approved as to Form:

_____

City Attorney's Office

City Council Staff Report

Subject: Childcare Needs-Based Scholarship Program
Author: Michelle Downard, Resident Advocate
Sarah Mangano, Human Resources Director
Haley Swenson, Procurement Manager
Department: Executive, Budget, Human Resources
Date: November 30, 2023
Type: Consent

Summary

Pursuant to the City Council's direction during the FY24 Budget process, review and consider approving additional programmatic and qualifying details to administer the 2023/24 PCMC Childcare Needs-Based Scholarship Program.

Background

After considerable City Council and public deliberation (November 17, 2022, May 11, 2023, May 25, 2023, June 1, 2023,) based on the lack of affordable and available childcare in Park City combined with an impending reduction in Federal funding, Council made a one-time $1,000,000 allocation (June 22, 2023) as part of the FY24 Budget. The Council clarified that no funds could be distributed until a transparent and accountable administrative criteria and process was established.

Accordingly, a Working Group helped design program criteria reflective of Council input and using the assessment submitted by the Early Childhood Alliance. After several meetings, the Working Group recommends:

- Prioritizing lower-income Park City households and residents with young children;
- Encouraging short- and long-term capacity-building in Park City's existing and newly regulated childcare facilities; and
- Increasing the use of the Department of Workforce Services (DWS) Childcare Assistance in Park City (currently underutilized).

On July 27, 2023, and August 22, 2023, the Working Group submitted a childcare progress report and presented administrative recommendations to the City Council. Importantly, the Council also discussed a potential PCMC employee benefit program funded from within the $1M allocation. In addition, the Council also desired metrics to help measure program use, expressed a desire to start distributing funds as soon as possible, discussed the AMI rates for scholarship eligibility, and supported procuring a 3rd party Childcare Funding Administrator.

On October 26, 2023, the City Council discussed the proposed Childcare Scholarship Funding Criteria, how it would work with the DWS program, and a maximum scholarship amount. The Council also approved a Childcare Funding Administrator contract with

Upwards, and solidified that the initial PCMC employee benefit program would source funding from within the $1M allocation.

On November 16, 2023, the City Council reviewed best practices and input from Upwards, and clarified that the resident and workforce scholarships would be provided first come first serve from the full budget allocation and do not have 'triggers' or maximum amounts for residents vs. workforce. The City Council also agreed to lower the 150% AMI for the Infant & Toddler Tuition Scholarship to 100% AMI and allow Park City resident children participate in the program until a child is eligible for kindergarten. Council supported providing scholarships to PCMC employee children and inquired about extending the benefit to Park City's Boards and Commissioners. Lastly, the Mayor requested the item return on a future consent agenda for final action.

Analysis

Since the last work session, the program eligibility criteria was updated as outlined in detail in Exhibit A as a result of the Council's November 16, 2023, discussion including:

1. The Childcare Needs-based Tuition Scholarship will be available for children up to kindergarten; and
2. The Infant & Toddler Childcare Tuition Scholarship will be available to household incomes less than 100% AMI.

PCMC Employee Benefit

Council supported PCMC employees qualifying as Park City workforce and supporting their participation in the Scholarship Program, with two modest adjustments:

1. PCMC employee childcare providers are not required to be located within Summit County;
2. Eligibility for the scholarship continues until the child reaches kindergarten eligibility age; and
3. PCMC employees who are Park City residents may also apply for the Childcare Needs-based Tuition Scholarship.

The PCMC employee benefit will be considered during the FY25 budget process to ensure ongoing support.

Board and Commission Members

Park City's Public Bodies and Commissions include the Board of Adjustment, Board of Appeals, Forestry Board, Historic Preservation Board, Library Board, Neighborhoods First, Planning Commission, Recreation Advisory Board, Police Complaint Review Committee, and Public Art Advisory Board. Public bodies play an important role in the inclusion of community members and stakeholders in the administration of City policy, programs, and initiatives. The time commitment and community value provided by members of public bodies is significant.

Most of Park City's Public Bodies require community representatives to be residents of Park City with the exception of the Historic Preservation Board and the Board of Appeals. These allow for non-resident members to obtain specific experience and

expertise. As a result, almost all members of our bodies and commissions are eligible for Childcare Scholarships based on their residency status.

Utah State Code section 52-4-103 defines Public Bodies and Utah State Code section 11-55-103 allows board members to receive per diem and travel expenses for meetings attended. However, Utah Administrative Rule R25-5-4 Rates limits per diem rates.

Per diem reimbursement varies among Park City's public bodies and ranges from $0 to $100. While per diem modifications, benefits, or increases may be desired, the current monetary incentives are appropriate when factoring in the limitations imposed by state law and the time commitment involved with serving on each public body. While no change is recommended, it is important to note that the majority of Park City's Public Bodies require community representatives to be Park City residents. Therefore, those residents are already eligible for the Park City Childcare Scholarship Program.

Ongoing reporting will be provided by Upwards and a comprehensive program review will occur in a City Council work session.

Finally, the Scholarship Program is a one-time allocation and cannot sustainably build long-term capacity in its current form, which is why it was allocated as a one-time stabilization resource. The Working Group recommends establishing a joint task force involving additional stakeholders, such as Summit County, PC Chamber, PC Community Foundation, PC School District, childcare providers, parents, and other stakeholders. We will continue to work with the Mayor on the formation of a Task Force.

EXHIBIT

A- Childcare Needs-Based Scholarship Program Criteria

EXHIBIT A

Childcare Needs-Based Scholarship Program Criteria

1. Childcare Needs-Based Tuition Scholarship
    a. Requirements
        i. Park City resident children up to kindergarten eligibility age;
        ii. A household income of less than 100% AMI;
        iii. Child enrolled in a regulated childcare provider located within Summit County; and
        iv. Households must contribute 10% of the household income to childcare per month
    b. Scholarship available
        i. PCMC scholarship will cover the remaining childcare expenses up to $1,700 monthly tuition per child per month, however,
            1. Households who are identified as potentially eligible (as identified by the administrator) must apply for DWS Childcare Assistance; and
            2. The scholarships will not be provided for childcare expenses that are potentially eligible for other programs, including DWS and other federal funding unless the household can provide proof of application and denial. If denied, the PCMC scholarship will be available.
2. Infant & Toddler Childcare Tuition Scholarship
    a. Requirements
        i. Park City residents and/or Park City workforce
            1. Children up to 36 months;
            2. A household income of less than 100% AMI; and
            3. Child enrolled in a regulated childcare provider that is located within Summit County
        ii. PCMC employee children
            1. children up to kindergarten eligibility age; and
            2. any regulated childcare providers
    b. Scholarship available
        i. $200 per child per month
3. Regulated Childcare Provider Incentive to Serve Children Enrolled in DWS Childcare Assistance
    a. Requirements
        i. Park City resident or workforce child enrolled in DWS Childcare Assistance; and
        ii. A regulated childcare provider located within Summit County
    b. Incentive available
        i. $300 per child per month

- Scholarships and childcare-provider funding incentives are available first come, first serve each month and provided directly to regulated childcare providers.
- Funding amounts for each program component are not mutually exclusive.
    - For example, if funding for the infant & toddler childcare (up to 36 months) tuition scholarship component is exhausted early, that program can

continue to draw upon the total allocation until City Council desires otherwise.

City Council Staff Report

Subject: **Park City Mountain 60th Anniversary Event Approval**
Author: **Heather Weinstock and Jenny Diersen**
Department: **Special Events**
Date: **November 30, 2023**
Type of Item: **Legislative**

Recommendation

Hold a public hearing and consider approving a request from Park City Mountain to celebrate its 60th Anniversary, with a Level Four Special Event, on Saturday, February 10, 2024, at Park City Mountain Village in a form approved by the City Attorney.

Executive Summary

Park City has a rich history as a silver mining town that started before it was incorporated in 1884. As that industry dwindled, the focus was shifted to snow, and in 1963, Treasure Mountain, known today as Park City Mountain (PCM), opened.

PCM has helped Park City move away from a relatively depressed silver mining town into a world-class mountain resort town and destination. Many notable items have happened at PCM, including:

1. PCM boasted the longest gondola in the United States, a double chairlift, and a nine-hole golf course.
2. When the slopes first opened to the public, a special Skier's Subway was used to transport skiers nearly 2.5 miles into the mountain through pitch black Spiro Tunnel on a mine train where skiers boarded a mining elevator that lifted them 1,750 feet up to the Thaynes chairlift. Aerial trams, once used for hauling ore, were converted into chairlifts.
3. During the 2002 Winter Olympic Games, PCM hosted the men's and women's giant slalom, snowboarding parallel giant slalom, and snowboarding halfpipe. The constructed stadium accommodated 16,500 people per event and was 99% sold out throughout the Games, totaling 95,991 spectators. At the same time, 96% of the resort was open for normal seasonal operations, making it the only venue where spectators could leave and reenter.
4. In 2014, Vail announced it purchased the base of PCM and that it would combine the resort with neighboring Canyons Resort over the 2015-16 season, making it the largest ski resort in North America.
5. PCM has notably contributed to the resort economy in Park City, providing and supporting thousands of jobs.

The 2023-24 season marks the 60th anniversary of PCM. To celebrate, PCM would like to invite the community to a free concert after the ski day.

According to section 4A-2-3(I)(1), *the City Council of Park City shall review and either approve, approve with conditions, or deny applications for New Level Four events…* with *a duly noticed public hearing. The City Council shall review the Application for compliance with the standards set forth in Section 4A-2-4 and shall record its decision with written findings of fact, conclusions of law, and condition of approval* (**Exhibit A**).

Analysis

On October 26, Special Events received a new special event application for PCM's 60th Anniversary (**Exhibit B**). According to section 4A-1-1.11(A), the activity proposed is a Special Event based on the following criteria and findings:

- It is a unique cultural and entertainment activity produced by a for-profit entity, occurring for a limited duration of time that impacts the City by requiring City licensing or services beyond the scope of normal business and liquor regulations;
- It is an outdoor, temporary event that does not normally occur with the permitted Venue use; and
- It creates public impacts by interrupting the safe and efficient transportation flow in Park City and needs public safety staffing beyond their normal scope of operations.

According to section 4A-1-1.11(B), we also determined that the event is a Level 4 Event due to:

- Attendance throughout the event period is estimated to be 2,000 people;
- Has moderate to major impact on surrounding areas;
- Has moderate to major transportation needs that require a transportation mitigation plan, offsite parking, residential transportation mitigation, and an increase in service from Park City Transit; and
- Requires public safety staffing needs beyond normal operations, including moderate Venue support and traffic control.

Per section 4A-1.1.8, this event is a New Event, as it is being proposed for the first time within City limits.

Based on current applications, Special Events anticipates staying within the Event Level Limits 4A-2-3(H). Specifically, the Park City Code limits the City to issuing ten Level Four permits annually. We currently anticipate nine in 2024, including this event.

There are no other pending applications for Special Events on Saturday, February 10, 2024, and we found no conflicts with other events (4A-2-8). It should be noted that the event date was specifically coordinated to avoid Peak Times (Presidents Day Weekend, which is the following weekend) and other scheduled events, such as the Deer Valley World Cup (scheduled the preceding weekend).

MLK Weekend
Sundance
DVR World Cup
PCM 60th Anniversary
Presidents Day Weekend

January 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

According to section 4A-1-1.11(B)(6), Special Events determined that PCM's 60th Anniversary qualifies as a Community Identifying Event (CIE) based on the following criteria and findings:

- Honors Park City's unique community goals and enhances the collective goodwill that features distinct traditions and authentic local culture, including ties to the people, places, and history of Park City;
- The event aligns with the City's Critical Priorities and Core Values as adopted by the City Council;
- Attendance is targeted primarily at local participation from Park City and Summit County residents, employees and businesses;
  The event provides free or affordable local Park City and Summit County attendance options; and
- The event offers free or affordable options for underserved populations.

Event Operations Overview:

- Parking – Parking will be accommodated in the existing PCM parking lots along with off-site parking at Park City High School and Richardson Flat Park and Ride.
- Transit Impacts – The 7 Grey Line that services Richardson Flat to PCM will be extended to 8:30 p.m. to encourage transit ridership throughout the ski day and event.
- Security Impacts – Select staffing positions from standard Peak Day Operations will be extended to 8:30 p.m. to manage ingress and egress. This includes posts at Lowell Ave/Silver King Drive, Empire Ave/15th Street, Park Ave/Empire Ave/Deer Valley Drive (Box of Rocks), and a Rover.
- Residential Impacts – A Kane Security position will be added at Empire Ave and Manor Way for residential protection.
- Noise Impacts – The event features a concert. To accommodate the amplified music and noise from 2,000 attendees, PCM has requested a noise variance per section 6-3-11. This has been granted for up to 90 decibels between 4:00 and 8:00 p.m.

Funding

PCM is willing to pay City Service Fees, estimated at $2,503.80 (see chart below), which will go to individual department line items in the General Fund.

Park City Mountain's 60th Anniversary Fee Estimate			
Item	Fee	Hours/ # of Items	Total Cost
Special Event Application	$191.80	1	$191.80
Building Permit	$250.00	1	$250.00
Transit	$662.00	1	$662.00
Police Staffing	$75.00	14	$1,050.00
Kane Security	$35.00	10	$350.00
			$2,503.80

Exhibits

Exhibit A Draft Special Event Permit
Exhibit B Park City Mountain 60th Anniversary Event Application

SPECIAL EVENT PERMIT

Type of Permit:	**Level 4 Special Event Permit**
Event Name:	**Park City Mountain's 60th Anniversary**
Event Date(s):	**February 10, 2024**
Event Time(s):	**4:00 – 7:30 PM**
Event Location:	**Park City Mountain Village**
Permittee:	**Vail Resorts**
Contact Person:	**Mel Hampton** [redacted]
Approved By:	**City Council of Park City**
Approval Date:	**November 30, 2023**

Park City Mountain's 60th Anniversary is to be held at Park City Mountain Village on Saturday, February 10, 2024, from 4:00-7:30 PM. A Site Map, Operations Plan, Insurance, and Hold Harmless Waiver shall be attached to this permit as an exhibit. This Level Four Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1) Park City Mountain's 60th Anniversary will occur Saturday, February 10, 2024, from 4:00 PM to 7:30 PM at Park City Mountain Village at the base of First Time and Eagle lifts. Set-up will begin on February 8. Breakdown will be done on February 11. The event organizer anticipates a crowd of approximately 2,000 in attendance.
2) Per section 4A-1-1.11(A), Park City Mountain's 60th Anniversary is a Special Event based on the following:
    a) The activity is a cultural, entertainment, and unique activity, occurring for a limited duration that impacts the City, and requires City licensing and services beyond the scope of normal business, liquor regulations. It is an outdoor, temporary event that does not normally occur with the permitted Venue use, and creates public impacts through the following:
        (i) Interruption of the safe and efficient flow of transportation in Park City; and
        (ii) Need for public safety staffing beyond their normal scope of operations.
3) Per section 4A-1-1.11(B), the event is a Level Four event due to:
    a) Attendance throughout the duration of the event time period is estimated between 500 and 5,000 people; and
    b) Has moderate to major impact to surrounding areas; and
    c) Has moderate to major transportation needs, requiring a transportation mitigation plan, offsite parking plan, moderate residential transportation mitigation, and minor increase in service from Park City Transit, and may

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be required to provide additional transit services from a vendor outside of Park City's existing transit; and

d) Requires public safety staffing needs beyond normal operations including moderate support in the Venue and moderate traffic control.

4) The Event is a Community Identifying Event due to:
    a) Honors Park City's unique community goals and enhances the collective goodwill that features distinct traditions and authentic local culture, including ties to the people, places, and history of Park City; and
    b) The event fundamentally aligns with the City Council's critical priorities and core values; and
    c) Attendance is targeted primarily at local participation from Park City and Summit County residents, employees, and businesses; and
    d) The event provides free or affordable options for local Park City and Summit County; and
    e) The event offers free or affordable options for underserved populations.
5) Parking for the anticipated crowds of 2,000 will be accommodated in the existing Park City Mountain parking lots along with off-site parking at Park City High School and Richardson Flat Park and Ride.
6) Park City Mountain's 60th Anniversary is a New Event and did not exist on the 2023 event calendar.
7) The City Council of Park City shall review and either approve, approve with conditions, or deny any applications for New Level Four Events.
8) The City restricts the number of Special Event Permits annually. Level Four events are capped at 10. This event falls within Level Four event-level limits for 2024.
9) The conduct of Park City Mountain's 60th Anniversary will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
10) The conduct of Park City Mountain's 60th Anniversary will not require the diversion of so great a number of police, fire, or other essential public employees from normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City. Personnel from Park City Fire Department and Police Department are required for the event.
11) Park City Mountain's 60th Anniversary is expecting approximately 2,000 attendees which will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
12) There are no other Special Events that have been permitted within Park City Limits on Saturday, February 10, 2024; therefore, Park City Mountain's 60th Anniversary will not interfere with the provision of City services in support of other events or governmental functions.
13) The event does not create an imminent possibility of violent or disorderly conduct likely to endanger public safety or cause significant property damage.
14) The event does not partner with a Disruptive Technology.
15) This application was submitted by Mel Hampton of Vail Resorts. Mel and her team have worked with City Staff to ensure that all conditions of the event will be met. The permittee has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

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Conclusions of Law:

1) The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

Conditions of Approval:

1) The permittee shall ensure that all activities abide by the laws and parameters set forth by Standards for Permit Approval, section 4A-2-4.
2) All plans for tents and other temporary structures as well as flammable materials must be submitted and approved by the Building Department no later than February 5, 2024.
3) The permittee shall provide all required permits required by local agencies, along with any associated fees and must abide by all City and Land Management Codes.
4) As according to section 6-3-11 of the Municipal Code, a permit for relief from the noise restrictions based on undue hardship has been made to the Chief of Police. The permittee has been granted a permit for relief from the noise restrictions by the Chief of Police not to exceed 90 dBs for the following date and times:
    a) February 10, 2024, from 4:00 PM to 8:00 PM

   The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses, and public facilities. If a complaint is received by Park City Police Department, they will investigate the complaint. If asked by the Park City Special Events or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses, or public facilities.
5) The permittee shall obtain a Mass Gathering Permit consistent with the requirements of the Summit County Health Department.
6) The permittee is required to submit an Emergency Operations Plan to be approved by the Chief of Police and the City's Emergency Manager.
7) The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management, or other health and safety officials have the right to enter the venue at any time as a function of their official duties.
8) The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management have the right to cancel the event upon any condition, violation, or weather that jeopardizes the life, safety, or property of the residents or visitors of Park City.
9) The permittee is required to complete an environmental sustainability plan for the event including waste, recycling, and other environmental sustainability items in accordance with the Park City Special Event Green Event Checklist and will report data from such plan post-event.
10) The permittee is required to provide a traffic and transportation control plan. Plans are determined upon recommendation by the Transportation Department through collaboration with the Special Events Department and shall include determinations on transit impacts and traffic control. The transportation plan shall be attached as an exhibit to this permit.
11) The permittee is required to complete a debrief of the event and provide information to Park City Municipal no later than three months after the event.
12) The permittee is responsible for securing all City, County, and State permit approvals required for this event shall be secured by no later than the Friday before the event date and submitted to Park City Municipal.
13) The permittee is responsible for all trash and waste associated with the event.

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14) The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public.
15) The permittee shall provide to the Special Events Manager, proof of liability insurance in the amount required by the Special Events Manager of the City Attorney's Office and shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
    a) Commercial general liability required: $2,000,000 per occurrence/ $4,000,000 aggregate
    b) Auto Liability required: $2,000,000 per occurrence (owned/non-owned – any auto)
    c) Workers Compensation coverage in the amount of $1,000,000 per accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit
    d) Liquor Liability required: $1,000,000 per occurrence/$2,000,000 aggregate

Park City Municipal Corporation is hereby named an additional insured. For any claims related to this permit, the permittee's insurance coverage shall be primary insurance coverage as respect to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials, employees, or volunteers shall be in excess of the permittee's insurance and shall not contribute to it. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the permittee, its employees, agents, and subcontractors

APPROVED this Thursday, the 30th Day of November 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Matt Dias, City Manager

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
Margaret D. Plane, City Attorney

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Attachments:
A. Park City's Hold Harmless and Indemnification Agreement
B. Certificate of Insurance
C. Site Map
D. Operations Plan
E. Transportation Plan
F. Signed Permit for Relief of Noise Restrictions

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Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.

Applications for Level 3, 4, or 5 Special Event Permits are due:
First Friday in October for events occurring between March and August
First Friday in April for events occurring between September and February

Events that are determined a 1 or 2 are exempt from these deadlines but must submit a complete application no later than 30 days prior to an event.
Please Note: The City reserves the right to restrict the number of event permits annually. Applications for new events may not be considered during Peak and Local Time Periods as mentioned in Sections 4A-2-3(E-F). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit www.parkcity.org or contact us at stephanie.valdez@parkcity.org.

IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Jenny Diersen **jenny.diersen@parkcity.org** **435-640-5063**

APPLICATION FEES & EXPENSES

First Amendment Event Permit	$40.00
Level 1 Special Event Permit	$410.00
Level 2 Special Event Permit	$488.00
Level 3 Special Event Permit	$905.00
Level 4 Special Event Permit	$1,918.00
Level 5 Special Event Permit	$5,188.00
Community Identifying Event	10% of above

- Application levels are determined by the Special Events Department after reviewing Event Pre-App.
- Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application.
- Applicants may incur additional expenses from other city, county, or state jurisdictions.
- Fee reductions for city services are considered bi-annually. Fee reduction applications are due at the time the Special Event Application is due.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

✔ To ensure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, along with a contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-7.

✔ Park City Municipal Corporation requires a Certificate of Insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-6 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.

✔ After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.

✔ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-11 through the bi-annual fee reduction application and process.

✔ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: Park City Mountain 60th Anniversary Celebration						DATE(S) OF EVENT: 1/13/24		
FIRST TIME EVENT:	✔ Yes	No	ANNUAL EVENT:	Yes	✔ No	IF ANNUAL, HOW MANY YEARS: n/a		
ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:							Yes	✔ No
ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:							Yes	✔ No
NAME OF APPLICANT (FIRST & LAST): Mel Hampton								
TITLE / POSITION: Marketing Manager Park City Mountain								
BUSINESS /ORGANIZATION NAME: Park City Mountain								
IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?:		Yes, a copy of IRS paperwork is attached					✔	No
MAILING ADDRESS FOR BUSINESS / ORGANIZATION: 1375 Munchkin Road								
CITY, STATE, ZIP: Park City UT 84060								

Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 1310 Lowell Ave	
CITY, STATE, ZIP: Park City UT 84060	
PHONE (PRIMARY): 203-206-6190	PHONE (SECONDARY):
EMAIL: melissa.a.hampton@vailresorts.com	
BUSINESS / ORGANIZATION WEBSITE: www.parkcitymountain.com	
SOCIAL MEDIA LINKS: @pcski	

DAY OF EVENT PRIMARY CONTACT

ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Mel Hampton	
ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 203-206-6190	
ON-SITE DAY OF PRIMARY CONTACT EMAIL: melissa.a.hampton@vailresorts.com	

PUBLIC EVENT INFORMATION

WEB SITE FOR PUBLIC EVENT INFORMATION: parkcitymountain.com	
PHONE NUMBER FOR PUBLIC EVENT INFORMATION: (435) 649-8111	
EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: info@parkcitymountain.com	
✔	**Event description is attached as a separate document with supplemental materials and contingency plan.**

EVENT LEVEL DETERMINATION

THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)

☐ FESTIVAL / FAIR	☐ PARADE	☐ SKI / SNOW BOARD	☐ RUN	☐ BIKE	☐ WALK	☐ TRAIL USE	✔ CONCERT	☐ CULINARY	☐ FILMING
☐ ARTS & CULTURE EVENT	☐ HOLIDAY CELEBRATION	☐ RECREATION / SPORTING EVENT	OTHER:						

THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)

☐ MAIN STREET	✔ RESORT PROPERTY	☐ SCHOOLDISTRICT PROPERTY	☐ PRIVATE PROPERTY	☐ CITY PARKS	☐ CITY FIELDS	☐ CITY FACILITY RENTAL	☐ RESIDENTAL AREAS	☐ PARK CITY LIMITS	☐ MULTI-JURISDICTION	☐ AMPLIFIED SOUND

THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)

☐ YOUTH / FAMILIES	✔ ADULTS	✔ LOCAL	✔ STATE - WIDE	✔ REGIONAL	☐ NATIONAL	☐ INTER NATIONAL	☐ SPECTATORS	☐ PARTICIPANTS	OTHER:

THIS EVENT WILL: (Check all that apply)

☐ LIMIT # OF PARTICIPANTS	✔ BE FREE FOR SPECTATORS	☐ BE FREE FOR PARTICIPANTS	✔ INCLUDE VENDORS OR SPONSOR	☐ OPEN TO THE PUBLIC
☐ LIMIT # OF SPECTATORS	☐ CHARGE ADMISSION FOR SPECTATORS	☐ CHARGE PARTICIPANTS	☐ NOT INCLUDE VENDORS OR SPONSOR	☐ PRIVATE EVENT

THIS EVENT WILL BE HELD: (Check all that apply)

EVENT DATE(S): 1/13/24

☐ MONDAY	☐ TUESDAY	☐ WEDNESDAY	☐ THURSDAY	☐ FRIDAY	✔ SATURDAY	☐ SUNDAY

☐ WEEKLY	☐ MONTHLY	☐ SERIES	☐ ONE DAY

NUMBER OF EVENT(S): 1	NUMBER OF CONSECUTIVE DAYS: 0

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P.O. Box 1480
Park City, Utah 84060

ONE DAY EVENT HOUR(S)	
EVENT START TIME: 4PM	EVENT END TIME: 7:30PM
EVENT SET-UP DATE: 1/11/24	EVENT BREAK-DOWN DATE: 1/14/24
EVENT SET-UP TIME(S): 5PM-7PM	EVENT BREAK-DOWN TIME(S): 5PM-7PM

MULTIPLE DAY EVENT HOUR(S)			
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	

INCLEMENT WEATHER INFORMATION			
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		EVENT BREAK-DOWN DATE:	
EVENT SET-UP TIME(S):		EVENT BREAK-DOWN TIME(S):	

✔	No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the City due to hazardous or damaging conditions.

EVENT ATTENDANCE	
IF ANNUAL EVENT:	
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR:	TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR:
ESTIMATED # OF PARTICIPANTS:	ESTIMATED # OF VENDORS:
ESTIMATED # OF SPECTATORS:	ESTIMATED # OF VOLUNTEERS:
ESTIMATED # OF STAFF:	ESTIMATED DAILY ATTENDANCE:
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME:	ESTIMATED HIGHEST TOTAL ATTENDANCE OF ENTIRE EVENT:

✔	I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: http://www.summitcountyhealth.org/

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SIDEWALK & STREET USE

THE EVENT WILL HAVE: (Please check all that apply)

STREETS

☐	STREET CLOSURE MAP IS ATTACHED			☐	CLOSURE SIGN/MARKING INFORMATION IS ATTACHED		
☐	ROLLING CLOSURE	☐	PARTIAL CLOSURE	☐	FULL CLOSURE	☐	NO CLOSURE

NAMES OF STREETS TO BE CLOSED:	TIMES (START / END OF CLOSURE):	
	START:	END:
	START:	END:
	START:	END:
	START:	END:

REASON FOR CLOSURE:

SIDEWALKS

☐	SIDEWALK CLOSURE MAP IS ATTACHED			☐	CLOSURE SIGN / MARKING INFORMATION IS ATTACHED		
☐	PARTIAL CLOSURE	☐	FULL CLOSURE	☐	NO CLOSURE	☐	CROWD CONTROL PLAN

ADDRESS:

ADDRESS OF CLOSURE: (FROM / TO)		TIMES: (START / END OF CLOSURE)	
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:

REASON FOR CLOSURE:

TRAILS

☐	TRAIL COURSE MAP IS ATTACHED	☐	COURSE / SIGN MARKING INFORMATION IS ATTACHED

NAMES OF TRAILS TO BE USED:

PARADE

ASSEMBLY AREA:	DISBANDING AREA:	# OF PARADE ATTENDEES:

PARADE IS:

☐ WALKING ONLY	☐ VEHICLES & WALKING	☐ VEHICLES ONLY	☐ WILL HAVE ANIMALS

OTHER PARADE INFO:

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CITY PARKING FACILITIES REQUEST

GENERAL PARKING

HOW MANY PARKING SPACES DOES THE EVENT NEED? 500

☐ MAIN STREET	☐ CHINA BRIDGE	☐ FLAGPOLE LOT	☐ BREW PUB LOT
☐ SANDRIDGE PARKING LOTS	☐ PARK AVENUE	☐ CITY PARK	☐ MAWHINNEY LOT
☐ QUINNS LOT	☑ RICHARDSON FLATS	OTHER:	

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:	✔	YES		NO
WILL THE EVENT HAVE ADA PARKING AVAILABLE?:	✔	YES		NO
WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:		YES	✔	NO

☐ The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☑ BUS	☑ BIKE	☑ WALK

NAME OF TRANSPORTATION PROVIDER / COMPANY: Park City Mountain

PHONE:	EMAIL:

✔ THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

☐ THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:

☐ MINERS HOSPITAL AT CITY PARK	☐ PARK CITY LIBRARY MEETING ROOMS	☐ JIM SANTY AUDITORIUM
☐ SOUTH CITY PARK	☐ CITY PARK COVERED BBQ AREA	☐ CITY PARK GAZEBO / STAND
☐ CITY PARK SOFTBALLFIELD	☐ CITY PARK RUGBY FIELD	☐ SKATE PARK AT CITY PARK
☐ QUINN'S SPORTS COMPL FIELDS	☐ ROTARY PARK	☐ SCHOOL DISTRICT FIELDS
☐ DIRT JUMP PARK	☐ PARK CITY ICE ARENA	☐ OTHER:

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☐ TEMPORARY BLEACHERS	☐ INFLATABLES	☐ CANOPIES	☐ TEMPORARY BADGES	☐ TEMPORARY LIGHTING

☑ I understand all temporary structures and flammable materials must be approved by the Park City Building Department. Such approvals will require a fire/building permit to be submitted 10 days prior to the event, as well as an on-site inspection the day of the event.

☑	TENTS 10X10 OR UNDER	HOW MANY?: 5	
☑	TRAILER	HOW MANY?: 2	
☑	STRUCTURES OVER 6 FEET TALL	PURPOSE: stage for performers	HOW MANY: 1

DOES EVENT HAVE ELECTRICAL NEEDS?:	☐ YES	☐ NO	DOES EVENT REQUIRE USE OF GENERATORS?:	☑ YES	☐ NO		
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:				☐ YES	☑ NO		
WILLTHE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS, OR GASSES?:				☐ YES	☑ NO		

NAME SUCH MATERIALS:

WASTE MANAGEMENT AND RECYCLING

☑ THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

☑ THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.

☐ THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.

☐ THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.

☐ THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:

☐ PLASTIC	☐ PAPER	☐ ALUMINUM	☐ GLASS	☐ CARDBOARD	☐ COMPOST	☐ OTHER

☐ THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES.

☑ THE EVENT WILL BRING ITS OWN RESTROOMS AND SANITARY STATIONS.
(May be required by Summit County Health Department or Park City Building Department)

WILL ANIMALS BE AT THE EVENT?:	☐ YES	☑ NO	IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS.		

TYPES OF ANIMALS:

☐ I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN

WILL DOGS BE ALLOWED AT THE EVENT?:	☐ YES	☑ NO	☐ LEASHED	☐ UNLEASHED			

☐ The Waste Management Plan and Environmental Management Plan have been attached to this application as described above.

FOOD & MERCHANDISE SALES

☑ I understand that all vendors must obtain a Park City Business license. All vendors serving food and drink may also be required to obtain a food service or food handler permit from Summit County.

WILL THERE BE SALE OF MERCHANDISE?:	☐	YES	☑	NO
WILL THERE BE COMPLIMENTARY FOOD?:	☐	YES	☑	NO
WILL THERE BE SALE OF FOOD?:	☑	YES	☐	NO
WILL THERE BE ALCOHOL FOR SALE?:	☑	YES	☐	NO

☑ BEER	☐ WINE	☐ LIQUOR

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	I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.				
	I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.				
WILL FOOD ITEMS BE PRE-PACKAGED?:		✔	YES		NO
WILL FOOD ITEMS BE COOKED ON SITE?:		✔	YES		NO
✔	I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.				
WILL FOOD ITEMS BE PREPARED OFFSITE?:			YES	✔	NO
DESCRIBE ITEMS:					

TEMPORARY SIGNS

WILL THERE BE TEMPORARY SIGNS AT THE EVENT?:			YES	✔	NO
	I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.				

SAFETY - SECURITY

✔	THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST.				
THE EVENT WILL HAVE AMPLIFIED SOUND:		✔	YES		NO
THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL:		✔	YES		NO

COMMUNICATION NEEDS

WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:			YES	✔	NO
	INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.				

MARKETING OF EVENT

PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com

✔	I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.
	I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT?:	Guests of Park City Mountain and the local Park City community

WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)

✔ LOCAL	✔ REGIONAL	NATIONAL	INTERNATIONAL

WILLTHIS EVENT BE FILMED AND TELEVISED?: (choose all that apply)			YES	✔	NO

LOCAL	REGIONAL	NATIONAL	INTERNATIONAL

PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:

MEDIA (RADIO/TV):	n/a
NEWSPAPER:	n/a
MAGAZINES:	n/a
OTHER:	n/a

PLEASE SELECT RANGE OF MARKETING BUDGET:

✔ $100 OR UNDER	$100 - $500	$500 - $1,000	$1,000 - $2,500	ABOVE $2,500

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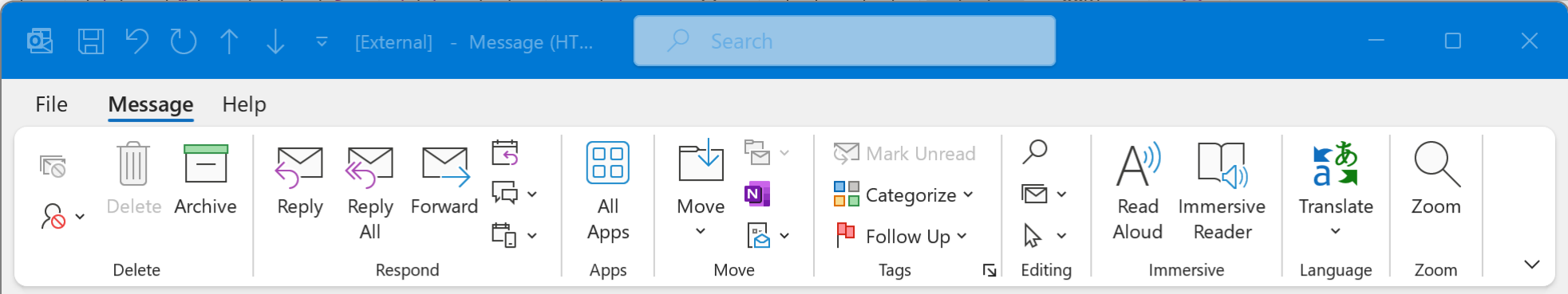
APPLICANT AGREEMENT & SIGNATURE		
I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.		
Name (Printed):	Melissa Hampton	
Signature:	melissa hampton	**Date:**

SAVE AS | SUBMIT | PRINT



[External]

MH

Melissa Hampton <[redacted]>

To Heather Weinstock

Reply | Reply All | Forward

Thu 11/9/2023 8:08 PM

[CAUTION] This is an external email.

Hi Heather,
Park City would like to request to change the application date for our 60th anniversary celebration from 1/13/24 to 2/10/24.
Thanks and let me know if you have any questions.
Talk soon,
Mel

The information contained in this message is confidential and intended only for the use of the individual or entity named above, and may be privileged. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please reply to the sender immediately, stating that you have received the message in error, then please delete this e-mail. Thank you.

City Council Staff Report

Subject: Western Summit County Project - Highway 224 Interconnect
Author: Clint McAffee
Department: Public Utilities
Date: November 30, 2023
Type of Item: Administrative

Recommendation

Review and consider a request to authorize the Mayor to execute an agreement for the Highway 224 Interconnection under the Western Summit County Project Master Agreement in a form approved by the City Attorney.

The Highway 224 water system interconnection will increase the existing capacity to convey water between multiple public water utilities – Park City Municipal, Mountain Regional, and Summit Water. The agreement, attached as Exhibit A, outlines the responsibilities of each party to the Master Agreement relating to the design, construction, ownership, and maintenance of the interconnection.

Under the proposed agreement, Park City would be responsible for one third of an estimated $6,000,000 project cost. The Highway 224 system would add additional capacity to deliver water from Park City to the Snyderville Basin and would perpetuate a meaningful revenue source and continue our partnership and collaboration as a member of the Western Summit County Project.

Executive Summary

Park City is a party to the Western Summit County Project Master Agreement (MA), which was developed and executed in 2013 to ensure a reliable water supply to the Snyderville Basin and Park City by regionalizing water supply and infrastructure between parties, and engaging Weber Basin to provide wholesale water. The MA provides for the wholesaling of water by Weber Basin, through water sales contracts, to parties to the MA that report a need for additional water. The MA also provides for the temporary lease of surplus water to Weber Basin from parties to the MA that report a surplus water supply.

Since 2019, Weber Basin has met its wholesale obligations to other MA parties using surplus water leased from Park City. At the February 2, 2023, City Council meeting, Council approved the current 5-year surplus water lease with a term ending on December 31, 2027. Each year, Park City can extend the surplus lease contract for an additional year. Importantly, the revenue generated by leasing surplus Park City water offsets about 25% of Park City water customer's expenses.

Park City will continue to lease surplus water until such time that either Park City determines it does not have surplus water or earlier if Weber Basin determines that it

must fulfill obligations to its wholesale customers in the Snyderville Basin by building a new water importation project. Links to the MA are provided below in Exhibit B.

To accommodate Weber Basin's delivery of water to its wholesale customers in the Snyderville Basin, one of the provisions of the MA outlines water system interconnects, which involves physically connecting water systems together that are owned and operated by different MA parties. This has multiple purposes, and the water transfer is called "wheeling water." Wheeling water can occur when one water system needs water due to a short-term shortfall, emergency, natural disaster, contamination, or the continuous transfer of surplus water from one party to another.

The proposed Highway 224 Interconnect will be the fourth interconnection under the MA and is designed to increase the capacity to wheel water between local water providers. For reference, existing interconnects are already included in the Snyderville Basin at Old Ranch Road, Trailside, and Quinns Junction (Item No 4, New Business). Each party funded one-third of the interconnects, and under the proposed Highway 224 Interconnect agreement, each party remains responsible for one-third (estimated $6M project cost). In less than one year, Park City's costs would be completely offset by revenue generated from leasing surplus water, which would be wheeled through the proposed Highway 224 Interconnect and the existing interconnects already constructed.

Analysis

As shown in Figure 1 below, leasing Park City's surplus water to Weber Basin provides a meaningful source of revenue to offset around 25% of the cost of water services to our own customers. To maintain current the current funding level, if Park City stops leasing surplus water, an approximate 25% water rate increase would be required in addition to the normal rate increases due to inflation and other infrastructure needs. The current value of the 5-year lease contract is over $17M, and if extended another 5 years, the value would be an additional $40M. The rate charged for surplus water is comparable to Park City's initial Commercial water use rate.

As described in detail in the recently approved February 2, 2023, Water Lease Staff Report, Park City has a robust and reliable water supply and can continue to lease surplus water for the foreseeable future.

Figure 1
Annual Surplus Water Take or Pay Volumes and Pricing Schedule

	2023	2024	2025	2026	2027
Annual Volume (acre feet)	450	550	850	1550	1550
Peaking Factor (see note below)	2	2	2	2	2
Max Flow Rate (gallons/minute) (see note below)	558	682	1054	1922	1922
Delivery Location	Quinns Interconnect				
Surplus Water Cost per Acre Foot	$3,150.15	$3,244.66	$3,342.00	$3,442.26	$3,855.33
Surplus Water Cost per 1,000 gallons	$9.67	$9.96	$10.26	$10.56	$11.83
Park City 1st Teir Commercial Rate per 1,000 gallons	*$9.08*	*$9.53*	*$9.82*	*$10.11*	*$10.42*
Total Annual Take or Pay Amount	**$1,417,568.47**	**$1,784,561.20**	**$2,840,696.96**	**$5,335,497.29**	**$5,975,756.97**

Leasing surplus water is often legitimately questioned as a growth-inducing tool or counterproductive to water conservation goals. Though we understand the growth-inducing and/or water conservation arguments, we disagree. Since Weber Basin has an obligation to provide wholesale water to those parties of the MA that declare a need, Park City is not providing water in addition to water already committed to the Snyderville Basin. In other words, if Park City declines to lease its surplus water, Weber Basin is required to build a large water importation project to meet its wholesale obligations. A project of this magnitude would add considerably more water capacity to the Basin, and likely divert the same water that Park City would no longer use to provide the surplus water.

In addition, while Park City is using water that is surplus because of our own customers conservation efforts, the lease is temporary and used for municipal purposes by entities with conservation programs. Unlike agricultural water uses, municipal water use in Park City and the Snyderville Basin is mostly non-consumptive, meaning that about 80% of the water we provide is used indoors and treated at SBWRD's treatment plant. In turn, it is returned to local Creeks and downstream users, and eventually the Great Salt Lake. Simply declining to lease surplus water does not slow future growth in the Basin, nor does it relieve the water from municipal use or ensure its arrival at the Great Salt Lake.

The existing interconnect used to deliver water from Park City to the Snyderville Basin, generally running along Highway 40, has a maximum flow capacity of about 1,050 gallons per minute (gpm). As shown in Figure 1, the contracted flow rate exceeds the existing interconnect capacity starting in 2026, and the 10-year future projected demand is about 2,300 gpm. In addition, Mountain Regional is evaluating whether it will increase the treatment capacity at its existing Signal Hill Water Treatment Plant or request that Park City receive its water at Quinns WTP, treat it to drinking water standards, and pump it back to them through the Quinns Interconnect. In other words, if Mountain Regional makes this request, and Park City agrees, Mountain Regional would pay Park City to treat water owned by Mountain Regional rather than expanding their own facility.

The Highway 224 system would add additional capacity to deliver water from Park City to the Snyderville Basin which would perpetuate a meaningful revenue source and continue our partnership and collaboration as a member of the Western Summit County Project. Park City has surplus water and water treatment capacity to continue to provide surplus water to the Snyderville Basin which will continue to significantly reduce the cost of water to Park City's customers and would continue to delay a large, very expensive water importation project.

Funding

Funding is generated by the current lease of surplus water and part of the adopted FY24 CIP budget.

Exhibits

Exhibit A:

- Agreement for the Highway 224 interconnection under the Western Summit County Project Master Agreement

Exhibit B: Links to Western Summit County Project Master Agreement

- 1 master agreement executed
- 2 master agreement exhibits a-d
- 3 master agreement exhibits e-j & exhibits (3)
- exhibit list

AGREEMENT
FOR THE
HWY 224 INTERCONNECTION
UNDER THE
WESTERN SUMMIT COUNTY PROJECT
MASTER AGREEMENT

THIS AGREEMENT FOR THE FUTURE HWY 224 INTERCONNECTION UNDER THE WESTERN SUMMIT COUNTY PROJECT MASTER AGREEMENT ("*Agreement*") is made and entered into as of this ___ day of _____, 2023 (the "*Effective Date*"), by and between PARK CITY MUNICIPAL CORPORATION, a municipal corporation organized under the laws of the State of Utah, PARK CITY WATER SERVICE DISTRICT, a local district organized and existing under the laws of the State of Utah (Park City Municipal Corporation and Park City Water Service District hereinafter referred to as "**Park City Water**"), SUMMIT WATER DISTRIBUTION COMPANY, a Utah nonprofit corporation ("**Summit Water**"), MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, a local district organized and existing pursuant to the provisions of Utah Code Section 17D-1-101, *et seq*., ("**Mountain Regional**") and WEBER BASIN WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing pursuant to the provisions of Utah Code Section 17B-2a-1001, *et seq*., ("**Weber Basin**"). (Park City Water, Summit Water, Mountain Regional, and Weber Basin are sometimes referred collectively as the "*Parties*" and individually as a "*Party*").

RECITALS

A. Weber Basin, in part under agreement with the United States Bureau of Reclamation, owns or administers certain water rights and operates an extensive water storage, treatment and distribution system commonly known as the "Weber Basin Project", by means of which Weber Basin Project water and water under other Weber Basin water rights are made available, by contract, to municipalities and other entities and persons within Weber Basin's boundaries, including water supplies developed by Weber Basin subsequent to construction of the original Weber Basin Project in part to supplement water supplies in Summit County, Utah.

B. Park City Water, as a public agency, owns and operates an approved water system to supply water within its service area in Park City, Utah.

C. Mountain Regional, as a public agency created by Summit County, owns and operates an approved water system to supply water within its service area in Summit County, Utah.

D. Summit Water, as a non-profit mutual water company, owns and operates an approved water system to supply water in Summit County, Utah.

E. Park City Water, Mountain Regional, Summit Water, and Weber Basin are Parties to that certain Western Summit County Project Master Agreement, dated June 26, 2013 (the "*Master Agreement*").

F. Section 2.7 of the Master Agreement provides terms relating to the design, construction, and ongoing ownership and operation of an "Initial Interconnection," as that term is defined in Section 2.7 of the Master Agreement. The Parties previously agreed to, and installed, an Initial Interconnection, under separate and prior agreement. Section 2.7 of the Master Agreement also provides terms relating to the design, construction, and ongoing ownership and operation of "Future Interconnections," as that term is defined in Section 2.7 of the Master Agreement. This Agreement relates to the installation of a new Highway 224 Interconnection that is intended to be included within the definition of "Future Interconnections," as contemplated in Section 2.7 of the Master Agreement (this interconnection is referred to herein as the "Hwy 224 Interconnection"). Generally, the Hwy 224 Interconnect includes a pipeline along Highway 224 from near White Pine Canyon Road on the north end, to near Holiday Ranch Loop Road on the South end; a new flow control valve vault near the intersection of Highway 224 and Holiday Ranch Loop Road; the replacement of 1,000 feet of 12-inch water line in Holiday Ranch Road; and the addition of a fiber optic line along Holiday Ranch Loop Road. The Hwy 224 Interconnect is shown in more detail on Figure 3-4 of the Highway 224 Interconnect and Pipeline Concept Evaluation prepared by Bowen Collins Associates and dated May 2023 (attached as Exhibit A).

G. The capacity of the Initial Interconnect is not sufficient to meet future water deliveries, and thus the Parties have determined that the Hwy 224 Interconnection is required to be constructed in order to increase the capacity to wheel water among systems, as contemplated by the Master Agreement. In particular, it is anticipated that the Hwy 224 Interconnection will initially provide treated drinking water from the Park City Water system to the Summit Water system.

H. At this time, the Hwy 224 Interconnection is the only currently contemplated Future Interconnection. Any other Future Interconnections will be established by separate agreement between the Parties, which shall specifically reference the Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Ownership, Operation, and Maintenance of the Hwy 224 Interconnection.

Weber Basin shall own the Hwy 224 Interconnection, including the interconnect vault and all associated piping, valves and the pipelines near the intersection of Hwy 224 and White Pine Canyon Road to a connection near the intersection of Highway 224 and Holiday Ranch Loop Road but excluding related facilities within Park City Water's and Summit Water's existing systems, as outlined in Section 2.7 of the Master Agreement and excluding the approximately 1,000 feet of new fiber optic line and pipeline to be upsized in Holiday Ranch Loop Road, which will be owned by Park City Water. However, until such time that Weber Basin has a full-time presence in the Snyderville Basin, as determined by Weber Basin in its sole and absolute discretion, Park City Water shall operate and maintain the Hwy 224 Interconnection. Park City Water shall be responsible for the payment of all expenses relating to the

operation, maintenance, and replacement ("*OM&R*") of the Hwy 224 Interconnection, provided however that Park City Water shall be reimbursed by Weber Basin. Weber Basin shall then be reimbursed by the Party/Parties receiving water from or through the Hwy 224 Interconnection in the proportion of that Party's receipt of the water (thus, if one Party receives 100% of the water through the Hwy 224 Interconnection, that Party shall be responsible for 100% of OM&R costs associated with the Hwy 224 Interconnection, whereas if a Party receives 50% of the water through the Hwy 224 Interconnection, that Party shall be responsible for 50% of OM&R costs associated with the Hwy 224 Interconnection). All such reimbursements shall be made within thirty (30) days after receiving Park City Water's or Weber Basin invoice(s) therefor. Park City Water may terminate its rights and obligations to operate and maintain the Hwy 224 Interconnection by providing written notice to Weber Basin, and to the other Parties to this Agreement, of such termination at least ninety (90) days prior to the proposed termination date. Any costs incurred by Park City Water should be submitted to Weber Basin at the time of this notice. Following ninety (90) days from the receipt of such written notice, Weber Basin shall thereafter operate and the control the Hwy 224 Interconnection, and all terms and provisions of Section 2.7 of the Master Agreement shall thereafter govern the operation and maintenance of the Hwy 224 Interconnection.

2. Design and Construction of the Hwy 224 Interconnection.

Weber Basin shall design the Hwy 224 Interconnection. Park City Water shall construct the Hwy 224 Interconnection (subject to the review and approval of Weber Basin, which may not be unreasonably withheld). Park City Water, Mountain Regional, and Summit Water shall review and provide input relating to the design and construction; however the design and construction shall be in Weber Basin's sole discretion. Upon approval of design and construction by Weber Basin, Weber Basin will be responsible for the initial payment of all costs associated with the design and construction of the Hwy 224 Interconnection, provided however that after such design and construction is completed and approved by Weber Basin, Weber Basin shall be reimbursed for all such costs by Park City Water, Summit Water, and Mountain Regional (each such Party to reimburse Weber Basin for One-Third (1/3) of the costs associated with the design and construction of the Hwy 224 Interconnection). All such reimbursements shall be made within thirty (30) days after receiving Weber Basin's invoice(s) therefore.

3. Capacity in the Hwy 224 Interconnection.

As outlined above, Weber Basin shall own the Hwy 224 Interconnection. Notwithstanding the foregoing, each party's right to the use of the capacity in the Hwy 224 Interconnection shall be based on their proportional contributions toward the cost, as outlined in this agreement, of the system, including the design and construction of the improvements . Notwithstanding the foregoing, Weber Basin has the right to use any other parties' unused capacity in the Hwy 224 Interconnection. To the extent possible, and in coordination with the Parties, Weber Basin will use the Initial Interconnect and the Hwy 224 Interconnect to deliver water to the Parties in the most efficient way including using each Parties capacity in both interconnections interchangeably.

4. Termination of Agreement by Weber Basin.

Weber Basin may terminate this agreement at any time if it determines, in its sole and absolute discretion, that it has a full-time presence in the Snyderville Basin or for any other reason, in Weber Basin's sole and absolute discretion. Weber Basin may terminate this Agreement by providing the other Parties to the Agreement with written notice of such termination at least ninety (90) days prior to the proposed termination date. Following ninety (90) days from the receipt of such written notice, Weber Basin shall thereafter operate and the control the Highway 224 Interconnection, as outlined in Section 2.7 of the Master Agreement.

5. Terms of Master Agreement Ratified.

All provisions in the Master Agreement, including but not limited to those provisions of Section 2.7 of the Master Agreement, are ratified, confirmed, and incorporated into this Agreement, and unless those provisions are expressly contradicted by the terms of this Agreement, those terms of the Master Agreement shall continue to apply in full force and effect. Upon the termination of this Agreement, all of the provisions of the Master Agreement, including all of the provisions of Section 2.7 of the Master Agreement shall continue to apply in full force and effect.

6. Miscellaneous Provisions.

(a) **No Assignment**. No Party may assign its interest in this Agreement.

(b) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah.

(d) **Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Third Judicial District Court of the State of Utah of Summit County in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(e) **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(f) **Business Relationship**. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as

expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

(g) **Severability**. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

(h) **Construction**. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(i) **Amendment**. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

(j) **Force Majeure**. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

(k) **Further Action**. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(l) **Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party(ies) all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term “prevailing Party” shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other’s payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

(m) **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

(n) **Facsimile or Electronic Transmission.** The facsimile or electronic transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile or electronic transmission hereof shall be the same as delivery of an original.

(o) **Notice**. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed in the Master Agreement, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

(q) **Warranty of Authority**. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

[[Signatures on Following Page]]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures below.

ATTEST: **WEBER BASIN WATER CONSERVANCY DISTRICT**

_____ By:_____
Secretary Chairman, Board of Trustees

APPROVED AS TO FORM: Date: _____, 2023

_____
Weber Basin Attorney

ATTEST: **PARK CITY WATER SERVICE DISTRICT**

_____ By:_____
City Recorder President

APPROVED AS TO FORM: Date: _____, 2023

_____
Park City Water Attorney

ATTEST: **PARK CITY MUNICIPAL CORPORATION**

_____ By:_____
City Recorder Title:_____

APPROVED AS TO FORM: Date: _____, 2023

_____
Park City Municipal Corporation Attorney

ATTEST: **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**

_____ By:_____
Secretary Andy Garland
General Manager

APPROVED AS TO FORM: Date: _____, 2023

_____
David L. Thomas
Chief Civil Deputy

ATTEST: **SUMMIT WATER DISTRIBUTION COMPANY**

_____ By:_____
Secretary President

SLC_670992.1

OG_684736.1

APPROVED AS TO FORM: Date: _____, 2023

_____
Summit Water Attorney

City Council Staff Report

Subject:	**Policy Update - Adjustment or Waiver of Construction, Development, and Impact Fees**
Author:	**JJ Trussell, Deputy Building Official**
Department:	**Building Department**
Date:	**November 30, 2023**
Type of Item:	**Legislative- Policy Adoption**

Recommendation

Review and consider adopting updates to the Adjustment or Waiver of Construction, Development, and Impact Fees Policy. The adjustments reflect the input obtained over several City Council policy discussions.

Background

Municipal Code of Park City 11-12-15 authorizes and outlines the process for waiving or adjusting all fees, except Impact Fees, as set forth in the City's Fee Schedule. Implementing this code section, the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees was last amended on April 13, 2017. Construction, development, and impact fees have a long and somewhat controversial history in the State of Utah and are often an area of focus for the Utah Legislature and powerful trade associations.

On November 17, 2022, the City Council requested additional discussion regarding two main policy areas: application eligibility and the Fee Committee recommendation process. The proposed updated policy describes its purpose, eligibility requirements, and processes to provide consistent application.

As requested at the November 2, 2023, City Council Meeting, we conducted additional research regarding the process by which fees are waived or adjusted in other Utah municipalities. After speaking to eight geographically/demographically similar communities, unfortunately, no widely adopted or consistent process or criteria seems to exist. Nearly every municipality had unique methods and mechanisms to consider fee adjustments for individual applications based on their individual community needs, character, and goals. As a result, there is no trend or baseline that we can adequately use to compare or contrast against.

The updates discussed at the November 2, 2023, City Council Meeting have been incorporated into the attached documents. Prior to further analysis or discussion, please familiarize yourself with Exhibits A, B, and C: updated policy, application, and scoring sheet.

Discussion

Significant changes include:

- "Public benefit" is being replaced with a defined term - *SUBSTANTIAL BENEFIT, meaning significant improvement or positive effects that will support an unfulfilled community need and/or meet a specified City Council goal and provide a considerable*

economic, financial, or environmental benefit that does not currently exist. Park City Municipal Code 15-15.

- Clarification of the term "non-profit" in the policy - *501(c)3, governmental agency, special service district, or religious group.*
- Clarification that only the portion of fees applicable to voluntary affordable housing units are eligible for a fee waiver.
- Identification of the Building Official as the person who processes all fee waiver applications for development projects.
- Clarification that ROW bonds [guarantees for work in the public right of way] cannot be waived.
- Added a due date to apply for a fee waiver: *within 90 days of the relevant application*.
- Descriptions of the information required as attachments to applications:
    - Comprehensive project plans and/or complete scope of work.
    - Demonstration of eligibility for the fee waiver (organizational).
- Clarification that ineligible applications may be denied at intake.
- Identification of the City Manager as the person who will review all requests that are individually less than $25,000. The City Council will review all requests that exceed $25,000.
    - Staff will continue to provide totals of fee waivers from the current fiscal year to the City Manager and/or Council for the benefit of transparency and future policy decision-making, as well as any other budgetary information that helps inform the decision.
- Clarification that the Fee Waiver Adjustment Committee's scoring shall reflect the project's potential contribution to Council priorities and the proposed substantial benefit it will provide. The committee shall evaluate a project's fulfillment of those criteria as a score out of 100, and the project's scores will be reported to the Council.
    - Please note, after consultation with the City Attorney's Office, we excluded the mechanism that tied the committee score to a recommended fee waiver or adjustment amount. We do not want the policy to be so specific that it influences any future decision-making.

Attachments

EXHIBIT A Updated Fee Adjustment Policy
EXHIBIT B Updated Application
EXHIBIT C Updated Fee Adjustment Committee Scoring Sheet

Resolution No. 21-2023

A RESOLUTION APPROVING A POLICY TO WAIVE OR ADJUST CONSTRUCTION, DEVELOPMENT, AND IMPACT FEES, PARK CITY, UTAH

WHEREAS, the City Council wishes to amend the established policy governing the process for the adjustment or waiver of fees for projects that support critical priorities and community needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Park City, Utah that:

SECTION 1. APPROVAL. The City hereby adopts the amended Policy for the Adjustment and Waiver of Construction, Development, and Impact Fees as attached as Exhibit A. The prior Policy dated April 13, 2017 is repealed and replaced in its entirety.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon immediately.

PASSED AND ADOPTED this 30th day of November, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
Margaret Plane, City Attorney

Adjustment Or Waiver Of Construction, Development, And Impact Fees

- PURPOSE

  The intent of this policy is to effectively and fairly determine the waiver of Park City Municipal Corporation (PCMC) Construction, Development, and Impact Fees for regulated development projects and events which provide a substantial benefit (as defined in *Park City Municipal Code 15-15)*.The City wishes to reduce the fees for projects that support critical priorities and entities providing a substantial benefit. Construction, Development, and Impact Fees include all fees described in Municipal Code 11-12 and 11-13, including the Park City Fee Schedule, Construction and Development Fees. Unless approved by City Council in a separate process, this policy does not apply to Engineering bonding requirements for a Permit to Work in the Public Right of Way.

- POLICY

  The City Manager is authorized to reduce or waive fees for $25,000 or less. All waivers or reductions of fees totaling more than twenty-five thousand dollars ($25,000) on any one project require City Council approval. All fee waivers that require City Council approval shall be reviewed by the Fee Adjustment Committee, who will provide a recommendation on the fee adjustment. To better inform decision-making, the current fiscal year total of all fees waived in accordance with this policy should be provided to the City Manager and/or City Council with all accepted fee waiver applications.

  Fee Adjustments shall be considered for all PCMC Construction, Development, and Impact related fees for:

  1. All **City projects** which generally have a broad public purpose. The City Manager may choose to not waive fees where fees are reimbursable through a grant. The City may waive, adjust, or meet the requirements for guarantees for public improvements or limits of disturbance on City Projects through written agreements between departments. City projects may only be considered for impact fee adjustments if the project provides a broad public purpose. When in accordance with this administrative policy, the waiver of all Building, Planning and Engineering fees (totaling up to $25,000) will be automatic;
     1. Project Managers for all City construction projects with fees in excess of $25,000 shall obtain City Council approval for budget allocation and the fees will be addressed in the Staff Report
        1. Project managers will receive an estimate of the required fees prior to submitting plans to the Building Department. The Building Department will calculate the estimate from the valuation of the project in accordance with the adopted fee schedule.

        2. Project managers will request the waiver of fees by action of the City Council prior to or at the time of authorization of the construction agreement for any project.
    2. Project budgets for all construction projects requiring a permit will include the dollar amount of non-waived fees associated with the project.
        1. The project manager will coordinate with the Finance Department and Building Department to transfer any non-waived fees from the project account to the correct revenue account prior to building permit issuance.
        2. If the non-waived fees and all construction costs exceed the amount budgeted for the project then the project manager will strategize the best method to reduce construction costs to meet the budget or request an increase in the budget to meet the costs.
2. **Affordable housing projects** by private developers voluntarily including affordable units. This does not include affordable housing units developed as a result of an affordable housing obligation from MPDs, Annexations or similar obligations; Only the portion of fees applicable to voluntary affordable housing are eligible for waiver consideration in accordance with this policy.
    1. For clarification, attainable housing does not meet the criteria for "low- income housing" as identified by the State Law, therefore attainable housing is not eligible for impact fee adjustments, but may be eligible for waiver of other fee types in accordance with this policy)
3. **501(c)3 Non-profit organization, governmental agency, special service district, or religious group** which clearly provides a substantial benefit. Impact Fees may be considered for non-profits only if the development activity provides a substantial benefit;
4. Private development receiving a **Park City Historic District Grant**, provided the fee waiver is for the work qualifying for the grant (excluding impact fees); or
5. **Youth group** (not acting under school or non-profit) projects or events (not meeting the special event criteria) requiring building permits which clearly provide a substantial benefit and are not for profit (excluding impact fees);

- PROCESS

  Waiver of fees for City projects is automatic as outlined above.

  All other fee adjustments shall be requested in writing to the Park City Chief Building Official or their designee (Building Official), on a fee waiver application, and within 90 days of application for the applicable permit. All applications will be reviewed on a case-by-case basis. The Building Official shall accept all complete

applications that meet the eligibility requirements of this policy. The following documents are required for every application:

1. Comprehensive project plans and/or complete scope of work;
2. Demonstration of eligibility for the waiver (organizational);

- If an application is incomplete, or if the applicant fails to demonstrate the project's eligibility in accordance with this policy, the Building Official may deny the application.

- All accepted fee waiver applications that require City Council approval shall be reviewed by the Fee Adjustment Committee. The Committee should consist of several staff members representing multiple departments, who will develop a recommendation for City Council. The Committee's recommendation shall reflect the project's potential contribution to Council priorities and the proposed substantial benefit it will provide. The committee shall evaluate a project's fulfillment of those criteria and make its recommendation to the City Council for final action.

- Impact fees may be adjusted by any of the mechanisms listed within the Park City Municipal Code 11-13, Including offset, waiver, appeal, or independent fee calculation.

- EFFECTIVE DATE

  This policy shall become effective upon adoption.

  Executed this 30th day of November, 2023.

Construction, Development, and Impact Fee Adjustment/Waiver Application

Park City Municipal Corporation

Please provide electronic copies of this application, comprehensive project plans, and all other requested information to the Building Department**.**

Applicant Contact Information

Name _____

Address _____

_____

Phone _____ E-mail _____

Permit(s) _____

Indicate the applicable Criteria for Eligibility:

☐ Affordable Housing Project ☐ Non-Profit

☐ Project Receiving a Historic District Grant ☐ Youth Group

Indicate the applicable items for which a waiver is being requested (all that apply):

☐ Plan Review Fees ☐ Annexation Application Fee

☐ Condo Plat Application Fee ☐ Plat Amendment Application Fee

☐ CUP Application Fee ☐ Historic District Design Review

☐ MPD Application Fee ☐ Water Fees (interior or exterior)

☐ Building Permit Fee ☐ Parks, Trails, Open Space, Police

☐ Other: Please explain _____

Total construction cost of subject project: $_____

Requested Fee Waiver Total: $_____

Project Description: Please provide no more than two pages of narrative addressing the project's contribution to City Council Priorities, a description of the substantial public benefit the project will provide, and documentation demonstrating your organization's eligibility for a fee waiver adjustment.

Signed: _____ **Date:** _____

Construction and Development Fee Adjustment Scoring Sheet

Project Name:

Date:

Committee Member:

	Possible	Score
Contributing to Council Priorities: *refer to current Council priorities*	**50**	
Substantial Public Benefit: *Significant improvement or positive effects that will support an unfulfilled community need and/or meet a specified City Council goal and provide a considerable economic, financial, or environmental benefit that does not currently exist*	**50**	
Other City Funding/Benefit Provided? *A project that has received additional City support may receive bonus points.*	-	
		0

Notes

City Council
Staff Report

Subject: **Bald Eagle Club at Deer Valley Unit 55 Third Amended**
Application: **PL-23-05609**
Author: **Spencer Cawley, Planner II**
Date: **November 30, 2023**
Type of Item: **Administrative – Plat Amendment**

Recommendation

(I) Review the Bald Eagle Club at Deer Valley Unit 55 Third Amended plat, (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-55 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant:	Ricardo A. Salas Revocable Trust Park City Surveying, representative
Location:	7875 Bald Eagle Drive
Zoning District:	Residential Development
Adjacent Land Uses:	Residential; Recreation and Open Space
Reason for Review:	At the time this item was publicly noticed, Plat Amendments required Planning Commission recommendation and City Council action

LMC Land Management Code
MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

7875 Bald Eagle Drive is Unit 55 of The Bald Eagle Club at Deer Valley, in the Residential Development (RD) Zoning District, and part of the Deer Valley Master Planned Development. Bald Eagle was developed as a condominium project and each Unit owner owns the ground upon which a detached house can be built.

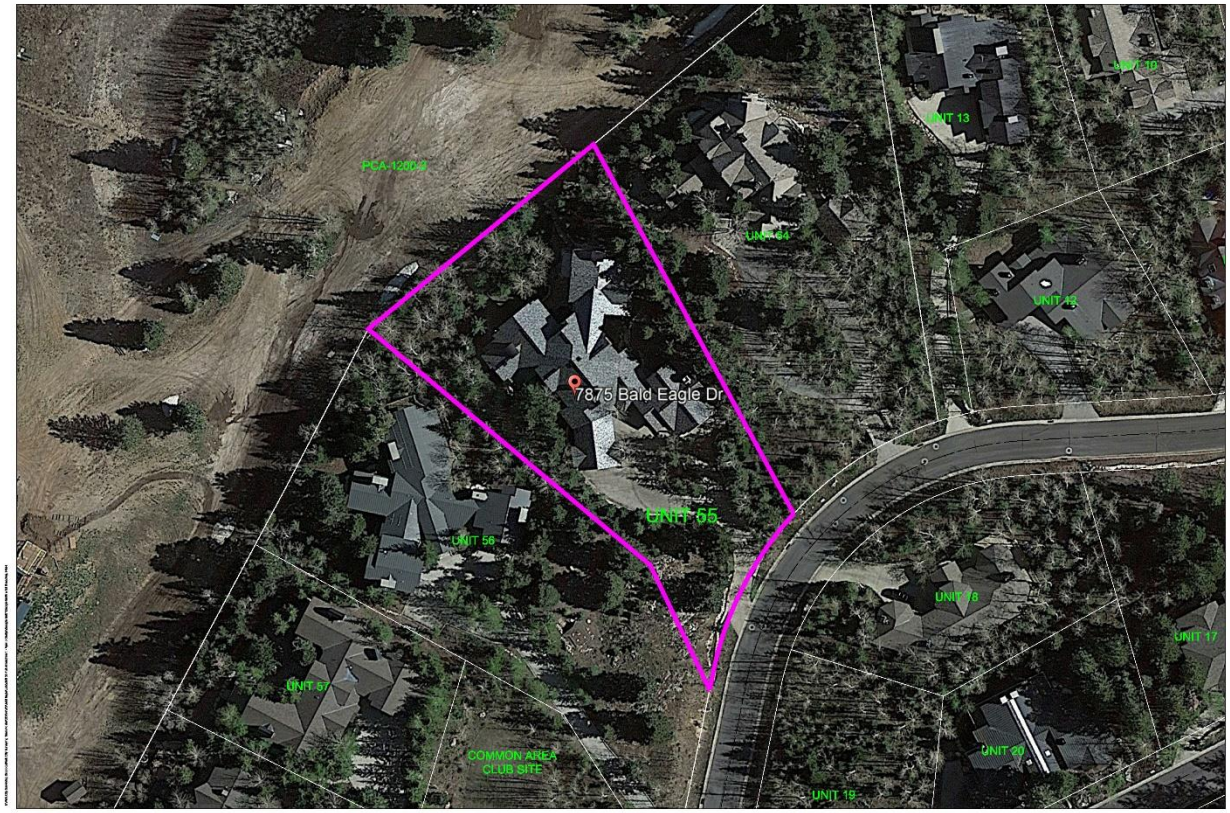
The intent of this Plat Amendment is to modify the platted Limits of Disturbance (LOD) because the existing Single-Family Dwelling (pictured below), constructed in 1994, was built outside of the platted LOD pursuant to a plat note that allowed the Architectural Committee to approve modifications to the LOD. The property owner requests amending the platted LOD to reflect what is built.

On October 25, 2023, the Planning Commission held a public hearing and unanimously forwarded a positive recommendation for City Council's consideration (Staff Report; Meeting Audio).

Background

The Bald Eagle Community Condominiums' conceptual MPD was approved by the Planning Commission on May 3, 1989. The Condominium Plat was approved by the City Council on July 20, 1989, and the Plat was recorded with Summit County on August 3, 1989. The Plat identifies "Expandable Area A", where Unit 55 now exists.

The following image, provided by the Applicant, shows Unit 55 and the immediate vicinity:

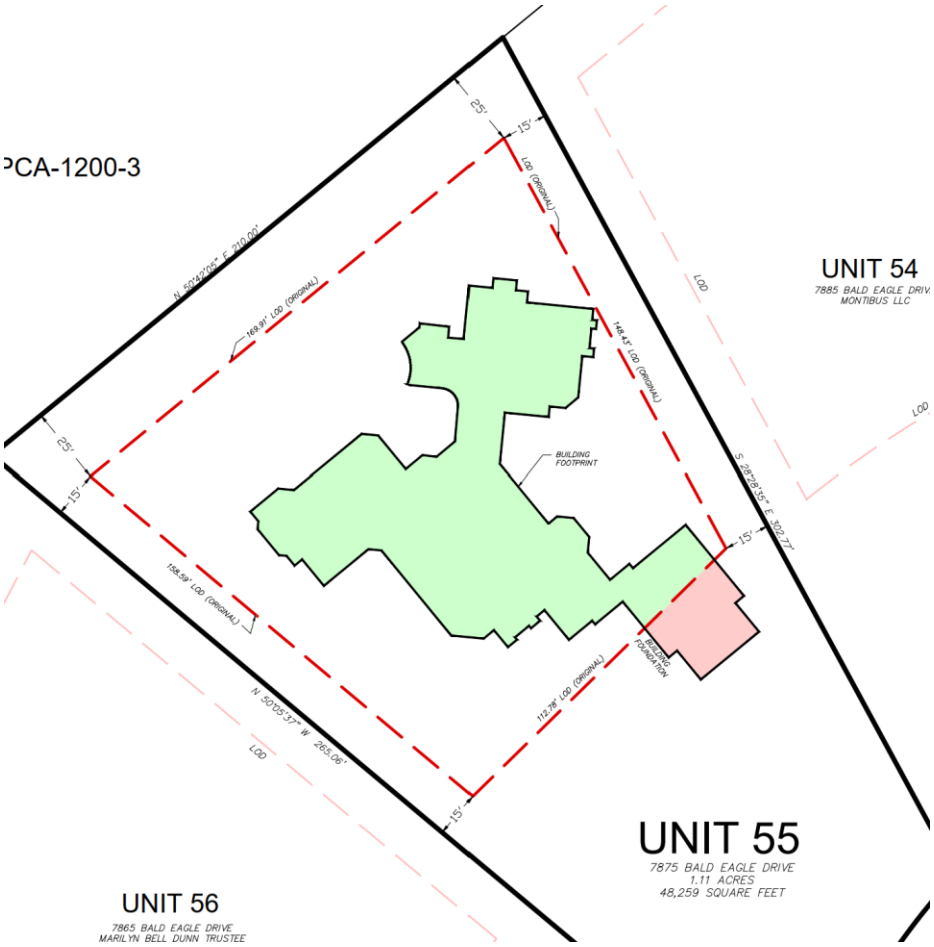


On May 12, 1992, the Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive was recorded and created five Units within platted Expandable Area A. This plat established the LOD for each Unit. The LOD represents the boundary in which all building and associated construction disturbance may occur. The Building Footprint can shift within the LOD, but construction disturbance may not occur 15 feet from the established Building Footprint. See Exhibit B.

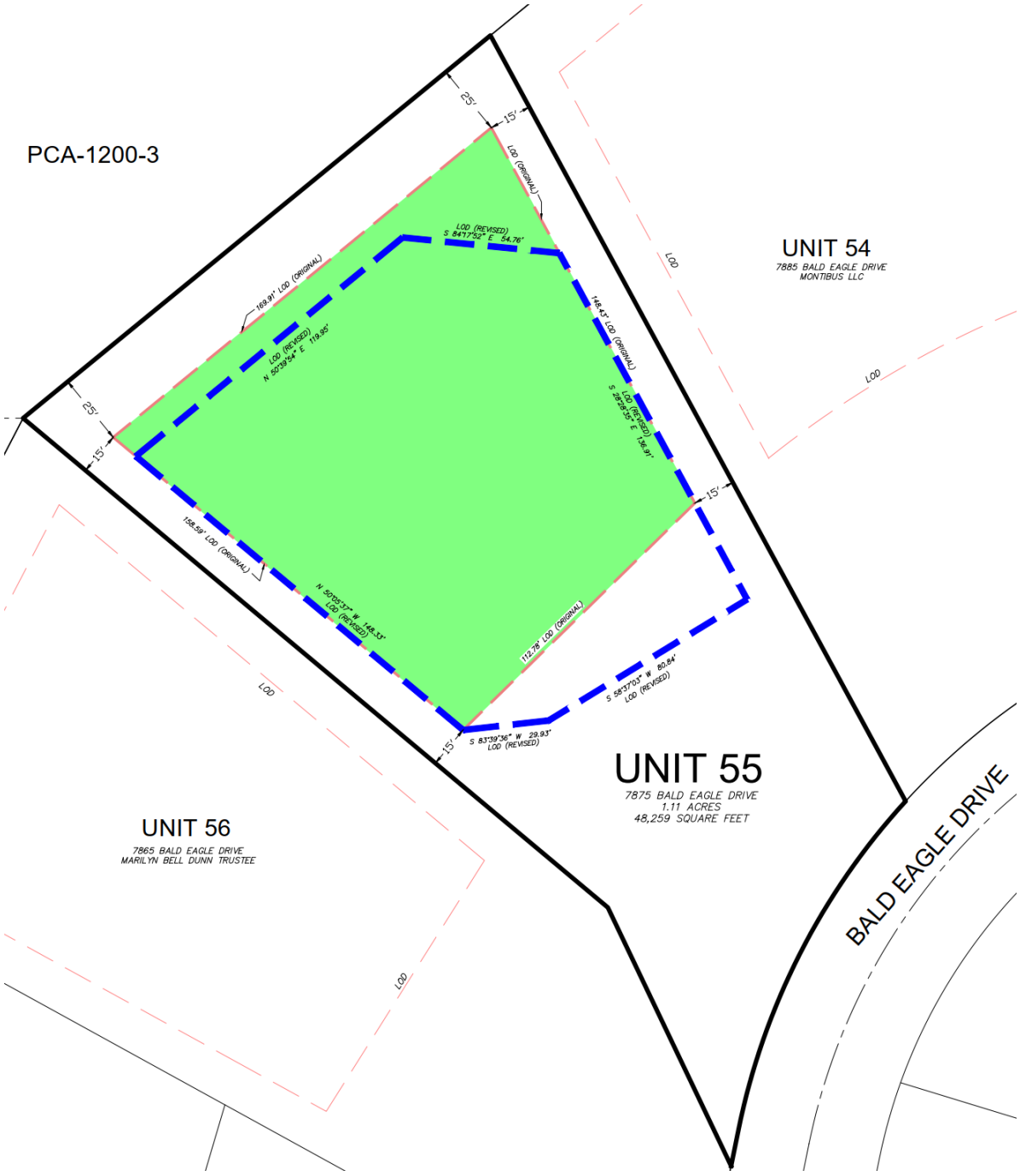
According to the Applicant's Project Description (Exhibit C), the property owner proposes to modify the platted LOD because the existing Single-Family Structure (pictured below), constructed in 1994, was built outside of the platted LOD. However, Plat Note 6 states:

> *The Building Footprint can shift within the Limits of Disturbance. Any deviation from this format shall be approved by the architectural committee.*

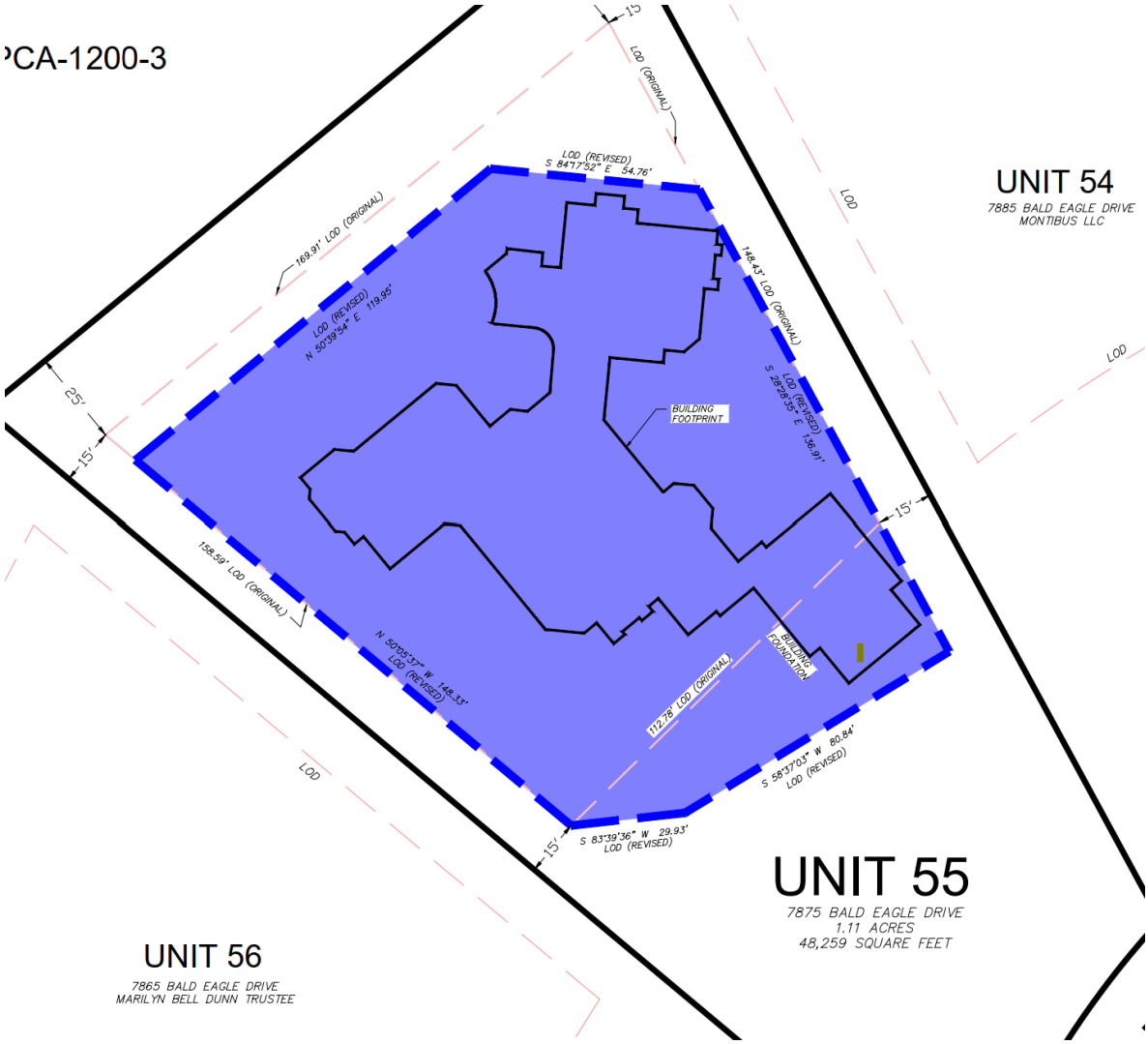
The existing LOD is outlined by the red dashed line, the area of the Building Footprint inside the LOD is highlighted green, and the area outside the LOD is highlighted in Red. This image was provided by the Applicant's Representative and is attached as Exhibit D, p. 1:



The image below, provided by the Applicant's representative (Exhibit D, p. 2), shows the existing LOD shaded in green and the revised LOD indicated by the dashed blue line:



If approved, the new LOD will encompass the existing Structure, maintain the original platted LOD Area of 21,285 square feet, and will not increase the buildable Area as seen in this image taken from Exhibit D, p. 4:



BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

Analysis

(I) The proposed Plat Amendment complies with the Residential Development (RD) Zoning District Requirements.

The purposes of the RD Zoning District are to:

1. Allow a variety of Residential Uses that are compatible with the City's Development objectives, design standards, and growth capabilities;
2. Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services;
3. Allow commercial and recreational activities that are in harmony with residential neighborhoods;
4. Minimize impacts of the automobile on architectural design;
5. Promote pedestrian connections within Development and between adjacent Areas; and
6. Provide opportunities for variation in architectural design and housing types.[1]

Single-Family Structures are an Allowed Use in the RD Zoning District.[2]

The table below outlines the RD Zoning District Lot and Site Requirements established in LMC § 15-2.13-3:

RD Zoning District Requirement	Analysis of Proposal
Front Setback: 15 feet	**Complies -** The Structure is set back 110 feet from the Front Unit Line.
Side Setback: 12 feet	**Complies -** The Structure is set back 15 feet, six inches on the east side and 25 feet, nine inches on the west side at the Structure's closest points to the Side Unit Lines.
Rear Setback: 15 feet	**Complies -** The Structure is set back 54 feet from the Rear Unit Line.

(II) The proposal complies with the Sensitive Land Overlay Criteria outlined in LMC Chapter 15-2.21.

The Site is located within the Sensitive Land Overlay (SLO). LMC § 15-2.21-2(A) requires:

[1] LMC § 15-2.13-1
[2] LMC § 15-2.13-2(A)(1)

Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide at time of Application, a Sensitive Lands Analysis.

The Applicant's representative compiled a Sensitive Land Overlay (SLO) Report, attached as Exhibit E. Please see the exhibits in the SLO Report to review the maps. The Applicant's representative has also provided aerial video for review available here, here, and here. Additional photos of the Site are attached as Exhibit F.

The table below outlines the findings of the analysis:

SLO Analysis Criteria	**Analysis of Proposal**
Slope/Topographic Map: A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geological hazard, Areas subject to land sliding, and all significant Steep Slopes in categories of greater than 15%, 30-40%, and greater than 40%.	Per LMC § 15-2.21-4, no Development is allowed on or within 50 feet of Very Steep Slopes (greater than 40%). An Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. There are no slopes greater than 40% within the LOD cover an area of at least 25 feet vertically, upslope or downslope, nor 50 feet horizontally. Within the existing and proposed LOD, most slopes are less than 30%. There are some areas outside the LOD that range from 30-40% and greater. However, because these areas are outside the existing and proposed LOD, the Applicant cannot construct or develop on these steep slopes. See Exhibit E, p. 24-25.
Ridge Line Areas: A map depicting all Crests of Hills and Ridge Line Areas.	The site exists between the elevations of 8360 feet and 8380 feet and is not near any ridge lines. For comparison Bald Eagle Mountain is at an elevation of approximately 8471 feet.
Vegetative Cover: A detailed map of vegetative cover, depicting the following: a. Deciduous trees; b. Coniferous trees; c. Gamble oak or high shrub; and d. Sage, grassland,	Low Stump Tree Service provided an Arborist Consultation report identifying the site's vegetative coverage (Exhibit E, p. 18-20). a. Deciduous trees: Quaking Aspen. b. Conifer: White Fir, Douglas Fir, and Colorado Spruce. c. Gamble oak or high shrub: Not present. d. Sage, grassland, and agricultural crops: Not

and agricultural crops.	present. The Arborist report indicates good health of the site's vegetation. There are signs of a fungal disease present among the aspens, but it is below average. Pages 23 and 25 of Exhibit E shows the location of existing Significant Vegetation.[3] This Plat Amendment will shift the LOD away from a heavily vegetated Area to an Area previously disturbed. **Condition of Approval 4:** To the extent possible, existing Significant Vegetation shall be maintained on Site and protected from future development. Any removed Significant Vegetation shall be replaced pursuant to the regulations outlined in LMC § 15-5-5(N) *Landscaping*. Multiple trees equivalent in caliper and size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
Designated Entry Corridors and Vantage Points: Designated entry corridors and Vantage Points present within or adjacent to the Site, including Utah Highway 248 east of Wyatt Earp Way and Utah Highway 224 north of Holiday Ranch Loop Road and Payday Drive as identified by Staff.	The property is not visible from the designated entry corridors and vantage points outlined in LMC § 15-2.21-3(6).
Wetlands: A map delineating all Wetlands established by using the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, as amended.[4]	The property is not near wetlands.
Stream Corridors, Canals, and Irrigation Ditches: A	The property is not affected by any streams, canals, or irrigation ditches.

[3] LMC § 15-1-1 defines Significant Vegetation as "Includes all large trees six inches in diameter or greater measured four and one-half feet above the ground, all groves of small trees, and all clumps or oak or maple covering an Area 50 square feet or more measured at the drip line".
[4] See LMC § 15-2.21-6

map delineating all stream corridors, canals, and irrigation ditches defined by the Ordinary High-Water Mark.	
Wildlife Habitat Areas: A map depicting all wildlife habitat areas, as defined by a Wildlife Habitat Report shall be provided by the Applicant.	In Exhibit E, p. 11-17 of the SLO Report, the following Wildlife Habitats are substantial and either cross the property or are nearby: • Elk • Moose • Black Bear • Snowshoe Hare • Dusky Grouse • Mule Deer The Site is not in or nearby any migration corridors. This Plat Amendment will not result in the disturbance of Sensitive or Specifically Valued Species occupying or using on-Site and adjacent natural Areas.

(III) The proposal complies with LMC § 15-7.1-3(B), *Plat Amendment*.

Plat amendments shall be reviewed according to LMC § 15-7.1-6, *Final Subdivision Plat*, and approval shall require a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

A. There is Good Cause for this Plat Amendment because it does not create a non-conformity and gives clarity to the platted LOD.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community."

There is Good Cause for this Plat Amendment because it:
- Conforms to the site's as-built conditions;
- Complies with the RD Zoning District Requirements;
- Does not increase density;
- Will not disturb Significant Vegetation; and,
- Maintains the platted LOD square footage as established in 1992.

B. No Public Street or Right-of-Way is vacated or amended.

All roads in the Bald Eagle Club are private. This amendment does not alter access to the property or assume the existing roads are now public Rights-of-Way.

C. No easement is vacated or amended.

Unit 55 has a five-foot-wide non-exclusive utilities and drainage easement along the side and front Unit lines. The site also has a 10-foot-wide non-exclusive utilities and drainage easement along the rear Unit line. These easements will be upheld with this Plat Amendment.

(IV) The Development Review Committee met on April 18, 2023, reviewed the proposal, and finds it complies with required standards.[5]

Staff recommends the following Condition of Approval:

- **Condition of Approval 5** – The plat shall note that all Conditions of Approval and Plat Notes from the Bald Eagle Club at Deer Valley Second Amendment plat continue to apply.

Department Review

The Planning Department, City Attorney's Office, and Executive Team reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 13, 2023. Staff mailed courtesy notice to property owners within 300 feet on September 13, 2023. The *Park Record* published notice on September 13, 2023.[6]

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may adopt Ordinance No. 2023-55; or
- The City Council may deny Ordinance No. 2023-55 and direct Staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

[5] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[6] LMC § 15-1-21

Exhibits

Exhibit A: Ordinance No. 2023-55 and Proposed Plat
Exhibit B: Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive
Exhibit C: Project Description
Exhibit D: Limits of Disturbance Visual Aid
Exhibit E: Sensitive Land Overlay Report
Exhibit F: Site Photos
Exhibit G: HOA Letter of Support

Ordinance No. 2023-55

AN ORDINANCE APPROVING THE BALD EAGLE AT DEER VALLEY UNIT 55 THIRD AMENDED, LOCATED AT 7875 BALD EAGLE DRIVE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 7875 Bald Eagle Drive petitioned the City Council for approval of the Bald Eagle At Deer Valley Unit 55 Third Amended plat amendment; and

WHEREAS, on September 13, 2023, notice published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on September 13, 2023, courtesy notice was mailed to property owners within 300 feet of 7875 Bald Eagle Drive; and

WHEREAS, on September 27, 2023, the Planning Commission continued the public hearing to October 11, 2023; and

WHEREAS, on October 11, 2023, the Planning Commission continued the public hearing to October 25, 2023; and

WHEREAS, on October 25, 2023, the Planning Commission unanimously forwarded a positive recommendation for City Council's consideration on November 30, 2023; and

WHEREAS, on November 30, 2023, the City Council reviewed the application and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code including § 15-7.1-3(B), § 15-12-15(B)(9), Chapter 15-2.13, and Chapter 15-2.21.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah, as follows:

SECTION 1. APPROVAL. The Bald Eagle At Deer Valley Unit 55 Third Amended, located at 7875 Bald Eagle Drive, as shown in Attachment 1, is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 7875 Bald Eagle Drive, Unit 55 of the Bald Eagle Court at Deer Valley.
2. The property is listed with Summit County as Parcel number BEC-55-2AM.
3. The property is in the Residential Development (RD) Zoning District.
4. Bald Eagle was developed as a condominium project and each Unit owner owns the ground upon which a house can be built.

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5. The Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive established five Units withing platted Expandable Area A and established the Limits of Disturbance (LOD) for each Unit.
6. The LOD represents the boundary in which all building and associated construction disturbance may occur.
7. The Building Footprint can shift within the LOD, but construction disturbance may not occur within 15 feet from the established Building Footprint.
8. The property owner proposes to modify the platted LOD because the existing Single-Family Structure, constructed in 1994, was built outside the platted LOD.
9. The proposed LOD will encompass the existing Structure, maintain the original platted LOD Area of 21,285 square feet, and will not increase the buildable area for Unit 55.
10. Single-Family Structures are an Allowed use in the RD Zoning District.
11. The required Front Setback is 15 feet; the existing Structure is set back 100 feet from the Front Unit Line.
12. The required Side Setback is 12 feet; the existing Structure is set back 15 feet, six inches on the east Side Unit Line and 25 feet, nine inches on the west Side Unit Line.
13. The required Rear Setback is 15 feet; the existing Structure is 54 feet from the Rear Unit Line.
14. The Site is located within the Sensitive Land Overlay (SLO).
15. The proposal complies with the SLO Criteria pursuant to LMC § 15-2.21-2(A)
    a. Slope/Topography – No Development is allowed on or within 50 feet of Very Steep Slopes (greater than 40%). However, an Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. There are no slopes greater than 40% within the LOD cover an area of at least 25 feet vertically, upslope or downslope, nor 50 feet horizontally. Within the existing and proposed LOD, most slopes are less than 30%. There are some areas outside the LOD that range from 30-40% and greater. However, because these areas are outside the existing and proposed LOD, the Applicant cannot construct or develop on these steep slopes.
    b. Ridge Line Areas – The site exists between the elevations of 8360 feet and 8380 feet and is not on any ridge lines.
    c. Vegetative Coverage – Low Stump Tree Service provided an Arborist Consultation report identifying the site's vegetative coverage.
        i. Deciduous trees: Quaking Aspen.
        ii. Conifer: White Fir, Douglas Fir, and Colorado Spruce.
        iii. Gable oak or high shrub: Not present.
        iv. Sage, grassland, and agricultural crops: Not present.

       The Arborist report indicates good health of the site's vegetation. There are signs of a fungal disease present among the aspens but is below average. This Plat Amendment will shift the LOD away from a heavily vegetated Area to an Area previously disturbed.
    d. Designated Entry Corridors and Vantage Points – The property is not visible from the designated entry corridors and vantage points outlined in LMC § 15-

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2.21-3(6).

e. Wetlands – The Property is not affected by any designated wetlands as determined by UGS data updated July 19, 2022, and approved from the National Wetland Inventory.
f. Stream Corridors, Canals, and Irrigation Ditches – The property is not affected by any designated streams, canals, or irrigation ditches as determined by UGS data updated July 19, 2022, and approved from the National Wetland Inventory.
g. Wildlife Habitat Areas – The Site is not in or nearby any migration corridors. This Plat Amendment will not result in the disturbance of Sensitive or Specifically Valued Species occupying or using on-Site and adjacent natural Areas.

16. There is Good Cause for this Plat Amendment because it resolves a non-conformity and brings the property into compliance.
    a. Conforms to the site's as-built conditions;
    b. Complies with the RD Zoning District Requirements;
    c. Does not increase density;
    d. Will not disturb Significant Vegetation; and,
    e. Maintains the platted LOD square footage as established in 1992.
17. No Public Street or Right-of-Way is vacated or amended.
    a. All roads in the Bald Eagle Club at Deer Valley are private, and
    b. This amendment does not alter access to the property or assume the existing roads are now public Rights-of-Way.
18. No easement is vacated or amended.
19. The Development Review Committee met on April 18, 2023, reviewed the proposal, and finds it complies with required standards and practices.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.13 *Residential Development (RD) District*, LMC Chapter 15-2.21 *Sensitive Land Overlay Zone Regulations*, and LMC § 15-7.1-6 Final Subdivision Plat.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

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3. The plat shall identify all existing non-exclusive utilities and drainage easements along the front, rear, and side Unit lines.
4. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected from future development. Any removed Significant Vegetation shall be replaced pursuant to the regulations outlined in LMC § 15-5-5(N). Landscaping. Multiple trees equivalent in caliper and size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
5. The plat shall note that all Conditions of Approval and Plat Notes from the Bald Eagle Club at Deer Valley Second Amendment plat continue to apply.

SECTION 2. EFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 30th day of November 2023.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____

City Recorder

APPROVED AS TO FORM:

_____

City Attorney's Office

Attachment 1 – Proposed Plat

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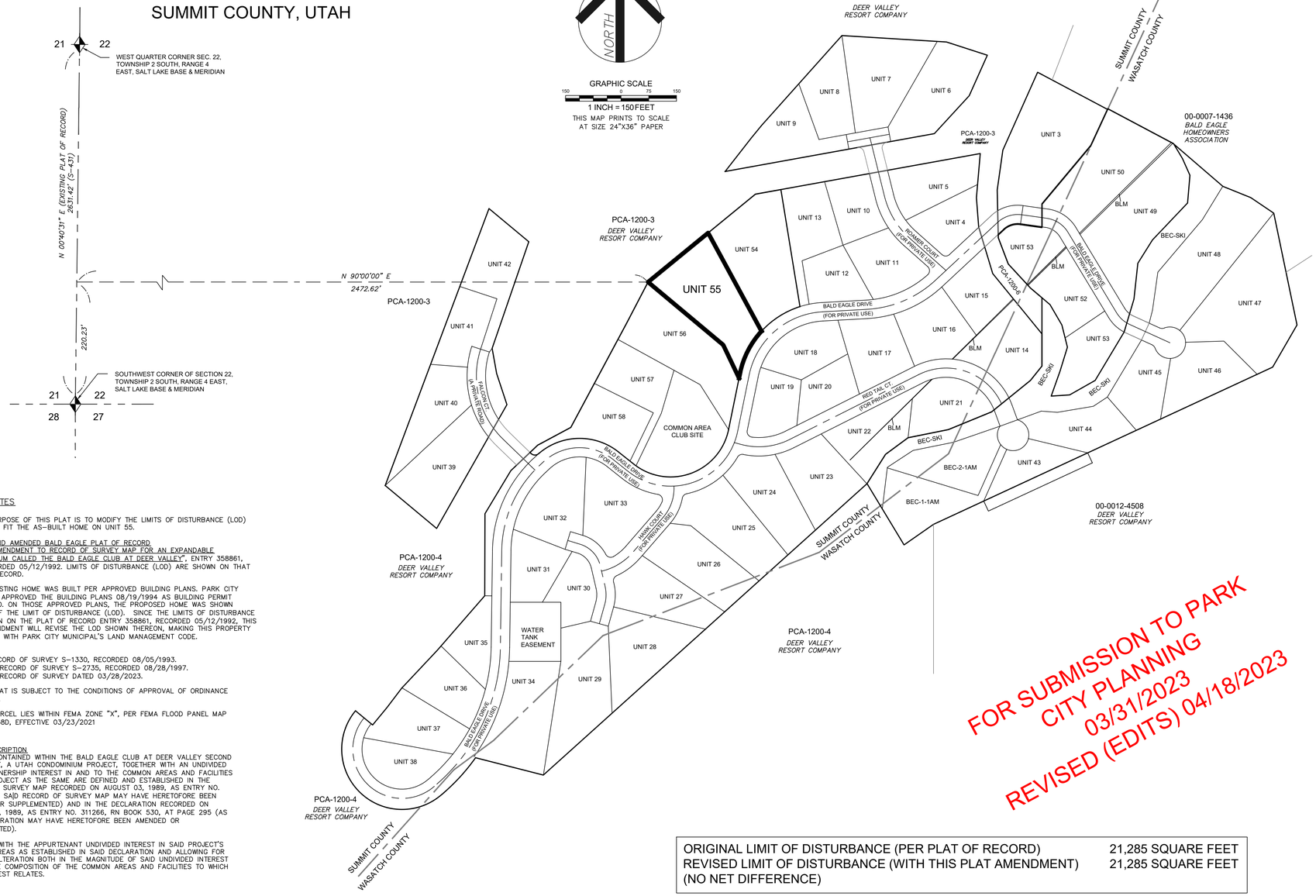
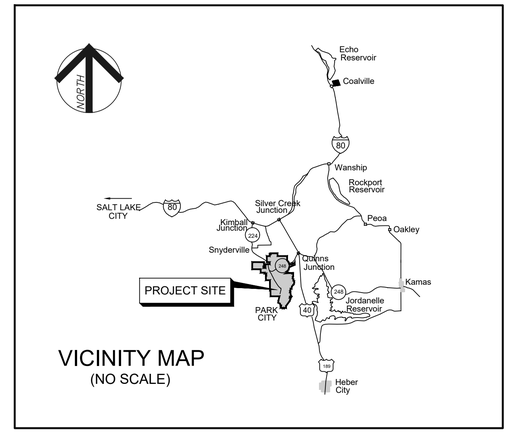
BALD EAGLE CLUB AT DEER VALLEY
UNIT 55 THIRD AMENDED

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH





VICINITY MAP
(NO SCALE)

PLAT NOTES

1. THE PURPOSE OF THIS PLAT IS TO MODIFY THE LIMITS OF DISTURBANCE (LOD) TO BETTER FIT THE AS-BUILT HOME ON UNIT 55.

2. THE "2ND AMENDED BALD EAGLE PLAT OF RECORD SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY", ENTRY 358861, WAS RECORDED 05/12/1992. LIMITS OF DISTURBANCE (LOD) ARE SHOWN ON THAT PLAT OF RECORD.

3. THE EXISTING HOME WAS BUILT PER APPROVED BUILDING PLANS. PARK CITY MUNICIPAL APPROVED THE BUILDING PLANS 08/19/1994 AS BUILDING PERMIT B94-00250. ON THOSE APPROVED PLANS, THE PROPOSED HOME WAS SHOWN OUTSIDE OF THE LIMIT OF DISTURBANCE (LOD). SINCE THE LIMITS OF DISTURBANCE ARE SHOWN ON THE PLAT OF RECORD ENTRY 358861, RECORDED 05/12/1992, THIS PLAT AMENDMENT WILL REVISE THE LOD SHOWN THEREON, MAKING THIS PROPERTY COMPLIANT WITH PARK CITY MUNICIPAL'S LAND MANAGEMENT CODE.

4. SEE RECORD OF SURVEY S-1330, RECORDED 08/05/1993.
SEE ALSO RECORD OF SURVEY S-2735, RECORDED 08/28/1997.
SEE ALSO RECORD OF SURVEY DATED 03/28/2023.

5. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2023-___

6. THIS PARCEL LIES WITHIN FEMA ZONE "X", PER FEMA FLOOD PANEL MAP 49043C0938D, EFFECTIVE 03/23/2021

LEGAL DESCRIPTION

UNIT 55, CONTAINED WITHIN THE BALD EAGLE CLUB AT DEER VALLEY SECOND AMENDMENT, A UTAH CONDOMINIUM PROJECT, TOGETHER WITH AN UNDIVIDED 1/58TH OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT AS THE SAME ARE DEFINED AND ESTABLISHED IN THE RECORD OF SURVEY MAP RECORDED ON AUGUST 03, 1989, AS ENTRY NO. 311265 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON AUGUST 03, 1989, AS ENTRY NO. 311266, IN BOOK 530, AT PAGE 295 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

FOR SUBMISSION TO PARK CITY PLANNING 03/31/2023 REVISED (EDITS) 04/18/2023

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT) (NO NET DIFFERENCE)	21,285 SQUARE FEET

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, SALAS DYNASTY TRUST, DATED JANUARY 6, 2023, RICARDO A. SALAS, TRUSTEE, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED", DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20____.

_____
RICARDO A. SALAS, TRUSTEE

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS ____ DAY OF _____, 20____ SALAS DYNASTY TRUST, DATED JANUARY 6, 2023, RICARDO A. SALAS, TRUSTEE, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT THEY ARE THE LANDOWNERS, AND THAT SAID DOCUMENT WAS SIGNED BY THEM, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THIS "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED" PLAT AMENDMENT.

SIGNATURE _____

A NOTARY PUBLIC COMMISSIONED IN _____

PRINTED NAME _____

RESIDING IN _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER _____

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 8910903 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT AMENDMENT, HEREAFTER TO BE KNOWN AS "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED".

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
STATE OF UTAH

NOT FOR RECORDATION: FOR REVIEW ONLY

SHEET 1 OF 3
04/18/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEER'S CERTIFICATE	COUNCIL APPROVAL & ACCEPTANCE	PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20___. _____ S.B.W.R.D. REPRESENTATIVE	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 20___. _____ PARK CITY ENGINEER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF _____, 20___. _____ PARK CITY MAYOR	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20___. _____ PLANNING COMMISSION CHAIRMAN	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20___ _____ PARK CITY RECORDER	APPROVED AS TO FORM THIS _____ DAY OF _____, 20___. _____ PARK CITY ATTORNEY	APPROVED THIS _____ DAY OF _____, 20___. _____ BY: JEFF WARD, GIS DIRECTOR SUMMIT COUNTY GIS COORDINATOR	ENTRY NUMBER: _____ BOOK _____ PAGE: _____ STATE OF UTAH, COUNTY OF _____ DATE: _____ TIME: _____ FEE PAID: _____ RECORDED AND FILED AT THE REQUEST OF: _____ COUNTY RECORDER: NOT FOR RECORDATION: FOR REVIEW ONLY

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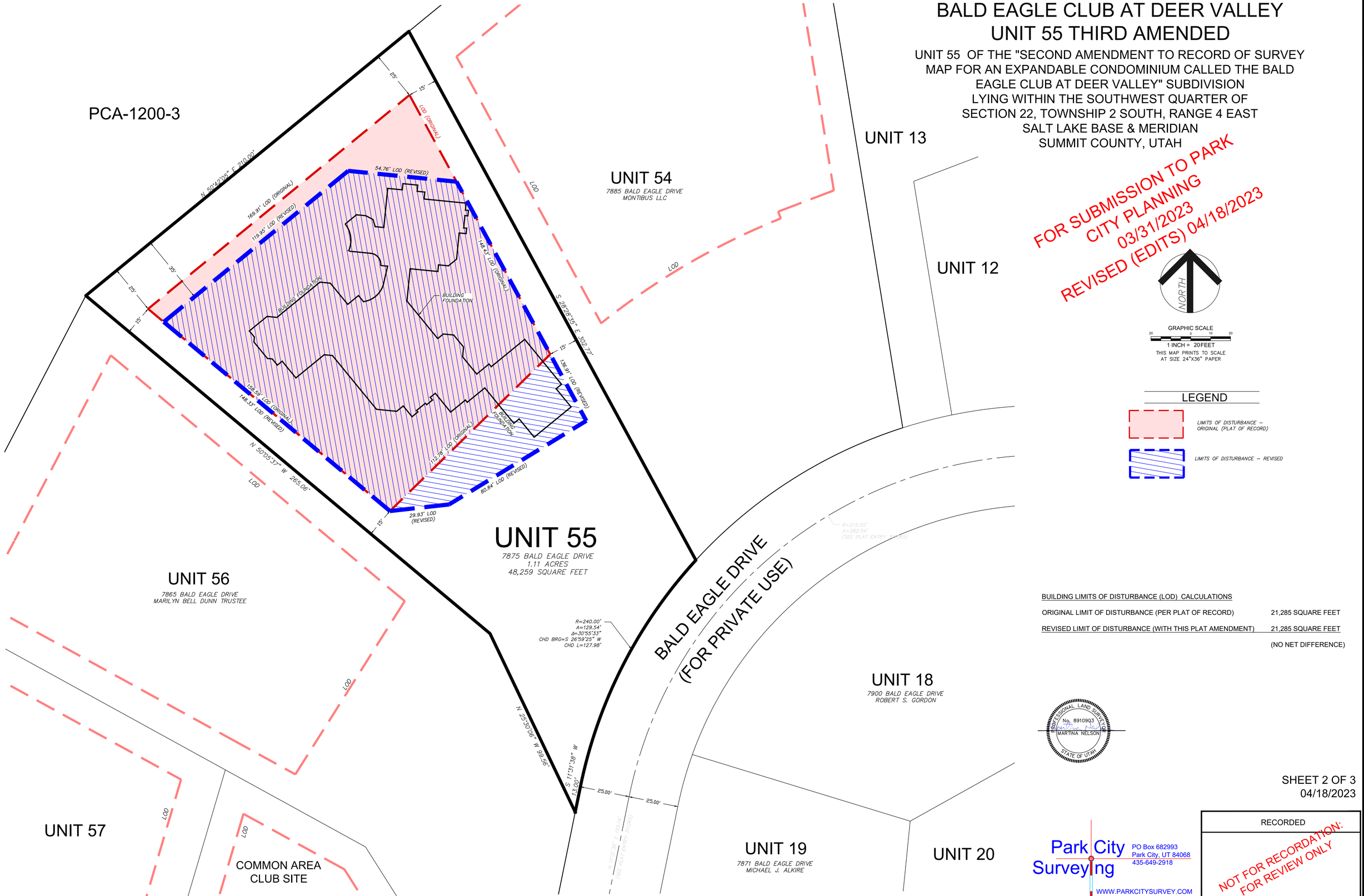
BALD EAGLE CLUB AT DEER VALLEY
UNIT 55 THIRD AMENDED

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

FOR SUBMISSION TO PARK CITY PLANNING
03/31/2023
REVISED (EDITS) 04/18/2023



GRAPHIC SCALE
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1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

NORTH

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
STATE OF UTAH

SHEET 2 OF 3
04/18/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

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NOT FOR RECORDATION:
FOR REVIEW ONLY

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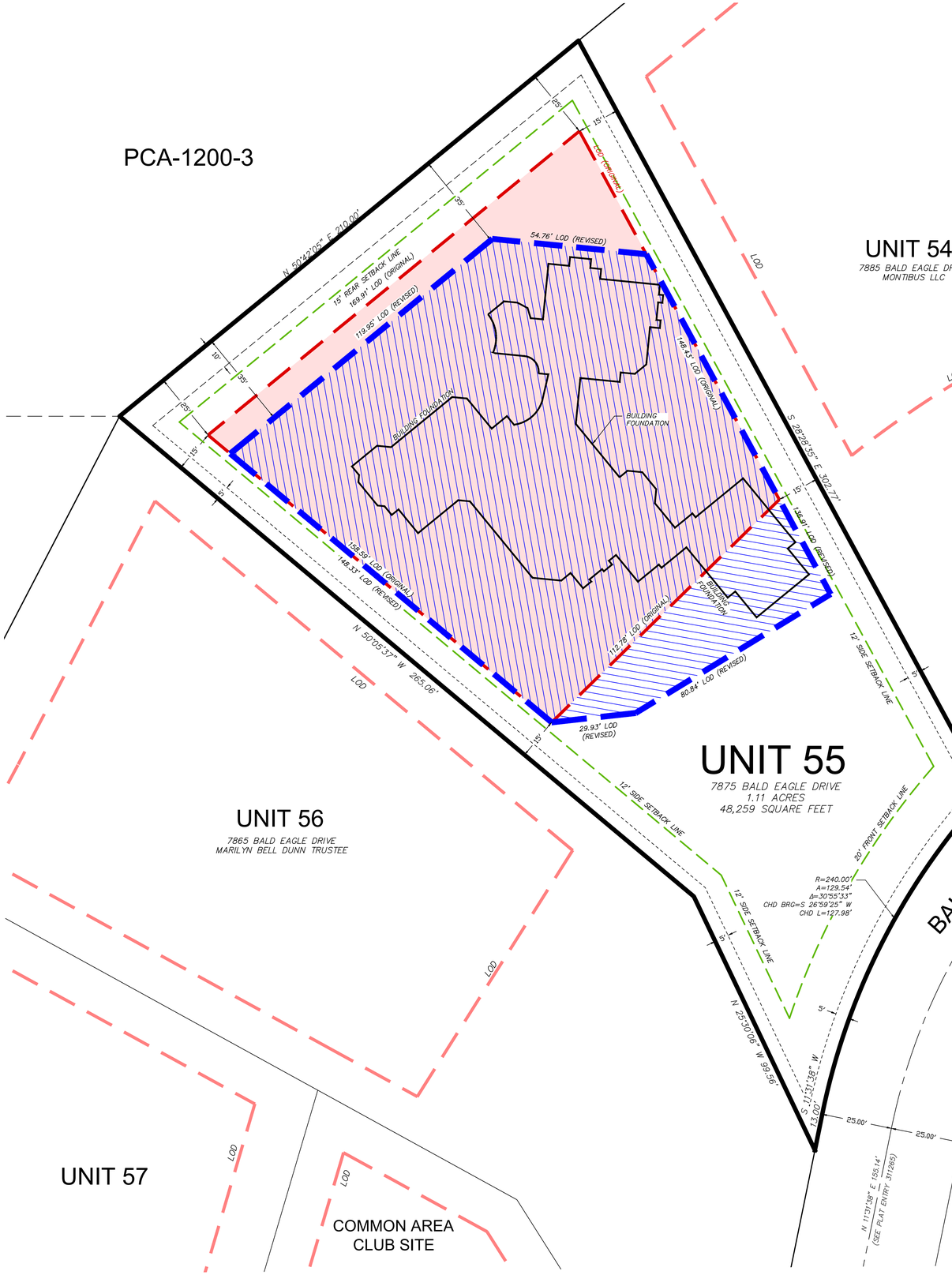
BALD EAGLE CLUB AT DEER VALLEY
UNIT 55 THIRD AMENDED

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

FOR SUBMISSION TO PARK CITY PLANNING
03/31/2023
REVISED (EDITS) 04/18/2023



GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

NORTH

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

ZONING: THIS PARCEL LIES WITHIN THE PARK CITY MUNICIPAL "RESIDENTIAL DEVELOPMENT" ZONE.

SOURCE: HTTPS://PARKCITY.MUNICIPALCODEONLINE.COM/BOOK?TYPE=ORDINANCES#NAME=15-2.13_RESIDENTIAL_DEVELOPMENT_(RD)_DISTRICT

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
STATE OF UTAH

SHEET 3 OF 3
04/18/2023

RECORDED

NOT FOR RECORDATION:
FOR REVIEW ONLY

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

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LEGEND

7885 INDICATES STREET ADDRESS

● IRON ROD SET

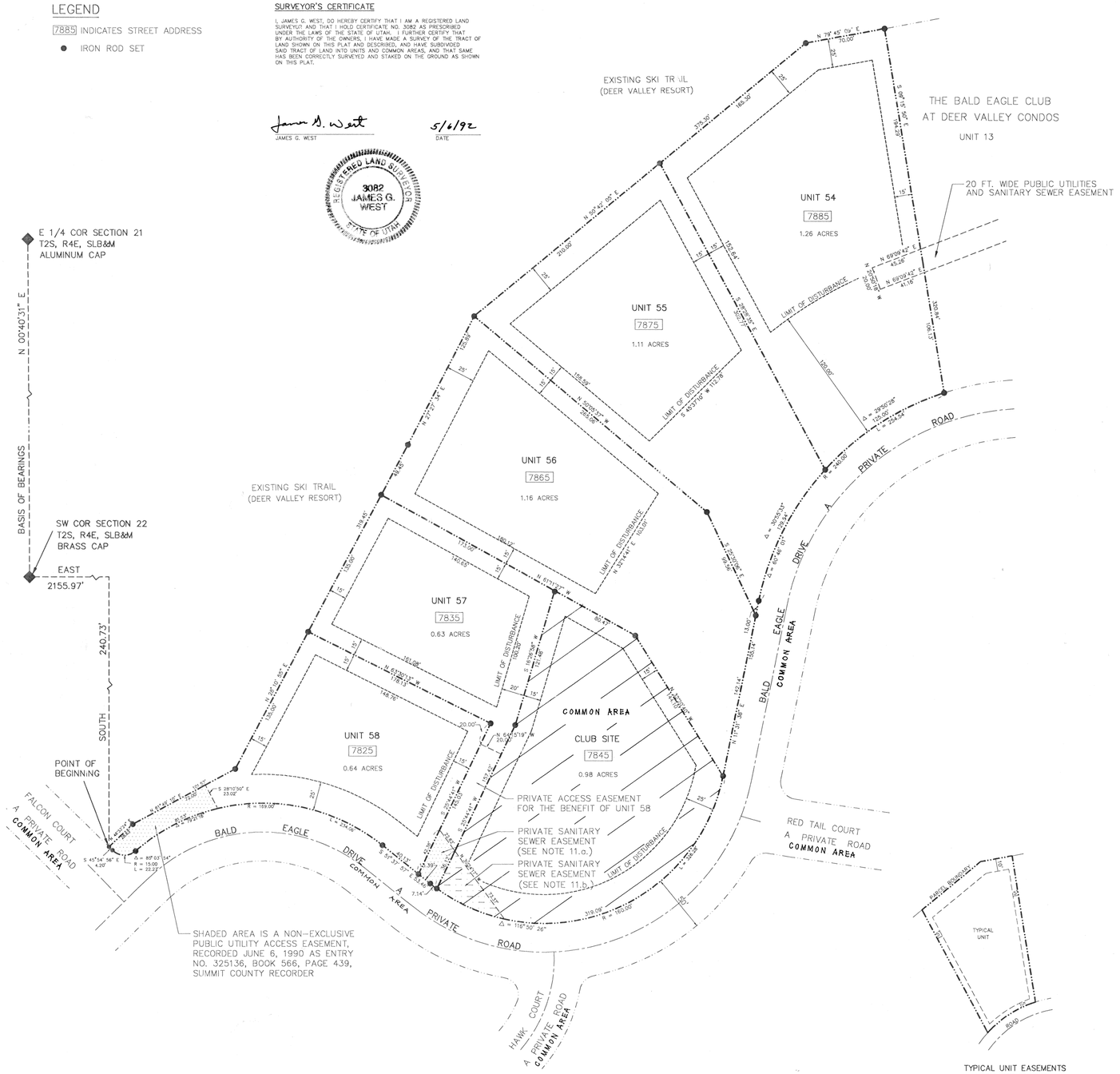
SURVEYOR'S CERTIFICATE

I, JAMES G. WEST, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO UNITS AND COMMON AREAS, AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

James G. West — 5/6/92

JAMES G. WEST — DATE

REGISTERED LAND SURVEYOR 3082 JAMES G. WEST STATE OF UTAH



TYPICAL UNIT EASEMENTS
(UNLESS NOTED OTHERWISE)
NTS

1" = 50'

DESCRIPTION

THE BALD EAGLE CLUB AT DEER VALLEY, EXPANSION AREA "A"

The Bald Eagle Club at Deer Valley, Expansion Area "A", located in Sections 22 and 27, Township 2 South, Range 4 East, Salt Lake Baseline and Meridian, Park City, Summit County, Utah, being more particularly described as follows:
Beginning at a point which is South 240.73 feet and East 2155.97 feet from the Southwest corner of said Section 22, said point lying on the Northerly boundary of Parcel D of An Expandable Condominium called The Bald Eagle Club at Deer Valley, said point also lying on the Northeasterly right-of-way line of Falcon Court, a private road; thence along said Northerly boundary line of Parcel D the following six courses:
N 46°33'24" E 28.63 feet;
thence N 61°49'10" E 101.57 feet;
thence N 28°10'55" E 319.45 feet;
thence N 27°27'34" E 125.89 feet;
thence N 50°42'05" E 375.30 feet;
thence N 79°45'09" E 70.00 feet to the Northwest corner of Unit 13, The Bald Eagle Club at Deer Valley; thence along the Westerly boundary of said Unit 13 S 09°15'50" E 320.84 feet to the Southwest corner of Unit 13, said point also lying on the Northerly right-of-way of Bald Eagle Drive, a private road and being on a 240.00 foot radius curve to the left (center bears S 17°42'21" E); thence along said right-of way the following five courses:
254.54 feet along the arc of said curve to the point of tangency;
thence S 11°31'38" W 155.14 feet to a point of curvature on a 160.00 foot radius curve to the right;
thence along the arc of said curve 326.28 feet to the point of tangency;
thence N 51°37'57" W 53.46 feet to a point of curvature on a 169.00 foot radius curve to the left;
thence 234.06 feet along the arc of said curve to a point on a 15.00 foot radius reverse curve to the right;
thence 22.27 feet along the arc of said reverse curve to the point of tangency;
thence N 45°54'56" W 4.20 feet to the point of beginning.

Containing 5.78 Acres, more or less.

OWNER'S CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT MARC DEVELOPMENT, INC. DOES HEREBY CERTIFY THAT THEY ARE THE FEE OWNER OF THE TRACT OF LAND DESCRIBED AND SHOWN HEREIN AND THEY HAVE CAUSED THIS RECORD OF SURVEY MAP TO BE PREPARED FOR A PROJECT TO BE KNOWN AS THE BALD EAGLE CLUB AT DEER VALLEY, AN EXPANDABLE CONDOMINIUM. WE HEREBY SUBMIT THE PROPERTY TO THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT AND GIVE CONSENT TO ITS RECORDATION FOR THE SAME.

IN WITNESS THEREOF, WE HAVE SET OUR SIGNATURE THE 7 DAY OF May, 1992.

MARC DEVELOPMENT, INC.
BY: Mark D. Kaplan
MARK D. KAPLAN, PRESIDENT

ACKNOWEDGEMENT

STATE OF IL
COUNTY OF Cook

ON THE 7th DAY OF May, 1992 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MARK KAPLAN, PRESIDENT OF MARC DEVELOPMENT, INC., WHO EXECUTED THE SAME FOR THE CORPORATION.

Lester E. Szmitko
NOTARY PUBLIC

RESIDING AT: 6654 Pinkney St. Long Grove, IL 60047

MY COMMISSION EXPIRES: 9/8/93

OFFICIAL SEAL
LESTER E. SZMITKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/8/93

NOTES

1. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENTS ALONG ALL SIDE UNIT LINES AS SHOWN, UNLESS NOTED OTHERWISE.
2. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL FRONT UNIT LINES AS SHOWN, UNLESS NOTED OTHERWISE.
3. 10.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL PARCEL BOUNDARY LINES AND REAR UNIT LINES.
4. ALL ROADS SHOWN ARE PRIVATE ROADS AND NON-EXCLUSIVE PUBLIC UTILITY AND DRAINAGE EASEMENTS. IT IS ANTICIPATED AT THE TIME OF RECORDING THAT PARK CITY, SUMMIT COUNTY AND WASATCH COUNTY DO NOT AND WILL NEVER HAVE ANY RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE OR EVENTUAL REPLACEMENT OF THE ROADS, BRIDGES OR TUNNEL WITHIN THIS CONDOMINIUM OR ANY EXPANSIONS THEREOF. UNIT PURCHASERS ARE CAUTIONED TO BE FULLY AWARE OF THE MAINTENANCE COVENANT AND CONDOMINIUM DECLARATION RECORDED CONCURRENTLY WITH THIS CONDOMINIUM PLAT.
5. THE OWNER HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT AND PARK CITY FIRE PROTECTION DISTRICT NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS, SANITARY SEWER EASEMENTS (S.B.S.I.D. ONLY) AND PRIVATE ROADS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND DOES FURTHER DEDICATE INGRESS AND EGRESS FOR PERPETUAL USE BY EMERGENCY AND UTILITY VEHICLES OVER THE COMMON AREAS AND PRIVATE ROADS.
6. LIMITS OF DISTURBANCE REPRESENT THE BOUNDARY IN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINT IS ESTABLISHED, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOTPRINT CAN SHIFT WITHIN THE LIMITS OF DISTURBANCE. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
NO TREE CUTTING FOR THE PURPOSE OF PROVIDING VIEW CORRIDORS SHALL BE PERMITTED.
7. ACCESS TO THE BUILDING FOOTPRINT SHALL BE NO WIDER THAN 14 FEET, AND THE ASSOCIATED LIMITS OF CUT AND FILL SLOPES SHALL BE THE STEEPEST SLOPES APPROVED BY THE GEOTECHNICAL REPORTS. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
8. LIMITS OF DISTURBANCE FOR ALL UTILITY CONSTRUCTION INTO EACH UNIT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
9. ADDITIONAL TREE AND NATURAL FEATURE PROTECTION, AS DEPICTED ON THE SITE PLAN, BALD EAGLE CLUB EXPANSION AREA "A", DATED MARCH 17, 1992, SHALL BE REQUIRED AT THE TIME OF INDIVIDUAL UNIT SITE APPROVALS.
10. THE OWNER HEREBY DEDICATES TWO PRIVATE SANITARY SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING PRIVATE SANITARY SEWER LATERALS AS FOLLOWS:
a. PRIVATE SANITARY SEWER EASEMENT ACROSS UNIT 57 FOR THE BENEFIT OF UNIT 58.
b. PRIVATE SANITARY SEWER EASEMENT ACROSS THE CLUB SITE FOR THE BENEFIT OF UNITS 57 AND 54.
11. MAXIMUM HOUSE SIZE IS 10,000 SQUARE FEET, GROSS, PLUS AN ADDITIONAL 600 SQUARE FEET FOR A GARAGE. GARAGES LARGER THAN 600 SQUARE FEET SHALL HAVE THE ADDITIONAL SQUARE FOOTAGE TAKEN OUT OF THE MAXIMUM PERMITTED FOR THE HOUSE.
12. THE TWO EMPLOYEE HOUSING UNITS SHALL NOT BE CONDOMINIUMIZED OR SOLD SEPARATELY.
13. CLUB SITE LIMITS OF DISTURBANCE MAY SHIFT TO ACCOMMODATE PARKING AND EXISTING VEGETATION. THIS MAY INCLUDE EXPANSION OF EXISTING LIMITS, WHICH SHALL BE OFFSET BY SHIFTS IN OTHER AREAS TO PRESERVE AND PROTECT SIGNIFICANT EXISTING VEGETATION.

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 8TH DAY OF MAY, 1992.

Eric W. DeHaan PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THE 11th DAY OF May, 1992.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 11th DAY OF May, 1992.

CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL ON THIS 17TH DAY OF APRIL, 1992; AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

MAYOR — CITY RECORDER

SUMMIT COUNTY UTAH CORPORATE SEAL MARCH 1, 1861

RECORDED

RECORDED AND FILED AT THE REQUEST OF: High Country Title
NO. 358861
STATE Utah
COUNTY Summit
DATE 05-12-92
TIME 3:00 PM
FILING FEE 22.50

COUNTY RECORDER

Sno-engineering, Inc.
The Resort Planners
P.O. BOX 1726 PARK CITY, UTAH 84060
801-649-4777

SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY

LOCATED IN SECTIONS 22 AND 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASELINE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PLAT AMENDMENT
7875 Bald Eagle Drive
Park City, UT 84060

Unit 55 of the "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley."

03/31/2023
Project Description
The landowners of 7875 Bald Eagle Drive, Park City, Utah wish to modify the Platted Building Envelope. A portion of the then-approved house is currently outside of the Plat of Record Building Envelope. The revised building envelope will have the same Square Footage as on the original Bald Eagle 2nd Amended plat of record.

GOOD CAUSE: This Plat Amendment will bring the property into compliance.

- The revised LOD is compliant with the RD zone requirements.
- The revised LOD is consistent with the pattern of development in this neighborhood.
- The revised LOD will not disturb an increased area not previously allowed.
- Similar situations of this exact nature are being addressed currently through Park City Planning. (Unit 9, for example.)

OTHER DETAILS

- No boundaries along the side lot lines or road frontages are changing.
- No physical or platted roadways or easements will be affected or vacated.
- The original and revised Limits of Development (LOD) are 21,285 square feet. No net change.
- The built homes on the adjacent properties will not be negatively affected.

HISTORY

- The "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley" subdivision was recorded 05/12/1992.
- There is an existing home on the property (Built in approximately 1994-1996)
- The existing house, including the location of it on the lot, was approved by Park City Building Department in 1994. The Site & Grading Plan clearly shows a portion of the home outside of the platted Building Envelope.
- Gary Francis, the architect for the original house on Unit 55, states in an email dated 02/21/2023, to Martina Nelson of Park City Surveying:

  "The Architectural Committee (Bob Wells) was given (sole) discretion for shifting the Building Envelope, particularly for reasons of preserving native trees. In the attached preliminary (not as-built necessarily) Site Plan shows areas of existing trees that were

preserved, and the complex footprint that purposely worked its way around these native trees. Although there is no formal "trade-off" shift represented graphically in the Building Envelope, it looks reasonable that the footprint expansion beyond the original BE is less than those areas vacated for native tree protection, as well as the self-imposed setback saving the native tree buffer along the ski run to soften the scale of the home. Again, the primary purpose for the complex shape of the footprint was in acknowledgement of native site amenities.
(See email, attached as part of this document.)

- Sometime after the home was built, there was a remodel of the Master Bedroom area. No additional building footprint on the ground was added.

Park City Surveying

Martina Nelson <martina@pcsurveying.com>

RE: Bald Eagle Unit 9 - Perrin/Gomez Home

Gary Francis <gary@gfarchitect.com> Tue, Feb 21, 2023 at 1:15 PM
To: Martina Nelson <martina@pcsurveying.com>, Paul Schlachter <paul@apollo-designstudio.com>
Cc: CJ Christensen <cj@apollo-designstudio.com>

Hi All,

My recollection is that Bald Eagle originally had these lots platted for condos, but realized later that there was a much higher demand for upscale single-family. Bob Wells, who passed away a few years ago, was the man in charge of everything related to DV Real Estate and we worked with Bob extensively on this and all other DV properties. I don't find correspondence archived, however.

That said, I see on Plat Amendment 2, Notes 6 and 13, that the Architectural Committee (Bob Wells) is given (sole) discretion for shifting the Building Envelope, particularly for reasons of preserving native trees. In the attached preliminary (not as-built necessarily) Site Plan shows areas of existing trees that were preserved, and the complex footprint that purposely worked it's way around these native trees. Although there is no formal "trade-off" shift represented graphically in the Building Envelope, it looks reasonable that the footprint expansion beyond the original BE is less than those areas vacated for native tree protection, as well as the self-imposed setback saving the native tree buffer along the ski run to soften the scale of the home. Again, the primary purpose for the complex shape of the footprint was in acknowledgement of native site amenities.

I hope this helps.

Thanks,

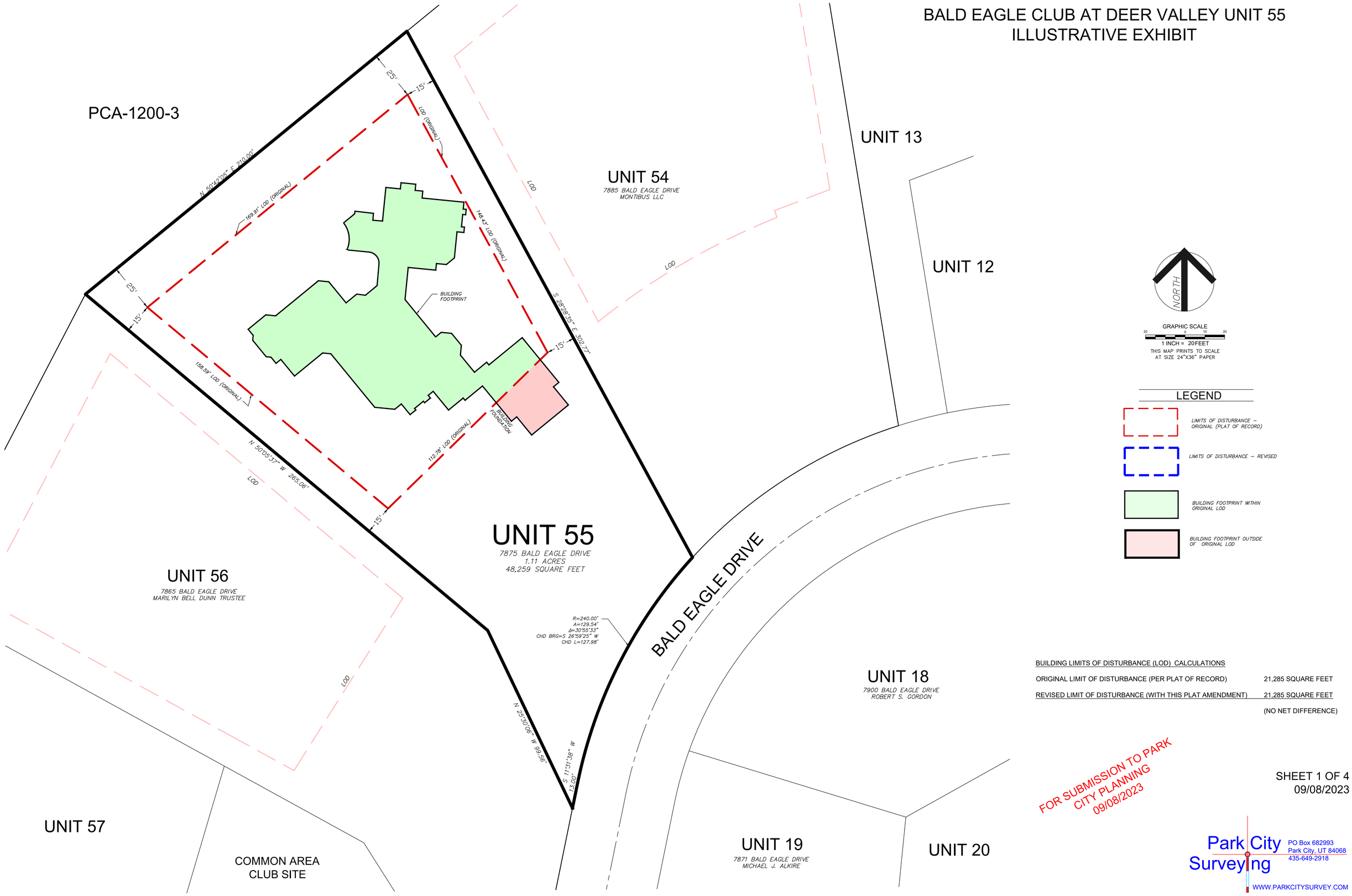
Gary Francis

435-655-5508 Cell

gary@gfarchitect.com

Note from Martina Nelson of Park City Surveying.
In Gary Francis' email above, he refers to Note 6 & 13.
While Plat Note 6 seems to apply, Plat Note 13 applies to the Clubhouse Parcel.

BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

- LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)
- LIMITS OF DISTURBANCE – REVISED
- BUILDING FOOTPRINT WITHIN ORIGINAL LOD
- BUILDING FOOTPRINT OUTSIDE OF ORIGINAL LOD

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

FOR SUBMISSION TO PARK CITY PLANNING 09/08/2023

SHEET 1 OF 4
09/08/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

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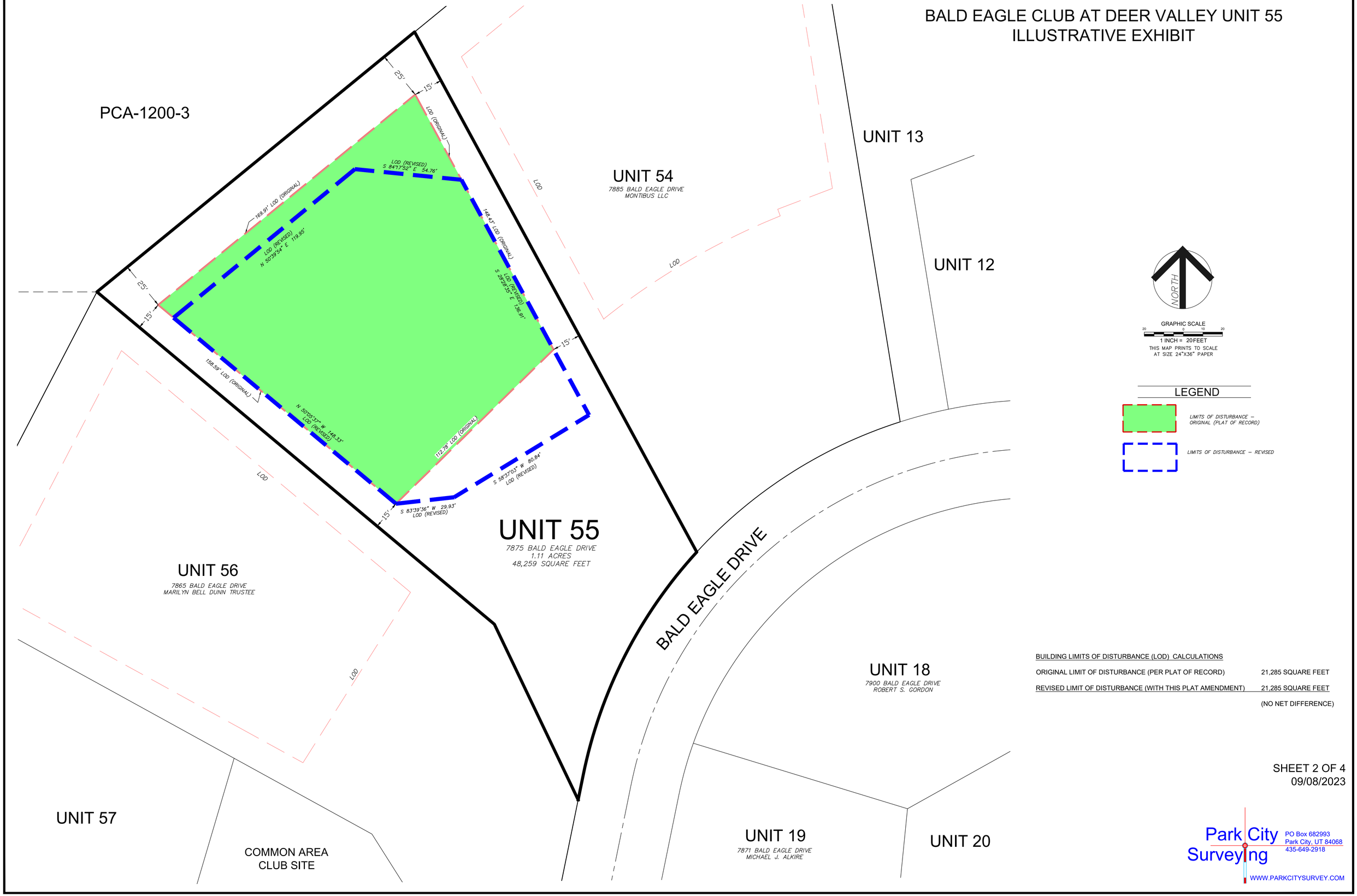
BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 2 OF 4
09/08/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

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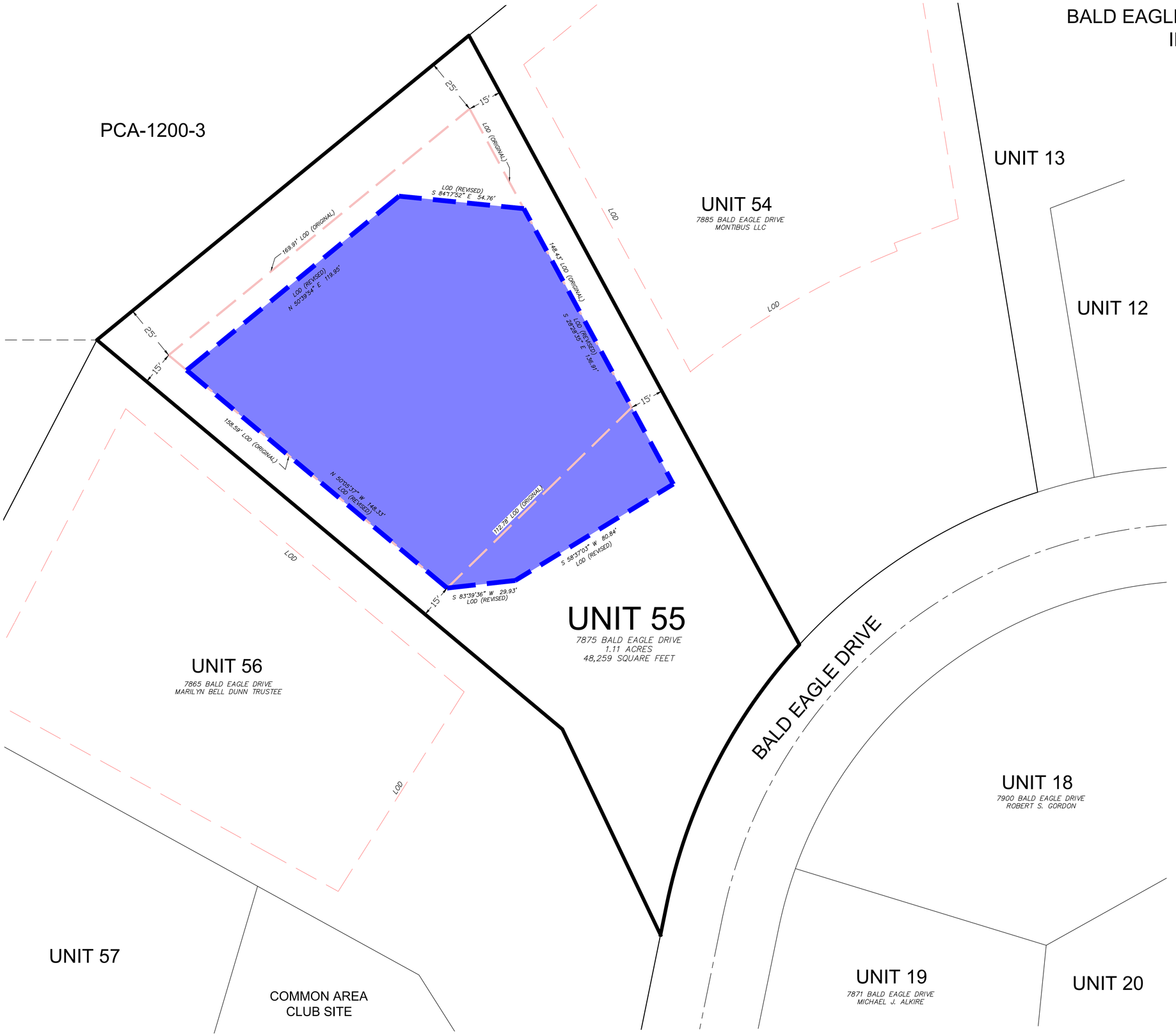
BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



GRAPHIC SCALE

20 0 10 20

1 INCH = 20 FEET

THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 3 OF 4
09/08/2023

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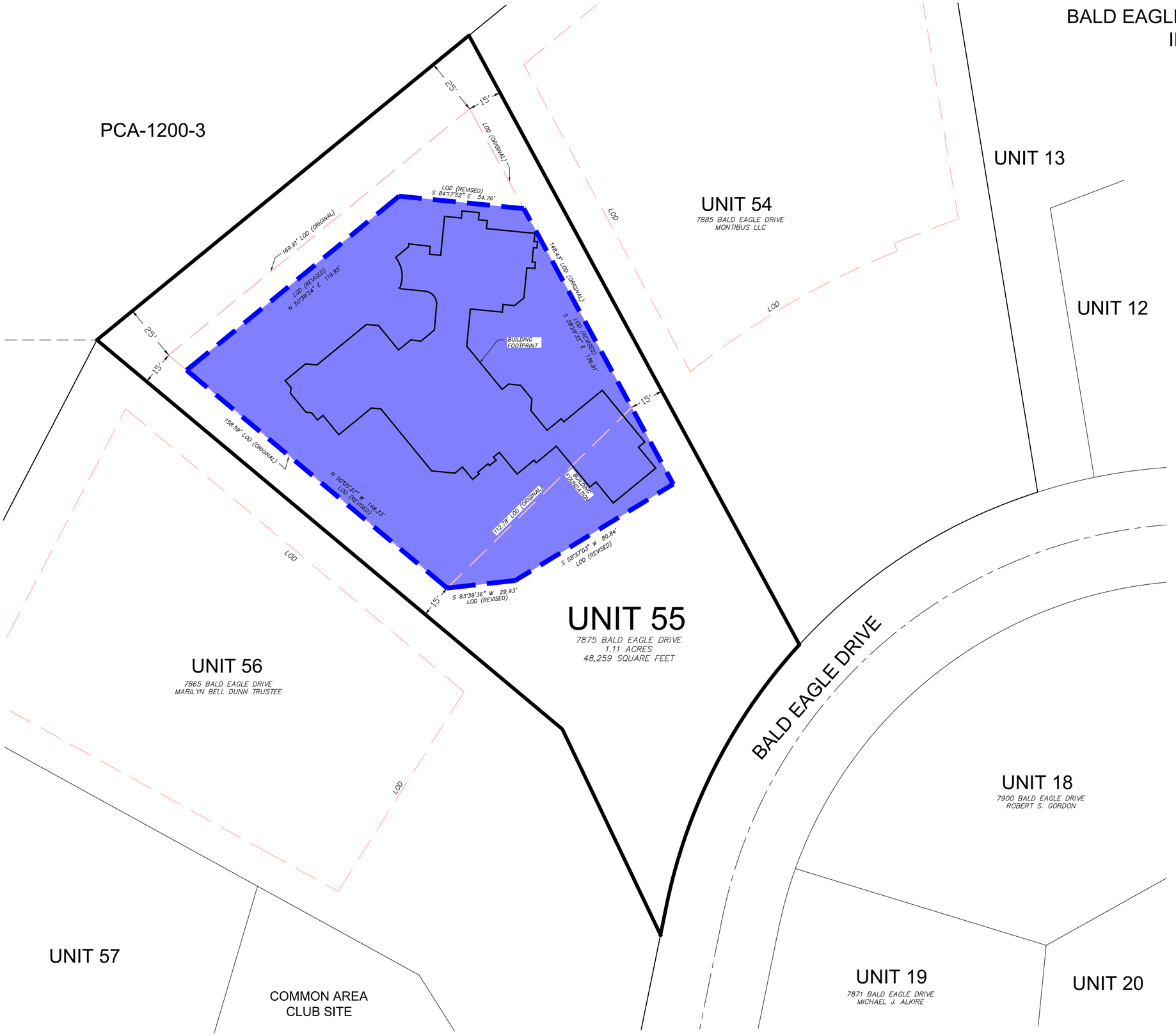
BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



NORTH

GRAPHIC SCALE

20 0 10 20

1 INCH = 20 FEET

THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 4 OF 4
09/08/2023

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Park City Surveying
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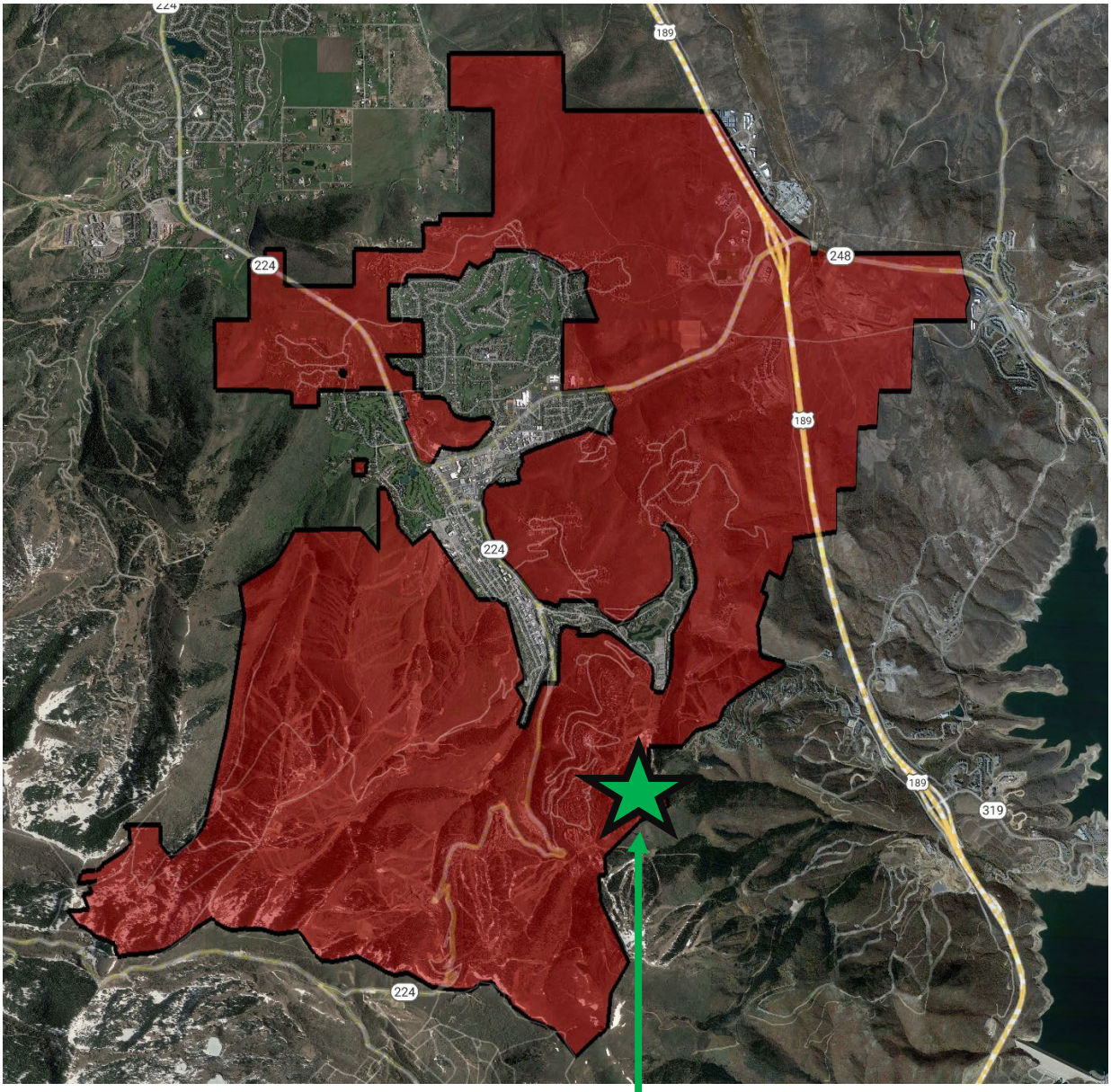
(435)649-2918
(435)649-4637 fax

Park City Municipal's Sensitive Lands Overlay
Municipal code 15-2.21-3



Source for this KML: Park City Municipal GIS staff.

Park City Surveying
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Chapter 2.21.3 Sensitive Lands Overlay Zone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A. Require dedicated open space in aesthetically and environmentally sensitive Areas

B. Encourage preservation of large expanses of open space and wildlife habitat

C. Cluster development while allowing a reasonable use of property

D. Prohibit development on ridge line areas, steep slopes, and wetlands

E. Protect and preserve Environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

1. SENSITIVE LAND ANALYSIS

Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

2. APPLICATION OF OVERLAY ZONE REGULATIONS

Regulatory standards apply to the type of sensitive land delineated.

3. SITE DEVELOPMENT SUITABILITY DETERMINATION

Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

4. HARDSHIP RELIEF

If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

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SENSITIVE LAND ANALYSIS:

1. Visual Assessment

A visual assessment of the Property from Vantage Points designated by the Planning Department and identified by the Applicant with latitude and longitude coordinates, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.

2. Slope/Topographic Map

A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

3. For properties with steep slopes or with very steep slopes within fifty feet (50') of the property, the following are also required:

SOIL INVESTIGATION REPORT. A soil investigation report, including but not limited to shrink-swell potential water table elevation, general soil classification and suitability for Development, erosion potential, hazardous material analysis, and potential frost action. The soils report shall indicate whether the property is 1) within the Prospector Soils Ordinance area and 2) within a Point Source water protection zone.

GEOTECHNICAL REPORT. A geotechnical report which must include the location of major geographic and geologic features, the depth of bedrock, structural features, folds, fractures, etc., and potential land slide and other high-hazard Areas such as mine shafts and avalanche paths.

ADDITIONAL SLOPE INFORMATION. A Slope/topographic map depicting contours at an interval of two feet (2').

4. Ridge Line Area

A map depicting all crests of hills and ridge line areas.

5. Vegetative Cover

A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.

The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

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6. Designated Entry Corridors and Vantage Points

Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

7. Wetlands

A map delineating all wetlands established by using the 1987 Federal Manual for identifying and Delineating Jurisdictional Wetlands, as amended. See Section 15-2.21-6.

8. Stream Corridors, Canals, and Irrigation Ditches

A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

9. Wildlife Habitat Areas

A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

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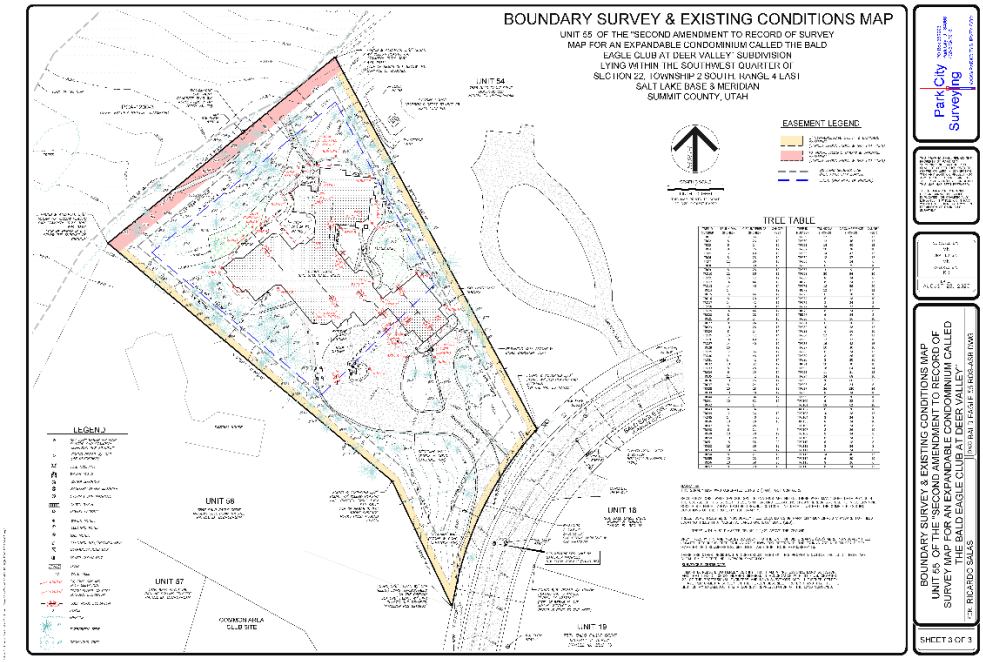
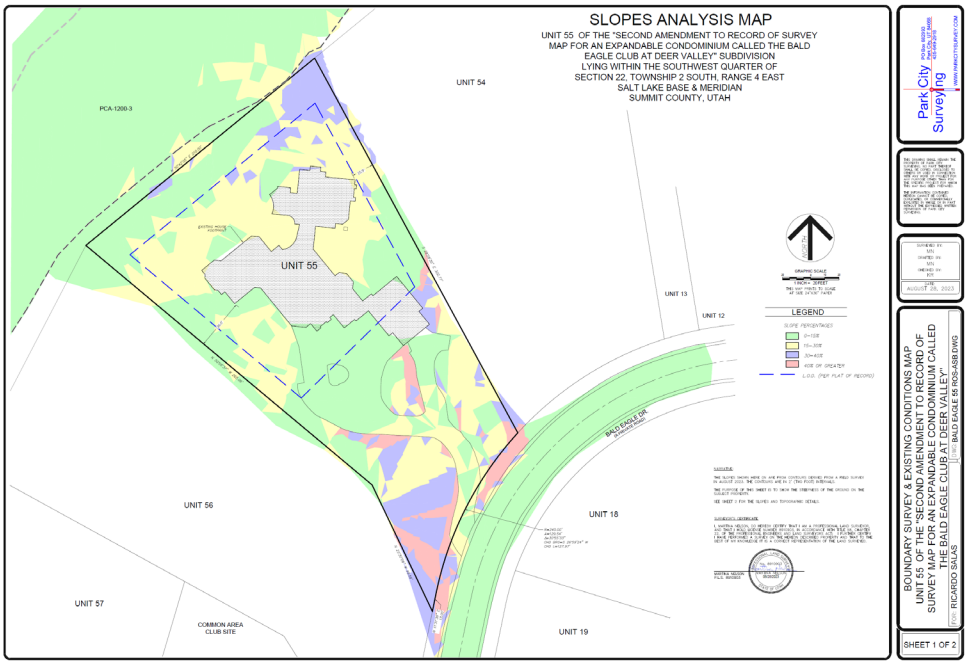
2a. BOUNDARY SURVEY & EXISTING CONDITIONS Map dated August 28, 2023. This is page 3 of the 3-page survey.



2b. SLOPES ANALYSIS MAP dated 08/28/2023. (Two-foot contours)



See attached Appendix 1a & 1b for full maps.

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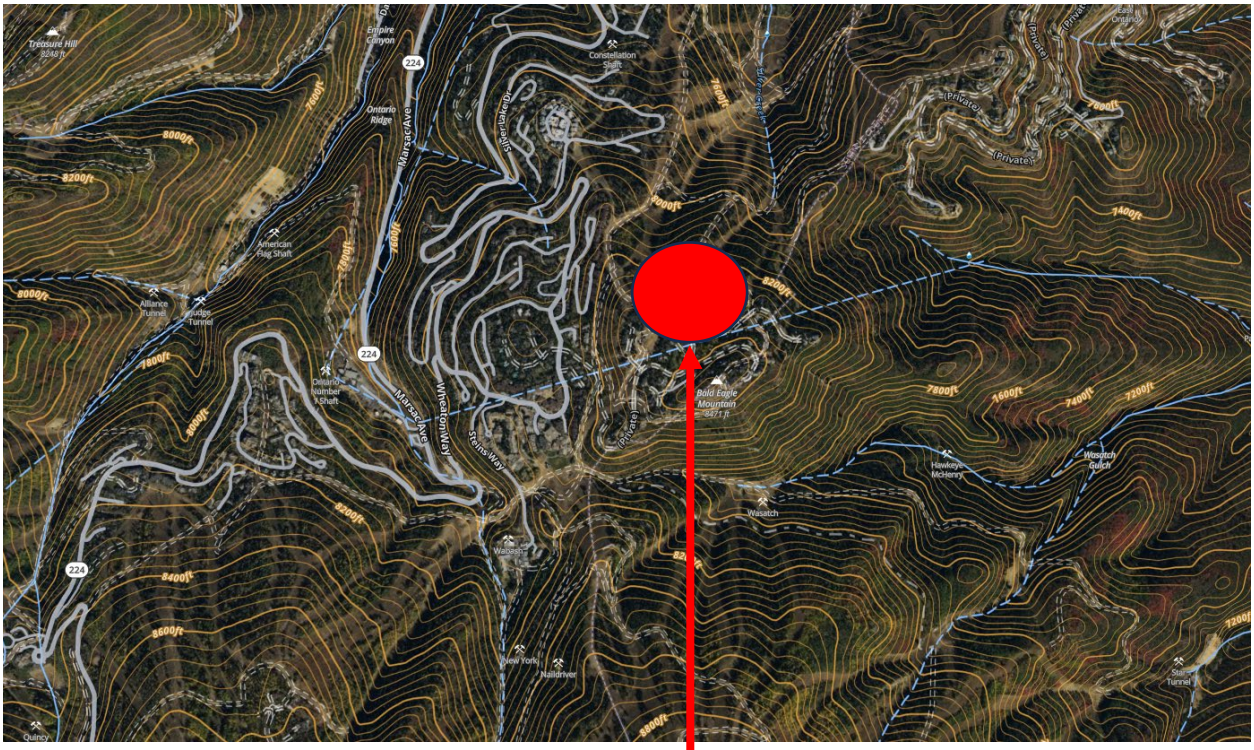
2. RIDGE LINE AREA

A field survey was performed in August 2023, and found the subject property exists between 8360 feet and 8380 feet, N.A.V.D. 88 datum. (This is the most current Federal government elevation datum.)

This property exists near a ridge line. Bald Eagle Mountain is approximately 8471'
Source: https://raster.utah.gov/

The thin, blue dashed lines represent creeks/drainages on this map.



Source: https://webmap.onxmaps.com/hunt/map#14.24/40.62513/-111.48192
09/07/2023

Park City Surveying
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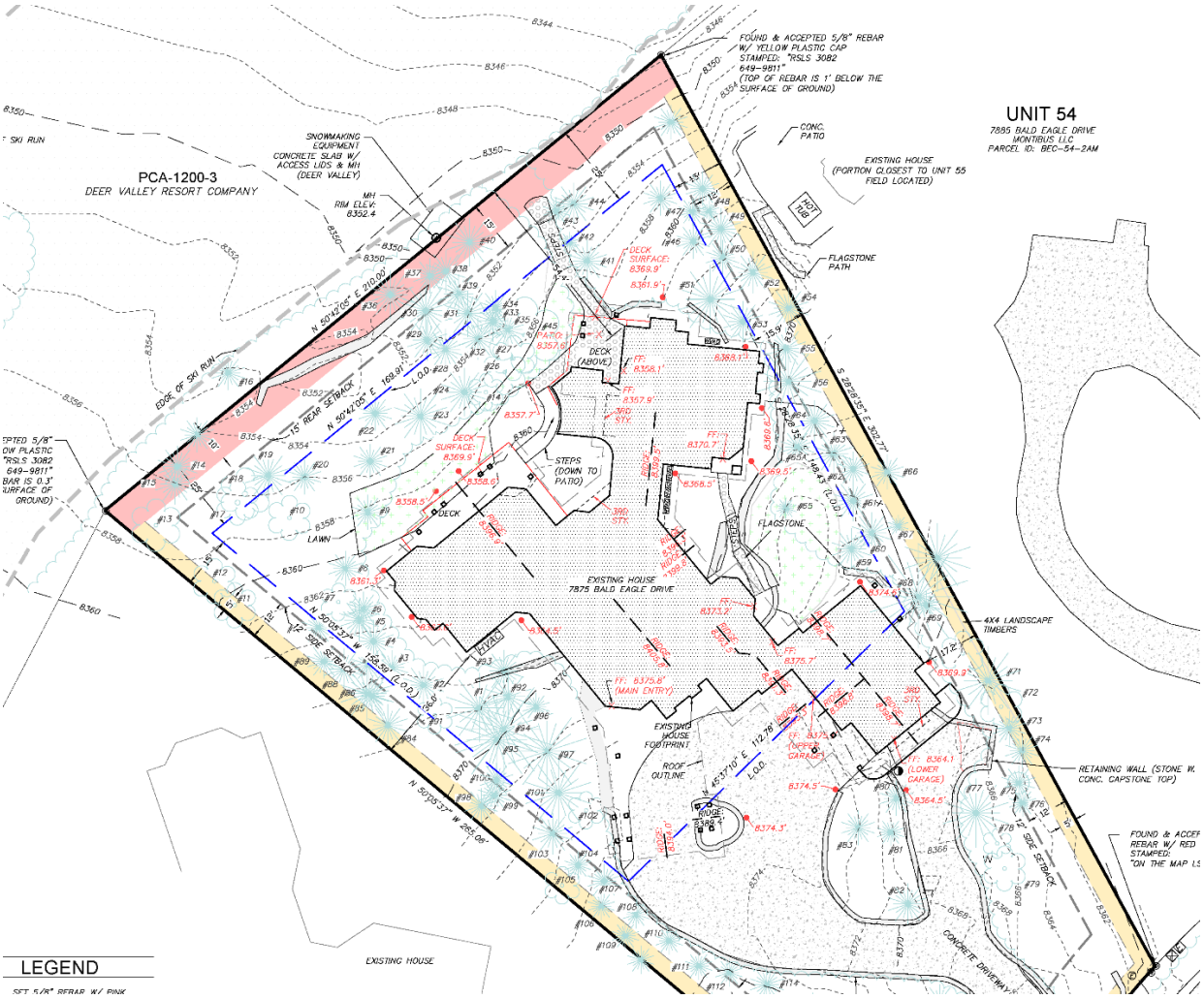
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

3. VEGETATIVE COVER

This property is heavily populated with deciduous and coniferous trees.

- Park City Surveying did an extensive field survey, physically locating individual trees within and adjacent to the Limits of Development shown on the existing Bald Eagle 2nd Amended Plat of record. The method used was per Park City Municipal standard for SLO work, trees with a trunk of 6 inches or larger, measured at 4 ½ above the ground.
- LMC 15-1-1 Definitions, definition:
  SIGNIFICANT VEGETATION. Includes all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.
- Sheet 3 of 3 of the Existing Conditions Survey shows the tree locations.
- See accompanying Arborist Report for details.



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4. DESIGNATED ENTRY CORRIDORS AND VANTAGE POINTS

Not Applicable.

This property is not near any of the designated Park City Municipal vantage points, including:

-McPolin Barn (3000 S.R. 224)
-Park City School District Campus
-Intersection of Main Street and Heber Avenue
-Park City Ski Area Base
-Snow Park Lodge
-Intersection of Thaynes Canyon Drive and S.R. 224/Park Avenue
-Park Meadows Golf Course Clubhouse
-S.R. 248 at the turn-out one quarter mile west from HWY 40
-S.R. 224, one-half mile south of the intersection with Ute Boulevard
-The intersection of S.R. 224 and Holiday Ranch Loop Road
-The intersection of Queen Esther Drive and Deer Valley Drive
-City Hall (445 Marsac Avenue)
-The roundabout at the Park City Hospital (900 Round Valley Drive)
-The intersection of the Rail Trail and Richardson Flat Road
-Additional Vantage Points established on a case-by-case basis for evaluation of project impacts on designated Ridge Line Areas

Source: LMC 15-2.21-3 (6)

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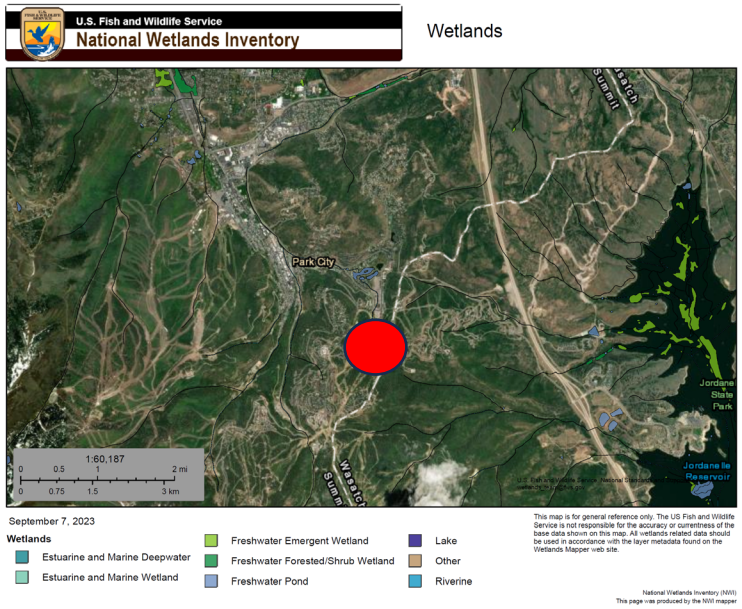
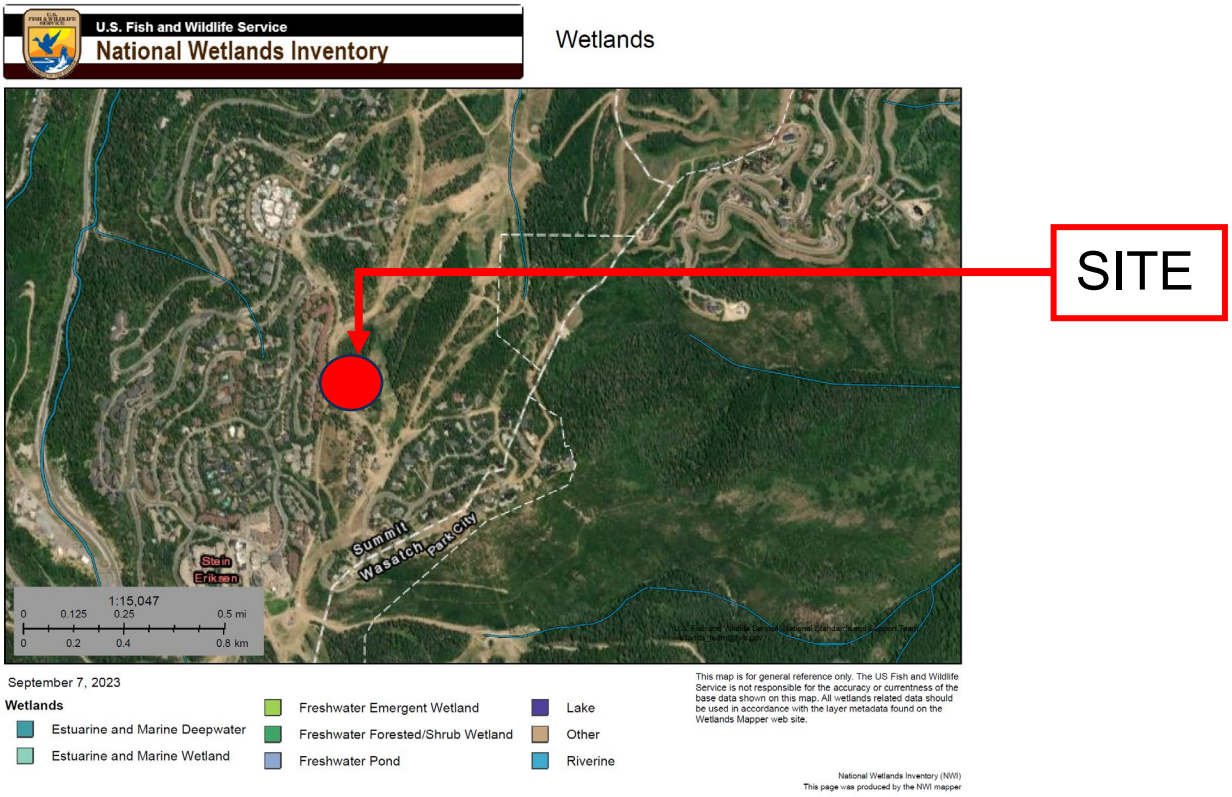
5. WETLANDS

This property contains no known wetlands, using the US Fish & Wildlife's Wetlands Mapper tool. These maps are not official water delineation maps and are specifically used as a visual aide to assess whether the subject property is affected by any designated wetlands.





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6. STREAM CORRIDORS, CANALS, AND IRRIGATION DITCHES

See Wetland maps (previous page).

Subject property is not affected by any designated streams, canals, or irrigation ditches.

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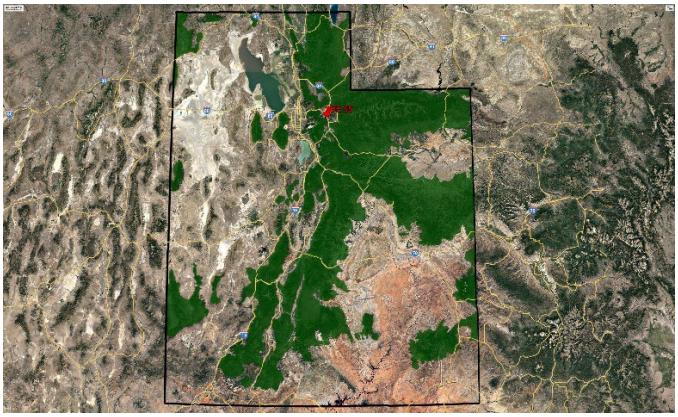
7. WILDLIFE HABITAT AREAS

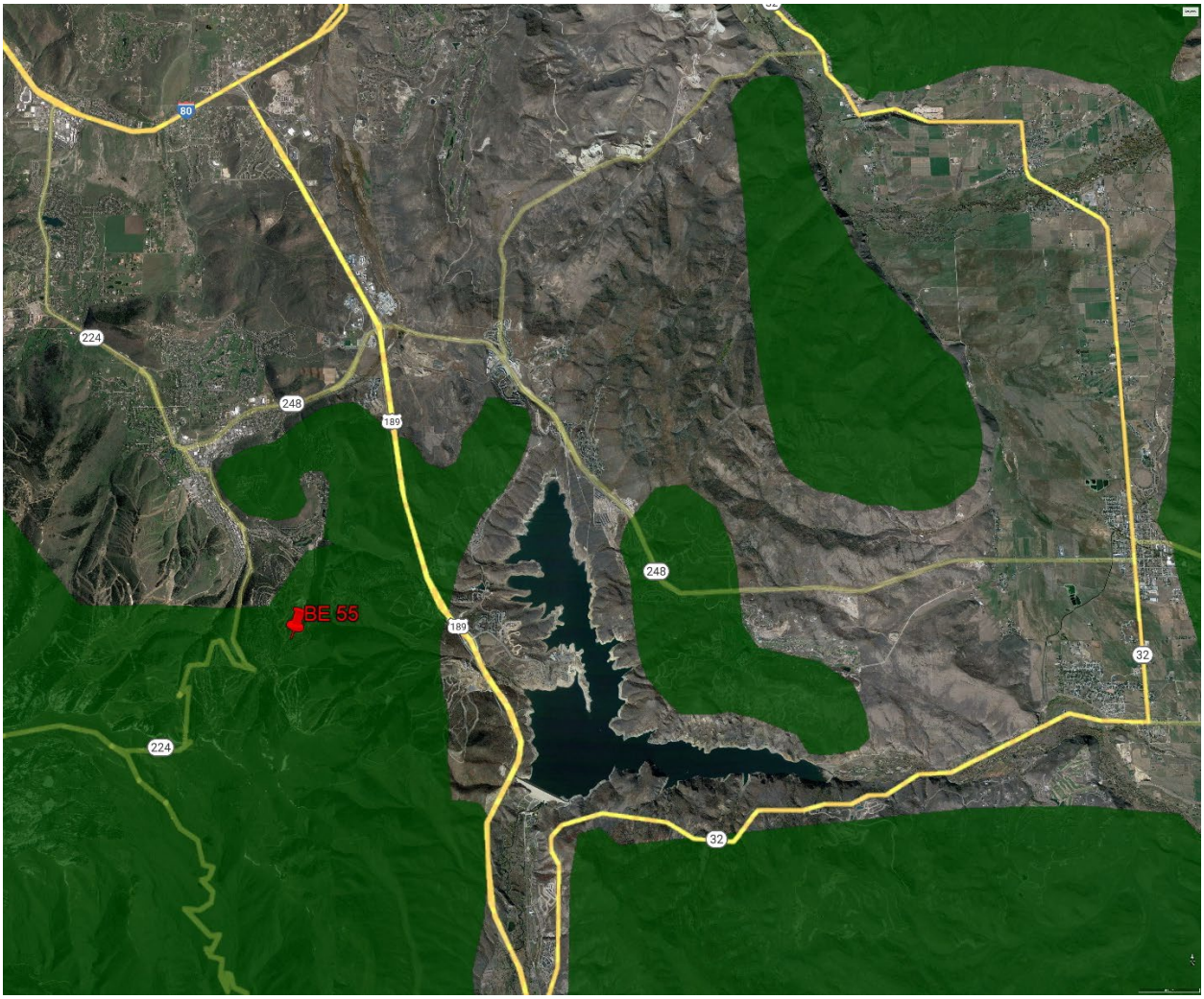
Source: https://dwr-data-utahdnr.hub.arcgis.com/

7.1 ELK HABITAT



A representation of Rocky Mountain elk current distribution, season of habitat use, and habitat value.

Rocky Mountain elk distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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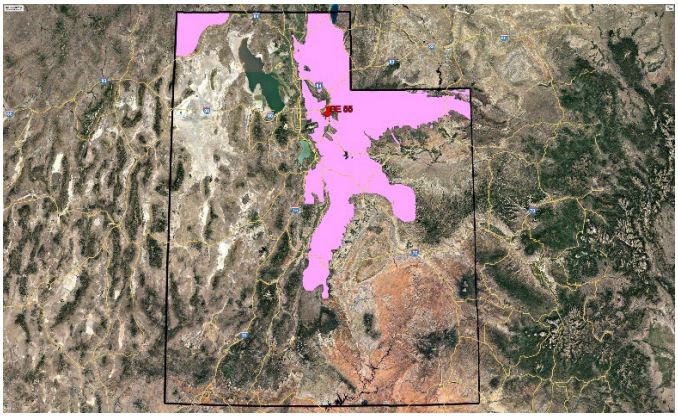
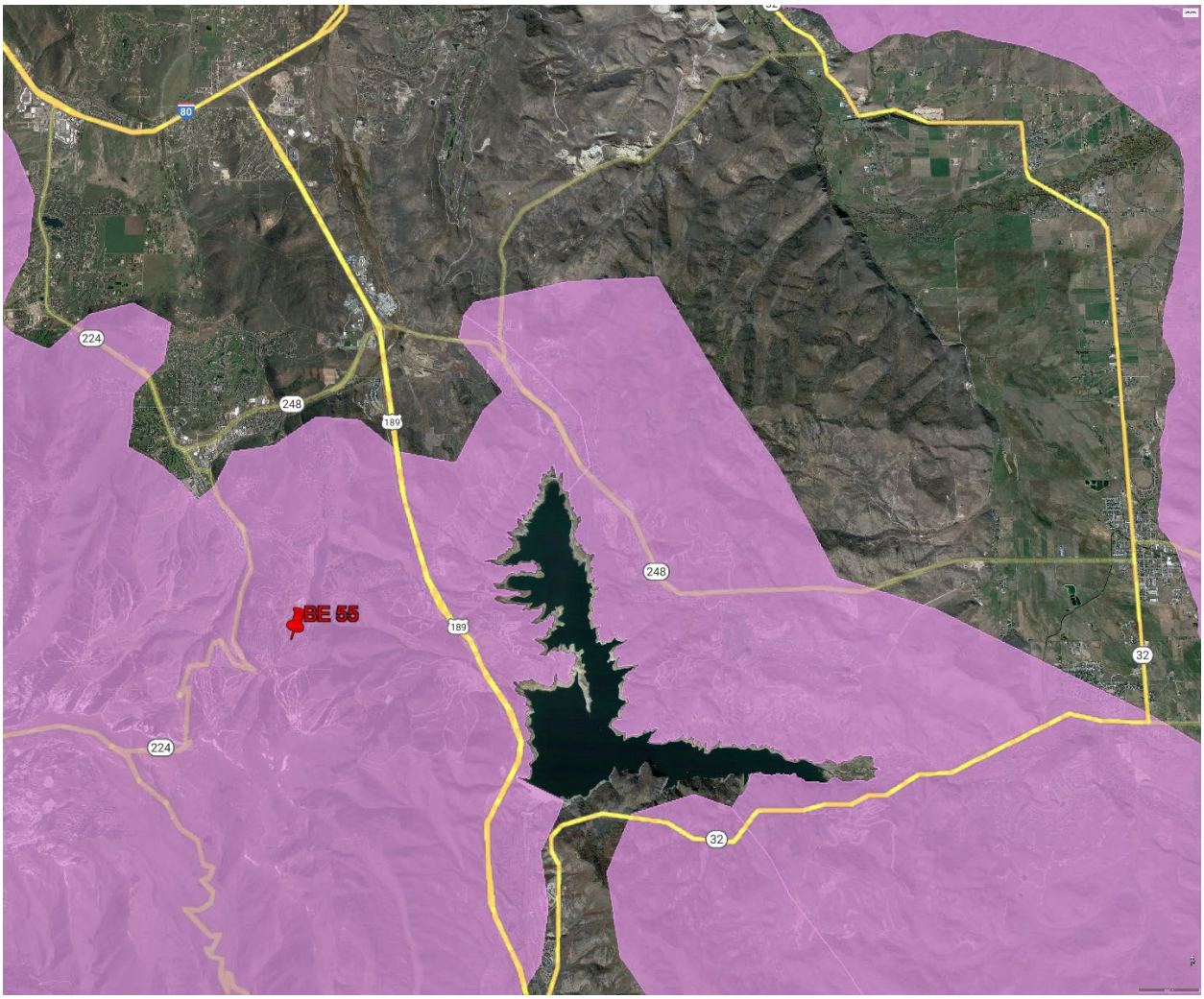
7.2 MOOSE HABITAT



A representation of moose current distribution, season of habitat use, and habitat value.

Moose distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data and reporting.



Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
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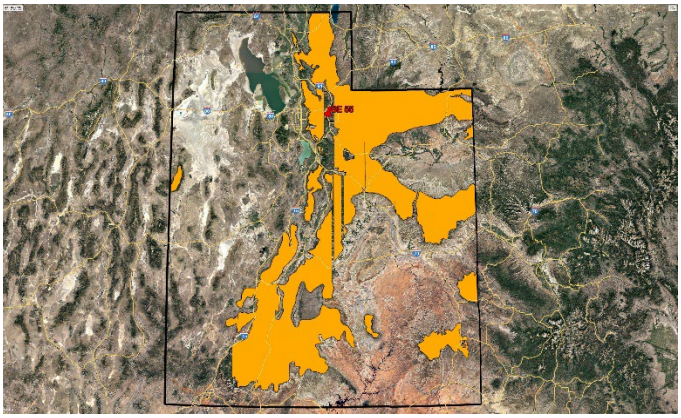
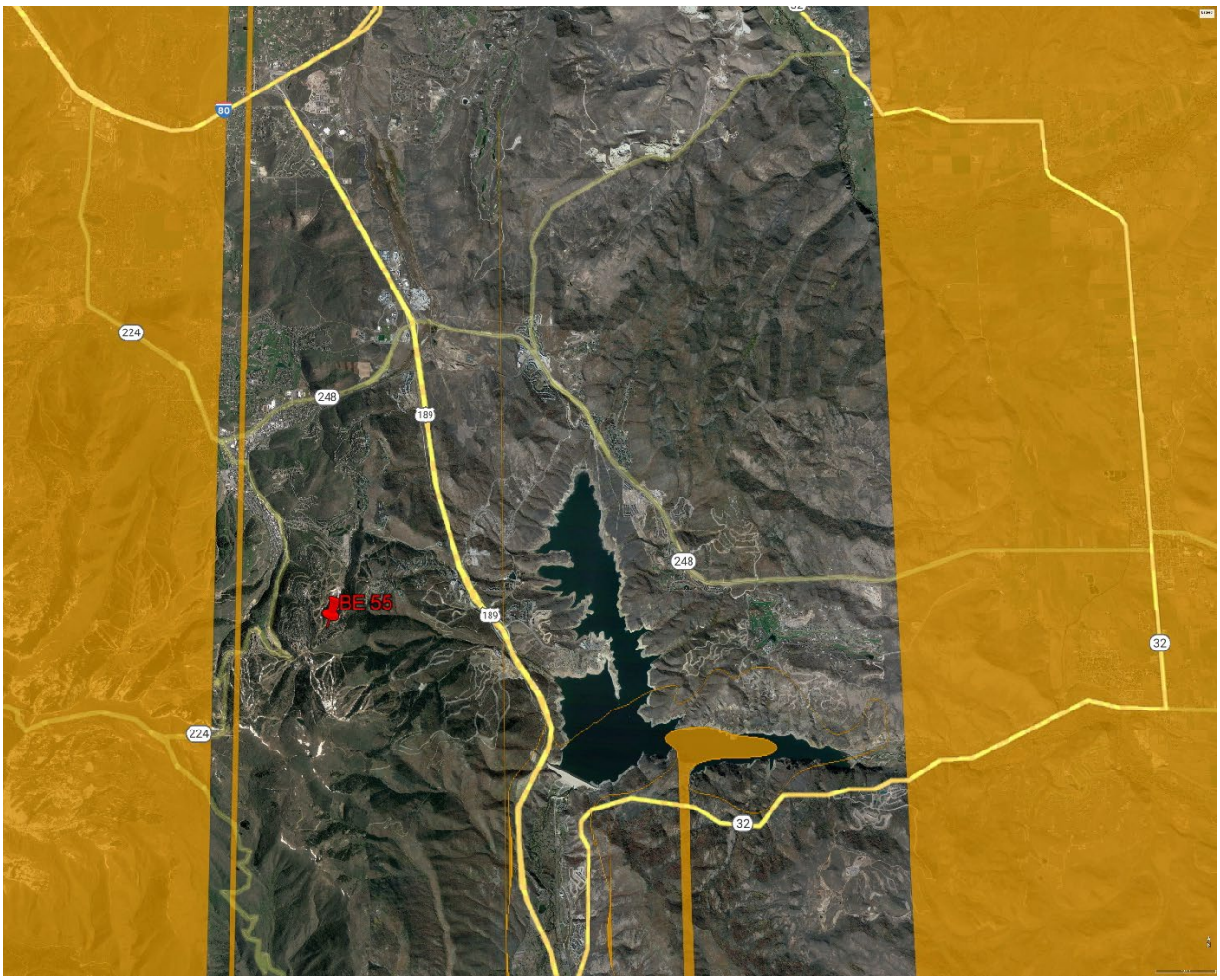
7.3 BLACK BEAR HABITAT



A representation of black bear current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Black bear distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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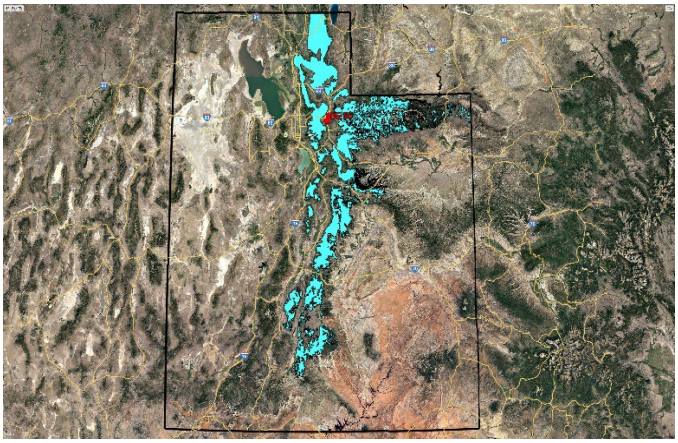
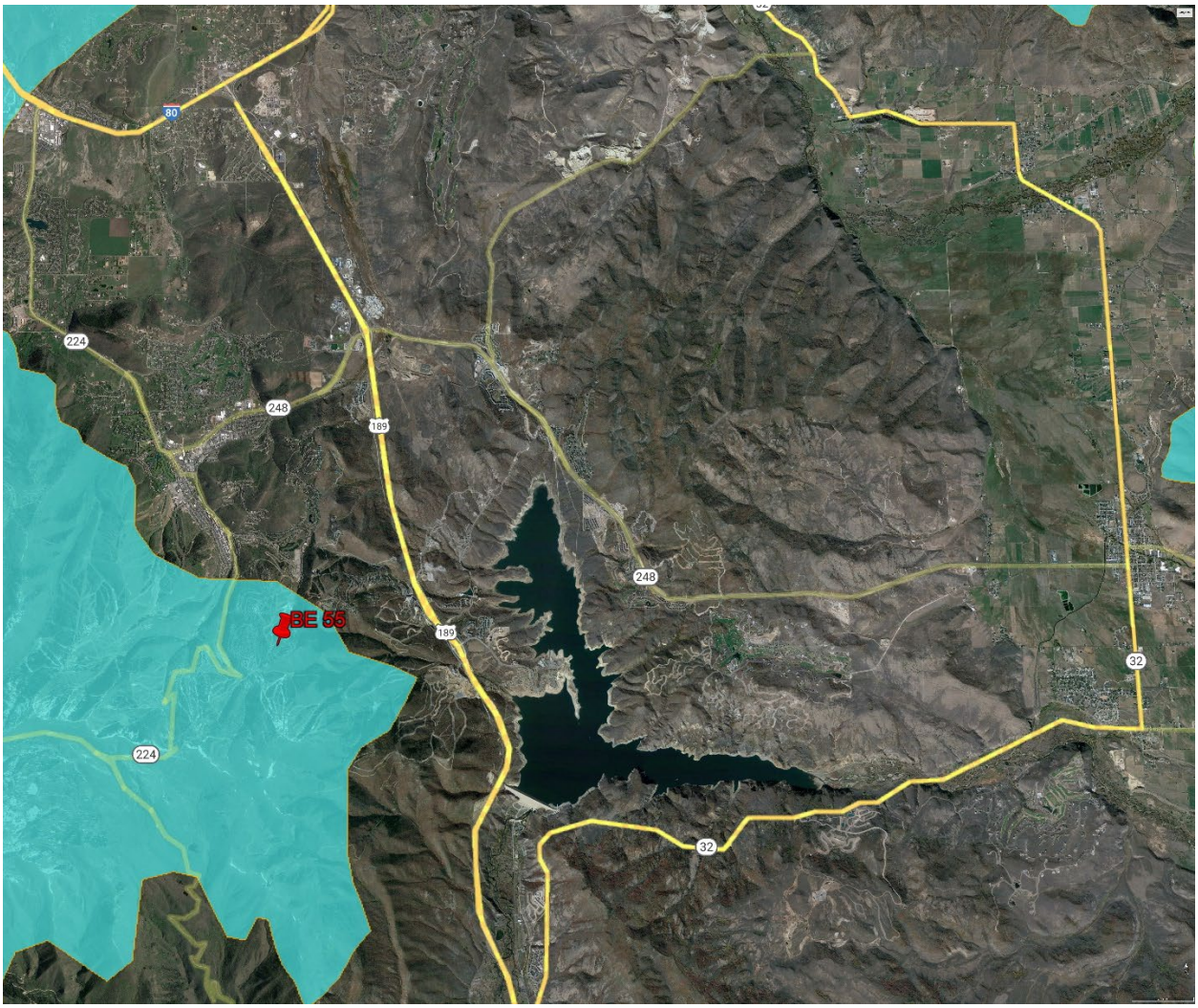
7.4 SNOWSHOE HARE HABITAT



A representation of snowshoe hare current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Snowshoe hare distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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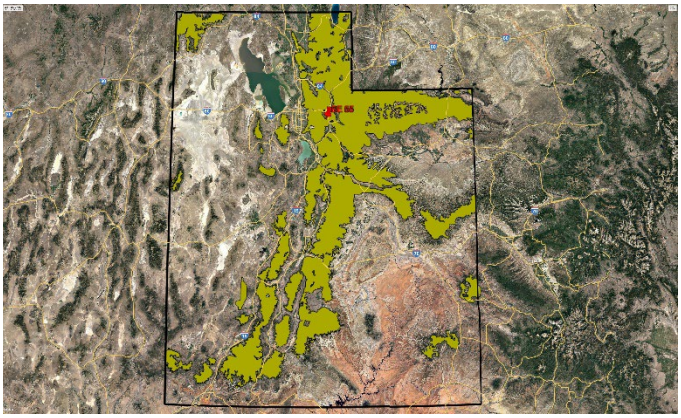
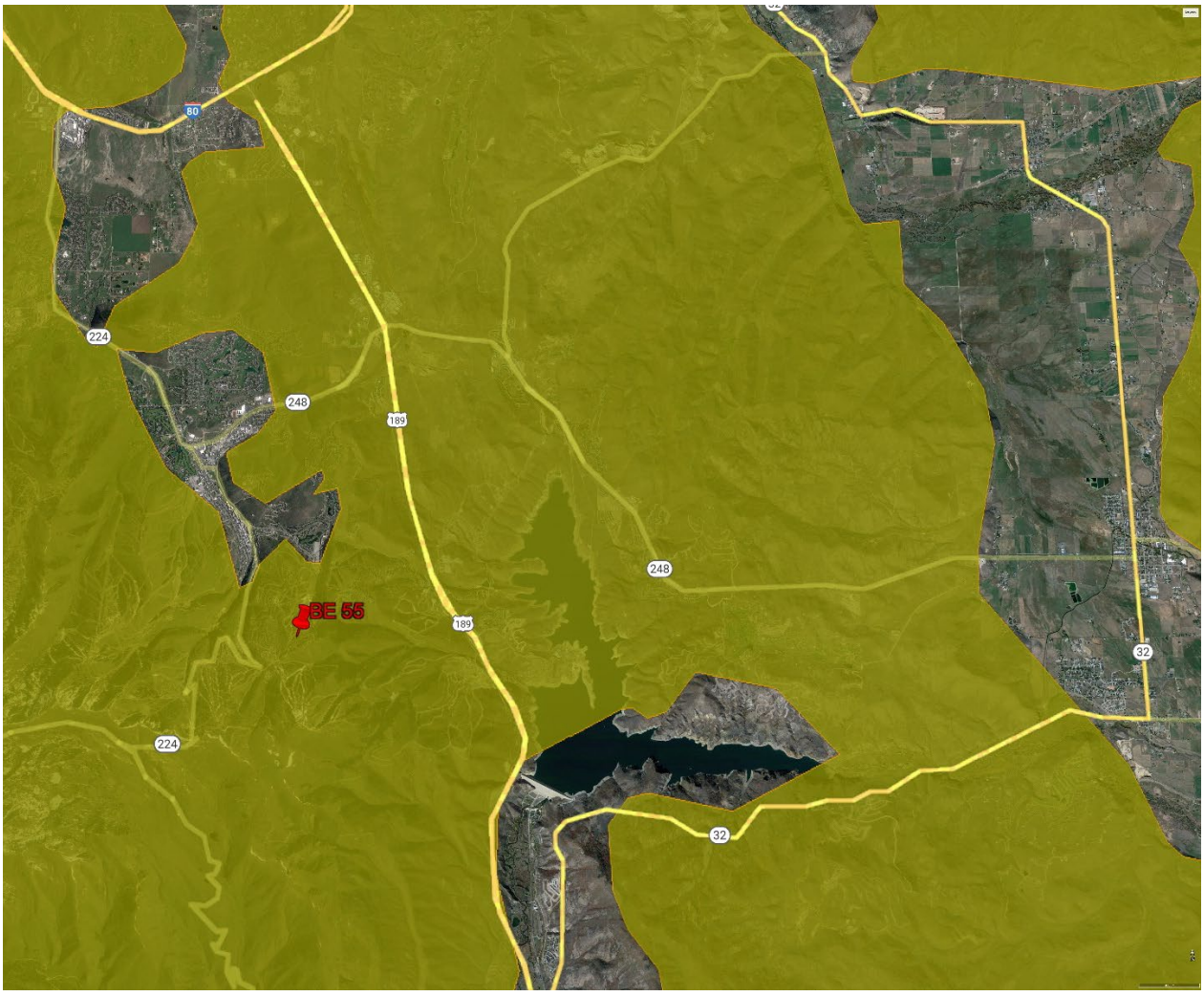
7.5 DUSKY GROUSE HABITAT



A representation of dusky grouse current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Dusky grouse distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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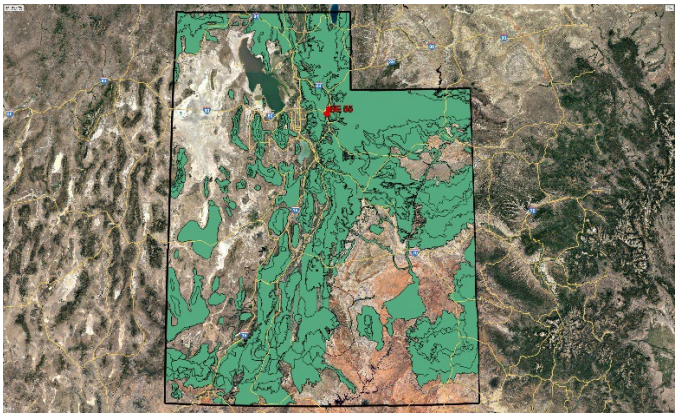
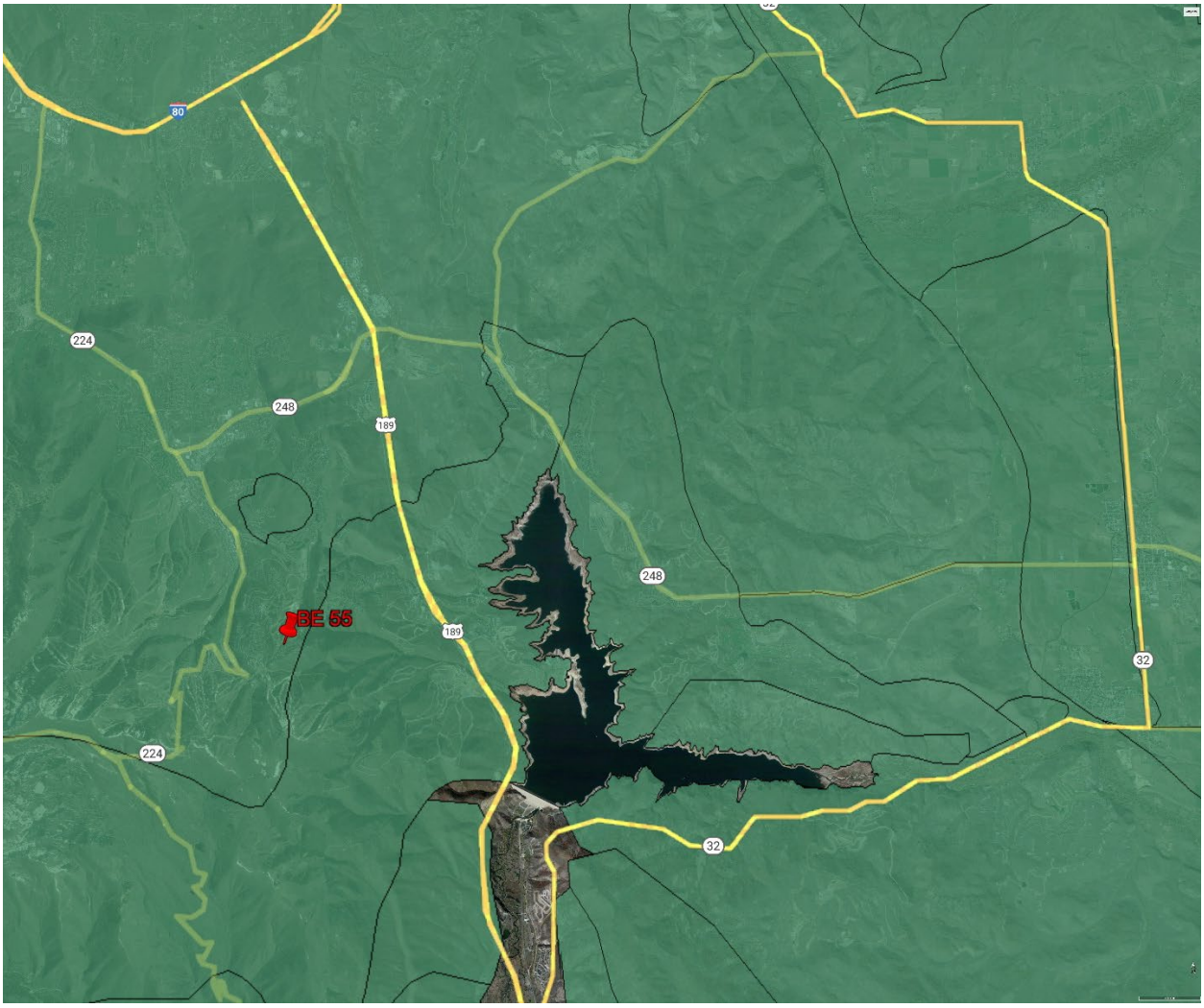
7.6 MULE DEER HABITAT



A representation of mule deer current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Mule deer distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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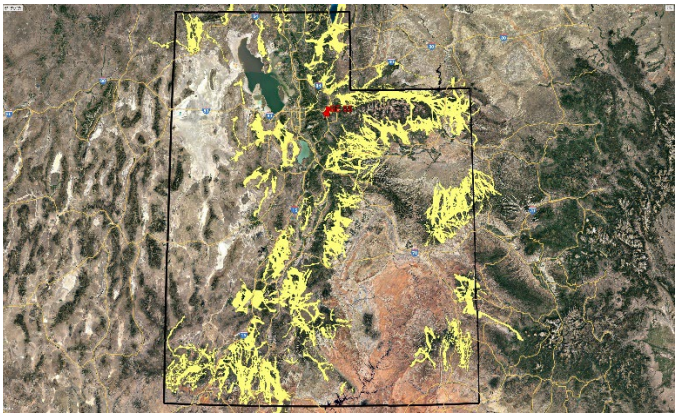
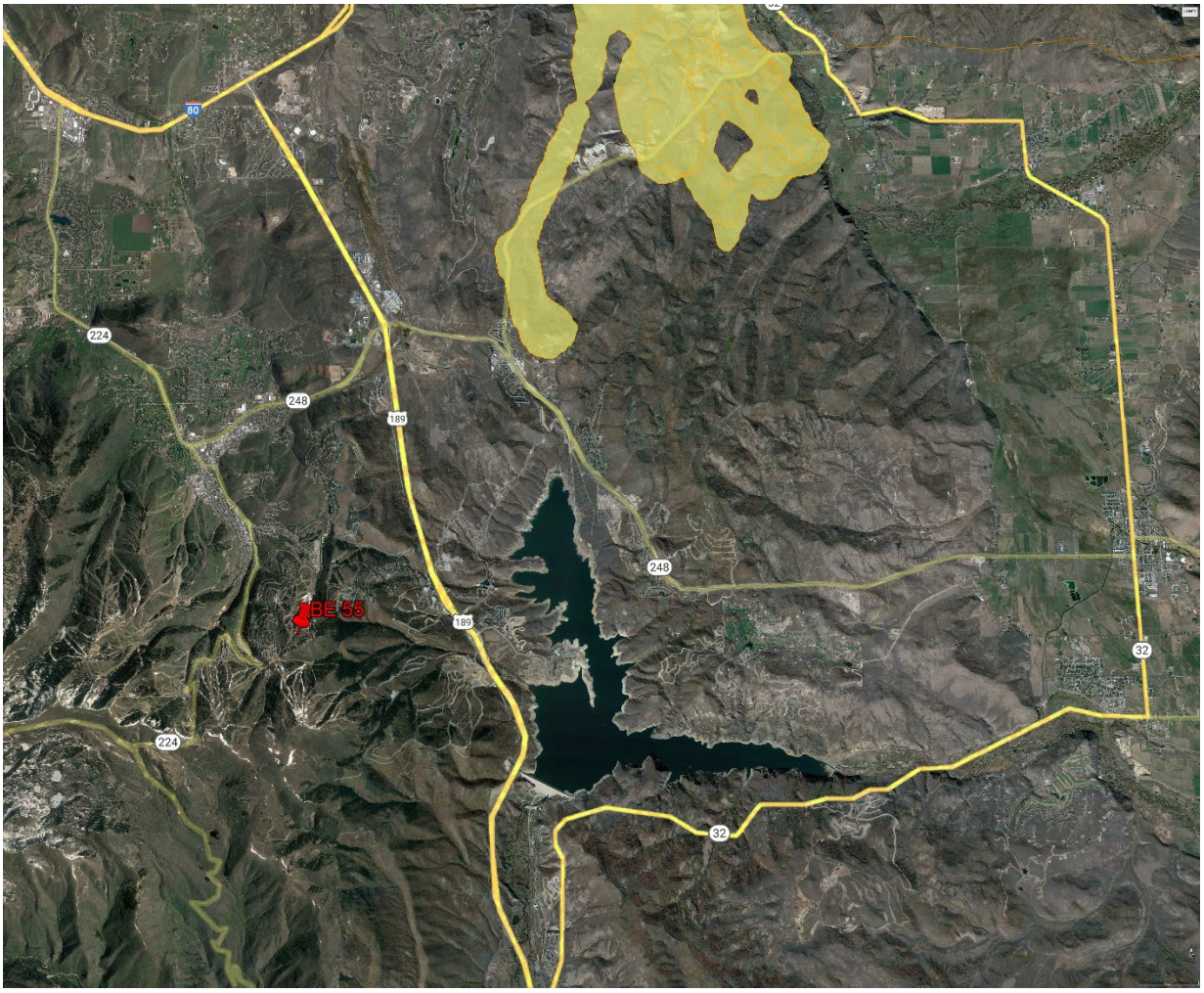
7.7 MIGRATION CORRIDORS



These data represent the DWR edited version of statistically based polygons derived from GPS collared data on animals migrating in Utah from 2016 - 2021. The GPS data were analyzed using the Brownian Bridge Movement Model (BBMM), which produced polygons based on an animal's movement path from data recorded at brief intervals. This model understands that location points are connected to each other in time.



Low Stump Tree Service
3560 Beaver Creek Rd
Kamas, UT 84036

Patricia Xavier
Certified Arborist UT-4670A
Certified in Tree Risk Assessment

Bald Eagle Lot 55
7855 Bald Eagle Dr
Park City, UT 84060

Arborist Consultation: Sensitive Lands Overlay

Assignment: To provide notes in regards to the current and future health of trees on requested property to coincide with Sensitive Lands Overlay (SLO) required for permitting process. This will include the following:

- Species present
- Percentage of species and maturity levels
- Present pest and disease
- Future potential pest and disease
- Future stressors on tree landscape based on construction
- Any other requested information on a case by case basis

Species of Trees on Property

Deciduous

1. Quaking Aspen (*Populus tremuloides)*

Conifer

2. White Fir (*Abies concolor*) *Pseudotsuga menziesii Franco)*
3. Douglas Fir (*Pseudotsuga menziesii Franco*)
4. Colorado Spruce (*Picea pungens*)

Percentage Breakdown and Maturity Levels (116 Marked Trees in LOD)
(this is approximate and can change overtime based on germination and new growth)

1. Conifer: 79%
    a. Most mature trees present are douglas fir and white fir. Located on all aspects of property.
    b. Colorado spruce appear to be planted trees under 20 years old.
    c. Oldest trees 100+ years old
2. Deciduous: 21% (90/114)
    a. Aspens are notorious for a short life span
    b. Most mature trees present in north west aspect of lot
    c. Oldest trees approximately 40-50 years old

Pest and Disease

1. Present
    a. It is important to note that the stand of trees located on this property are showing signs of great health and no abnormal pest and disease is present.
    b. Cytospora canker is a fungal disease that affects aspens and it is rare if this is not present. There are small signs of cytospora canker, but below average.
    c. No signs of pest and disease present to the naked eye on any conifer.
2. Future
    a. It is impotant to note that under the perfect conditions and growing environment, any tree has the ability to fight off pests and disease. It is when a tree is under stress, whether it be drought or caused by human disturbance, that pest and disease has the ability to enter and diminish the health of the tree.
    b. Deciduous:
        i. Cytospora canker: can increase if trees are damaged as it likes to infect open wounds
        ii. Leaf scorch: if water sources are cut off to trees during construction may affect the trees levels of water intake, affecting the leaves
        iii. Other pests and disease that aspen are at risk of are: leaf miners, twig gall, oystershell scale, aspen borer, iron chlorosis, tent caterpillar, aspen leaf spot, and truck/root rot.
    c. Conifer:
        i. Bark beetles can be treated annually or biannually depending on treatment route and can be done as a preventative treatment for any conifer as they all can be affected.
        ii. White fir:
            1. Balsam Woolly adelgid: this is a pest presenting problem in our subalpine fir tree stands and it is said that white fir can be a host as well, but more tolerant. This is not a major concern.
        iii. Colorado Spruce:
            1. Abiotic (environmental) issues: underwatering and drought stress. This is the main cause for the decline in spruce trees in our areas.
            2. Ips Beetle- attacks trees already under stress. Can do preventative sprays annually for this.
            3. Cooley spruce gall adelgid: causes unattractive brown galls, but does not affect trees unless very high infestation.
            4. Tip weevil: can be treated annually.
        iv. Douglas Fir
            1. Douglas Fir Beetle: most common beetle to be found and can be preventively treated.

Construction Stress

** Trees can take 5-10 years to show signs of previous construction stress, so immediate reaction may not be a factor here as much as long term issues.

1. Soil Compaction:
    a. As construction works throughout the property, the foot traffic, equipment and anything else that is used will pose a risk to causing some significant soil compaction within the drip lines of the trees.
    b. Best way to avoid soil compaction is to create a critical root zone for the most important trees and limit any entrance into that area through fencing
2. Physical Damage
    a. As equipment is carried throughout the property there is risk to trunk damage to any tree. This is not guaranteed to happen, but in the case it does, it allows an entryway for pests and disease at the site of damage.
    b. Root damage as roots are not as deep as people assume (within the top 4-8” of soil) and can easily be damaged with construction equipment, compromising the tree.

Signed:

Date: 09/07/2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN SUMMIT COUNTY, UTAH

NORTH

GRAPHIC SCALE
50 0 25 50
1 INCH = 50FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

SHEET INDEX

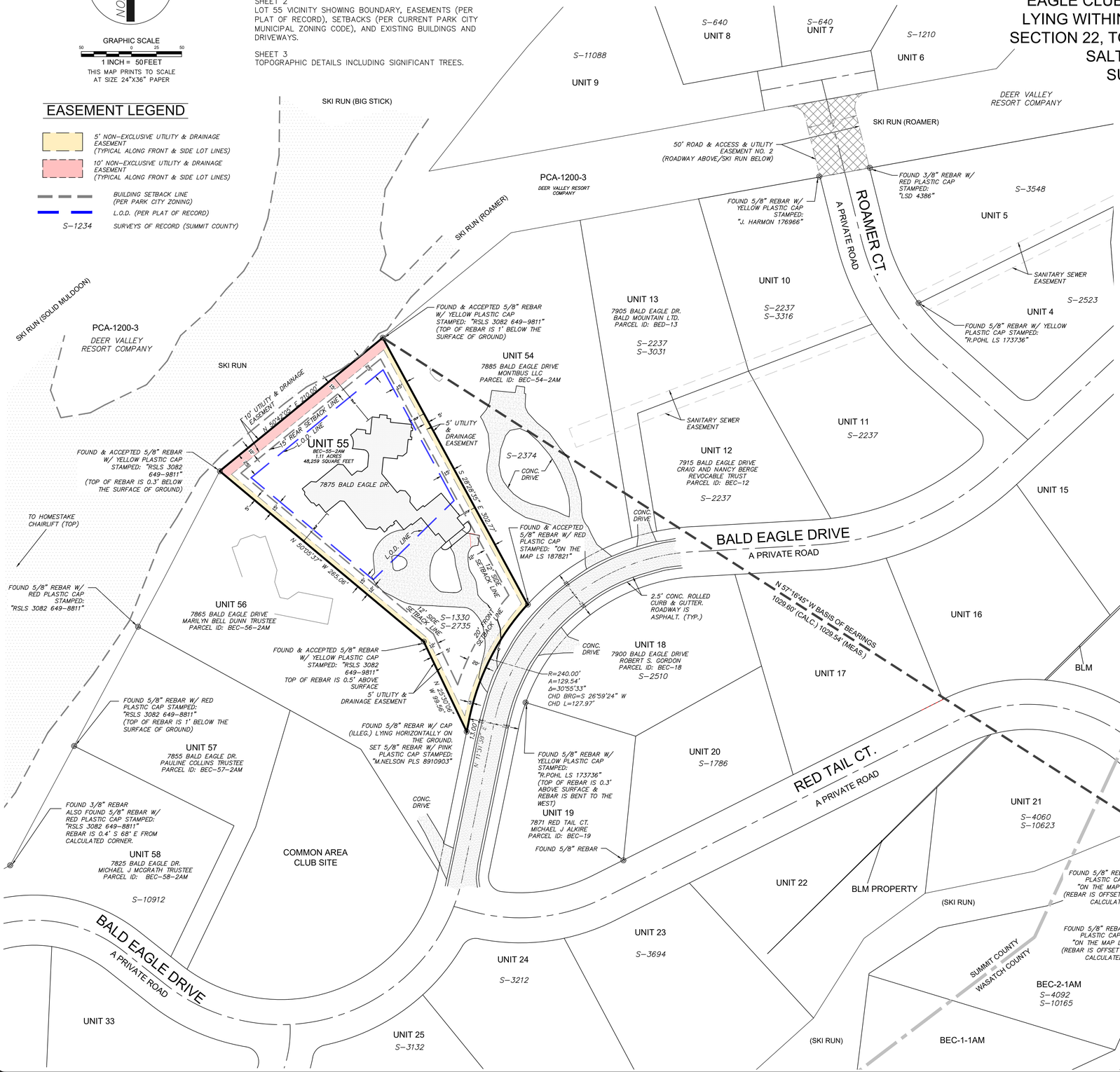
SHEET 1
OVERALL BOUNDARY SEARCH AREA AND FINDINGS.

SHEET 2
LOT 55 VICINITY SHOWING BOUNDARY, EASEMENTS (PER PLAT OF RECORD), SETBACKS (PER CURRENT PARK CITY MUNICIPAL ZONING CODE), AND EXISTING BUILDINGS AND DRIVEWAYS.

SHEET 3
TOPOGRAPHIC DETAILS INCLUDING SIGNIFICANT TREES.

EASEMENT LEGEND

- 5' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- 10' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)
- S-1234 SURVEYS OF RECORD (SUMMIT COUNTY)



NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO SHOW EXISTING CONDITIONS OF THE PARCEL. THE REASON FOR THIS SURVEY IS TO ENABLE A PLAT AMENDMENT MODIFYING THE BUILDING ENVELOPE TO BETTER FIT THE CONFIGURATION OF THE BUILT HOME ON UNIT 55.

THIS SURVEY WAS REQUESTED BY THE LANDOWNER, RICARDO SILAS.

THIS SURVEY MAP WAS GENERATED USING 2' (TWO) FOOT CONTOURS.

BUILDING ENVELOPES SHOWN HEREON ARE PER THE OFFICIAL PLAT OF RECORD, ENTRY 358861, RECORDED 05/12/0992. SEE ALSO THE ORIGINAL BALD EAGLE PLAT OF RECORD ENTRY 311265, RECORDED 08/03/1989.

SEE SAID OFFICIAL "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. ENTRY 358861, RECORDED 05/12/1992.
NOTE: OTHERS MAY APPLY.

REGARDING LIMITS OF DISTURBANCE (LOD) ON THIS RECORDED PLAT, IT STATES IN PLAT NOTE 6:

"LIMITS OF DISTURBANCE REPRESENT THE BOUNDARY IN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINT IS ESTABLISHED, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOT[RINT CAN SHIFT WITHIN THE LIMITS OF DISTURBANCE. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE"

AT THAT TIME, BOB WELLS (NOW DECEASED) AS THE DEVELOPER, WAS GIVEN SOLE DISCRETION FOR SHIFTING THE BUILDING ENVELOPE, PARTICULARLY FOR REASONS OF PRESERVING NATIVE TREES. THIS IS PAROL EVIDENCE FROM THE ARCHITECT OF RECORD (GARY FRANCIS) TO PARK CITY SURVEYING ON 02/21/2023.

IT IS UNCLEAR TO PARK CITY SURVEYING WHY SURVEY MAPS WERE NOT REQUIRED TO BE RECORDED AT THE SUMMIT COUNTY RECORDER'S OFFICE AT THE TIME OF BUILDING, REFLECTING ANY BUILDING ENVELOPE MODIFICATION, (IN SUMMIT COUNTY, THE RECORDER'S OFFICE GENERALLY EXPECTS ANYTHING SHOWN ON A RECORDED PLAT NEEDS TO BE CHANGED, IT BE MEMORIALIZED WITH A PLAT AMENDMENT.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

SEE RECORD OF SURVEY S-1330, RECORDED 08/05/1993. THIS IS A SURVEY OF VACANT UNIT 55.
SEE RECORD OF SURVEY 2735, RECORDED 08/28/1997. THIS IS A BOUNDARY SURVEY WITH THE ROOF LINE OF THE CONSTRUCTED HOUSE SHOWN.

ZONING: THIS PARCEL LIES WITHIN THE PARK CITY MUNICIPAL "RESIDENTIAL DEVELOPMENT" ZONE.
SOURCE: HTTPS://PARKCITY.MUNICIPALCODEONLINE.COM/BOOK?TYPE=ORDINANCES#NAME=15-2.13_RESIDENTIAL_DEVELOPMENT_(RD)_DISTRICT

THESE ARE THE MAIN BUILDING REQUIREMENTS. OTHER RESTRICTIONS & EXCEPTIONS MAPS APPLY.

SETBACKS	MAIN BUILDINGS
FRONT SETBACKS	20'
SIDE SETBACKS	12'
REAR SETBACKS	15'

LEGAL DESCRIPTION

UNIT 55, CONTAINED WITHIN THE BALD EAGLE CLUB AT DEER VALLEY, SECOND AMENDMENT, A UTAH CONDOMINIUM PROJECT, TOGETHER WITH AN UNDIVIDED 1/58TH OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT AS THE SAME ARE DEFINED AND ESTABLISHED IN THE RECORD OF SURVEY MAP RECORDED AUGUST 03, 1989 AS ENTRY NO. 311265 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED AUGUST 03, 1989 IN SUMMIT COUNTY AS ENTRY NO. 311266 IN BOOK 530 AT PAGE 295 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903

Exhibit 1a

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

THIS DRAWING SHALL REMAIN THE PROPERTY OF PARK CITY SURVEYING. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THIS MAP HAS BEEN PREPARED.

THE INFORMATION CONTAINED HEREON CANNOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PARK CITY SURVEYING.

SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

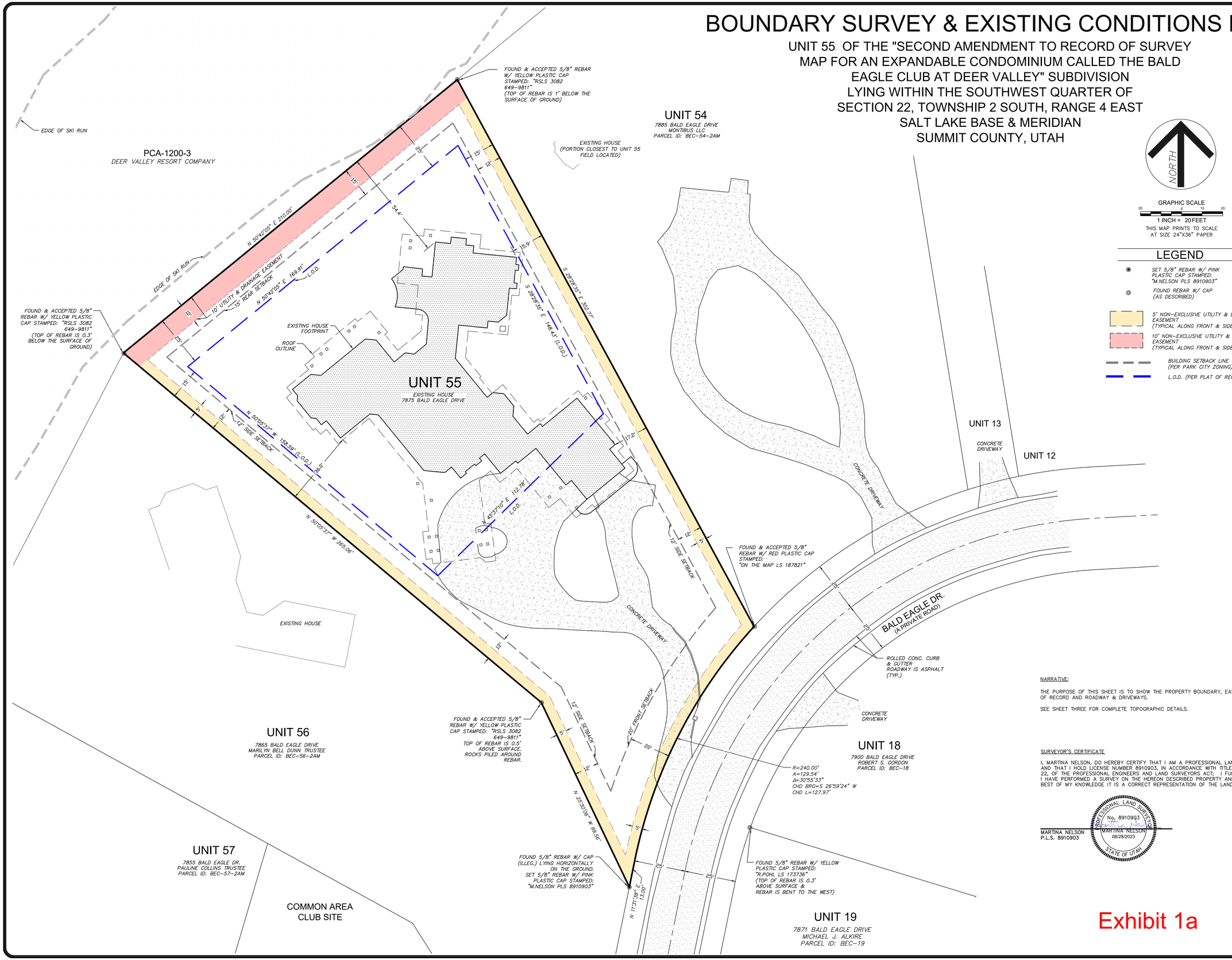
BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"
FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 1 OF 3

E:\Park City Surveying Dropbox\Park City Surveying Team Folders\Z\Shared\BALD EAGLE\15 ROS-ASB - color.dwg, 1

BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



LEGEND

- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- 5' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- 10' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)

NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE PROPERTY BOUNDARY, EASEMENTS OF RECORD AND ROADWAY & DRIVEWAYS.

SEE SHEET THREE FOR COMPLETE TOPOGRAPHIC DETAILS.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR No. 8910903 MARTINA NELSON STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903
08/28/2023

Exhibit 1a

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SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"
FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 2 OF 3

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BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
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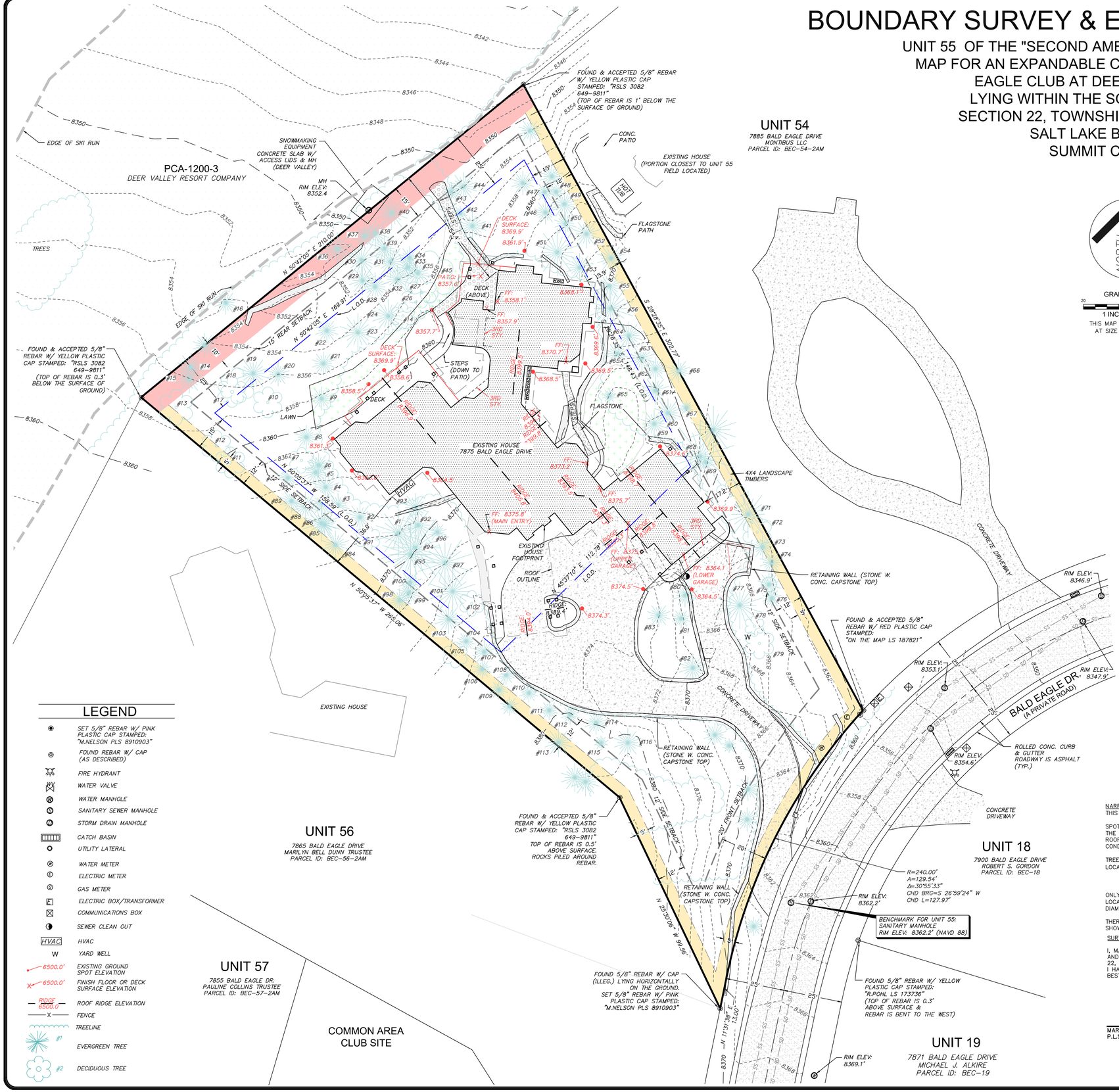

LEGEND

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- CATCH BASIN
- UTILITY LATERAL
- WATER METER
- ELECTRIC METER
- GAS METER
- ELECTRIC BOX/TRANSFORMER
- COMMUNICATIONS BOX
- SEWER CLEAN OUT
- HVAC — HVAC
- W — YARD WELL
- 6500.0' — EXISTING GROUND SPOT ELEVATION
- X 6500.0' — FINISH FLOOR OR DECK SURFACE ELEVATION
- RIDGE 6500.0 — ROOF RIDGE ELEVATION
- FENCE
- TREELINE
- #1 — EVERGREEN TREE
- #2 — DECIDUOUS TREE

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

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- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)

TREE TABLE

TREE ID NUMBER	TRUNK DIA. (INCHES)	CIRCUMFERENCE (INCHES)	CANOPY (FEET)	TREE ID NUMBER	TRUNK DIA. (INCHES)	CIRCUMFERENCE (INCHES)	CANOPY (FEET)
TRC1	12	36	20	TRC59	12	35	12
TRC2	8	26	12	TRC60	12	36	12
TRC3	6	24	10	TRC61	14	40	12
TRC4	8	26	12	TRC62	10	28	10
TRD5	12	40	12	TRC63	14	42	12
TRC6	8	28	10	TRC64	12	37	12
TRD7	12	36	10	TRC65	6	14	6
TRC8	12	38	10	TRC66	8	25	10
TRC9	8	28	10	TRC67	3	9	6
TRD10	12	36	12	TRC68	30	94	30
TRD11	16	42	12	TRC69	8	24	8
TRD12	14	44	12	TRD70	8	24	12
TRD13	14	46	14	TRC71	18	56	20
TRC14	14	44	12	TRD72	12	37	12
TRC15	14	44	12	TRC73	6	18	10
TRC16	8	20	10	TRC74	6	18	10
TRD17	14	42	12	TRC76	8	24	8
TRD18	16	48	14	TRC77	24	72	20
TRD19	14	44	14	TRD78	8	24	8
TRC20	8	28	10	TRD78	6	24	8
TRC21	8	24	10	TRC80	6	16	10
TRC22	8	24	10	TRC81	6	16	8
TRC23	10	28	16	TRC82	10	28	12
TRC24	8	24	14	TRC83	6	16	10
TRD25	16	42	14	TRC84	12	35	12
TRD26	14	40	12	TRC85	12	37	10
TRD27	14	40	12	TRC86	16	48	16
TRC28	16	44	12	TRC87	10	30	10
TRD29	12	36	12	TRC88	8	24	12
TRD30	14	48	16	TRC89	8	26	10
TRD31	14	42	14	TRC90	8	20	10
TRC32	10	32	12	TRD91	10	30	10
TRD33	8	28	12	TRC92	18	64	14
TRC34	6	19	10	TRC93	11	31	12
TRC35	12	42	12	TRC94	24	68	30
TRC36	10	26	14	TRC95	20	60	25
TRC37	8	24	10	TRC96	8	24	8
TRC38	10	28	12	TRC97	36	120	24
TRC39	10	28	12	TRC98	8	24	10
TRC40	12	34	14	TRC99	8	26	10
TRC41	10	32	12	TRC100	6	22	8
TRC42	4	14	6	TRC101	18	62	20
TRC43	4	14	8	TRD102	8	20	10
TRC44	12	36	12	TRC103	10	28	12
TRD45	14	40	20	TRC104	8	24	8
TRC46	10	28	10	TRD105	8	24	10
TRC47	8	24	8	TRC106	8	24	8
TRC48	6	21	6	TRC107	8	26	10
TRC49	10	30	12	TRC108	8	24	8
TRC50	10	28	10	TRC109	8	24	8
TRC51	18	58	20	TRC110	6	18	8
TRC52	18	56	12	TRC111	8	24	8
TRC53	18	56	12	TRC112	8	24	8
TRC54	8	27	12	TRC113	14	40	12
TRC55	10	28	12	TRC114	6	20	10
TRC56	20	58	20	TRC115	8	26	6
TRC57	8	20	10	TRC116	8	24	12

NARRATIVE:
THIS SURVEY MAP WAS GENERATED USING 2 (TWO) FOOT CONTOURS.

SPOT ELEVATIONS: WHILE SPECIFIC SPOT ELEVATIONS ARE NOTED, THERE WERE MANY MORE DATA POINTS IN THE COURSE OF THIS SURVEY. THESE SPOT GROUND ELEVATIONS SHOWN HEREON ARE USEFUL IN DETERMINING ROOF RIDGE HEIGHT ABOVE EXISTING GROUND. CONTOUR LINE DATA ILLUSTRATE THE COMPLETE EXISTING CONDITIONS OF THE PROPERTY TOPOGRAPHY.

TREES: SOME TREES WERE INDIVIDUALLY FIELD LOCATED USING PARK CITY MUNICIPAL'S STANDARD FOR FIELD LOCATING TREES IN A "SENSITIVE LANDS OVERLAY" ZONE (SLO).

TREES WITH A 6" DIAMETER TRUNK 4 1/2" ABOVE THE GROUND.

ONLY TREES WITHIN AND NEARLY ADJACENT TO THE LIMIT OF DISTURBANCE (LOD) WERE INDIVIDUALLY FIELD LOCATED. DECIDUOUS TREE TRUNKS ARE SHOWN FOR REFERENCE. THE TRUNKS ARE NOT TO SCALE FOR DIAMETER OR CIRCUMFERENCE. SEE TREE TABLE FOR THOSE MEASUREMENTS.

THERE ARE OTHER DECIDUOUS & CONIFEROUS TREES ON THIS PROPERTY OUTSIDE THE L.O.D. THESE ARE SHOWN BY THE TREELINE LINEWORK SYMBOLOGY.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR No. 8910903 STATE OF UTAH MARTINA NELSON 08/28/2023

MARTINA NELSON
P.L.S. 8910903

Exhibit 1a

Park City Surveying
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Park City, UT 84068
435-649-2918
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SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"
FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 3 OF 3

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SLOPES ANALYSIS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
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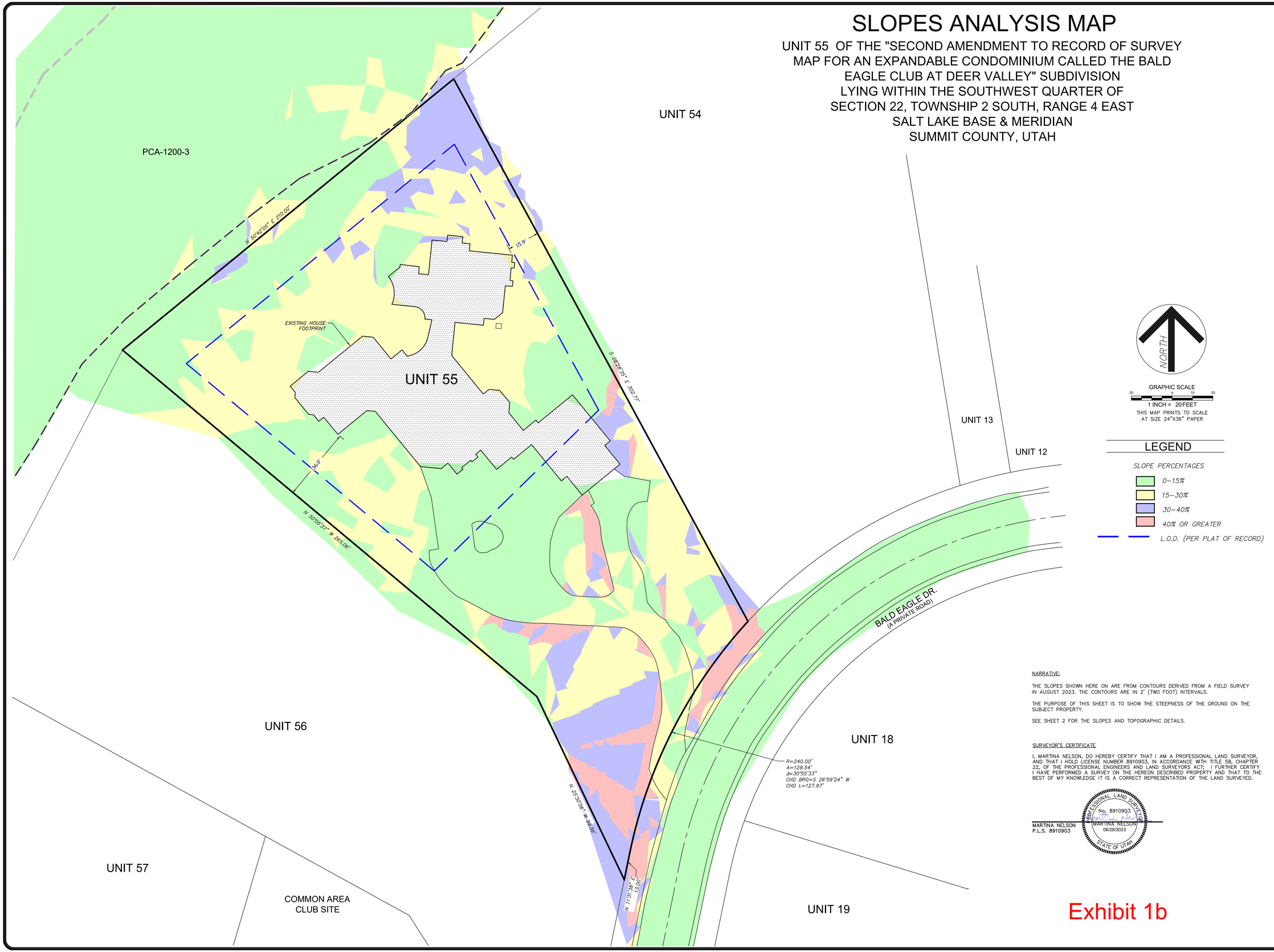
SUMMIT COUNTY, UTAH



NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

SLOPE PERCENTAGES
- 0–15%
- 15–30%
- 30–40%
- 40% OR GREATER
- L.O.D. (PER PLAT OF RECORD)

NARRATIVE:

THE SLOPES SHOWN HERE ON ARE FROM CONTOURS DERIVED FROM A FIELD SURVEY IN AUGUST 2023. THE CONTOURS ARE IN 2' (TWO FOOT) INTERVALS.

THE PURPOSE OF THIS SHEET IS TO SHOW THE STEEPNESS OF THE GROUND ON THE SUBJECT PROPERTY.

SEE SHEET 2 FOR THE SLOPES AND TOPOGRAPHIC DETAILS.

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MARTINA NELSON
P.L.S. 8910903

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

Exhibit 1b

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FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 1 OF 2

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BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY
MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD
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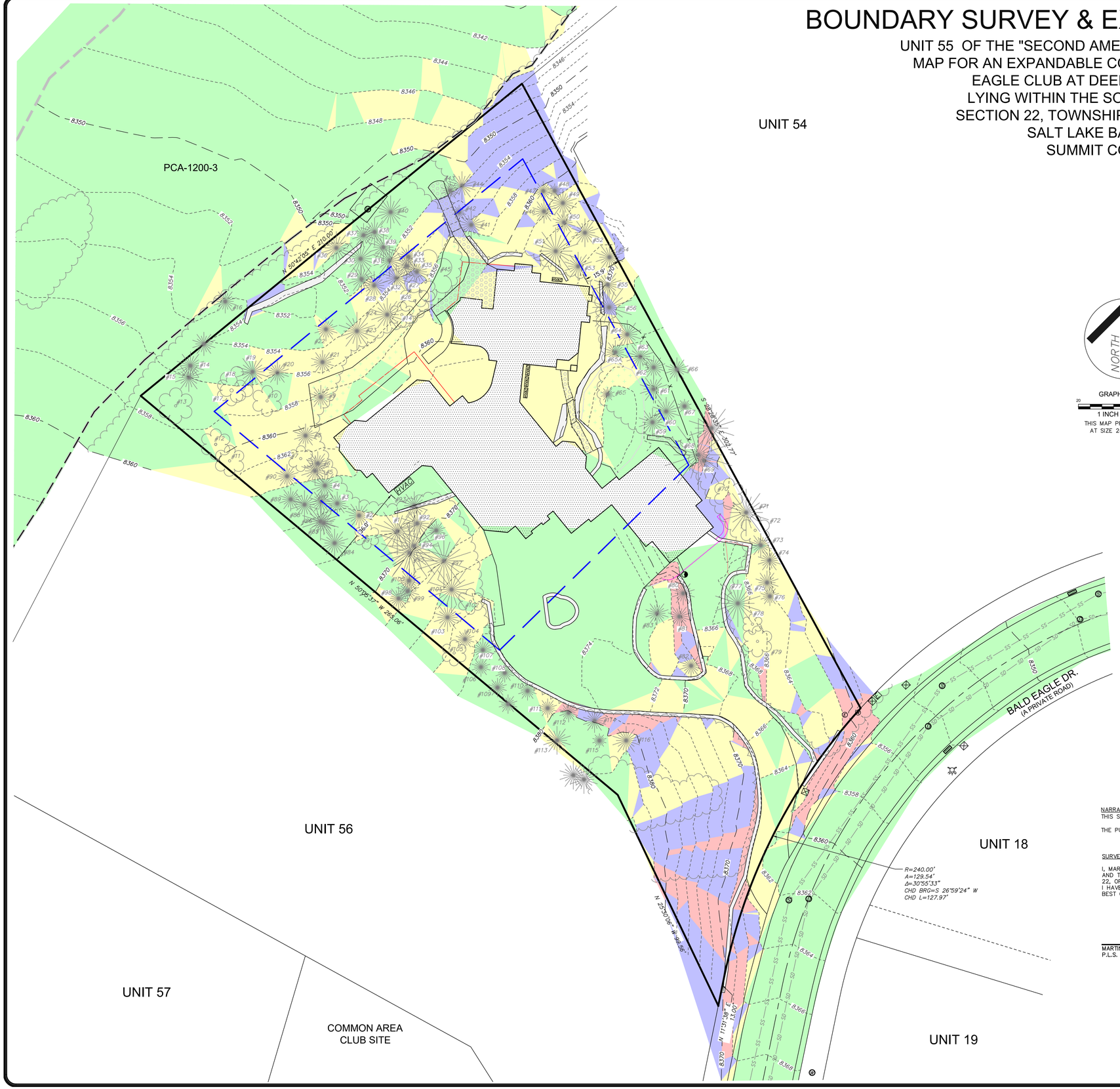

LEGEND

SLOPE PERCENTAGES

- 0–15%
- 15–30%
- 30–40%
- 40% OR GREATER

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20FEET
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LEGEND

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- #1 — EVERGREEN TREE
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No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903

Exhibit 1b

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FOR: RICARDO SALAS

DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 2 OF 2

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Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PLAT AMENDMENT
7875 Bald Eagle Drive
Park City, UT 84060
Unit (Lot) 55 of the "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley."

03/30/2023

Useful short videos. Note the presence of significant fir trees on the left, right & rear of house.

1. Shows the top-down view of the house in relation to the Deer Valley Ski Run.
https://www.dropbox.com/s/cpgj6w0jp3e61zf/DJI_0145.MP4?dl=0

2. Shows the adjacent properties.
https://www.dropbox.com/s/zu1pcds2p94qppk/DJI_0150.MP4?dl=0

Site Photos

Looking at the front entry of house

Above the porte cochere, looking down the driveway toward roadway.

The Bald Eagle Drive roadway is behind you: looking up driveway toward the house.

Where driveway diverges. The Bald Eagle Drive roadway is behind you: lower garage is to right & upper garage to the left.

From above. House entry & porte cochere is at bottom-left of photo. Deer Valley ski run is near top of this photo.

Top-down view of the house.

Bald Eagle
C L U B

Bald Eagle Club
7711 Bald Eagle Drive
PO Box 894
Park City, UT 84060

October 19, 2023

TO: The Park City Planning Commission
FROM: The Bald Eagle Club
RE: Plat Amendment 7875 Bald Eagle Drive

To Whom It May Concern:

This letter will confirm The Bald Eagle Club HOA is aware that the LOD line has been surpassed for 7875 The Bald Eagle Club. This happened decades ago. There is no reason why a new plat amendment should not be approved to make the records up to date.

Please feel free to contact me if you have any questions.

Thank you!

Mike Vertner
The Bald Eagle Club
Association Manager
435-649-1751
mike@baldeagleclub.org

City Council
Staff Report

Subject:	**Deer Valley Right-of-Way Vacation Petition to Support the Redevelopment of the Snow Park Village Base Area**
Authors:	**Alexandra Ananth, Senior Planner** **John Robertson, City Engineer** **Jennifer McGrath, Deputy City Manager**
Date:	**November 30, 2023**
Type of Item:	**Public Hearing – Petition to Vacate Public Right-of-Way**

Recommendation

The Applicant, Deer Valley Resort Company, LLC (DVRC) and Alterra Mountain Company Real Estate Development Inc., request the City Council consider the vacation of portions of public Right-of-Way (ROW) (Exhibit A) to expand DVRC's development parcel at the Snow Park Village base area. A new circulation pattern that reroutes traffic from Deer Valley Drive to Doe Pass Road is proposed.

Staff recommends the City Council (I) open a public hearing, and (II) continue the public hearing to December 5, 2023.

Description

Applicant:	Deer Valley Resort Company, LLC. (DVRC), and Alterra Mountain Company Real Estate Development Inc.,
Location:	2250 Deer Valley Drive
Zoning District:	Residential Development within the Deer Valley Master Planned Development (RD-MPD)
Adjacent Land Uses:	Residential, Resort, Open Space
Reason for Review:	Vacation of public Right-Of-Way requires City Engineer recommendation and City Council action[1]

Exhibits

Exhibit A:	Applicant's Right-of-Way Vacation Petition
Exhibit B:	Amendments to the Deer Valley Master Planned Development Summary
Exhibit C:	Applicant's final Transportation Analysis Shared Mobility Lane Alternative
Exhibit D:	WCG's Third Party Transportation Analysis Review

[1] Park City Land Management Code § 15-7-7, Park City Resolution 8-98, and Utah Code § 10-9a-609.5

Snell & Wilmer
L.L.P.
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www.swlaw.com

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TUCSON

Wade R. Budge, P.C.
wbudge@swlaw.com

January 31, 2022

RECEIVED
FEB 08 2022
Park City Municipal Corp.

VIA EMAIL AND US MAIL

Matt Dias
City Manager
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Re: Right of Way Vacation Petition - Revised Vacation Descriptions

Dear: Mr. Dias

On behalf of the Deer Valley Resort Company, LLC and Alterra Mountain Company Real Estate Development Inc., the property owners of parcels - PC-745-11, PC-900-4, and PC-900-3,we would like to submit the attached revised legal descriptions to supplement the petition for vacation we submitted to Park City on September 30, 2021. That petition was made pursuant to Utah Code Ann. §10-9a-609.5 and Park City's Land Management Code § 15-7-7, as adopted.

As you recall, we are seeking to vacate portions of Deer Valley Dr. in an effort to redirect traffic patterns to streamline transit access and improve traffic circulation in the Lower Deer Valley neighborhood. In order to accomplish these goals, we are seeking to dedicate public right of way along Deer Valley Drive and Doe Pass Rd, where there currently is no public right of way. The granting of this vacation petition and accepting the dedications we seek to make via the Snow Park Village Plat. We are excited to work with the City through this process in order to start reducing modal conflicts, increasing efficiency for all transportation types, and emphasizing the transit-focused desire of the City.

To supplement the information previously provided and required in Utah Code Ann. §10-9a-609.5, we have included the following as attachments to this letter:

1. Revised maps of the rights-of-ways to be vacated.
2. Revised legal descriptions of the rights-of-ways to be vacated.

There were minor edits to the areas that needed to be vacated as we have worked on the Deer Valley Plat. To ensure the appropriate portions of right-of-way are vacated, we are

requesting to move forward with the vacation of the attached legal descriptions, as opposed to those that were submitted in September.

We are pleased to have for the opportunity to work with the City through the vacation and platting process. As stated previously, we welcome the opportunity to go before City Council in a work meeting in order discuss some of the details, before holding the public hearing.

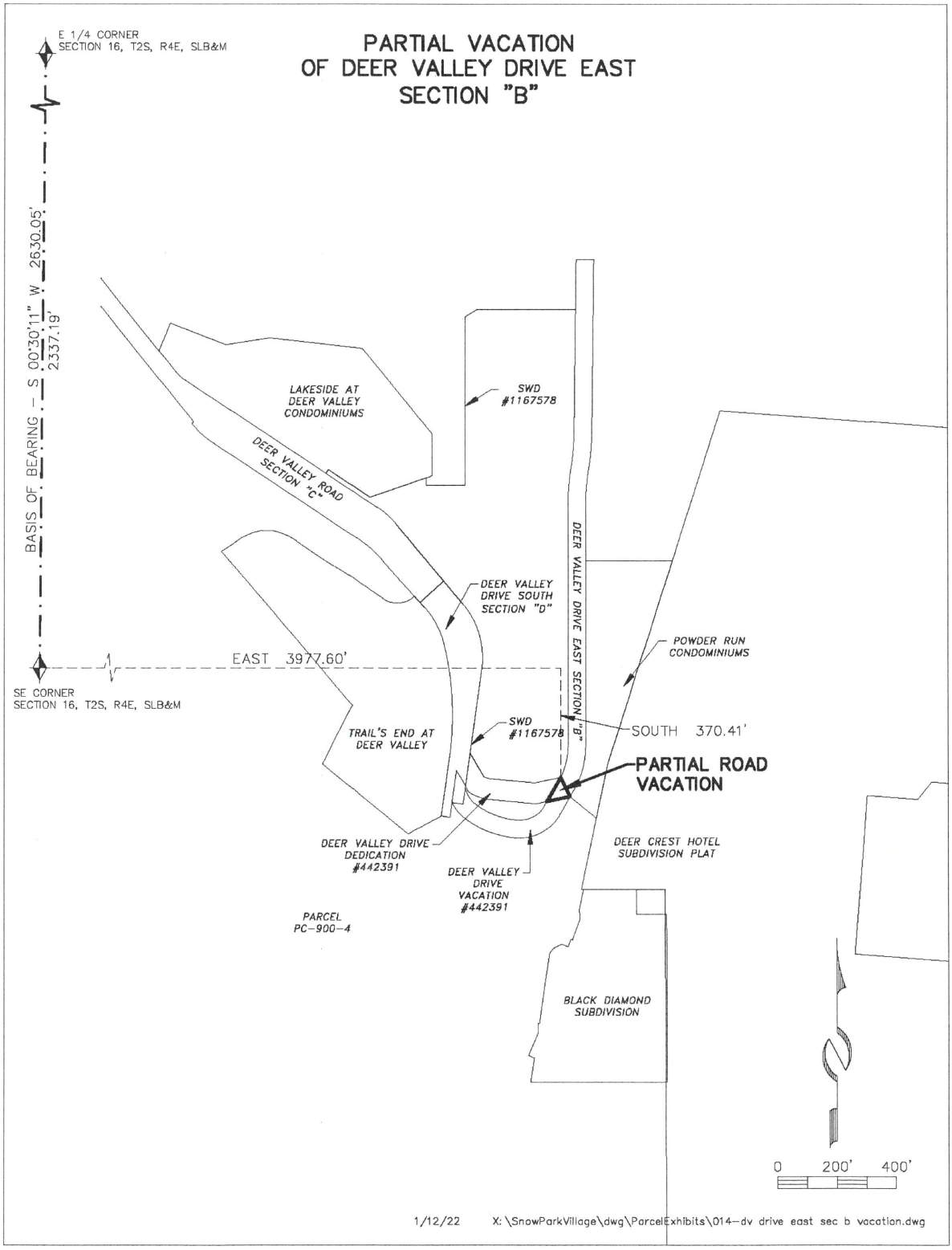
If you have any questions or concerns, please feel free to reach out to us.

Very truly yours,

Wade R. Budge, P.C.

cc: Deer Valley Resort
Mark Harrington, Esq. (via email)

Specific area maps and legal descriptions


PARTIAL VACATION
OF DEER VALLEY DRIVE EAST
SECTION "B"
E 1/4 CORNER
SECTION 16, T2S, R4E, SLB&M
BASIS OF BEARING - S 00°30'11" W 2630.05'
2337.19'
EAST 3977.60'
SE CORNER
SECTION 16, T2S, R4E, SLB&M
LAKESIDE AT
DEER VALLEY
CONDOMINIUMS
SWD
#1167578
DEER VALLEY ROAD
SECTION "C"
DEER VALLEY DRIVE EAST SECTION "B"
DEER VALLEY
DRIVE SOUTH
SECTION "D"
POWDER RUN
CONDOMINIUMS
TRAIL'S END AT
DEER VALLEY
SWD
#1167578
SOUTH 370.41'
PARTIAL ROAD
VACATION
DEER VALLEY DRIVE
DEDICATION
#442391
DEER VALLEY
DRIVE
VACATION
#442391
DEER CREST HOTEL
SUBDIVISION PLAT
PARCEL
PC-900-4
BLACK DIAMOND
SUBDIVISION
0
200'
400'
1/12/22
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SNOW PARK VILLAGE

PARTIAL VACATION
OF DEER VALLEY DRIVE EAST
SECTION "B"

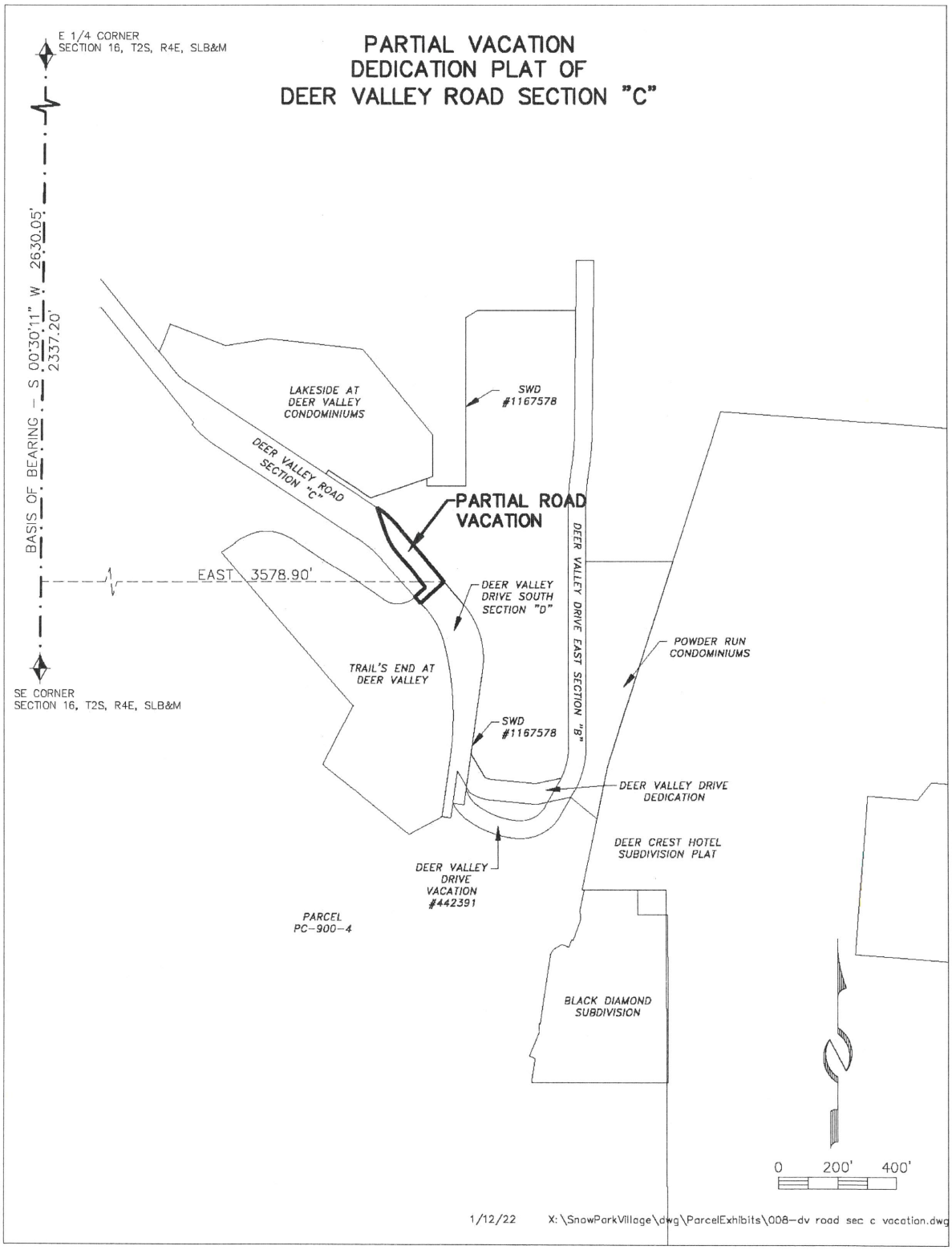
January 13, 2022

A parcel of land located in the northeast quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is East 3977.60 feet and South 370.41 feet from the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the westerly right-of-way of Deer Valley Drive East Section "B", recorded March 1, 1982, as Entry No. 188988 in the Office of the Recorder, Summit County, Utah, and also being the northeasterly corner of the Dedication Parcel in Exhibit C of Ordinance No. 95-59, recorded November 15, 1995, as Entry No. 442391 in the Office of the Recorder, Summit County, Utah; and running thence South 26°45'21" East 72.35 feet to the northeasterly corner of the Vacation Parcel in Exhibit B of Ordinance No. 95-59, recorded November 15, 1995, as Entry No. 442391 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundary of said Vacation Parcel South 78°09'28" West 80.54 feet to the southwesterly corner of the aforementioned Dedication parcel; thence coincident with said Dedication parcel the following two (2) courses: 1) North 30°00'00" East 77.39 feet to a point on a curve to the left having a radius of 249.90 feet, of which the radius point bears North 60°00'00" West; thence 2) along the arc of said curve 16.01 feet through a central angle of 03°40'14" to the point of beginning.

The Basis of Bearing for the above description is South 00°30'11" West 2630.05 feet between the east quarter corner and the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Description contains 0.064 acres.


PARTIAL VACATION
DEDICATION PLAT OF
DEER VALLEY ROAD SECTION "C"
E 1/4 CORNER
SECTION 16, T2S, R4E, SLB&M
BASIS OF BEARING - S 00°30'11" W 2630.05'
2337.20'
EAST 3578.90'
SE CORNER
SECTION 16, T2S, R4E, SLB&M
LAKESIDE AT
DEER VALLEY
CONDOMINIUMS
SWD
#1167578
DEER VALLEY ROAD
SECTION "C"
PARTIAL ROAD
VACATION
DEER VALLEY
DRIVE SOUTH
SECTION "D"
DEER VALLEY DRIVE EAST SECTION "B"
POWDER RUN
CONDOMINIUMS
TRAIL'S END AT
DEER VALLEY
SWD
#1167578
DEER VALLEY DRIVE
DEDICATION
DEER CREST HOTEL
SUBDIVISION PLAT
DEER VALLEY
DRIVE
VACATION
#442391
PARCEL
PC-900-4
BLACK DIAMOND
SUBDIVISION
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SNOW PARK VILLAGE

PARTIAL VACATION OF
DEDICATION PLAT OF
DEER VALLEY ROAD SECTION "C"

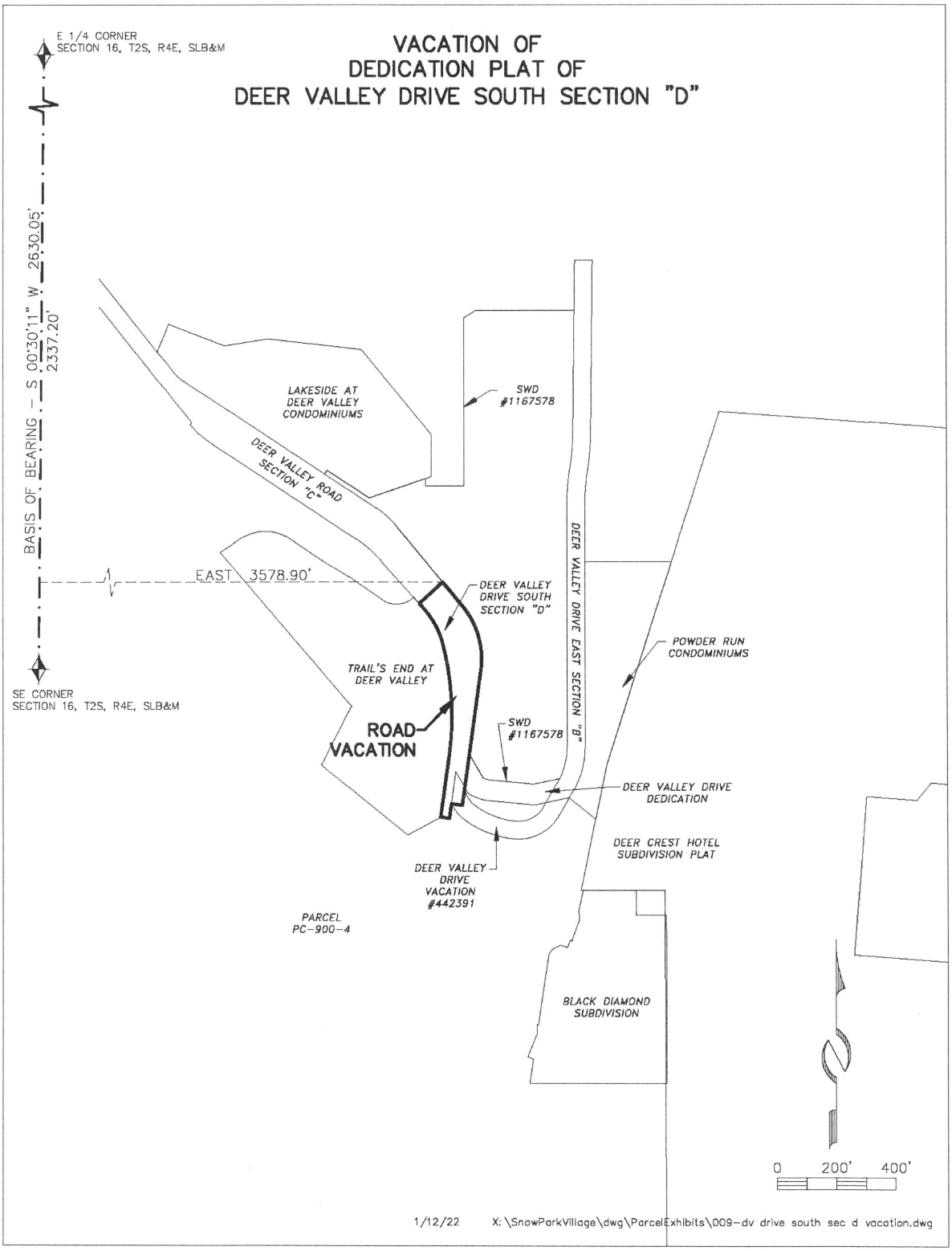
January 18, 2022

A parcel of land located in the southeast quarter of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°30'11" West 2337.20 feet and East 3578.90 feet from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the easternmost corner of the Dedication Plat of Deer Valley Road Section "C", recorded April 16, 1980, as Entry No. 165811 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the southeasterly end of Deer Valley Road Section "C" South 47°53'34" West 107.67 feet to the southernmost point of said Deer Valley Road Section "C", said point also being on the easterly boundary of Trail's End at Deer Valley, recorded March 18, 2009, as Entry No. 867530 in the Office of the Recorder, Summit County, Utah; thence coincident with the easterly boundary of Trail's End at Deer Valley North 42°06'26" West 29.08 feet; thence North 47°53'34" East 47.72 feet; thence North 37°30'27" West 67.84 feet; thence North 41°44'02" West 70.59 feet to a point on a curve to the right having a radius of 247.00 feet, of which the radius point bears North 48°15'58" East; thence along the arc of said curve 100.21 feet through a central angle of 23°14'46"; thence North 18°29'16" West 81.14 feet to the northerly right-of-way of said Deer Valley Road Section "C"; thence coincident with the northerly right-of-way of Deer Valley Road Section "C" the following three (3) courses: 1) South 56°25'40" East 2.56 feet to a point on a curve to the right having a radius of 308.53 feet, of which the radius point bears South 33°34'20" West; thence 2) along the arc of said curve 88.46 feet through a central angle of 16°25'40"; thence 3) South 40°00'00" East 249.01 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'11" West 2630.05 feet between the east quarter corner and the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Description contains 0.42 acres.


VACATION OF
DEDICATION PLAT OF
DEER VALLEY DRIVE SOUTH SECTION "D"
E 1/4 CORNER
SECTION 16, T2S, R4E, SLB&M
BASIS OF BEARING - S 00°30'11" W 2630.05'
2337.20'
EAST 3578.90'
SE CORNER
SECTION 16, T2S, R4E, SLB&M
LAKESIDE AT
DEER VALLEY
CONDOMINIUMS
SWD
#1167578
DEER VALLEY ROAD
SECTION "C"
DEER VALLEY DRIVE EAST SECTION "B"
DEER VALLEY
DRIVE SOUTH
SECTION "D"
POWDER RUN
CONDOMINIUMS
TRAIL'S END AT
DEER VALLEY
ROAD
VACATION
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#1167578
DEER VALLEY DRIVE
DEDICATION
DEER CREST HOTEL
SUBDIVISION PLAT
DEER VALLEY
DRIVE
VACATION
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PARCEL
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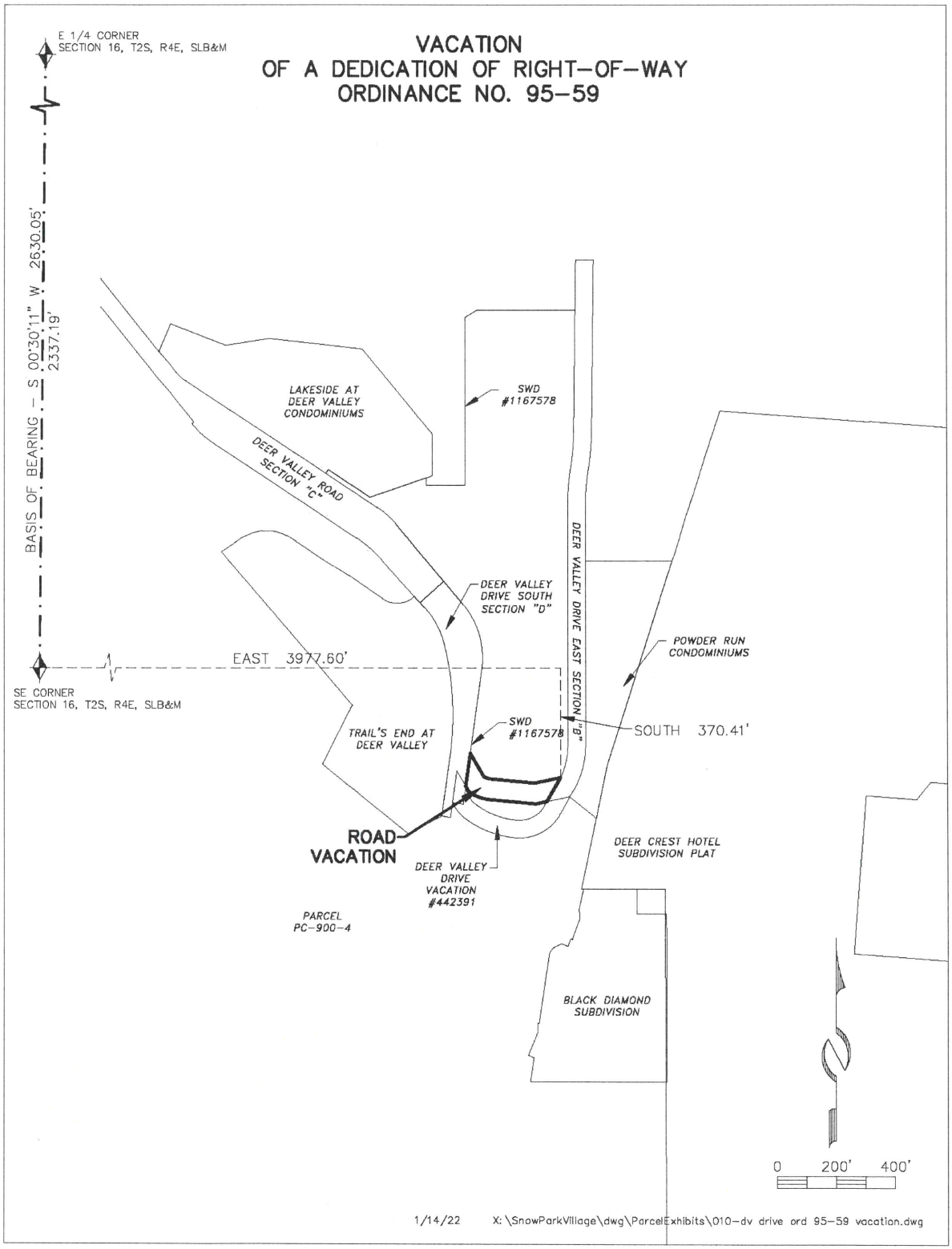
SNOW PARK VILLAGE

VACATION OF
DEDICATION PLAT OF
DEER VALLEY DRIVE SOUTH SECTION "D"

January 12, 2022

Dedication Plat of Deer Valley Drive South Section "D", located in the south half of Section 15 and the north half of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, recorded March 1, 1982, as Entry No. 188987 in the Office of the Recorder, Summit County, Utah.


VACATION
OF A DEDICATION OF RIGHT-OF-WAY
ORDINANCE NO. 95-59
E 1/4 CORNER
SECTION 16, T2S, R4E, SLB&M
BASIS OF BEARING - S 00°30'11" W 2630.05'
2337.19'
EAST 3977.60'
SE CORNER
SECTION 16, T2S, R4E, SLB&M
LAKESIDE AT
DEER VALLEY
CONDOMINIUMS
SWD
#1167578
DEER VALLEY ROAD
SECTION "C"
DEER VALLEY
DRIVE SOUTH
SECTION "D"
DEER VALLEY DRIVE EAST SECTION "B"
POWDER RUN
CONDOMINIUMS
SOUTH 370.41'
TRAIL'S END AT
DEER VALLEY
SWD
#1167578
ROAD
VACATION
DEER VALLEY
DRIVE
VACATION
#442391
PARCEL
PC-900-4
DEER CREST HOTEL
SUBDIVISION PLAT
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200'
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SNOW PARK VILLAGE

VACATION OF
A DEDICATION OF RIGHT-OF-WAY
ORDINANCE NO. 95-59

January 14, 2022

Beginning at a point on the westerly right-of-way of Deer Valley Drive East Section 'B', said point being South 1248.12 feet and East 4008.65 feet from the east 1/4 corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being S00°30'11"E from the east quarter corner of said Section 16 to the southeast corner of said Section 16); thence along said right-of-way, as described on Section 'B' of Deer Valley Drive East plat as recorded in the Summit County Recorder's Office, Entry Number 188988, the following four courses: (1) S00°40'00"W 579.06 feet to a point on an 878.16 foot radius curve to the right (center bears N89°20'00"W); thence (2) along the arc of said curve 127.48 feet through a central angle of 08°19'03" to a point of a reverse curve to the left (center bears S81°00'57"E); thence (3) along the arc of said curve 136.50 feet through a central angle of 08°59'03"; thence (4) South 800.00 feet to a point on a 249.90 foot radius curve to the right (center bears West); thence along the arc of said curve and the western right-of-way of Deer Valley Drive East, 114.84 feet through a central angle of 26°19'46" to the true point of beginning; thence departing from said right-of-way S78°14'07"W 89.60 feet; thence N84°36'26"W 145.24 feet to a point on an 80.00 foot radius curve to the right (center bears N05°23'34"E); thence along the arc of said curve 28.08 feet through a central angle of 20°06'46"; thence N30°26'41"W 92.28 feet to a point on the east right-of-way of Deer Valley Drive South Section 'D' as recorded in the Summit County Recorder's Office, Entry Number 188987; thence along said right-of-way S08°00'00"W 112.58 feet; thence departing said right-of-way S30°26'41"E 21.97 feet to a point on an non-tangent 150.00 foot radius curve to the left (center bears N34°51'45"E); thence along the arc of said curve 77.15 feet through a central angle of 29°28'11"; thence S84°36'26"E 155.80 feet; thence N78°14'07"E 38.33 feet to a point on the westerly right-of-way of said Deer Valley Drive East; thence along said right-of-way the following two courses: (1) N30°00'00"E 77.39 feet to a point on a 249.90 foot radius curve to the left (center bears N60°00'00" W); thence (2) along the arc of said curve 16.01 feet through a central angle of 03°40'14" to the true point of beginning.

Contains 0.52 acres, more or less.

Exhibit B: Deer Valley Special Exception Permit and Amendments Summary

Deer Valley Resort (previously known as Royal Street Land Company) was issued a Special Exception Permit in 1977 (now known as the Deer Valley Master Planned Development (DV MPD)), which has since been amended twelve times, most recently in 2016. The Deer Valley MPD authorizes Densities for the Lower Deer Valley neighborhood, the American Flag Community, the Silver Lake Community, and Commercial and Support Space in the Snow Park and Silver Lake Villages. Phasing and infrastructure improvements are also described. There are 14 technical reports that accompany the Deer Valley MPD.

The Snow Park Village parcel is 14.93 acres and is zoned Residential Development (RD)-MPD. The Deer Valley MPD authorizes 209.75 Unit Equivalents for Snow Park Village, although this has changed over time, and has 21,890 square feet of remaining Commercial and Support Uses to be developed.

The initial Special Exception Permit (SEP), granted on September 27, 1977, authorized approximately 1,815 residential dwelling units to be constructed over a 15-year period. In addition to the residential units, Exhibit 4, Commercial and Support Space, includes a 100,000 square foot sports facility, 44,705 square foot Snow Park Center (including ski rental, gift shop, sports shop, lounge, restaurant, cafeteria, kitchen, restrooms, etc.), a 20,180 square foot guest reception center, 4,000 square feet of ski school and childcare area, and 5,000 square feet of commercial area at Snow Park. Additional square feet of commercial and support space are reserved for Silver Lake. The total Commercial and Support Space for both the Snow Park and Silver Lake Villages totaled 307,766 square feet and is shown in Exhibit 4 of the SEP.

The SEP was first amended on June 27, 1979, to modify the description and Densities permitted on various parcels. There were no increases to the allowed Commercial and Support Space.

In the 2nd Amendment, dated January 27, 1982, Deer Valley Resort Company is named the successor to the rights of Royal Street. The amendment includes a development progress update. Eight Multi-Family parcels around the Deer Valley Loop are authorized 390 units of Density. Total development is listed as 2,237 units. Exhibit 1 lists Development Parcels Sold, and Exhibit 2 lists Development Parcels Unsold, most of which have a Density Range, to be determined by site specific review of project plans. The Snow Park Parking Area south of Doe Pass Road is allocated 0-200 units of Density and the Hotel Parcel north of Doe Pass Road is allocated 75-105 units of Density. There were no changes to the allowed Commercial and Support Space listed in Exhibit 4.

The 3rd Amendment, dated May 17, 1984, again updated Exhibits. This amendment also did not increase the allowed Commercial and Support Space but reduced the Sports Facility from 100,000 square feet to 98,000 square feet and increased the Guest Reception Center from 20,180 square feet to 22,180 square feet.

The 4th Amendment, dated February 21, 1985, deleted the Silver Lake Village Multi-Family Parcel, and established a separate parcel to be known as the Deer Valley Inn Parcel. No increase to the allowed Commercial and Support Space was made.

The 5th Amendment, dated December 23, 1986, includes nine Multi-Family parcels in the lower Deer Valley neighborhood containing 390 dwelling units, and adds a section on Off-Street Parking. The Off-Street Parking section notes that parking shall be required based on the Park City Land Management Code (LMC) in effect at the time of building permit application and that parking may be reduced in accordance with the LMC Conditional Use Permit process. The Parking section allows for overflow parking up to 10% of the days during any single ski season. No increase to the allowed Commercial and Support Space was made.

The 1st Amendment to the 5th SEP, dated November 29, 1989, replaced Exhibits to reflect completed units. Exhibit 1 shows 1,901 units of approved residential Density. Exhibit 2 shows a similar range of Density for the Snow Park parcels established in the 2nd Amendment, except for the Hotel Parcel which was reduced from 75-105 units of Density to 60-105 units. The Snow Park Parking Area is still allocated 0-200 units of Density.

The 2nd Amendment to the 5th SEP, dated April 11, 1990, also updated Exhibit 1 showing 1,884.5 units of approved Density. No changes were made to the allowed Commercial and Support Space.

The 6th Amendment to the SEP, dated October 10, 1990, further reduces the square feet allocated to the Sports Facility from 98,000 square feet to 62,000 square feet, increases the amount of Snow Park Commercial space from 5,000 to 40,000, and increases the Snow Park Plaza Building from 22,180 square feet to 23,280 square feet. Exhibit 3, the Commercial and Support Space increases from 307,766 square feet to 307,866 square feet, an increase of 100 square feet.

The 7th Amendment replaces the term Special Exception Permit with Master Planned Development Permit (MPD) and is dated April 14, 1993. This Amendment clarifies that the density limitations of the Sensitive Land Overlay (SLO) Zone do not apply to the MPD because the MPD was approved prior to the adoption of the SLO, but that SLO site planning standards can be applied to the extent that they do not reduce vested density, and that limits of disturbance, vegetation protection, and building design standards apply.

The 8th Amendment to the MPD, is dated April 25, 2001. Since the 7th Amendment, the Snow Park Lodge was expanded and 7,645 square feet of General Snow Park Commercial space was transferred to the Snow Park Lodge parcel, reflected in the 8th Amendment. The 8th Amendment is the first to specify an authorized number of Residential Unit Equivalents (RUEs) to the Snow Park Village parcel, which is a combination of the Snow Park Hotel parcel and the Snow Park Parking Area parcel, rather than the previous range of density specified in earlier Exhibits. Snow Park Village

is authorized 212.5 RUEs, which is calculated in accordance with the Unit Equivalent Formula contained in the Land Management Code. Currently, one RUE equals 2,000 square feet. Exhibit 2, Commercial and Support Space, no longer includes the Sports Facility but notes Snow Park Lodge is now 56,350 square feet plus a 5,112 square foot ticket sales building, for a total of 61,462 square feet on the Snow Park Lodge parcel, including some “back of house” space. This reduced the amount of General Snow Park Commercial space remaining by 7,645 square feet from 40,000 to 32,355 square feet.

The 9th Amendment to the MPD, dated June 28, 2006, reduced the authorized number of dwelling units for the nine Multi-Family Dwellings from 390 units to 383.5 units. The Snow Park Village parcel was reduced from 212.5 units to 210.75 residential units due to the Planning Commission’s authorized transfer of 1.75 units from the Snow Park Village parcel to the Stein Eriksen Lodge Multi-Family parcel. Between the 8th and 9th Amendments Snow Park Lodge was expanded and Empire Lodge was constructed.

The 10th Amendment to the MPD, dated August 12, 2009, reflects actions approved by the Planning Commission with respect to amendments to the Silver Lake Community unallocated commercial density and the Royal Plaza Condominium plat, as well as the status of development within the Project. No changes to the Snow Park Village parcel authorized density or Snow Park Commercial and Support Space (Exhibit 2 to the MPD) were made.

The 11th Amendment, dated March 23, 2011, reflects the transfer of one Residential Unit Equivalent from the Snow Park Village parcel to the Silver Baron Lodge parcel, reducing the Snow Park Village Density from 210.75 to 209.75. No changes to Exhibit 2, Commercial and Support Space were made.

The most recent 12th Amendment to the MPD, dated November 30, 2016, reflects the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I, and the transfer of 843 square feet of existing residential density (0.4215 Unit Equivalents) from Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access, and circulation between the Goldener Hirsch Inn on Parcel D and the Goldener Hirsch Residences on Parcel I. Exhibit 2 of the MPD shows that Snow Park has 21,890 square feet of remaining commercial density to be developed. The other remaining Commercial and Support Space that remains to be developed outside of the Snow Park area totals 31,080 square feet.

Exhibit A: DVD MPD Amendment Summary Table

Disclaimer: This summary is for descriptive purposes only and is not a substitute or amendment to the original documents which speak for themselves. Original approvals will control over any error or conflict in this summary.

Amendment	Year	Snow Park RUEs	Snow Park Commercial & Support Space
SEP	1977	1,815 RUEs	307,766 SF Total Commercial 173,885 SF Snow Park Commercial
1st Amendment	1979	No change	No change
2nd Amendment	1982	2,237 RUEs Snow Park Parking parcel 0-200 RUEs Hotel parcel 75-105 RUEs	No change
3rd Amendment	1984	No change	Transfers 2,000 SF from Sports Facility to Guest Reception Center
4th Amendment	1985	No change	No change
5th Amendment	1986	No change	No change
1st Amendment to 5th SEP	1989	1901 RUEs Hotel parcel reduced 60-105 RUEs Snow Park Parking parcel 0-200 RUEs	No change
2nd Amendment to 5th SEP	1990	1884.5 RUEs	No change
6th Amendment	1990	No change	Transfers Density from Sports Facility to Snow Park Commercial and Snow Park Plaza Building. Total Commercial and Support Space increases 307,866 SF
7th Amendment	1993	No change	No change
8th Amendment	2001	Hotel and Parking parcels combined to Snow Park Village parcel with 212.5 RUEs	Transfers Density from General Snow Park Commercial to Snow Park Lodge parcel
9th Amendment	2006	Transfers 1.75 RUEs from Snow Park Village parcel to Stein Eriksen Lodge parcel leaving 210.75 RUEs	No change
10th Amendment	2009	No change	No change
11th Amendment	2011	Transfers 1 RUE from Snow Park Village parcel to Silver Baron Lodge leaving 209.75 RUEs	No change
12th Amendment	2016	Combines Silver Lake parcels for Goldener Hirsch. **Snow Park Village parcel 209.75 RUEs remaining (No formal site plan approved/established for site)**	No change Silver Lake - 31,080 SF remaining **Snow Park - 21,890 SF remaining**

Snow Park Village

Transportation Analysis – Shared Mobility Lane Alternative

Prepared for:
Deer Valley

April 2023

UT20-2245

FEHR PEERS

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1. Executive Summary

This Traffic Impact Study includes the results of a comprehensive traffic operations analysis for the Snow Park Village project at Deer Valley Resort in Park City, Utah. Snow Park Village is a mixed-use development that will serve as an updated base area village for Deer Valley, and includes hotel, residential, commercial, and event center uses. This report includes the full buildout of the Snow Park base that includes the parking and development both north and south of Doe Pass Road.

The scope of this study analyzes the traffic operations and impacts under the following scenarios:

- Existing (2020) Conditions
- Existing (2020) Plus Project Conditions
- Opening Year (2024) Background Conditions
- Opening Year (2024) Plus Project Conditions
- Future (2040) Background Conditions
- Future (2040) Plus Project Conditions

Existing conditions were based on the traffic counts, which were collected originally in 2020. As this process has continued, Park City Staff have accepted that 2020 counts continue to serve as the foundation for this report with adjustments made for assumed marginal increases in traffic on an annual basis. Traffic operations for these scenarios were analyzed at nine study intersections:

1. Doe Pass Road / Deer Valley Drive East
2. Doe Pass Road / Deer Valley Drive West
3. Deer Valley Drive East / Queen Esther Drive
4. Deer Valley Drive East / Solamere Drive
5. Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West
6. Deer Valley Drive / Marsac Avenue
7. Deer Valley Drive / Bonanza Drive
8. Deer Valley Drive / Park Avenue / Empire Avenue
9. Bonanza Drive / Monitor Drive / SR-248

This circulation plan includes a seasonal one-way Shared Mobility Lane (SML) inbound from the "Y" intersection along Deer Valley Drive West, turn onto Doe Pass Road, and directly access the proposed mobility hub. Outbound transit traffic will have the SML that has transit priority at the mobility hub, then parallels general purpose traffic around the loop to the "Y" intersection, at which point transit traffic would merge with general traffic, generally operating in a counterclockwise direction. After ski season during the

summer months, the SML will be open to bicycle traffic. Management, maintenance, and enforcement will be a City responsibility.

Study intersections 5 and 8 currently operate at Levels of Service (LOS) that do not meet Part City standards, which is LOS D. However, these intersections were analyzed as part of this study to identify Deer Valley's contributions to traffic at key intersections within Park City in support of Park City Municipal Corporation's (PCMC) goals of reducing peak-hour traffic volumes by 20% citywide.

The Plus Project traffic operations analyses include trips generated by the Snow Park Village project. The parking analysis accounts for both physical (structured) and behavioral impacts of the identified resort uses, as well as parking pricing. To present conservative, and thereby overestimated, results in this report, reductions in trip generation and parking demand stemming from proposed enhancements to local transit service, operated by Park City Transit and/or High Valley Transit, or Deer Valley's existing Transportation Demand Management (TDM) program are not included.

1.1 Study Results

In Plus project Conditions, seven of nine study intersections, with recommended mitigations in place, meet the Park City LOS standards. Under existing conditions, the intersection of Deer Valley Drive / Park Avenue / Empire Avenue operates at a LOS of E/F. Given the City's longstanding position on additional mitigations at this intersection, none are recommended. Deer Valley Drive in this area is also SR-224, and therefore managed by the Utah Department of Transportation (UDOT). This includes intersection operations. The deficiencies at the Deer Valley Drive / Bonanza Drive intersection are caused by the queue spillbacks from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue. Therefore, no mitigations are recommended.

Furthermore, the most impacted intersection under current conditions, the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection, which operates today at a LOS below Park City standards, achieves a LOS of D or better under 2040 Plus Project conditions by reconfiguring the intersection and adding signalized traffic control, establishing a new access pattern for visitors while providing safety for pedestrians and bicyclists. The Solamere Drive / Deer Valley Drive East and Queen Esther Drive / Deer Valley Drive East intersections operate at a LOS B with full build-out in 2040 with some lane configuration mitigations.

Parking provided as part of the Snow Park Village Proposal will be provided at full amount as required by code. Reduced parking demand however, will be achieved through the implementation of a paid parking system, and continued operation and refinement of Deer Valley's Transportation Demand Management

program by supporting non-single-occupancy vehicle trips while also actively discouraging driving alone, and through time-of-day sharing of parking for different and complementary uses.

In alignment with Park City's *Transit First* strategy, construction of Snow Park Village will prioritize active transportation and transit as modes for travel to, from, and within the village. To that end, Deer Valley will construct an on-site mobility hub with space for six buses which will be connected to the broader Park City and High Valley Transit networks. One new traffic signal is recommended, at the intersection of Doe Pass Road / Deer Valley Drive East as a mitigation which will include transit signal preemption capabilities to expedite transit service into and out of proposed the mobility hub. Additionally, off-street multi-use paths will be constructed to connect Snow Park to Park City's existing active transportation network.

1.2 LOS Summary

Table 1 reports LOS at the study intersections. For signalized intersections and roundabouts, average vehicular delay and LOS are reported. For unsignalized intersections, the worst movement delay and LOS are reported. Detailed descriptions of the intersection operations can be found in the subsequent chapters. Due to the land use program proposed for Snow Park Village, the net total trips generated by the AM peak hour is 261 trips and the PM peak hour is 322 trips.

Table 1: Snow Park Village Saturday AM and PM Peak Hour Level of Service Summary

Intersection			Ex BG	Ex+P	Ex+P Mitigated[2]	2024 BG	2024+P	2024+P Mitigated[2]	2040 BG	2040+P	2040+P Mitigated[2]
ID	Location	Period	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]
1	Doe Pass Rd / Deer Valley Dr East	AM	-	6 / A	4 / A	-	7 / A	5 / A	-	6 / A	5 / A
		PM	-	7 / A	7 / A	-	7 / A	7 / A	-	**65 / E**	8 / A
2	Doe Pass Rd / Deer Valley Dr West	AM	-	8 / A	12 / B	-	15 / B	10 / B	-	21 / C	13 / B
		PM	-	16 / C	19 / C	-	24 / C	18 / C	-	32 / D	20 / C
3	Queen Esther Dr / Deer Valley Dr East	AM	6 / A	8 / A	5 / A	6 / A	8 / A	5 / A	7 / A	7 / A	6 / A
		PM	9 / A	11 / B	11 / B	8 / A	20 / C	10 / B	9 / A	**>300 / F**	11 / B
4	Deer Valley Dr East / Solamere Dr	AM	7 / A	8 / A	6 / A	6 / A	8 / A	6 / A	8 / A	10 / B	7 / A
		PM	11 / B	13 / B	9 / A	11 / B	**78 / F**	11 / B	15 / C	**>300 / F**	12 / B
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	15 / C	26 / D	9 / A	14 / B	20 / C	9 / A	17 / C	29 / D	11 / B
		PM	**39 / E**	**128 / F**	21 / C	**41 / E**	**126 / F**	22 / C	**112 /F**	**201 / F**	44 / D
6	Deer Valley Drive / Marsac Avenue	AM	11 / B	15 / B	15 / B	11 / B	16 / C	16 / C	16 / C	26 / D	26 / D
		PM	11 / B	15 / B	15 / B	11 / B	16 / C	16 / C	11 / B	20 / C	20 / C
7	Deer Valley Dr / Bonanza Dr	AM	11 / B	11 / B	12 / B	11 / B	12 / B	12 / B	18 / B	21 / C	14 / B
		PM	21 / C	29 / C	38 / D	20 / C	**67 / E**	**76 / E**	**59 / E**	**99 / F**	**117 / F**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	**77 / E**	**75 / E**	**76 / E**	**82 / F**	**80 / F**	**78 / E**	**83 / F**	**91 / F**	**84 / F**
		PM	**84 / F**	**83 / F**	**84 / F**	**85 / F**	**88 / F**	**88 / F**	**90 / F**	**90 / F**	**89 / F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	12 / B	13 / B	13 / B	13 / B	14 / B	14 / B	16 / B	16 / B	15 / B
		PM	20 / C	20 / C	20 / C	20 / C	22 / C	22 / C	28 / C	32 / C	31 / C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. Intersection average LOS and delay for signalized intersections and roundabouts, worst movement LOS and delay for unsignalized intersections.
2. Deer Valley Drive East / Deer Valley Drive West intersection analyzed as a reconfigured signalized intersection, and turn lanes/receiving lanes added to Solamere Drive and Queen Esther Drive intersections as a mitigation.
3. Solamere Drive performs at LOS D as a SSSC. Further analysis shows this intersection operates at LOS A as a signalized intersection, when warranted.

Source: Fehr & Peers.

1.3 Proposed Mitigations

The traffic operations analyses conducted as part of the report indicate that five study intersections will operate at unacceptable LOS in comparison with Park City's standards under 2040 plus project conditions without mitigations. Community input gathered through stakeholder engagement resulted in the community-supported mitigations for identified deficiencies stemming from Snow Park Village-generated traffic shown in **Table 2**.

Table 2: Proposed Mitigations for Snow Park Village-Generated Traffic Impacts

ID	Location	Control	Deficiency[1]	Proposed Mitigations
1	Doe Pass Rd / Deer Valley Dr East	SSSC[2]	N/A	Signal with transit preemption
2	Doe Pass Rd / Deer Valley Dr West	SSSC	N/A	N/A
3	Queen Esther Dr / Deer Valley Dr East	SSSC	LOS F	Southbound-to-eastbound left turn-pocket
4	Deer Valley Dr East / Solamere Dr	SSSC	LOS F	Eastbound-to-northbound left turn-pocket
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	SSSC	LOS F	Signal
6	Deer Valley Drive / Marsac Avenue	Roundabout	N/A	N/A
7	Deer Valley Dr / Bonanza Dr	Signal	LOS F	N/A
8	Deer Valley Dr / Park Ave / Empire Ave	Signal	LOS F	N/A
9	Bonanza Dr / Monitor Dr / SR-248	Signal	N/A	N/A

Notes:
1. LOS for 2040 plus project without mitigations.
2. SSSC = Side Street Stop Control

Source: Fehr & Peers.

1.4 Conclusion / Recommendations

With proposed mitigations in place, all study intersections at which mitigations are feasible operate at acceptable levels of service under all Plus Project analysis scenarios. Through dedicated transit infrastructure, improved active transportation connections between the Project and Park City's existing active transportation network, a fully reworked parking system, extensive wayfinding and monitoring, and management of ongoing TDM offerings in addition to new measures, the Snow Park Village proposal aligns with the City's *Transit First* policy by encouraging travel by means other than driving alone.

Implementing a new traffic signal with transit preemption at the intersection of Doe Pass Road / Deer Valley Drive East will improve traffic operations and support transit. A new traffic signal at the reconfigured Y intersection of Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive west facilitates safer and more efficient movement for all modes. If, and when signal warrants at study unsignalized intersections in this report are met (Solamere), as defined by the Federal Highway Administration's *Manual on Uniform Traffic Control* Devices, the implementation of new traffic signals should be considered for improved traffic circulation for all modes. Deer Valley is committed to a being a partner of the subsequent studies, and if warranted, implementation.

Implementing an off-street, multi-use path around the Deer Valley Drive loop will improve pedestrian and cyclist connectivity adjacent to the project site. Ongoing monitoring of TDM program effectiveness will maintain City-Deer Valley cooperation in pursuit of shared goals.

The traffic volumes used for this overall analysis are conservative and likely represent worst case on the worst day. For example, the assumed background growth rate is from a county-wide travel model that assumes some degree of ambient growth in and around Deer Valley beyond the proposed Snow Park project. Given that the Deer Valley loop area is essentially one big cul-de-sac and generally built out, this background growth is quite conservative.

Other measures that support the conservative nature of the analysis is the Mayflower development interconnecting with Deer Valley. An agreement is under development that will provide parking, lift access and full base amenities to skiers going to Deer Valley at Mayflower base, along US-40. This potential agreement will also provide for employee parking with a shuttle program between Mayflower and Snow Park. The analysis does not account for any trip reductions to Snow Park, which will inevitably occur to due significant travel time reductions from both the Wasatch Front and the Heber Valley.

Last, Deer Valley is committed to supporting other regional traffic mitigation efforts. This includes considerations such as contributing to transit, and robust travel demand reduction program, and paid parking at Snow Park once the project is built. The proposed transit amenities include the mobility hub, a

dedicated Shared Mobility Lane, state-of-the-art wayfinding, and a monitoring program all combine to support the City's transportation goals.

2. Introduction

This study documents the potential transportation-related impacts on local traffic from the proposed Snow Park Village project. The project location is shown in **Figure 1**.

This report is largely unchanged from what was presented in the most recent submittal (November 2022), save for some minor but impactful updates:

1. Analyzed traffic conditions with no reduction in parking supply, providing full parking required by the Park City Land Management Code (LMC). The trip generation was increased from the November 2022 submittal to reflect added peak hour traffic.
2. Traffic distribution assumptions at the Deer Valley Drive East / Deer Valley Drive West intersection were updated to follow traffic patterns similar to current conditions for analysis.
3. Assumptions in the VISSIM simulation model were modified to account for more accurate pick-up/drop-off dwell times, and calibrated vehicle travel times.

Table 3 below shows the in/out traffic for existing and plus project with the proposed development.

Table 3: Snow Park Traffic

	Daily			AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total	In	Out	Total
Existing Traffic	5,221	5,329	10,550	770	249	1,019	333	903	1,236
New Trips	1,808	1,808	3,616	176	85	261	115	207	322
Total Trips	7,029	7,137	14,166	946	334	1,280	448	1,110	1,558

The scope of this study analyzes the traffic operations and impacts under the following scenarios:

- Existing (2020) Conditions
- Existing (2020) Plus Project Conditions
- Opening Year (2024) Background Conditions
- Opening Year (2024) Plus Project Conditions
- Future (2040) Background Conditions
- Future (2040) Plus Project Conditions

Traffic operations at key intersections, described below in the Scope section, were analyzed under the six scenarios listed above during Saturday AM and PM peak-hour travel periods. Given the nature of ski areas operating as recreational destinations, Saturdays consistently experience the highest traffic volumes, and

focusing on Saturdays for traffic analyses in this report present the most conservative results. The Plus Project analyses include trips generated by the proposed project.

The project team knows that it is important to work with the community to help them better understand the complexity of building out the remaining entitled density at Snow Park and its relation to traffic, and ensuring that the Deer Valley community can contribute to the planning process. Throughout the project's planning process, and with renewed emphasis since the beginning of 2022, Deer Valley has engaged with most of the lower Deer Valley neighborhoods and that communication continues today. Early outreach was done with the Trails End neighborhood in relation to the right of way vacation to gain their support. After the community voiced their opinion in March 2022, the project team opted to hold individual meetings with various homeowner's associations (HOAs) to address concerns and gather feedback. The community's main concerns were the then-proposed bus-only lanes, removal of on-street bike paths, the proposed routing of most traffic on Deer Valley Drive East, construction of new traffic signals, and pedestrian circulation. Coordination meetings with the community continued with nearly one dozen meetings in summer and fall 2022, with more scheduled. This revised traffic circulation plan as submitted is based on the community's input and support, augmented by City staff requests.

2.1 Scope

This study analyzes the traffic impacts of the project in conjunction with nearby intersections. Impacts are specifically addressed at the following study intersections:

1. Doe Pass Road / Deer Valley Drive East (side-street stop-controlled)
2. Doe Pass Road / Deer Valley Drive West (side-street stop-controlled)
3. Deer Valley Drive East / Queen Esther Drive (side-street stop-controlled)
4. Deer Valley Drive East / Solamere Drive (side-street stop-controlled)
5. Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West (side-street stop-controlled)
6. Deer Valley Drive / Marsac Avenue (roundabout)
7. Deer Valley Drive / Bonanza Drive (signalized)
8. Deer Valley Drive / Park Avenue / Empire Avenue (signalized)
9. Bonanza Drive / Monitor Drive / SR-248 (signalized)

For the purposes of consistency, this report refers to two key roadways as Deer Valley Drive East (sometimes called Deer Valley Drive North) and Deer Valley Drive West (sometimes called Deer Valley Drive South). Given that Doe Pass Road carries minimal traffic in its existing configuration, study intersections 1 and 2 are only analyzed under Plus Project scenarios.

Study intersections are shown in **Figure 2**.

Figure 1
Project Location

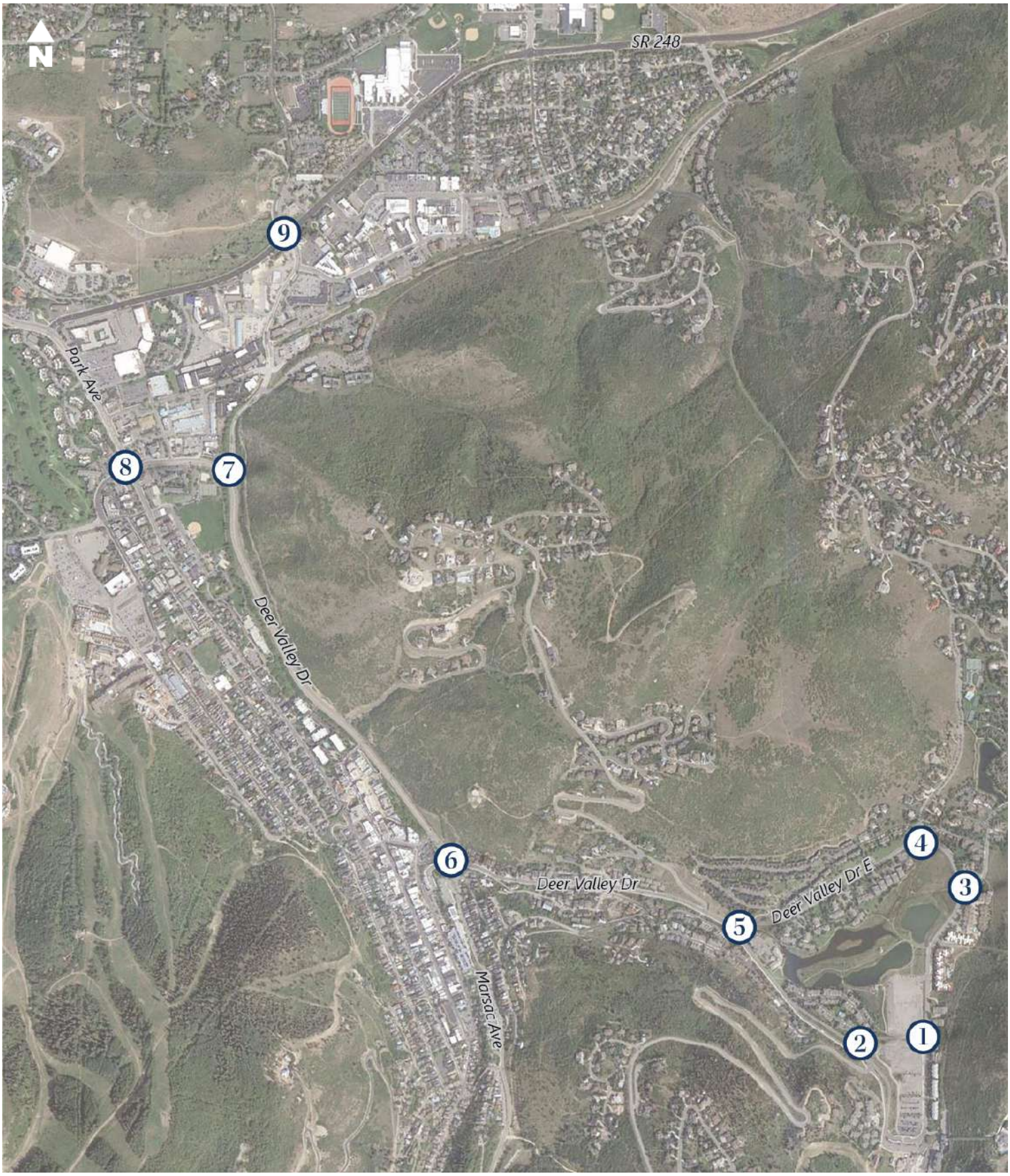


Figure 2

Study Intersections

2.2 Analysis Methodology

"Level of service" (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. **Table 4** provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections. Traffic operations were modeled in SimTraffic, a microsimulation traffic analysis software. SimTraffic results were evaluated under the Highway Capacity Manual 6th Edition (HCM 2016) methodology in this study to remain consistent with "state of the practice" professional standards, and with earlier iterations of this report. Since this study began, a new edition of the Highway Capacity Manual has been published, though application to analyses conducted as part of this study would not change results. For study intersection 4, Deer Valley Drive / Marsac Avenue, the SIDRA analysis software was used as it is accepted as state-of-the-practice for roundabout operations analysis. For signalized intersections and roundabouts, the LOS is provided for the overall intersection (weighted average of all approach delays). Park City Municipal Corporation has an established threshold of acceptable traffic operations as LOS of D for all intersections under its control.

Table 4: Level of Service Descriptions

LOS	Description	Signalized Intersections	Unsignalized Intersections	Roundabouts
		Avg. Delay (sec/veh)[1]	Avg. Delay (sec/veh)[2]	Avg. Delay (sec/veh)[3]
A	*Free Flow / Insignificant Delay* Extremely favorable progression. Individual users are virtually unaffected by others in the traffic stream.	< 10.0	< 10.0	< 10.0
B	*Stable Operations / Minimum Delays* Good progression. The presence of other users in the traffic stream becomes noticeable.	> 10.0 to 20.0	> 10.0 to 15.0	> 10.0 to 15.0
C	*Stable Operations / Acceptable Delays* Fair progression. The operation of individual users is affected by interactions with others in the traffic stream	> 20.0 to 35.0	> 15.0 to 25.0	> 15.0 to 25.0
D	*Approaching Unstable Flows / Tolerable Delays* Marginal progression. Operating conditions are noticeably more constrained.	> 35.0 to 55.0	> 25.0 to 35.0	> 25.0 to 35.0
E	*Unstable Operations / Significant Delays Can Occur* Poor progression. Operating conditions are at or near capacity.	> 55.0 to 80.0	> 35.0 to 50.0	> 35.0 to 50.0
F	*Forced, Unpredictable Flows / Excessive Delays* Unacceptable progression with forced or breakdown of operating conditions.	> 80.0	> 50.0	> 50.0

1. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.
2. Worst approach LOS and delay (seconds/vehicle) only.
3. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.

Source: Fehr & Peers descriptions, based on *Highway Capacity Manual, 6th Edition*.

3. Existing (2020) Background Conditions

The Existing (2020) Background Conditions analysis examines the study intersections and roadways during the AM and PM peak-hours existing traffic and geometric conditions. The existing conditions analyses were performed using traffic data collected in 2020. Subsequent rounds of analysis have used adjusted counts to assume marginal increases in traffic, with growth factors taken from a regional travel model. Through this analysis, existing traffic operational deficiencies can be identified, and potential mitigation measures recommended.

3.1 Roadway System

The primary roadways that will provide access to the project, and their existing configurations, are described below.

- **Deer Valley Drive (SR-224)** is a state-owned and managed facility and is classified as a principal arterial road and has a posted speed limit of 35 mph from Park Avenue to about halfway between Bonanza Drive and Marsac Avenue, and 40 mph to the Marsac Avenue roundabout. SR-224 has a five-lane cross section with two travel lanes in each direction with a two-way left-turn lane north of the Marsac Avenue roundabout.
- **Marsac Avenue (SR-224)** is also a state-owned facility and is classified as a principal arterial road and has a posted speed limit of 25 mph. Marsac Avenue has a two-lane cross section with one travel lane in each direction near the project area.
- **Deer Valley Drive West** is classified as a major collector road and has a posted speed limit of 25 mph. Deer Valley Drive West has a two-lane cross section with one travel lane in each direction near the project area.
- **Deer Valley Drive East** this loop section of Deer Valley Drive is classified as a collector road and has a posted speed limit of 25 mph. Deer Valley Drive East has a two-lane cross section with one travel lane in each direction near the project area.
- **Queen Esther Drive** is classified as a collector road and has a posted speed limit of 25 mph. Queen Esther Drive has a two-lane cross section with one unstriped travel lane in each direction near the project area.
- **Solamere Drive** is classified as a collector road and has a posted speed limit of 25 mph. Solamere Drive has a two-lane cross section, with one travel lane in each direction and a landscaped median near the project area.

- **Doe Pass Road** is classified as a collector road and has a posted speed limit of 25 mph. Doe Pass Road has a two-lane cross section with one unstriped travel lane in each direction near the project area.

3.2 Traffic Volumes

Intersection turning movement counts were collected at the following study intersections to establish a baseline of existing conditions and operations for this study's original scope of work:

- Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West
- Deer Valley Drive / Marsac Avenue
- Deer Valley Drive / Bonanza Drive

Intersection turning movement counts were collected at the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection on Saturday, February 15, 2020 (President's Day weekend) and Saturday, February 29, 2020 for the Saturday AM peak period (7:45 AM – 9:45 AM) and the Saturday PM peak period (3:30 PM – 5:30 PM). Counts collected on February 29, 2020 showed higher peak-hour traffic volumes, and were therefore used as existing traffic volumes for the analysis presented in this study. While it is highly unusual to analyze operations during absolute peak conditions, due to the risk of over-building infrastructure and exaggerating typical issues, this was the request of the City.

Intersection turning movement counts were collected at the Deer Valley Drive / Marsac Avenue roundabout and the Bonanza Drive / Deer Valley Drive intersection on December 19, 2020 for the Saturday AM and PM peak periods.

The original, City-approved scope for this study included study intersections 5, 6, and 7. As a result of requests from the City and their reviewers for expanded traffic operations analysis beyond that included in the original study. As a result, counts were sourced from other, existing work and adjusted to present conservative results.

Roadway vehicle counts are provided by the Utah Department of Transportation (UDOT) Continuous Count Stations (CCS). Data from the past five years as collected at two CCSs in the vicinity of the project site (one on SR-224 just south of Kimball Junction and one on SR-248 just west of Quinn's Junction) were reviewed to determine when during the ski season peak traffic volumes occur. It was observed from the data that the month of January experienced the highest Average Daily Traffic (ADT) volumes of any month of the year. This is likely due to increases in traffic caused by events in the area including the Sundance Film Festival. While January is likely the busiest month for traffic on the outskirts of Park City, traffic volumes in February are nearly as high, and Presidents' Day Weekend is among the busiest weekend of the year for skier traffic.

To account for this, the intersection volumes collected in December were adjusted by a factor of 1.05 (5% higher) to replicate February conditions.

For study intersections 8 and 9, which were not included in this study's original scope, intersection counts were sourced from previous studies with adjustment factors. For the intersection of Deer Valley Drive / Park Avenue / Empire Avenue, counts were sourced from the *Park City Mountain Resort Traffic Impact Study* (August, 2019). Counts for this study were collected on February 18, 2017 and were adjusted by a factor of 1.14 (14% higher) to account for a peak winter day, as described in the August 2019 study. These adjusted counts were used for this study. For the intersection of Bonanza Drive / Monitor Drive / SR-248, no Saturday counts were available. To overcome this challenge, weekday counts collected on February 6, 2018 as part of the *Park City Arts District Traffic Analysis* (September 2019) were used as a foundation. Through reviewing two years of CCS data, weekday-to-weekend adjustment factors of 0.63 (37% lower) for the AM peak hour, and 0.85 (15% lower) for the PM peak hour were applied for this study.

To address comments from City Staff and community members, turning movement counts were collected at study intersections 3 and 4 to better understand how project-generated traffic might affect local intersections not included in the original study scope. The turning movement counts were collected on Thursday-Saturday, March 3-5, 2022, for the AM and PM peak periods. The highest turning movement counts among the three days at each location were used for conservative results.

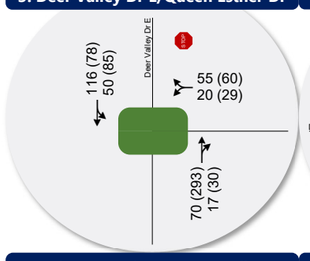
Given that they were not included in the original scope of this study, and the substantial changes proposed along Doe Pass Road, no counts for the intersections of Deer Valley Drive East / Doe Pass Road and Deer Valley Drive West / Doe Pass Road were available, and these intersections were only evaluated in the Plus Project conditions.

The existing 2020 background Saturday AM and PM peak hour volumes are shown in **Figure 3**.

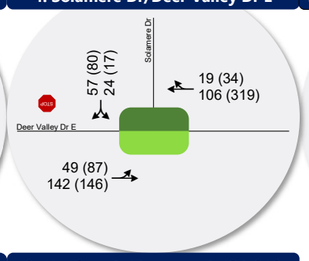
Fehr & Peers also collected Saturday daily roadway counts on February 15, 2020 (President's Day weekend) on the internal Deer Valley Drive roadways at the following locations:

- Deer Valley Drive West – between Royal Street and drop-off/pick-up area
- Deer Valley Drive West – south of the Deer Valley Drive East / Deer Valley Drive West intersection
- Deer Valley Drive East – between Queen Esther Drive and parking lot
- Deer Valley Drive East – east of the Deer Valley Drive East / Deer Valley Drive West intersection

3. Deer Valley Dr E/Queen Esther Dr



4. Solamere Dr/Deer Valley Dr E



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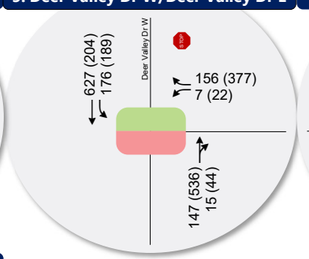
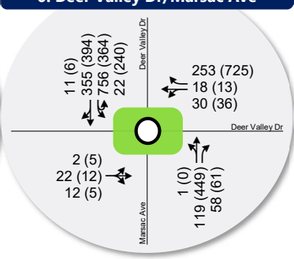
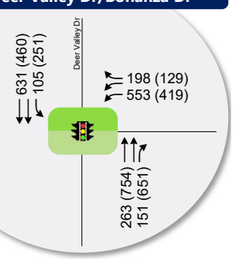


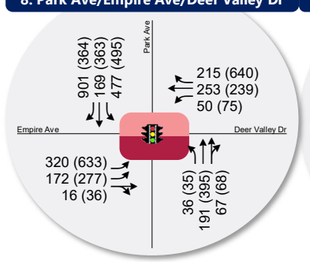
6. Deer Valley Dr/Marsac Ave



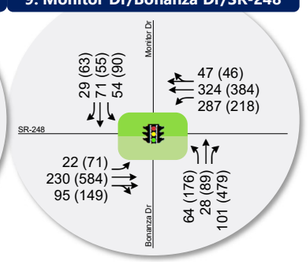
7. Deer Valley Dr/Bonanza Dr



8. Park Ave/Empire Ave/Deer Valley Dr



9. Monitor Dr/Bonanza Dr/SR-248



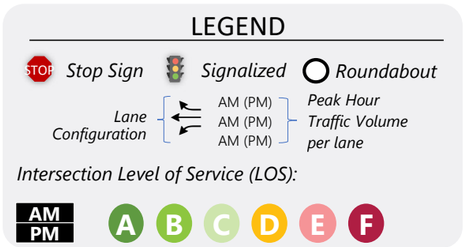


Figure 3

Existing 2020 Background Saturday AM & PM Peak Hour Traffic Conditions

3.3 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, the existing background Saturday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hours are reported in **Table 5** (see Appendix for the detailed LOS report). These results serve as a base for the analysis of the impacts of the proposed Snow Park Village development.

Table 5: Existing 2020 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	SSSC[4]	-	**-**	**-**	-	-
		PM		-	**-**	**-**	-	-
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC	-	-	-	-	-
		PM		-	-	-	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	6	A	-	-
		PM		WB Left	9	A	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	7	A	-	-
		PM		SB Left	11	B	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	15	C	-	-
		PM		WB Left	**39**	**E**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	11	B
		PM		-	-	-	11	B
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	11	B
		PM		-	-	-	21	C
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**77**	**E**
		PM		-	-	-	**84**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	12	B
		PM		-	-	-	20	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.

1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 5**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive East / Deer Valley Drive West: LOS E in the PM peak hour
    - This is caused by the high volumes of vehicles exiting the Deer Valley Resort area making a westbound right turn onto Deer Valley Drive West. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Deer Valley Drive / Park Avenue / Empire Avenue: LOS E in the AM peak hour, LOS F in the PM peak hour
    - This is caused by congestion at the signal due to high volumes accessing various ski resorts and downtown Park City.

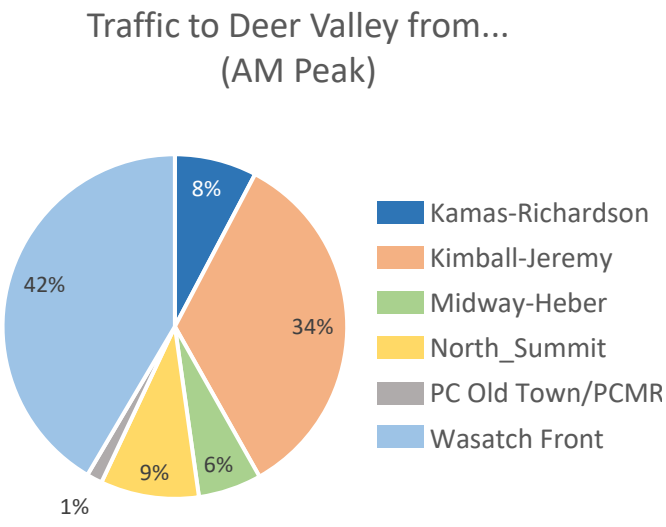
It should be noted that while the Bonanza Drive / Deer Valley Drive intersection operates within acceptable LOS, it is often impacted by vehicle queues spilling back to this intersection from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue in the PM peak hour.

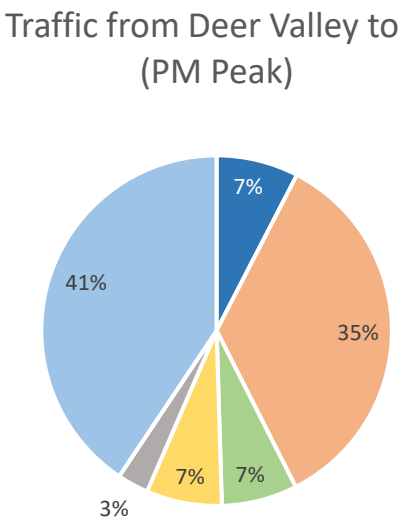
3.4 Mitigation Measures

The concept master plan for Snow Park Village shows reconfiguration and signalization of the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection, which will alter the westbound LOS at this intersection. Therefore, Fehr & Peers does not recommend any mitigation measures for existing background conditions.

3.5 Origin-Destination Data

To understand the distribution of origins from which travelers access Deer Valley, Fehr & Peers employed origin-destination data provided by StreetLight Data. StreetLight Data collects samples of trips using anonymized mobile phone data (location-based services, or LBS) and aggregates it to provide estimates of travel between origin-destination pairs. In this study, trips to and from surrounding areas (Kamas-Richardson, Kimball-Jeremy, Midway-Heber, North Summit County, Wasatch Front, and Park City Old Town/Mountain Resort) were examined. The data sample used in this study was based on 2019 and 2020 observed travel patterns on weekend days during morning and afternoon peak periods (8:00am-10:00am and 3:00pm-5:00pm, respectively) in January and February (peak ski months). The figure below displays the distributions of origins for visitors of the Deer Valley Resort, as also shown in **Figure 4**.





The Wasatch Front contributes the majority of visitors to and from Deer Valley Resort with 42% and 41% in the AM peak and PM peak, respectively. The Kimball-Jeremy area contributes the second-greatest percentage of visitors with 34% and 35% in the AM peak and PM peak, respectively. The vehicular traffic to and from the Kimball-Jeremy area are good candidates to encourage shifting to transit or other modes, especially if improved transit service accessing Deer Valley Resort is provided.

This data represents existing travel patterns and do not account for potential changes in travel following the construction of Snow Park Village; trip distributon and assignment as shown in section 4.4 of this report primarily focuses on new project trips. Furthermore, StreetLight Data can not ditinguish between single-occupancy vehicles and high-occupancy/transit vehicles, and therefor does not account for current carpooling or transit usage.

3.6 Vehicle Occupancy Data

In addition to traffic counts and StreetLight Data, Fehr & Peers collected vehicle occupancy counts for AM peak-period, inbound traffic for the Deer Valley Resort. Vehicle occupancy counts were collected for the following three days:

- Saturday, February 13, 2021
- Tuesday, February 23, 2021
- Saturday, February 27, 2021

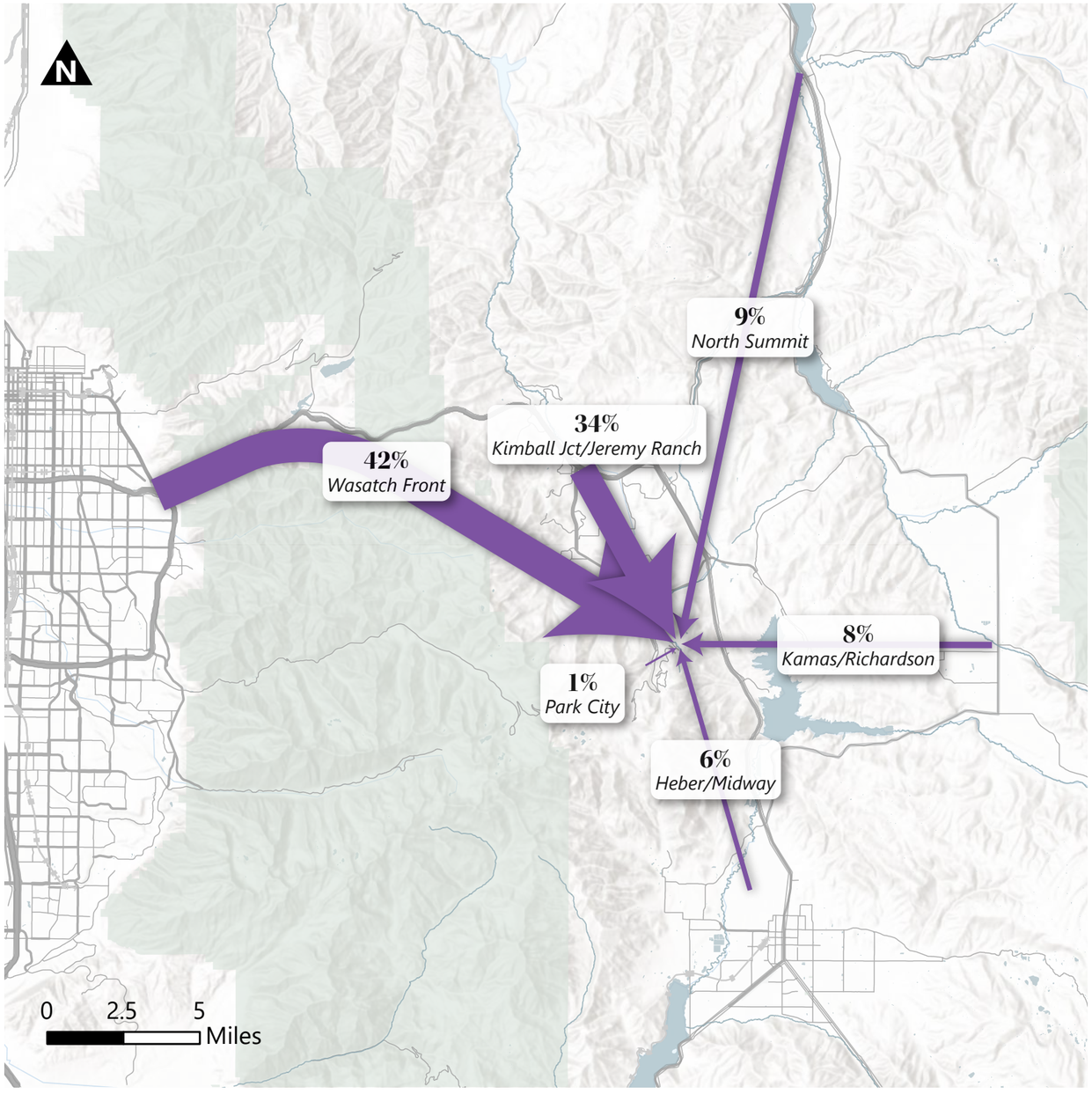
Table 6 presents a summary of vehicle occupancy data, calculated from data collected during the three days listed above. It should be noted that the vehicle occupancy counts were collected during the global COVID-19 pandemic, and the data shown in **Table 6** could be skewed because people are less likely to carpool with individuals outside of their immediate home due to risks presented by Covid-19.

In summary, the average vehicle occupancy for Snow Park Village was observed to be 2.02 occupants/vehicle on Saturday (weighted average of the two sample Saturdays), and 1.90 occupants/vehicle on a weekday (from a single weekday). Also, the percent of single-occupant vehicles was observed to be about 36% on Saturday (weighted average of the two sample Saturdays), and about 38% on a weekday (from a single weekday). Vehicle occupancy is a useful metric to have available for baseline conditions, as it can be used in evaluating how future implementation of potential transportation demand management (TDM) strategies and broader transit network improvements could impact travel behavior. It should be noted that, due to the global Covid-19 pandemic, carpooling may be lower than pre-pandemic levels. However, a return to higher rates of carpooling is expected to be achievable in the near future.

Table 6: Snow Park Village Vehicle Occupancy Summary

Time Period	Total Vehicle Count	Average Occupancy	Single Occupant Vehicles	Percent Single Occupant Vehicles
Saturday, February 13, 2021				
7:45 – 8:00	45	1.76	19	42%
8:00 – 8:15	58	1.84	23	40%
8:15 – 8:30	59	2.12	17	29%
8:30 – 8:45	68	2.09	19	28%
8:45 – 9:00	74	2.04	26	35%
9:00 – 9:15	26	2.12	12	46%
9:15 – 9:30	22	1.95	10	45%
9:30 – 9:45	20	1.95	7	35%
Sum	**372**	-	**133**	-
Weighted Average	-	**1.99**	-	**36%**
Tuesday, February 23, 2021				
7:45 – 8:00	15	1.60	6	40%
8:00 – 8:15	32	1.50	22	69%
8:15 – 8:30	48	1.65	24	50%
8:30 – 8:45	56	1.91	17	30%
8:45 – 9:00	63	2.00	23	37%
9:00 – 9:15	48	1.92	16	33%
9:15 – 9:30	43	2.23	11	26%
9:30 – 9:45	24	2.17	5	21%
Sum	**329**	-	**124**	-
Weighted Average	-	**1.90**	-	**38%**
Saturday, February 27, 2021				
7:45 – 8:00	41	1.66	20	49%
8:00 – 8:15	77	2.04	24	31%
8:15 – 8:30	100	1.91	38	38%
8:30 – 8:45	93	2.11	28	30%
8:45 – 9:00	120	2.28	40	33%
9:00 – 9:15	133	1.98	61	46%
9:15 – 9:30	129	1.97	39	30%
9:30 – 9:45	38	2.13	10	26%
Sum	**731**	-	**260**	-
Weighted Average	-	**2.03**	-	**36%**

Source: Fehr & Peers.



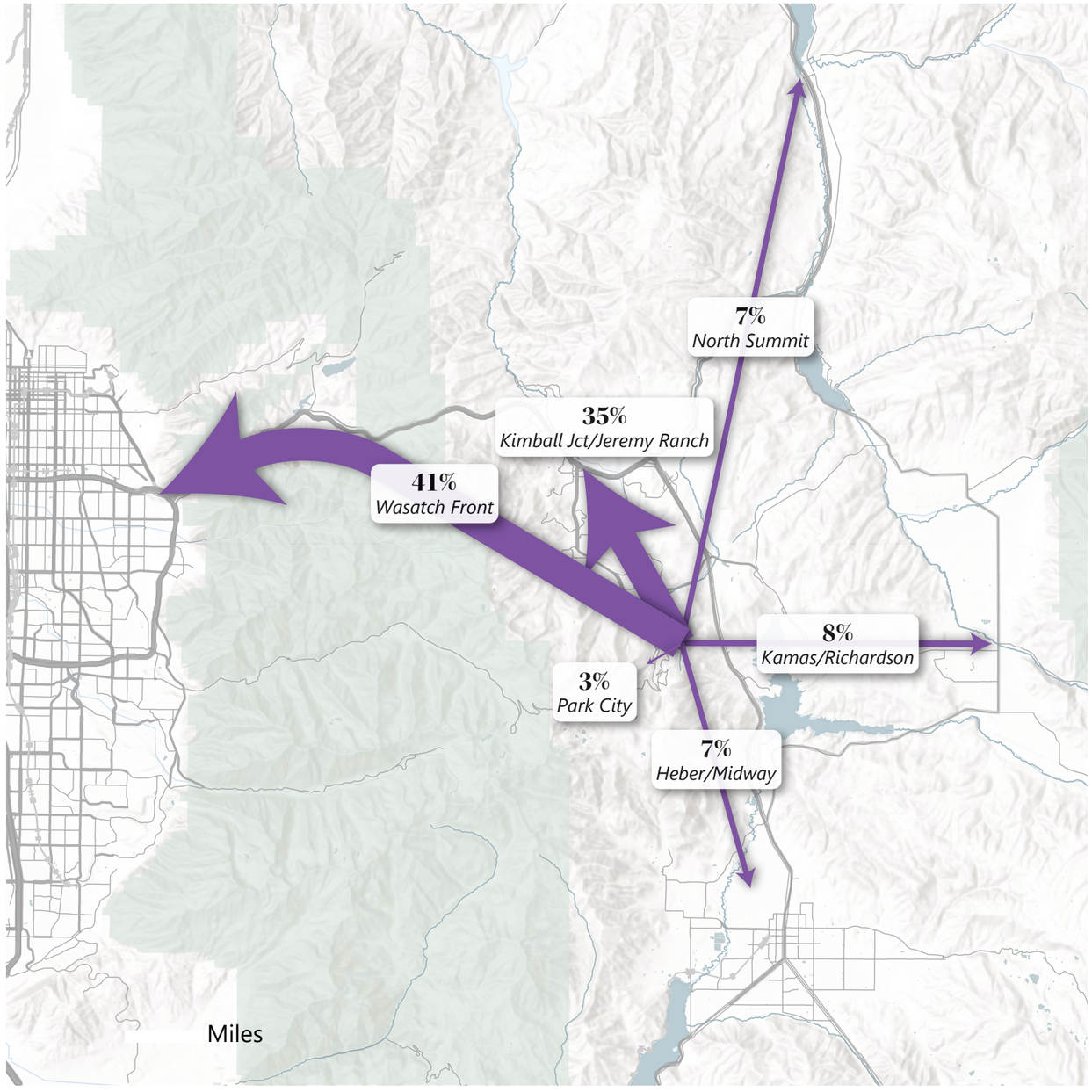


Figure 4

Deer Valley Origin-Destination AM Incoming - PM Outgoing Trends

4. Project Conditions

The Project conditions analysis evaluates the type and intensity of proposed development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in the Introduction. Additionally, Snow Park includes many proposed updates to the roadway network immediately adjacent to the site.

4.1 Project Description

The first phase of the proposed Snow Park Village development will be located at the south parcel of the Deer Valley Resort. The parcel is currently surface parking lots for Deer Valley. Deer Valley resort is in a cul-de-sac type of location, and all trips will access the development through the Deer Valley Drive / Deer Valley Drive East/ Deer Valley Drive West intersections. As a reminder, this traffic report accounts for all future development of the current surface parking lots.

4.1.1 Site Access and Circulation

The Snow Park Village proposal includes mitigations at key intersections to provide better transit access, especially at the transit hub, and improve the traffic flow for visitors traveling by all modes. This circulation plan includes a seasonal one-way Shared Mobility Lane (SML), which prioritizes transit. It will function in a counterclockwise manner. After ski season, the SML will be open to bicycle traffic. Management and enforcement, year-round, will be a City responsibility.

Deer Valley Drive West will be largely left as it is today. The main entrance for day skiers is the western access off Doe Pass Road into the P2 level. The northbound approach at the Doe Pass Road / Deer Valley Drive West intersection will be stop-controlled. To improve pedestrian and bicycle connections, a continuous multiuse path will be constructed along the west curb to connect Snow Park Village to multimodal facilities along Deer Valley Drive and the broader Park City active transportation network. Adjacent to the Snow Park Village site, Deer Valley Drive West will be gated to control access to the Trails End development and to discourage use of the southern terminus of Deer Valley Drive West as a skier drop off area.

Doe Pass Road will be reconfigured to provide access to the parking structure and mobility hub entrances. Doe Pass Road will include two-way general traffic lanes to allow for the movement of public and private vehicles. A continuous sidewalk will be provided on the south side of Doe Pass Road, which will be connected to the multiuse path along the west curb of Deer Valley Drive West by controlled crossings. Two parking accesses, to levels P1 and P2, will be provided on Doe Pass Road. The parking structure will have

internal ramping to allow access between P2 and P3. Both driveways will be controlled with parking management technology, and Deer Valley staff as needed.

Deer Valley Drive East Two general traffic lanes and one transit flex lane will be provided on Deer Valley Drive East. A continuous multiuse path will be provided along the west side, which connects to other similar facilities around the Deer valley Drive loop. Deer Valley Drive East will act as the primary route by which day-skiers depart Snow Park Village, which will be supported by the reconfiguration of the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection and through intuitive, real-time wayfinding. South of its intersection with Doe Pass Road, Deer Valley Drive East will provide access to P2, P3 and P4 parking levels which will primarily serve day skiers. Driveways to these parking levels will be similarly managed through parking technology and Deer Valley staff during periods of peak demand. At its southern terminus, Deer Valley Drive East will be reconfigured into a turnaround drop-off area for day-skier traffic. This drop-off area will be heavily managed, particularly at peak drop-off and pick-up periods with Deer Valley staff directing traffic to ensure smooth operations and safe conditions for users.

A conceptual site plan, showing driveway locations and conceptual roadway configurations is shown in **Figure 5**.

Figure 5
Conceptual Site Plan

4.2 Trip Generation

Much research and case studies have been performed to better understand the transportation benefits of mixed-use development and transit-oriented development (TOD) over the past decade. "D" factors affect the way mixed-use developments generate trips. The "D" factors include:

- Density *(dwellings, jobs per acre)*
- Diversity *(mix of housing, jobs, retail)*
- Design *(connectivity, walkability)*
- Destinations *(regional accessibility)*
- Distance to Transit *(rail and bus proximity)*
- Development Scale *(population, jobs)*
- Demographics *(household size, income)*

Because of the "D" factors, mixed-use developments and TOD have a much higher distribution of mode split (split between walk, bike, transit, and vehicle) and generally result in lower single-occupant vehicle trips and parking demand. Research has shown that mixed-use developments and TOD generate one-third to two-thirds fewer trips than typical state-of-the-practice trip generation methodologies.

Trip generation for the proposed Snow Park Village was obtained from the *Institute of Transportation Engineers – 10th Edition Trip Generation Manual* (ITE Manual) and Fehr & Peers' mixed-use development (MXD+) methodology via MainStreet, a Fehr & Peers web application that captures the traffic benefits of developments by looking at interactions among the mixture of land uses and patron usage of alternative modes (i.e. transit, bicycling, and/or walking). Since the beginning of this effort, a new edition of the *Trip Generation Manual* has been published, however, analyses presented in this report rely on 10th Edition trip generation rates. This is to be consistent with previous drafts, and rates presented in the updated *Trip Generation Manual* would likely lead to marginal ("noise") reductions in trip generation estimates. MXD+ outputs are included in the appendix of this report.

The MXD+ trip generation methodology more accurately captures the trip-reducing benefits of mixed-use development projects and is used throughout the United States to help developers, agencies, and the public to quantify these trip reductions. The MXD+ trip generation model is promoted by the United States Environmental Protection Agency (EPA) and has been adopted by the American Society of Civil Engineers (ASCE), American Planning Association (APA), and many others as a recommended resource for trip generation of smart-growth developments. The MXD+ model uses ITE trip generation rates and applies additional variables to those trip generation rates. Some of the additional variables include:

- Employment

- (Population + Employment) per square mile
- Land area
- Total jobs / population diversity
- Number of intersections per square mile
- Employment within a mile; within
- Employment within a 30-minute trip by transit
- Average household size
- Vehicles owned per capita

Trip generation for the project was computed using trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition, 2017, with trip reductions based on Fehr & Peers' MXD+ methodology to account for the project's many complementary land uses and availability of transit. These reductions were further informed by inputs from the Summit County Travel Demand Model to better tailor results to local travel behavior. Snow Park Village is proposed to include following land uses (taken from the land use program dated October 2021):

- 30,900 square feet of ballroom/event center space
- 143 multifamily housing units
- 193 hotel rooms
- 25,900 square feet of commercial/retail space

The development is proposed to support the current Deer Valley Resort and other land uses in adjacent to the resort. It should be noted that the land uses supporting the ski resort will not be substantial traffic generators; rather, the ski resort will be the primary generator of traffic, and the support land uses serve as accessories to the resort. The current traffic accessing the ski resort were assumed to cover the trip generation for the ski resort and the support land uses independent of the Snow Park Village proposal. **Table 7** presents the Saturday daily, AM peak-hour, and PM peak-hour trip generation estimates for the entirety of the proposed Snow Park Village Project on both parcels north and south of Doe Pass Road, not only the proposed first phase (Village) south of Doe Pass Road.

4.2.1.1 Resort Hotel Trip Generation Rates

Trip Generation estimates for the hotel uses included in the Snow Park Village proposal are based on observed trip generation rates recorded during the development of the 2018 Canyons Village Transportation Master Plan. While there are a handful of key factors that might result in trip generation rates closer to those in the original Snow Park Village Traffic Impact Study, including proximity to the interstate and other complementary land uses, estimates in this memorandum used the local rates recorded at the Canyons.

4.2.1.2 Assumed Mode Shift

To avoid double-counting potential reductions, the trip generation estimates in this memorandum rely solely on mode shift derived from the MXD methodology and underlying assumptions from the regional travel demand model. These reductions, which are shown in the columns titled "% Walk/Bike" and "% Transit," are applied to all proposed land uses. Snow Park Village is proposing to provide full parking supply required by the Park City LMC with no reductions. To account for the availability of parking and potential added incentive to drive rather than use other modes, the reductions for shift to other modes were minimized, assuming half of what was presented in the November 2022 submittal.

4.2.1.3 Reduction in Vehicle Trips due to Implementation of Paid Parking

Charging for parking is a reliable method by which to influence mode choice, and Deer Valley intends to implement paid parking as part of the Snow Park Village proposal. Reductions in trip generation due to the implementation of paid parking at Deer Valley have been scaled back to present a more conservative estimate of how parking pricing will affect trip generation. While many Deer Valley clientele may be much less sensitive to additional costs associated with a day's skiing than the general population, almost 45% of existing trips to and from Deer Valley start and end at points along the Wasatch Front, residents of which are more likely to alter their behavior based on willingness to pay. Lastly, reductions in trip generation due to the implementation of parking pricing are applied only to the resort hotel-, shopping center-, and event center-generated trips, since proposed residential uses at the site are unlikely to require that residents pay for parking on a daily basis.

4.2.1.4 Trip Internalization Derived from MXD

A fundamental element of the Snow Park Village proposal is to provide amenities, services, and entertainment options that complement each other and the ski resort itself. This means that peak-hour trips that might occur without complementary land uses are either delayed (so that they do not occur during the peak hours) or do not require a vehicle trip due to proximity of different uses. Trip internalization rates, presented in **Table 7** under the column heading "% Internal Capture" are applied only to the residential-, resort hotel-, and recreational community center-generated trips, and present a more conservative rate of internalization than presented in the original Snow Park Village traffic impact study.

4.2.1.5 Trip Internalization Derived from Squaw Valley (Palisades Tahoe)

While the residential, hotel, and community center uses are expected to be destinations unto themselves that will generate a measurable number of peak-hour vehicle trips, the food service and retail uses (shown

in **Table 7** as "Shopping Center") are expected to almost exclusively serve guests already at Deer Valley rather than guests traveling to Deer Valley explicitly for those services.

To support this assumption, trip generation estimates for the shopping center uses in this memorandum rely on trip internalization estimates derived from an origin-destination survey conducted at the Squaw Valley, California resort in 2011. Surveys conducted showed that 95-97% of customers at dining and retail uses in a similar context (ski resort base village) were already at the village for other purposes, and did not travel solely for the dining/retail use. Reductions based on the data from Squaw Valley are presented under the column heading "% Resort Int. Capt." And are applied only to the shopping center uses. We assume that employees for these uses will almost exclusively arrive and depart during off-peak periods, resulting in lower reductions for daily trips generated by the shopping center uses.

Trip generation for Snow Park Village is covered in greater detail in **Attachment A**. Detailed MXD+ outputs are also included in the appendix.

Table 7: Snow Park Village Trip Generation

Land Use[1]	Number of Units	Unit Type	Rate[2]	Daily Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[9]	Trips Entering	Trips Exiting	**New Daily Trips**
(220) - Multifamily Housing Low-Rise	143	Dwelling Unit	8.14	1,164	50%	50%	2.3%	1.5%	-	1.9%	-	549	549	**1,098**
(330) - Resort Hotel	193	Rooms	6.27	1,210	50%	50%	2.3%	1.5%	7.5%	1.9%	-	526	526	**1,052**
(820) - Shopping Center	25.9	1,000 Sq. Ft	46.12	1,195	50%	50%	2.3%	1.5%	7.5%	-	90.0%	53	53	**106**
(495) Recreational Community Center	30.9	1,000 Sq. Ft	9.10	281	50%	50%	2.3%	1.5%	7.5%	1.9%	-	123	123	**246**
Day Skiers[10]	150	Stalls	7.42	1,113	50%	50%	-	-	-	-	-	557	557	**1,114**
Net Weekday Trips				**4,963**								**1,808**	**1,808**	**3,616**
Land Use[1]	Number of Units	Unit Type	Rate[2]	AM Peak Hour Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[8]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
(220) - Multifamily Housing Low-Rise	143	Dwelling Unit	0.46	66	23%	77%	2.8%	1.0%	-	3.7%	-	15	47	**62**
(330) - Resort Hotel	193	Rooms	0.41	79	72%	28%	2.8%	1.0%	7.5%	3.7%	-	49	19	**68**
(820) - Shopping Center	25.9	1,000 Sq. Ft	0.94	24	62%	38%	2.8%	1.0%	7.5%	-	96.2%	1	1	**2**
(495) Recreational Community Center	30.9	1,000 Sq. Ft	1.76	54	62%	38%	2.8%	1.0%	7.5%	3.7%	-	29	18	**47**
Day Skiers[10]	150	Stalls	0.54	82	100%	0%	-	-	-	-	-	82	0	**82**
Net Saturday AM Peak Hour Trips				**306**								**176**	**85**	**261**
Land Use[1]	Number of Units	Unit Type	Rate[2]	PM Peak Hour Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[8]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
(220) - Multifamily Housing Low-Rise	143	Dwelling Unit	0.70	100	60%	40%	1.7%	1.5%	-	10.6%	-	52	35	**87**
(330) - Resort Hotel	193	Rooms	0.70	135	43%	57%	1.7%	1.5%	7.5%	10.6%	-	46	61	**107**
(820) - Shopping Center	25.9	1,000 Sq. Ft	4.50	117	52%	48%	1.7%	1.5%	7.5%	-	96.2%	3	2	**5**
(495) Recreational Community Center	30.9	1,000 Sq. Ft	1.07	33	52%	48%	1.7%	1.5%	7.5%	10.6%	-	14	13	**27**
Day Skiers[10]	150	Stalls	0.64	96	0%	100%	-	-	-	-	-	0	96	**96**
Net Saturday PM Peak Hour Trips				**481**								**115**	**207**	**322**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. ITE Trip Generation Rates. Hotel rates derived from data collected on Saturday, February 17, 2018, for the Canyons Village Management Association Transportation Master Plan. Day skier rates calculated from existing vehicles/stalls.

3. Traffic Generated by the development according to trip generation rates provided in the ITE Manual (custom rates for Hotel).

4. Percentage of trips Entering and Exiting the development according to the ITE Manual.

5. Percentage of trips that shift to active transportation or transit modes based on data collected by U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

6. Percentage of trips that are captured internally to the site based on rates published in ITE Manual.

7. Percentage of trips that shift to transit due to parking costs based on Fehr & Peers's Parking Cost Tool. The tool estimates close to 20%; 7.5% assumed for conservative results.

8. Percentage of trips that are captured internally to the site for retail/restaurant based on Squaw Valley winter overnight visitor survey conducted in 2011, for weekend AM and PM peak hours.

9. Daily retail/restaurant internal capture percentage was assumed to be lower than AM and PM peak hours due to employees, which daily travel patterns are not as affected as much as peak hours.

10. Day skiers not included in ITE. The rates for day skiers were derived by calculating the number of existing vehicles with the available 1350 existing stalls.

Source: Fehr & Peers

4.3 Trip Distribution and Assignment

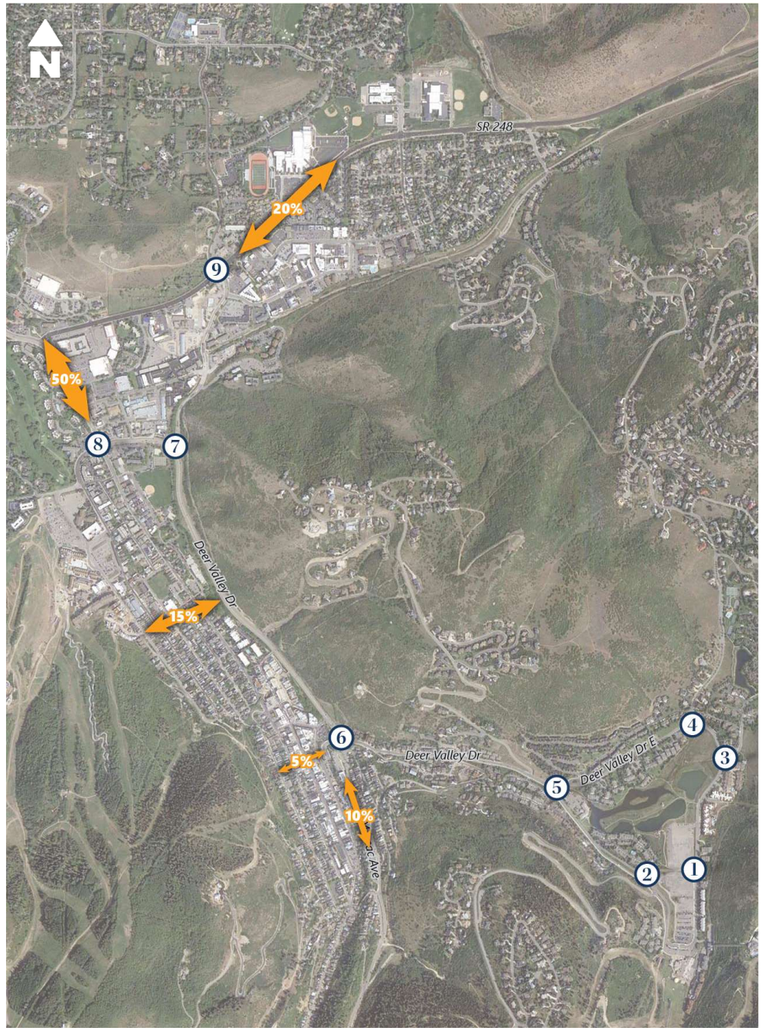
Project traffic was assigned to the roadway network based on the proximity to major streets and freeways, population densities, and local and regional attractions. Existing travel patterns revealed in the Streetlight data, Continuous Count Station (CCS) data collection from UDOT, and observed during data collection also provided helpful guidance to establish these distribution percentages, especially close to the site.

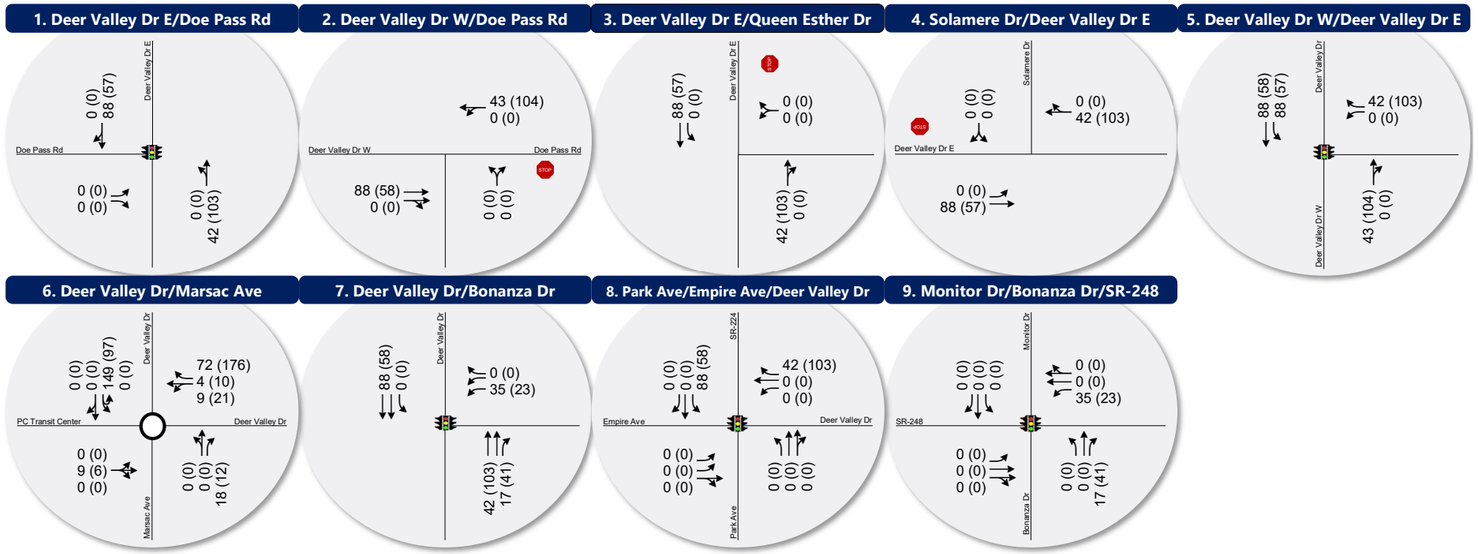
The CCS data from UDOT informed the distribution of trips arriving via SR-224 and SR-248. Closer to the project site, Streetlight data informed the distribution of trips arriving via Marsac Avenue and Deer Valley Drive. Overall, the project-generated trips were distributed to and from these directions in the Existing analysis, in the corresponding percentages:

- 50% North (using SR-224)
- 20% East (using SR-248 via Bonanza Drive)
- 15% West (using any of the accesses along Deer Valley Drive between Bonanza and Marsac)
- 5% West (using the Transit Hub access at the Marsac Roundabout)
- 10% South (using Marsac Avenue)

This trip distribution does not fully align with the origin-destination data presented in **Figure 4** due to the expected differences in trip purpose stemming from the change in land use at Snow Park. The distribution and assignment of new, project-generated trips reflects the assumption that residents and guests of Snow Park Village's hotel and residential uses are more likely to and from Old Town for dining, shopping, or entertainment purposes.

These trip distribution assumptions were used to distribute project-generated traffic to the study area intersections and are shown in **Figure 6**.





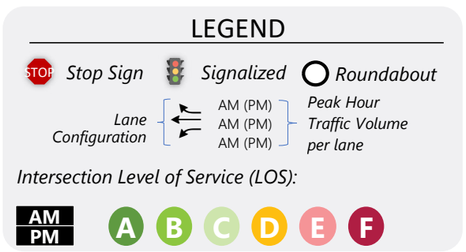


Figure 6

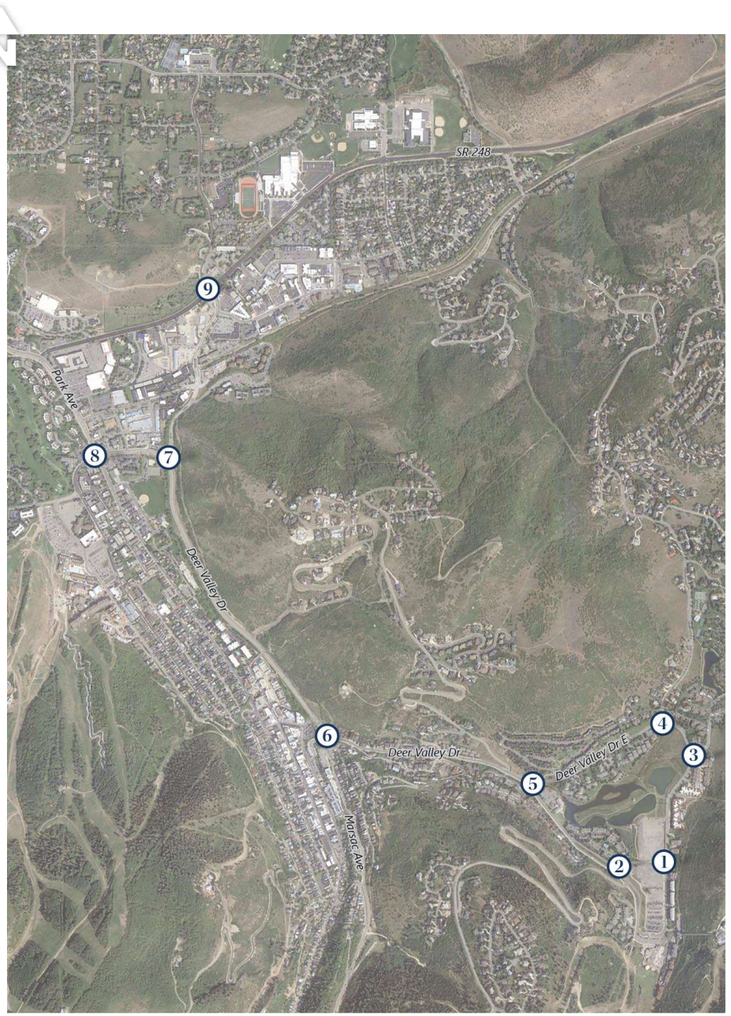
Saturday AM & PM Peak Hour Trip Generation and Distribution

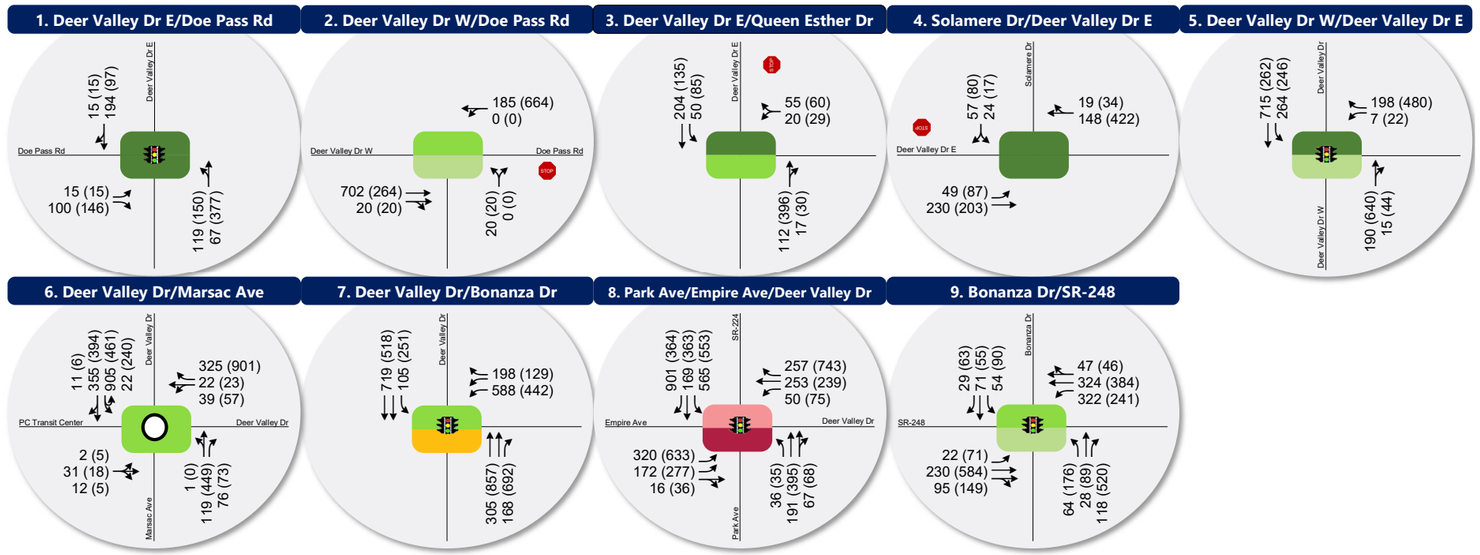
5. Existing 2020 plus Project Conditions

The Existing (2020) Plus Project conditions analysis evaluates the impact of the proposed development-generated traffic on the surrounding roadway network under existing conditions. To analyze this impact, the Saturday peak-hour background traffic volumes were combined with volumes generated by the proposed Project during its Saturday peak hours. Intersection LOS analyses were then performed and compared to the results of the background traffic volumes. This comparison shows the impact of the proposed project.

5.1 Traffic Volumes

Vehicle trips in and out of the existing Deer Valley resort are assumed to be for the ski resort users and were not subtracted out from the background volumes. Project-generated traffic for the additional land uses and development was added to the background volumes to yield Existing (2020) Plus Project peak-hour volumes. The Saturday AM and PM peak-hour traffic volumes at the study intersections are shown in **Figure 7**.





LEGEND

STOP *Stop Sign* *Signalized* *Roundabout*

Lane Configuration AM (PM) / AM (PM) / AM (PM) *Peak Hour Traffic Volume per lane*

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 7

Existing 2020 Plus Project Saturday AM & PM Peak Hour Traffic Conditions

5.2 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, the existing 2020 plus project Saturday AM and PM peak hour LOS were computed for each study intersection. The results of the analysis are reported in **Table 8** (see Appendix for the detailed LOS report).

Table 8: Existing 2020 plus Project Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	6	A
		PM		-	-	-	7	A
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	8	A	-	-
		PM		NB Left	16	C	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	8	A	-	-
		PM		WB Left	11	B	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	8	A	-	-
		PM		SB Left	13	B	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	26	D	-	-
		PM		WB Left	**128**	**F**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	15	B
		PM		-	-	-	15	B
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	11	B
		PM		-	-	-	29	C
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**75**	**E**
		PM		-	-	-	**83**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	13	B
		PM		-	-	-	20	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 8**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive East / Deer Valley Drive West: LOS F in the PM peak hour
    - This is caused by the high traffic volumes exiting the Deer Valley Resort on the westbound approach onto Deer Valley Drive. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Deer Valley Drive / Park Avenue / Empire Avenue: LOS E in the AM peak hour, LOS F in the PM peak hour
    - This is caused by high congestion at the signal due to high volumes accessing various ski resorts and downtown Park City.

It should be noted that the proposed Snow Park Village development introduces various support land uses intended to attract resort users to stay on-site after the ski resort peak hour. This will help distribute the peaking of traffic, reducing delays at the study intersections and roadways. Therefore, the results shown in **Table 8** are likely overstated.

5.3 Mitigation Measures

The Snow Park Village site plan includes realignment of the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection. The intersection is currently a "T"-intersection with free-flow movement north/south along Deer Valley Drive West / Deer Valley Drive, and a stop-control on the approach of Deer Valley Drive East. The proposed plan adds a signal at the intersection, as shown in **Figure 8**. Deer Valley Drive West will serve as a primary transit and auto route to access the proposed transit hub and the main P2 parking level entrance on Doe Pass Road and serve private vehicles accessing Royal Street and the Trail's End community. Deer Valley Drive East will serve as the secondary vehicular route to access the Snow Park drop-off/pick-up area and parking structure accesses that includes day skier spaces, hotel, and residences.

To evaluate how the study intersections would operate if driving behaviors do not change despite development, the traffic distribution of the background traffic at the Deer Valley Drive East / Deer Valley Drive West intersection was not modified, and project traffic was added. This was assumed to account for the historical use patterns and direct routes to the parking garages. This resulted in traffic splits similar to existing conditions at the Deer Valley Drive East / Deer Valley Drive West intersection with roughly 25% using Deer Valley Drive East and roughly 75% using Deer Valley Drive West inbound in the AM peak hour, and roughly 40% using Deer Valley Drive East and roughly 60% using Deer Valley Drive West outbound in the PM peak hour.

Park City has a longstanding position of not mitigating certain deficient intersections within its boundaries due to the impacts of road widening and other potential mitigations to the community. As a result, potential mitigations at the intersections of Deer Valley Drive / Park Avenue / Empire Avenue, Bonanza Drive / Monitor Drive / SR-248 were not analyzed as part of this study, and are therefore not included as recommendations. Further, deficiencies shown at the intersection of Deer Valley Drive / Bonanza Drive are not a result of project-generated trips or operations of the intersection itself; instead they stem from vehicle queues from the intersection of Deer Valley Drive / Park Avenue / Empire Avenue. As a result, mitigations at the intersection of Deer Valley Drive / Bonanza Drive are not recommended as part of this study. As stated earlier, Deer Valley Drive between the roundabout and SR-224 intersection is a UDOT facility. Any efforts to improve traffic will be led by UDOT.

The analysis results with the reconfigured Deer Valley Drive East / Deer Valley Drive West intersection are shown in **Table 9** (see Appendix for the detailed LOS report). As shown in **Table 9**, the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection operates at LOS A and LOS C in the AM and PM peak hours, respectively.

With increased traffic due to the development, the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections experience increased delays. As a mitigation, the Snow Park Village site plan includes new left-turn pockets at both the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections to improve traffic operations during peak periods and better facilitate inbound left turns, as well as a receiving lane to allow for two-stage left turns out of Solamere Drive and Queen Esther Drive.

Source: Alliance Engineering Inc

Figure 8

Proposed Reconfiguration of Deer Valley Drive East / Deer Valley Drive West Intersection - Transit Priority Alternative

Table 9: Existing 2020 plus Project Mitigated Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	4	A
		PM		-	-	-	7	A
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	12	B	-	-
		PM		NB Left	19	C	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	5	A	-	-
		PM		WB Left	11	B	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	6	A	-	-
		PM		SB Left	9	A	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	Signal	-	-	-	9	A
		PM		-	-	-	21	C
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	15	B
		PM		-	-	-	15	B
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	12	B
		PM		-	-	-	38	D
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**76**	**E**
		PM		-	-	-	**84**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	13	B
		PM		-	-	-	20	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound.
4. Side-street stop control.

Source: Fehr & Peers.

6. Opening Year (2024) Background Conditions

The purpose of the Opening Year (2024) Background conditions analysis is to evaluate the study intersections during the peak travel periods of the day under projected 2024 traffic volumes, when the development is projected to open. This analysis provides a baseline condition for the year 2024, which can be used to determine future Project impacts.

6.1 Traffic Volumes

Traffic volumes for 2024 were estimated using traffic counts and forecasted volumes from the Summit/Wasatch Travel Demand Model (September 2020 version) for 2024. This is a regional forecasting model developed with UDOT support to help plan for major infrastructure in the Wasatch Back region. The Summit/Wasatch Travel Demand Model shows a lower annual growth rate in the future by accounting for a higher mode split for non-drive alone modes of transportation – higher usage of transit, walking, and biking than previous versions of travel demand models. The following annual growth rates were used on the following roadways to project 2024 background weekday volumes as shown in **Figure 9**.

- 0.5% on Deer Valley Drive (SR-224) north of Bonanza Drive
- 0.5% on Deer Valley Drive (SR-224) south of Bonanza Drive
- 0.5% on Deer Valley Drive (SR-224) north of Marsac Avenue
- 0.6% on Deer Valley Drive (SR-224) east of Marsac Avenue
- 0.6% on Deer Valley Drive (SR-224) north of Deer Valley Drive West
- 0.4% on Deer Valley Drive (SR-224) south of Deer Valley Drive West
- 1.7% on Bonanza Drive
- 0.3% on Marsac Avenue

6.2 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, opening year 2024 background weekday peak hour LOS was computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hour are reported in **Table 10** (see Appendix for the detailed LOS report).

Table 10: Opening Year 2024 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	SSSC[4]	-	**-**	**-**	-	-
		PM		-	**-**	**-**	-	-
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC	-	-	-	-	-
		PM		-	-	-	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	6	A	-	-
		PM		WB Left	8	A	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	6	A	-	-
		PM		SB Left	11	B	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	14	B	-	-
		PM		WB Left	**41**	**E**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	11	B
		PM		-	-	-	11	B
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	11	B
		PM		-	-	-	20	C
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**82**	**F**
		PM		-	-	-	**85**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	13	B
		PM		-	-	-	20	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 10**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

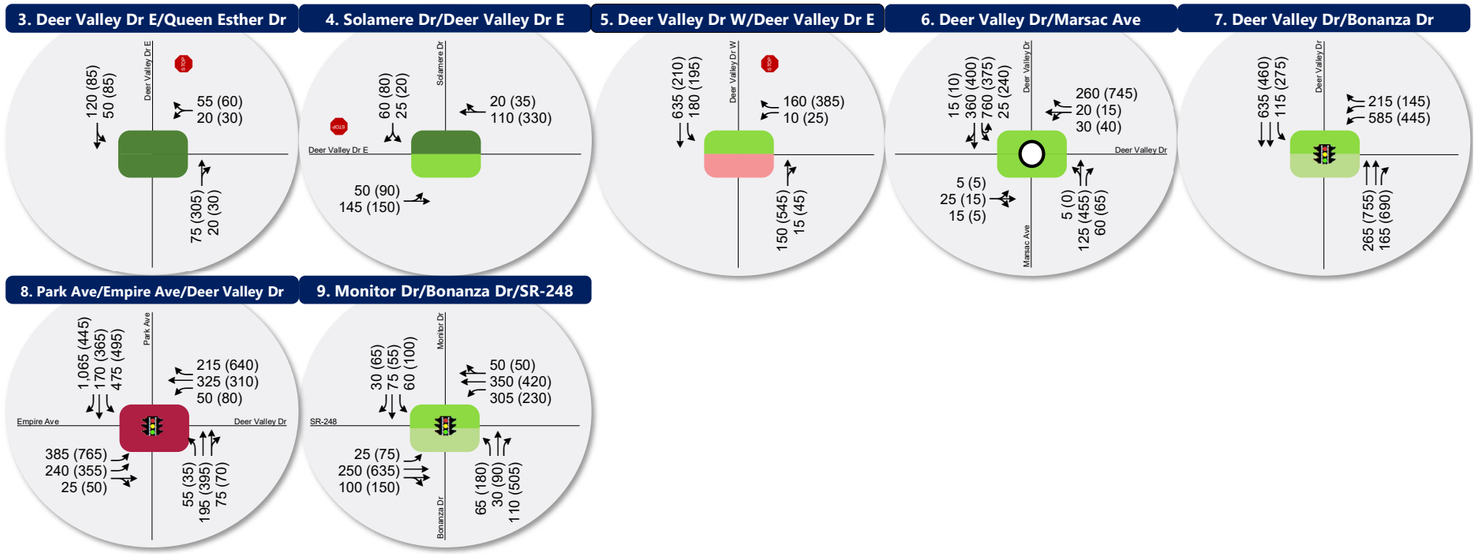
- Deer Valley Drive East / Deer Valley Drive West: LOS E in the PM peak hour
    - This is caused by the high volumes of vehicles exiting the Deer Valley Resort area making a westbound right turn onto Deer Valley Drive West. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.

- Deer Valley Drive / Park Avenue / Empire Avenue: LOS F in both AM and PM peak hours
    - This is caused by high congestion at the signal due to high volumes accessing various ski resorts and downtown Park City.

It should be noted that while the Bonanza Drive / Deer Valley Drive intersection operates within acceptable LOS, it is often impacted by vehicle queues spilling back to this intersection from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue in the PM peak hour.

6.3 Mitigation Measures

The concept master plan for Snow Park Village shows re-alignment and signalization of the Deer Valley Drive East / Deer Valley Drive West intersection, which will alter the westbound LOS at this intersection. Therefore, Fehr & Peers does not recommend any mitigation measures for opening year background conditions.



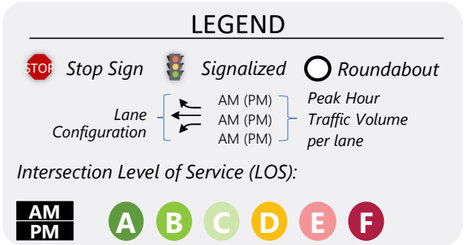


Figure 9

Opening Year 2024 Background Saturday AM & PM Peak Hour Traffic Conditions

7. Opening Year (2024) Plus Project Conditions

The purpose of the opening year 2024 plus project conditions analysis is to evaluate the impact of the proposed development traffic on the surrounding roadway network in the year 2024, the proposed opening year of the development. To analyze this impact, the projected 2024 Saturday AM and PM peak hour background traffic volumes were combined with volumes generated by the development for the Saturday AM and PM peak hours. Intersection LOS analyses were then performed and compared to the results of the background traffic volumes. This comparison shows the impact of the proposed project in opening year 2024.

7.1 Traffic Volumes

Project-generated traffic (**Figure 6**) was added to the opening year 2024 background volumes (**Figure 9**) to yield Opening Year (2024) Plus Project Saturday AM and PM peak-hour traffic volumes at the study intersections as shown in **Figure 10**.

7.2 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, opening year 2024 plus project Saturday AM and PM peak hour LOS were computed for each study intersection. The results of the analysis are reported in **Table 11** (see Appendix for the detailed LOS report).

Table 11: Opening Year 2024 plus Project Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	7	A
		PM		-	-	-	7	A
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	15	B	-	-
		PM		NB Left	24	C	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	8	A	-	-
		PM		WB Right	20	C	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	8	A	-	-
		PM		SB Right	**78**	**F**	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	20	C	-	-
		PM		WB Right	**126**	**F**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	16	C
		PM		-	-	-	16	C
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	12	B
		PM		-	-	-	**67**	**E**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**80**	**F**
		PM		-	-	-	**88**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	14	B
		PM		-	-	-	22	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 11**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive East / Solamere Drive: LOS F in the PM peak hour
    - This is caused by the queues at the stop-controlled westbound approach at the Deer Valley Drive East / Deer Valley Drive West intersection extending past Solamere Drive, making it difficult for the southbound vehicles to turn onto Deer Valley Drive East.
- Deer Valley Drive East / Deer Valley Drive West: LOS F in the PM peak hour

- This is caused by the high traffic volumes exiting the Deer Valley Resort area making a westbound right turn onto Deer Valley Drive. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.

- Deer Valley Drive / Bonanza Drive: LOS E in the PM peak hour
  - This is caused by vehicle queues spilling back to this intersection from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue.
- Deer Valley Drive / Park Avenue / Empire Avenue: LOS F in both AM and PM peak hours
  - This is caused by high congestion at the signal due to high volumes accessing various ski resorts and downtown Park City

It should be noted that the proposed Snow Park Village development introduces various support land uses intended to attract resort users to stay on-site after the ski resort peak hour. This will help distribute the peaking of traffic, reducing delays at the study intersections and roadways. Therefore, the results shown in **Table 11** are likely overstated.

7.3 Mitigation Measures

The Snow Park Village site plan includes realignment of the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection. The intersection is currently a "T"-intersection with free-flow movement north/south along Deer Valley Drive West / Deer Valley Drive, and a stop-control on the approach of Deer Valley Drive East. The proposed plan adds a signal at the intersection as shown in **Figure 8.** Deer Valley Drive West will serve as a primary transit and auto route to access the proposed transit hub and the main P2 parking level entrance on Doe Pass Road, and serve private vehicles accessing Royal Street and the Trail's End community. Deer Valley Drive East will serve as the secondary vehicular route to access the Snow Park drop-off/pick-up area and parking structure accesses that includes day skier spaces, hotel, and residences.

To evaluate how the study intersections would operate if driving behaviors do not change despite development, the traffic distribution of the background traffic at the Deer Valley Drive East / Deer Valley Drive West intersection was not modified, and project traffic was added. This was assumed to account for the historical use patterns and direct routes to the parking garages. This resulted in traffic splits similar to existing conditions at the Deer Valley Drive East / Deer Valley Drive West intersection with roughly 25% using Deer Valley Drive East and roughly 75% using Deer Valley Drive West inbound in the AM peak hour, and roughly 40% using Deer Valley Drive East and roughly 60% using Deer Valley Drive West outbound in the PM peak hour.

Park City has a longstanding position of not mitigating certain deficient intersections within its boundaries due to the impacts of road widening and other potential mitigations to the community. As a result, potential mitigations at the intersections of Deer Valley Drive / Park Avenue / Empire Avenue, Bonanza Drive / Monitor Drive / SR-248 were not analyzed as part of this study, and are therefore not included as recommendations. Further, deficiencies shown at the intersection of Deer Valley Drive / Bonanza Drive are not a result of project-generated trips or operations of the intersection itself; instead they stem from vehicle queues from the intersection of Deer Valley Drive / Park Avenue / Empire Avenue. As a result, mitigations at the intersection of Deer Valley Drive / Bonanza Drive are not recommended as part of this study. As stated earlier, Deer Valley Drive between the roundabout and SR-224 intersection is a UDOT facility. Any efforts to improve traffic will be led by UDOT.

The analysis results with the reconfigured Deer Valley Drive East / Deer Valley Drive West intersection are shown in **Table 12** (see Appendix for the detailed LOS report). As shown in **Table 12**, the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection operates at LOS A and LOS C in the AM and PM peak hour, respectively.

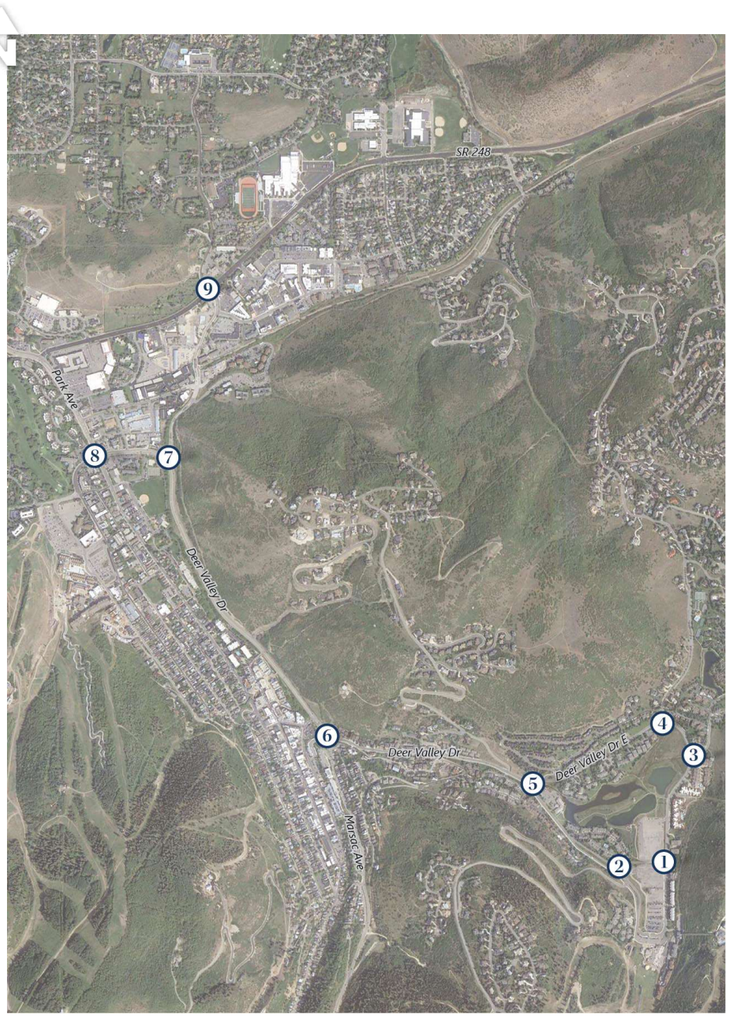
With increased traffic due to the development, the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections experience increased delays. As a mitigation, the Snow Park Village site plan includes new left-turn pockets at both the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections to improve traffic operations during peak periods and better facilitate inbound left turns, as well as a receiving lane to allow for two-stage left turns out of Solamere Drive and Queen Esther Drive.

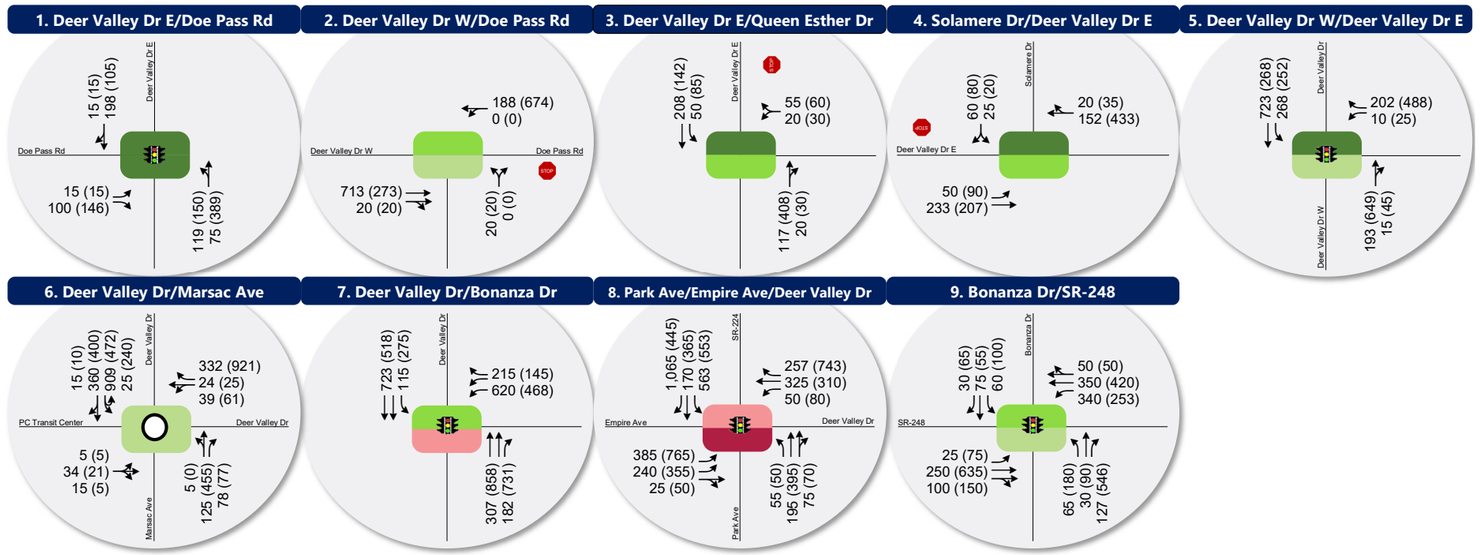
Table 12: Opening Year 2024 plus Project Mitigated Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	5	A
		PM		-	-	-	7	A
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	10	B	-	-
		PM		NB Left	18	C	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Right	5	A	-	-
		PM		WB Left	10	B	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	6	A	-	-
		PM		SB Left	11	B	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	Signal	-	-	-	9	A
		PM		-	-	-	22	C
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	16	C
		PM		-	-	-	16	C
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	12	B
		PM		-	-	-	**76**	**E**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**78**	**E**
		PM		-	-	-	**88**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	14	B
		PM		-	-	-	22	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound.
4. Side-street stop control.

Source: Fehr & Peers.





LEGEND

Stop Sign | Signalized | Roundabout

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 10

Opening Year 2024 Plus Project Saturday AM & PM Peak Hour Traffic Conditions

8. Future 2040 Background Conditions

The purpose of the future 2040 background conditions analysis is to evaluate the study intersections during peak travel periods under projected 2040 traffic volumes. This analysis provides a baseline condition for the year 2040, which can be used to determine future project impacts.

8.1 Traffic Volumes

Traffic volumes for 2040 were estimated using traffic counts and forecasted volumes from the Summit/Wasatch Travel Demand Model (September 2020 version) for 2040. The Summit/Wasatch Travel Demand Model shows a lower annual growth rate in the future by accounting for a higher mode split of transportation – higher usage of transit, walking, and biking than previous versions of travel demand models. The following annual growth rates used on the following roadways to project 2040 background weekday volumes as shown in **Figure 11**.

- 0.3% on Deer Valley Drive (SR-224) north of Bonanza Drive
- 0.7% on Deer Valley Drive (SR-224) south of Bonanza Drive
- 0.6% on Deer Valley Drive (SR-224) north of Marsac Avenue
- 0.9% on Deer Valley Drive (SR-224) east of Marsac Avenue
- 1.0% on Deer Valley Drive (SR-224) north of Deer Valley Drive West
- 0.8% on Deer Valley Drive (SR-224) south of Deer Valley Drive West
- 1.2% on Bonanza Drive
- 0.4% on Marsac Avenue

Based on the understanding that much of the lower Deer Valley is effectively built out, traffic volumes on Solamere Drive and Queen Esther Drive were not increased for future scenarios.

8.2 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, future 2040 background weekday peak hour LOS was computed for each study intersection. The results of this analysis for the AM & PM peak hour are reported in **Table 13** (see Appendix for the detailed LOS report).

Table 13: Future 2040 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	SSSC[4]	-	**-**	**-**	-	-
		PM		-	**-**	**-**	-	-
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC	-	-	-	-	-
		PM		-	-	-	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	7	A	-	-
		PM		WB Left	9	A	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	8	A	-	-
		PM		SB Left	15	C	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	17	C	-	-
		PM		WB Right	**112**	**F**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	16	C
		PM		-	-	-	11	B
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	18	B
		PM		-	-	-	**59**	**E**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**83**	**F**
		PM		-	-	-	**90**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	16	B
		PM		-	-	-	28	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

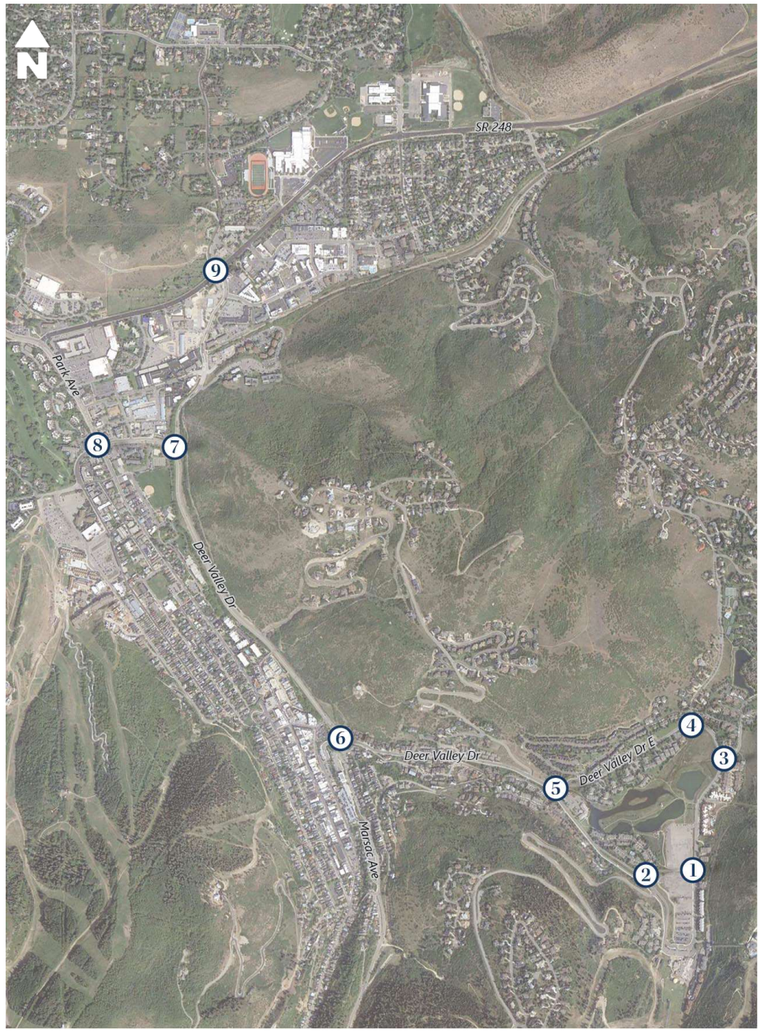
As shown in **Table 13**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive East / Deer Valley Drive West: LOS F in the PM peak hour
    - This is caused by the high volumes of vehicles exiting the Deer Valley Resort area making a westbound right turn onto Deer Valley Drive West. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.

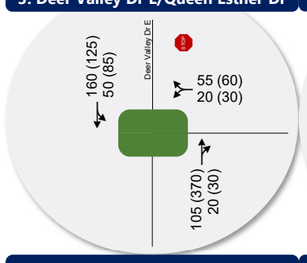
- Deer Valley Drive / Bonanza Drive: LOS E in the PM peak hour
    - This is caused by vehicle queues spilling back to this intersection from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue.
- Deer Valley Drive / Park Avenue / Empire Avenue: LOS F in both AM and PM peak hours
    - This is caused by high congestion at the signal due to high volumes accessing various ski resorts and downtown Park City.

8.3 Mitigation Measures

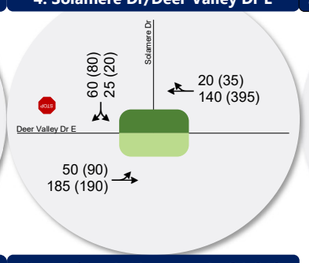
The site plan for the concept master plan for Snow Park Village shows re-alignment and signalization of the Deer Valley Drive East / Deer Valley Drive West intersection, which will alter the westbound LOS at this intersection. Therefore, Fehr & Peers does not recommend any mitigation measures for future 2040 background conditions.



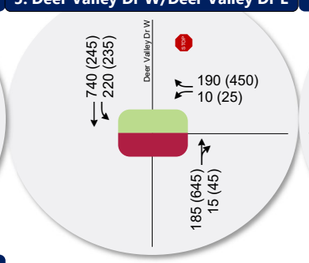
3. Deer Valley Dr E/Queen Esther Dr



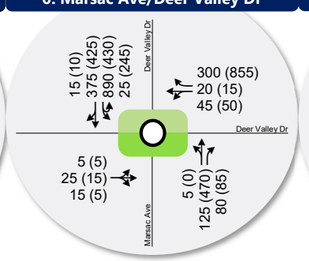
4. Solamere Dr/Deer Valley Dr E



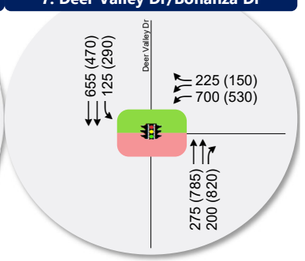
5. Deer Valley Dr W/Deer Valley Dr E



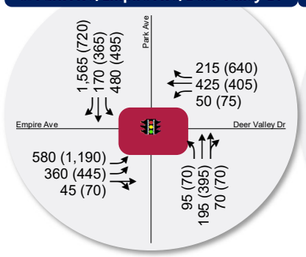
6. Marsac Ave/Deer Valley Dr



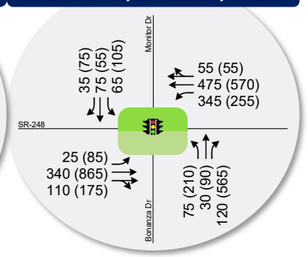
7. Deer Valley Dr/Bonanza Dr



8. Park Ave/Empire Ave/Deer Valley Dr



9. Monitor Dr/Bonanza Dr/SR-248



LEGEND

Stop Sign | Signalized | Roundabout

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 11

Future 2040 Background Saturday AM & PM Peak hour Traffic Conditions

9. Future 2040 plus Project Conditions

9.1 Purpose

The purpose of the future 2040 plus project conditions analysis is to evaluate the impact of the proposed development traffic on the surrounding roadway network in the year 2040. To analyze this impact, the projected 2040 Saturday AM and PM peak hour background traffic volumes were combined with volumes generated by the conceptual development for the Saturday AM and PM peak hours. Intersection LOS analyses were then performed and compared to the results of the background traffic volumes. This comparison shows the impact of the conceptual project in 2040.

9.2 Traffic Volumes

Project-generated traffic (**Figure 7**) was added to the future 2040 background volumes (**Figure 11**) to yield "future 2040 plus project" Saturday AM and PM peak hour traffic volumes at the study intersections as shown in **Figure 12**.

9.3 Level of Service Analysis

Using SimTraffic simulation software (for signalized and unsignalized intersections) and SIDRA software (for the roundabout) and the HCM 6 delay thresholds provided in the Introduction, future 2040 plus project Saturday AM and PM peak hour LOS were computed for each study intersection for the conceptual site development. The results of the analysis are reported in **Table 14** (see Appendix for the detailed LOS report).

Table 14: Future 2040 plus Project Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	6	A
		PM		-	-	-	**65**	**E**
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	21	C	-	-
		PM		NB Left	32	D	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	7	A	-	-
		PM		WB Right	**>300**	**F**	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	10	B	-	-
		PM		SB Right	**>300**	**F**	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	SSSC	WB Left	29	D	-	-
		PM		WB Left	**201**	**F**	-	-
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	26	D
		PM		-	-	-	20	C
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	21	C
		PM		-	-	-	**99**	**F**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**91**	**F**
		PM		-	-	-	**90**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	16	B
		PM		-	-	-	32	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 14**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Doe Pass Road / Deer Valley Drive East: LOS E in the PM peak hour
    - The delays at this intersection stem from the queues extending from the Deer Valley Drive East / Deer Valley Drive West, causing northbound delays at this signal.
- Queen Esther Drive / Deer Valley Drive East: LOS F in the PM peak hour

- This is caused by the queues at the stop-controlled westbound approach at the Deer Valley Drive East / Deer Valley Drive West intersection extending past Queen Esther Drive, making it difficult for the southbound vehicles to turn onto Deer Valley Drive East.

- Deer Valley Drive East / Solamere Drive: LOS F in the PM peak hour
  - This is caused by the queues at the stop-controlled westbound approach at the Deer Valley Drive East / Deer Valley Drive West intersection extending past Solamere Drive, making it difficult for the southbound vehicles to turn onto Deer Valley Drive East.

- Deer Valley Drive East / Deer Valley Drive West: LOS F in the PM peak hour
  - This is caused by the high volumes of vehicles exiting the Deer Valley Resort area making a westbound right turn onto Deer Valley Drive West. The westbound approach is stop-controlled, making it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.

- Deer Valley Drive / Bonanza Drive: LOS F in the PM peak hour
  - This is caused by vehicle queues spilling back to this intersection from the upstream intersection at Deer Valley Drive / Park Avenue / Empire Avenue.

- Deer Valley Drive / Park Avenue / Empire Avenue: LOS F in both AM and PM peak hours
  - This is caused by congestion at the signal due to high volumes accessing various ski resorts and downtown Park City.

It should be noted that the proposed Snow Park Village development introduces various support land uses intended to attract resort users to stay on-site after the ski resort peak hour. This will help distribute the peaking of traffic, reducing delays at the study intersections and roadways. Therefore, the results shown in **Table 14** are likely overstated.

9.4 Mitigation Measures

The Snow Park Village site plan includes realignment of the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection. The intersection is currently a "T"-intersection with free-flow movement north/south along Deer Valley Drive West / Deer Valley Drive, and a stop-control on the approach of Deer Valley Drive East. The proposed plan adds a signal at the intersection, as shown in **Figure 8**. Deer Valley Drive West will serve as a primary transit and auto route to access the proposed transit hub and the main P2 parking level entrance on Doe Pass Road and serve private vehicles accessing Royal Street and the Trail's End community. Deer Valley Drive East will serve as the secondary vehicular route to access the Snow Park drop-off/pick-up area and parking structure accesses that includes day skier spaces, hotel, and residences.

To evaluate how the study intersections would operate if driving behaviors do not change despite development, the traffic distribution of the background traffic at the Deer Valley Drive East / Deer Valley Drive West intersection was not modified, and project traffic was added. This was assumed to account for the historical use patterns and direct routes to the parking garages. This resulted in traffic splits similar to existing conditions at the Deer Valley Drive East / Deer Valley Drive West intersection with roughly 25% using Deer Valley Drive East and roughly 75% using Deer Valley Drive West inbound in the AM peak hour, and roughly 40% using Deer Valley Drive East and roughly 60% using Deer Valley Drive West outbound in the PM peak hour.

Park City has a longstanding position of not mitigating certain deficient intersections within its boundaries due to the impacts of road widening and other potential mitigations to the community. As a result, potential mitigations at the intersections of Deer Valley Drive / Park Avenue / Empire Avenue, Bonanza Drive / Monitor Drive / SR-248 were not analyzed as part of this study and are therefore not included as recommendations. Further, deficiencies shown at the intersection of Deer Valley Drive / Bonanza Drive are not a result of project-generated trips or operations of the intersection itself; instead they stem from vehicle queues from the intersection of Deer Valley Drive / Park Avenue / Empire Avenue. As a result, mitigations at the intersection of Deer Valley Drive / Bonanza Drive are not recommended as part of this study. As stated earlier, Deer Valley Drive between the roundabout and SR-224 intersection is a UDOT facility. Any efforts to improve traffic will be led by UDOT.

The analysis results with the reconfigured Deer Valley Drive East / Deer Valley Drive West intersection are shown in **Table 15** (see Appendix for the detailed LOS report). As shown in **Table 15**, the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection operates at LOS B and LOS D in the AM and PM peak hour, respectively.

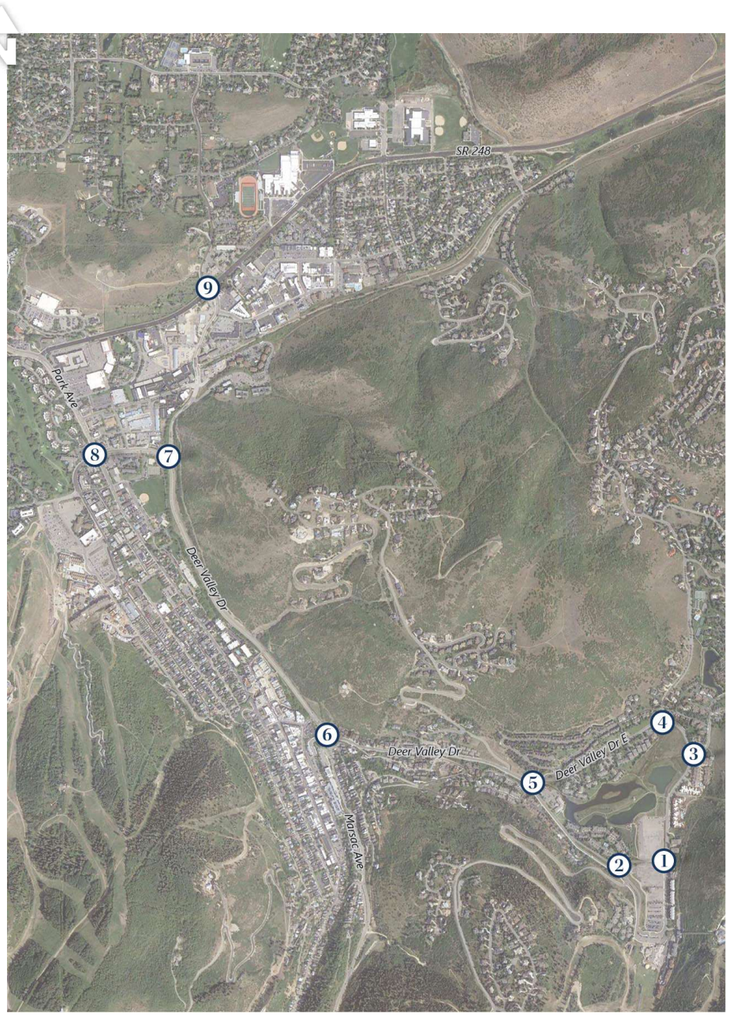
With increased traffic due to the development, the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections experience increased delays. As a mitigation, the Snow Park Village site plan includes new left-turn pockets at both the Deer Valley Drive East / Solamere Drive and Deer Valley Drive East / Queen Esther Drive intersections to improve traffic operations during peak periods and better facilitate inbound left turns, as well as a receiving lane to allow for two-stage left turns out of Solamere Drive and Queen Esther Drive.

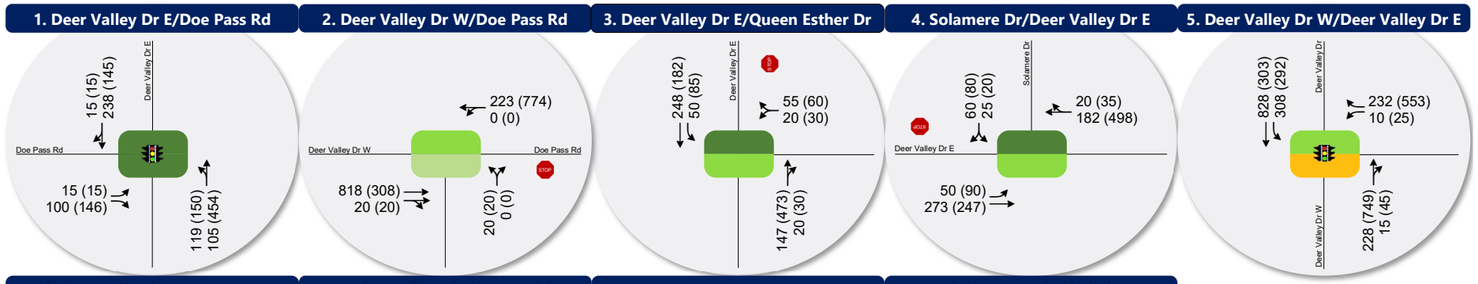
Table 15: Future 2040 plus Project Mitigated Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / Deer Valley Dr East	AM	Signal	-	-	-	5	A
		PM		-	-	-	8	A
2	Doe Pass Rd / Deer Valley Dr West	AM	SSSC[4]	NB Left	13	B	-	-
		PM		NB Left	20	C	-	-
3	Queen Esther Dr / Deer Valley Dr East	AM	SSSC	WB Left	6	A	-	-
		PM		WB Left	11	B	-	-
4	Deer Valley Dr East / Solamere Dr	AM	SSSC	SB Left	7	A	-	-
		PM		SB Left	12	B	-	-
5	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	Signal	-	-	-	11	B
		PM		-	-	-	44	D
6	Deer Valley Drive / Marsac Avenue	AM	Roundabout	-	-	-	26	D
		PM		-	-	-	20	C
7	Deer Valley Dr / Bonanza Dr	AM	Signal	-	-	-	14	B
		PM		-	-	-	**117**	**F**
8	Deer Valley Dr / Park Ave / Empire Ave	AM	Signal	-	-	-	**84**	**F**
		PM		-	-	-	**89**	**F**
9	Bonanza Dr / Monitor Dr / SR-248	AM	Signal	-	-	-	15	B
		PM		-	-	-	31	C

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle).
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.





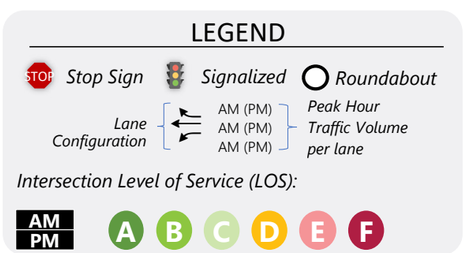


Figure 12
Future 2040 Plus Project Saturday AM & PM Peak Hour Traffic Conditions

10. Roadway Analysis

The purpose of the roadway analysis is to document the Saturday peak hour roadway volumes to determine the LOS of the internal project roadways.

10.1 Analysis Results

The roadway LOS was calculated based on planning level generalized peak hour two-way volumes for roadway capacities, as shown in **Table 16**. These volumes are published by the Florida Department of Transportation (FDOT) based on planning applications of the HCM and are widely used for planning level evaluation of roadway capacity. **Table 16** shows the peak hour two-way capacity estimates for a 2-lane roadway in areas over 5,000 population not in urbanized areas.

Table 16: Roadway Level of Service Peak Hour Two-Way Traffic Thresholds

Level of Service	Peak Hour Traffic Capacity Estimates
	2 Lanes
LOS B or better	≤ 820
LOS C	821 – 1,550
LOS D	1,551 – 2,190
LOS E or worse	> 2,190

Source: Fehr & Peers, based on FDOT Generalized Peak Hour Two-Way Volumes for areas over 5,000 not in urbanized areas.

The same assumption used for previous analyses (similar traffic splits at the Deer Valley Drive East / Deer Valley Drive West intersection as current conditions) were applied for the roadway volumes.

Table 17 shows the peak hour roadway LOS analysis for each scenario. As shown in **Table 17**, all internal roadways are expected to operate at LOS C or better with the current 2-lane configuration for all scenarios.

Table 17: Snow Park Village Roadway LOS Analysis Summary

Scenario	Saturday Peak Hour	Deer Valley Dr W (South of Y-Intersection)		Deer Valley Dr E (East of Y-Intersection)	
		Two-Way Volume[1]	LOS	Two-Way Volume[1]	LOS
Existing	AM	650	A/B	400	A/B
	PM	800	A/B	620	A/B
Existing plus Project	AM	930	C	490	A/B
	PM	970	C	800	A/B
Opening Year 2024 plus Project	AM	950	C	500	A/B
	PM	990	C	810	A/B
Future 2040 plus Project	AM	1,090	C	570	A/B
	PM	1,130	C	920	C

1. Rounded up to the nearest 10.
Source: Fehr & Peers.

Existing roadway count sheets are included in the Appendix.

11. Site Circulation Analysis

The January 2022 Transportation Analysis reported conditions at external intersections, as well as the two proposed intersections on Doe Pass Road at Deer Valley Drive East and Deer Valley Drive West, which were analyzed in SimTraffic simulation software and SIDRA software. Furthermore, microsimulation analysis was conducted to evaluate on-site circulation as part of the proposed Snow Park Village. Due to the limitations of SimTraffic software in evaluating multimodal conditions and garage access operations, VISSIM microsimulation software was used for on-site circulation analysis.

11.1.1 Conditions and Assumptions

The parameters described below were used for analysis as assumptions in the VISSIM model:

11.1.1.1 Volumes

The following high-level assumptions were used to assign volumes to individual driveways and approach routing:

- 2040 Peak-hour volumes as presented in Section 9 of this study
- Trip generation as presented in Section 4 of this study
- Assumed roughly 75%/25% split of traffic using Deer Valley Drive West versus Deer Valley Drive East inbound in the AM peak hour (current patterns)
- Assumed roughly 60%/40% split of traffic using Deer Valley Drive West versus Deer Valley Drive East outbound in the PM peak hour (current patterns)
- Proportion of parking supply by garage level

The assumed intersection and driveway volumes are shown in **Figure 13**. Note that the lane configurations shown on the figure reflect proposed conditions, except for at the P2 and P3 garage accesses, which are proposed to have flex lanes that can be ingress or egress, depending on the peak hour and volume demand.

11.1.1.2 Parking Garage Gate Transaction

Based on input received from WGI, the parking garage design and operations consultant, the following parking garage gate transaction times were assumed in the model:

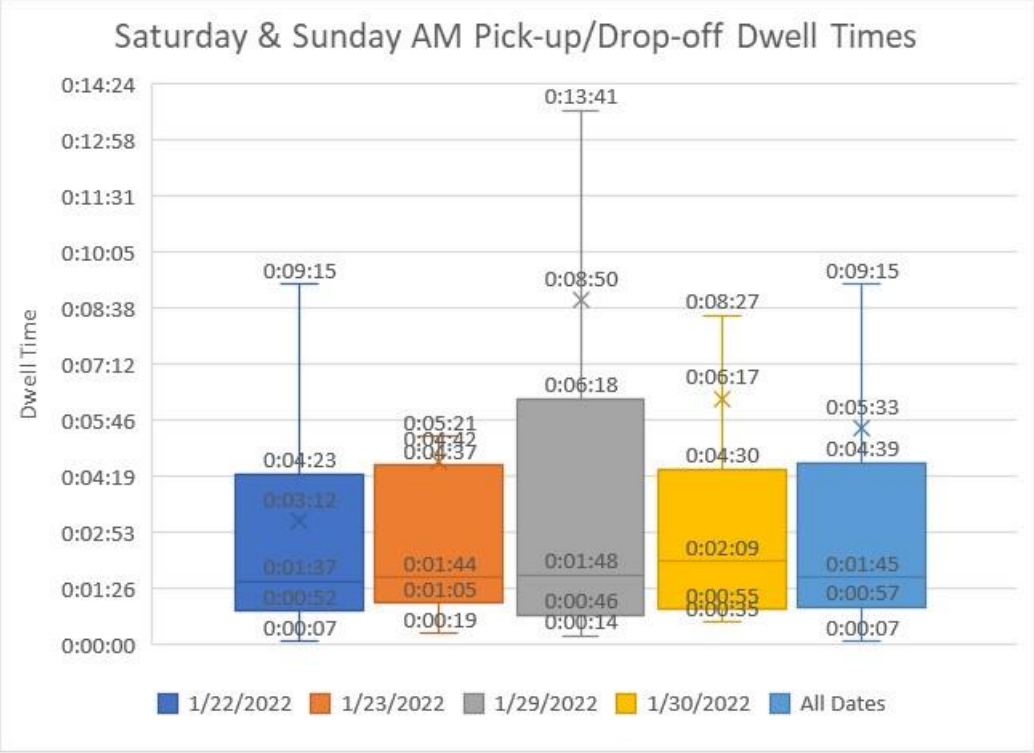
- Average of 4 seconds/vehicle for entry (this was assumed for conservative results, as the development is aiming for a system that would allow free-flow entry)
- Average of 10 seconds/vehicle for exit

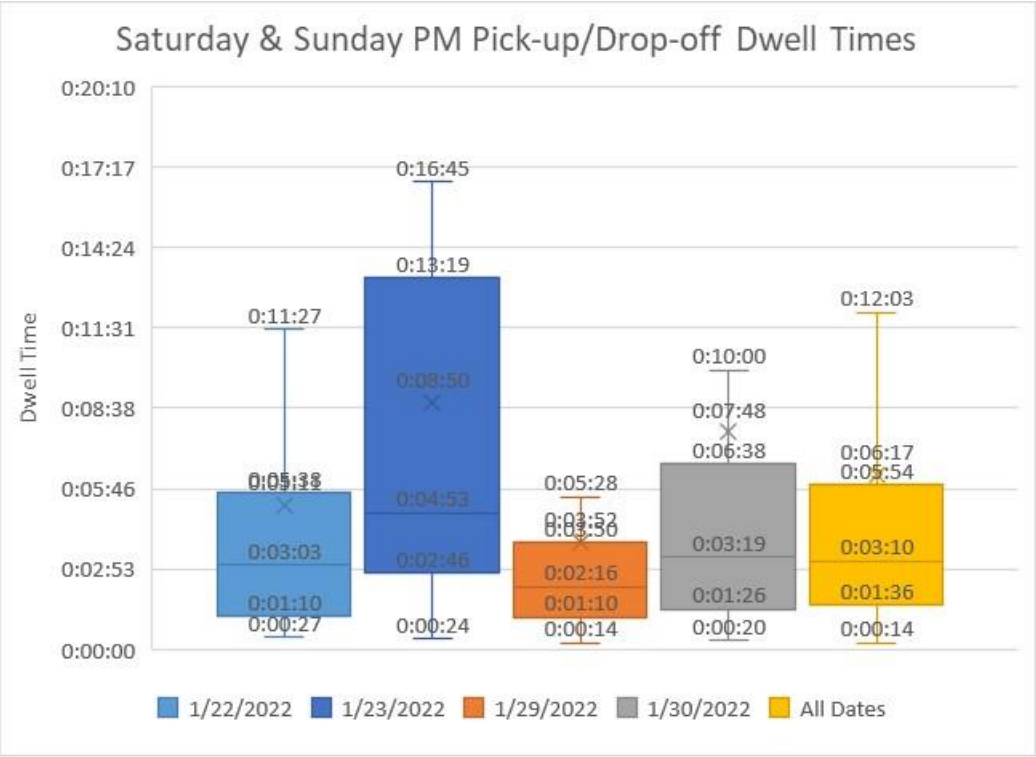
11.1.1.3 Pick-up/Drop-off

The following assumptions were made for the model regarding the proposed new pick-up/drop-off loop in front of Snow Park Lodge at the southern terminus of Deer Valley Drive East:

- 200 vehicles were allocated to use the pick-up/drop-off in both AM and PM peak hours
    - 100 vehicles as pick-up/drop-off
    - 50 vehicles as Transportation Network Company (TNC) users
    - 50 vehicles as Valet users

Video observations were recorded at the current Snow Park Lodge pick-up/drop-off as part of data collection for curbside and pedestrian activity in January 2022. These videos were used to observe a sample of dwell times for the pick-up/drop-off users to assist with the simulation modeling. The charts below show the dwell times for a sample of 100 vehicles and 95 vehicles in the weekend AM and PM peak hour, respectively. The AM peak hour dwell times ranged from 7 seconds to 1 hour 26 minutes 11 seconds, with a median of 1 minute 45 seconds. The PM peak hour dwell times ranged from 14 seconds to 1 hour 1 minute 9 seconds, with a median of 3 minutes 10 seconds. The VISSIM model was modified to reflect the dwell times from these samples at the proposed new pick-up/drop-off zone.





11.1.1.4 Other Considerations

To evaluate conditions under the most conservative analysis scenario, 2040 weekend AM and PM peak hours were analyzed.

11.1.2 Analysis Results

Intersection delay, Level of Service (LOS), and queueing results were evaluated in the VISSIM model at the following locations, as shown in **Figure 13**.

1. Doe Pass Road / P2 Parking Garage Access
2. Doe Pass Road / P1 Parking Garage Access
3. Doe Pass Road / Mobility Hub Entrance
4. Doe Pass Road / Mobility Hub Exit
5. P2 Parking Garage Access / Deer Valley Drive East
6. P3 Parking Garage Access / Deer Valley Drive East
7. P4 Parking Garage Access / Deer Valley Drive East
8. Snow Park Lodge Pick-up/Drop-off

The same analysis methodology (as described in the previous sections) was used for this analysis.

Table 18 below (see Appendix for the detailed LOS reports) shows the intersection delay and LOS results from the VISSIM simulation model. As shown in **Table 18**, all study intersections operate at acceptable LOS with the exception of the following locations:

- Doe Pass Road / Mobility Hub Exit: LOS E in the PM peak hour
    - This is caused by the stop control for the buses exiting the mobility hub onto Doe Pass Road.
- Snow Park Lodge Pick-up/Drop-off: LOS E in both AM and PM peak hours
    - This is caused by delays at the pick-up/drop-off zone that the VISSIM simulation has limitations in simulating efficient operations. This can likely be mitigated by efficient operations assisted by Deer Valley staff.

Table 18: Future 2040 Plus Project Conditions Saturday AM & PM Peak Hour Level of Service Site Circulation Results

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Doe Pass Rd / P2 Parking	AM	SSSC	EB Right	12	B	-	-
		PM		NB Left	11	B	-	-
2	Doe Pass Rd / P1 Parking	AM	SSSC	NB Left	9	A	-	-
		PM		NB Left	10	B	-	-
3	Doe Pass Rd / Mobility Hub Entrance	AM	SSSC	WB Left	2	A	-	-
		PM		EB Right	3	A	-	-
4	Doe Pass Rd / Mobility Hub Exit	AM	SSSC	NB Right	33	D	-	-
		PM		NB Left	**37**	**E**	-	-
5	P2 Parking / Deer Valley Dr East	AM	SSSC	EB Left	9	A	-	-
		PM		EB Left	6	A	-	-
6	P3 Parking / Deer Valley Dr East	AM	SSSC	SB Through	5	A	-	-
		PM		EB Left	9	A	-	-
7	P4 Parking / Deer Valley Dr East	AM	SSSC	SB Through	17	C	-	-
		PM		EB Right	23	C	-	-
8	Snow Park Lodge Pick-up/Drop-off	AM	-	SB Through	**44**	**E**	-	-
		PM		SB Through	**44**	**E**	-	-

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for side-street stop controlled intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and all-way stop controlled intersections.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

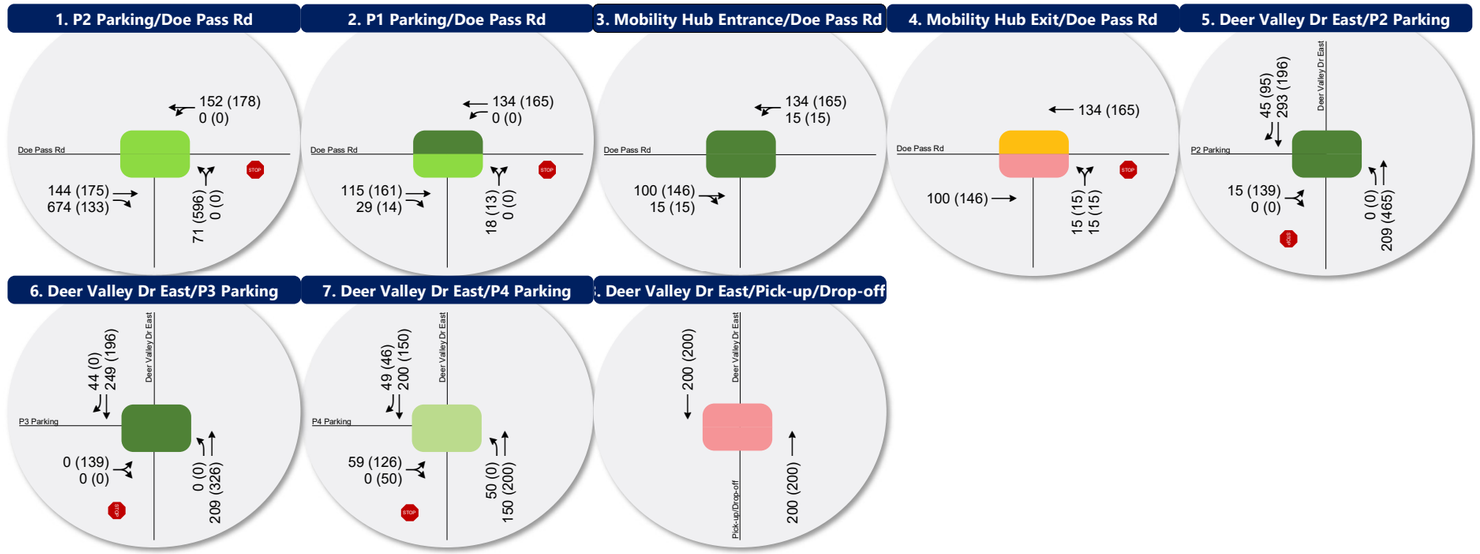
11.1.2.1 Sensitivity Analysis

As described throughout this report, assumptions of traffic distribution at the Deer Valley Drive East / Deer Valley Drive West were made based on patterns similar to current conditions. It is likely that based on driver behavior and expectation, the actual traffic distributions will be different at the time of opening and in subsequent weeks, months, and years as preferences are established and transportation options evolve.

A sensitivity analysis shows that in the AM peak hour, the P2 access on Doe Pass Road becomes a constraint that potentially causes congestion, with inbound queues backing up onto Deer Valley Drive West under traffic conditions similar to the existing conditions (roughly 80% entering via Deer Valley Drive West).

Operations at this key driveway also depend on the transaction time for entry (assumed to be 4 seconds for the purpose of microsimulation analysis in this report, which was validated by a national parking operations consultant). As this entry transaction time is reduced due to improved technology or adjustments to when and how parking is paid for and validated, traffic distributions at the "Y" intersection have less effect on traffic operations.

To provide efficient and safe traffic circulation on-site and on the Deer Valley Drive Loop, Deer Valley and Snow Park Village will be committed to provide extensive wayfinding and traffic monitoring, especially to improve inbound operations where visitors will be informed whether to travel on Deer Valley Drive West or Deer Valley Drive East.



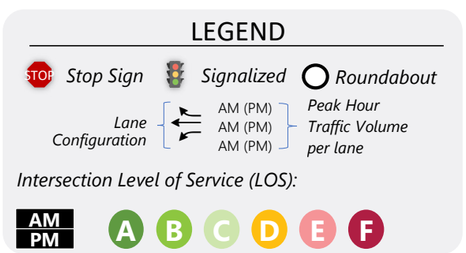


Figure 13
2040 Site Circulation Analysis Intersection LOS Results

Table 19 (see Appendix for the detailed queue report) below shows the average maximum queue for each approach at the study intersections. The following lists locations that the average maximum queue is expected to exceed the storage length in the AM peak hour:

- Doe Pass Road / P2 Parking
    - Eastbound queues occasionally extend past the Doe Pass Road / Deer Valley Drive West intersection. This queue is caused by queue spillback beginning at the gate to enter the P2 Parking Garage Access and the high inbound volumes in the AM peak hour.
- Doe Pass Road / Mobility Hub Entrance
    - Westbound queues occasionally extend past the mobility hub exit. The average queue, however, is 1 feet, and the queue spillback is not expected to be a common occurrence.
- Doe Pass Road / Mobility Hub Exit
    - Westbound queues occasionally extend past the Doe Pass Road / Deer Valley Drive East intersection. The average queue, however, is 2 feet, and the queue spillback is not expected to be a common occurrence.

The following lists locations that the average maximum queue is expected to exceed the storage length in the PM peak hour:

- Doe Pass Road / Deer Valley Drive East
    - Eastbound queues occasionally extend past the Mobility Hub Exit. The average queue, however, is 2 feet, and the queue spillback is not expected to be a common occurrence.
- Doe Pass Road / Mobility Hub Entrance
    - Westbound queues occasionally extend past the mobility hub exit. The average queue, however, is less than 1 feet, and the queue spillback is not expected to be a common occurrence.
- Doe Pass Road / Mobility Hub Exit
    - Westbound queues occasionally extend past the Doe Pass Road / Deer Valley Drive East intersection. The average queue, however, is 2 feet, and the queue spillback is not expected to be a common occurrence.
- Deer Valley Drive East / Deer Valley Drive West

- The simulation shows average maximum queues of over 500 feet for the westbound approach at the new signal. This queue however is not expected to reach the Solamere Drive intersection, especially with signal operations to assist in flushing out the heavy outbound movement via Deer Valley Drive East.

Table 19: Future 2040 Plus Project Conditions Saturday AM & PM Peak Hour Queues Site Circulation Analysis

Intersection				Average Maximum Queues (feet)[2]
ID	Location	Period	Approach[1]	
1	Doe Pass Rd / Deer Valley Dr East	AM	NB	75
			SB	175
			EB	100
		PM	NB	250
			SB	125
			EB	125
2	Doe Pass Rd / Deer Valley Dr West	AM	NB	50
			EB	375
			WB	25
		PM	NB	50
			EB	25
			WB	75
3	Queen Esther Dr / Deer Valley Dr East	AM	NB	0
			SB	25
			WB	100
		PM	NB	0
			SB	25
			WB	100
4	Deer Valley Dr East / Solamere Dr	AM	SB	50
			EB	0
			WB	50
		PM	SB	50
			EB	0
			WB	50
5	Deer Valley Dr East / Deer Valley Dr West	AM	NB	275
			SB	300
			WB	125
		PM	NB	525
			SB	175
			WB	350
6	Doe Pass Rd / P2 Parking	AM	NB	125
			EB	250
			WB	0

Intersection				Average Maximum Queues (feet)[2]
ID	Location	Period	Approach[1]	
		PM	NB	125
			EB	75
			WB	0
7	Doe Pass Rd / P1 Parking	AM	NB	100
			EB	0
			WB	0
		PM	NB	100
			EB	0
			WB	0
8	Doe Pass Rd / Mobility Hub Entrance	AM	EB	0
			WB	125
		PM	EB	25
			WB	125
9	Doe Pass Rd / Mobility Hub Exit	AM	NB	150
			EB	25
			WB	125
		PM	NB	150
			EB	25
			WB	125
10	P2 Parking / Deer Valley Dr East	AM	NB	0
			SB	25
			EB	75
		PM	NB	25
			SB	0
			EB	125
11	P3 Parking / Deer Valley Dr East	AM	NB	50
			SB	75
			EB	0
		PM	NB	75
			SB	50
			EB	125
12	P4 Parking / Deer Valley Dr East	AM	NB	0
			SB	25
			EB	100
		PM	NB	125

Intersection				Average Maximum Queues (feet)[2]
ID	Location	Period	Approach[1]	
			SB	0
			EB	150
13	Snow Park Lodge Pick-up/Drop-off	AM	NB	25
			SB	100
		PM	NB	225
			SB	100

Notes:
1. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
2. Rounded up to nearest 25'.

Source: Fehr & Peers.

It should be noted that the LOS results and queue results shown in **Table 18** and **Table 19** capture the delays and queues at the side-streets for vehicles turning onto the major road. However, it does not capture the delays and queues for vehicles experienced at the parking gate due to the assumed transaction time. The VISSIM simulation indicates that with the assumed gate transaction times, vehicles are expected to experience over 100 seconds of delay per vehicle to exit the garage in the PM peak hour, with potentially long internal queues.

Figure 14

2040 Site Circulation Analysis Queue Results

12. Parking Analysis

A fundamental aspect of the Snow Park Village proposal is the implementation of a constrained, structured parking supply that will require parkers to pay a daily fee. This strategy is seen as a key disincentive to traveling in Park City by single-occupant vehicle, and aligns with the City's broader mobility goals. However, Snow Park Village proposes no reductions to the parking supply and will build to the Park City LMC requirements.

12.1 Analysis Method

For the shared parking analysis of the updated land use plan, the development is proposed to include 11 buildings which include the following land uses (taken from the land use program dated October 26, 2021):

- 30,900 square feet of ballroom/event center space
- 143 multifamily housing units
- 193 hotel rooms with 4,500 square feet of hotel support uses.
- 25,900 square feet of commercial/retail space

The development is also proposed to include the Deer Valley Ski resort and other land uses in support of the resort. It should be noted that the land uses supporting the ski resort will not be parking generators; rather, the ski resort will be the parking generator, and the support land uses serve as accessories to the resort.

In The most recent submittal (November 2022), Fehr & Peers applied reductions to the recommended parking due to paid parking and shared parking. However, Snow Park Village now proposes to build the full parking supply required by the Park City LMC. From the proposed land uses that generate parking demand as listed above, and the recommended rates from the Park City zoning code, the minimum required parking supply was calculated to be 2,236 stalls.

Table 20 outlines the number of recommended stalls with recommended rates from the Park City zoning code, and the number of stalls proposed by Snow Park Village. Parking calculations are attached in the Appendix. As shown in **Table 20**, the proposed parking supply is sufficient for the proposed land use program. It should be noted that phasing and ongoing refinement of the land use program may adjust the base parking rates and recommendations.

Table 20: Snow Park Village Parking Analysis Summary

Base Recommended Stalls	Proposed Stalls
2,236	**2,262**

Source: Fehr & Peers

12.2 Parking Management

An effective and efficient parking management system is essential to maintain both a high-quality user experience and to minimize traffic impacts on adjacent roadways. An essential element to improve the efficiency of structured parking is to provide real time information regarding parking availability. In addition to implementing payment technology that expedites vehicle ingress at all driveways, Deer Valley will work with relevant partners to ensure more complete information is available to parkers.

The Snow Park Parking Management Plan is included in **Attachment B.**

13. Transit Evaluation

This section includes an evaluation of existing transit service and infrastructure, proposed transit improvements, and description of how the Snow Park Village proposal aligns with Park City's *Transit First* policy.

13.1.1 Existing Transit Service

In addition to a multitude of private shuttles and buses, there are two public transit operators providing transit service to and from Deer Valley: Park City Transit and High-Valley Transit. High Valley Transit operates one route that services Deer Valley:

- 101 – Spiro / 224 Local that services Deer Valley.

Park City Transit operates six routes the service Deer Valley:

- 1 Red: Prospector Square – Deer Valley
- 2 Green: Park Meadows/Thaynes Canyon – Deer Valley
- 3 Blue: Thaynes Canyon/Park Meadows – Deer Valley
- 5 Yellow: Prospector Square – Deer Valley
- 40 Bronze: Main Street – Royal Street – Silver Lake Lodge
- 50 Teal: Prospector Square – Deer Valley

Park City Transit Park City Transit is undergoing a short-range service plan update, with potential changes in transit service to and from Deer Valley expected in the coming year.

Local bus stops are provided along both sides of Deer Valley Drive East and Deer Valley Drive West, allowing transit riders to board buses that are Deer Valley- or Old Town-bound. At the southern end of the Deer Valley Drive loop closest to the existing Snow Park base area, there are bi-directional bus stops that can accommodate up to four buses at once. Aside from the existing bi-directional stops at Snow Park, bus stops do not include shelters. Buses providing service to Deer Valley travel in mixed traffic.

13.2 Proposed Transit Improvements

A proposed six bus-bay mobility hub at the northeast corner of Snow Park Village will provide a comfortable and appealing transit facility on-site that provides direct access to the project and relocated ski lift bases. The mobility hub will also include accommodations for cyclists and allow for electric bus charging

infrastructure. This mobility hub will allow for increased frequency of transit service which will be essential to incentivizing transit service.

To further support transit service as part of the Snow Park Village proposal, a new traffic signal with transit preemption capabilities is proposed at the Doe Pass Road / Deer Valley Drive East intersection. This will help ensure that transit vehicles accessing and exiting the proposed mobility hub with limited conflicting traffic.

Furthermore, this circulation plan includes a proposed seasonal one-way Shared Mobility Lane (SML) inbound from the Deer Valley Drive East / Deer Valley Drive West intersection along Deer Valley Drive West, accessing the mobility hub. Outbound transit traffic will have the SML which parallels general purpose traffic around the loop on Deer Valley Drive East to the Deer Valley Drive East / Deer Valley Drive West intersection. After ski season during the summer months, the SML will be open to bicycle traffic. Management, maintenance, and enforcement, year-round, will be a City responsibility.

The VISSIM simulation presented previously in chapter 11 simulates the SML and captures the impacts of the design. The simulation shows traffic circulation with minimal delays with the proposed configuration in peak ski season conditions. Because of the lack of congestion, the buses simulated in this analysis travel in near free-flow conditions. This was due to the models being calibrated to typical travel times. Bus and vehicle travel time measurements were provided by Deer Valley and Park City, which showed several outlier days with excessive travel times. However, the calibrated VISSIM model travel times were closer to the median travel times observed from the data. The Shared Mobility Lane proposed in this alternative will likely improve bus travel times in more congested conditions, such as special events, snow conditions, etc.

14. Transportation Demand Management

Park City, through its ongoing Transportation Master Plan update, has identified the laudable and ambitious goal of reducing vehicle trips by 20% throughout Park City. The City is tackling this challenge through a variety of strategies, including but not limited to the following:

- Updates to the local and regional transit system
- Coordination with partner agencies to implement greater park-and-ride capacity
- Expansion of high-quality active transportation facilities throughout Park City
- Partnerships with private developments to implement and operate comprehensive Transportation Demand Management (TDM) programs

Furthering the City's broader trip reduction goal, Deer Valley will continue to operate its TDM program, and expand on current offerings, to better align with the adopted PCMC TDM Plan (2016). A high-level summary of the Deer Valley TDM Plan is shown below in **Table 21**.

Table 21: Deer Valley TDM Measures

Measure	Status	Description
Transit pass subsidy	Existing Program	Subsidized UTA transit passes for Deer Valley employees living in Salt Lake Valley and Utah Valley
Bicycle Amenities and Perks	New Program	Bicycle repair tools and dedicated bicycle parking at key locations
Education and Promotion	Existing Program	Educational and promotional events to encourage travelers to use by modes other than driving alone.
Parking Management	New Program	Efficient, constrained, and priced parking to discourage drive-alone trips
Employee Transit	Existing Program	Operate designated employee transit to facilitate efficient employee commutes through an appealing alternative until such time as Park City Transit and/or High Valley Transit meets this need
Real-Time Messaging	New Program	Communicate traffic conditions in real time to travelers
Appoint a TDM Coordinator	New Program	Identify a staff member to oversee the TDM program

Source: Fehr & Peers.

14.1 TDM Monitoring

As the transportation landscape in Park City and Summit County changes, monitoring the use and effectiveness of Deer Valley's TDM program will be crucial to its success. In alignment with requests from Park City staff, Deer Valley will implement an annual monitoring program consisting of the following elements:

- One nine day period of vehicle counts at all Snow Park Village driveways, to be analyzed and summarized by a third-party consultant. This data will be analyzed and summarized by a third-party consultant;
- Average vehicle occupancy collected on one weekday and one weekend day, collected by a third-party vendor, to be analyzed and summarized by a third-party consultant;
- A permanent traffic count station implemented at the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection, installed and maintained by Deer Valley for year-round monitoring of traffic conditions;
- Ski season transit ridership, summarized at the stop and daily levels and provided by transit operators, to be analyzed and summarized by a third-party consultant;
- Available data regarding program utilization from the *Ride On Park City* platform, to be analyzed and summarized by a third-party consultant.

Analysis of this data will be submitted in an annual monitoring memorandum for City staff review and will be supported by semiannual coordination meetings with City staff and other major employers in Park City. This monitoring program will be used to enhance program offerings and avoid redundancy of service where public and private options overlap.

14.2 Regional Considerations

Park City Municipal Corporation has a stated goal of reducing traffic volumes by 20% from existing traffic volumes (the specific, reference time period is to-be-defined). Deer Valley has operated an effective and comprehensive TDM program for years in support of this goal, and the proposed opening of an additional portal to Deer Valley via Mayflower Resort will improve access to Deer Valley to any skiers visiting from the Wasatch Front or Back and not require a trip through Park City. While this change will not solve all of Park City's traffic challenges, it will likely divert a substantial portion of traffic destined for Deer Valley.

The Deer Valley TDM Plan is presented in full in **Attachment C**.

15. Conclusion/Recommendations

With proposed mitigations in place, all study intersections at which mitigations are feasible and supported by the community operate at acceptable levels of service under all Plus Project analysis scenarios. Through dedicated transit infrastructure, improved active transportation connections between the Project and Park City's existing active transportation network, a fully reworked parking system, and management of ongoing TDM offerings in addition to new measures, the Snow Park Village proposal aligns with the City's *Transit First* policy by encouraging travel by means other than driving alone.

Implementing a new traffic signal with transit preemption at the intersection of Doe Pass Road / Deer Valley Drive East will improve traffic operations and support transit. A new traffic signal at the reconfigured Y intersection of Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West facilitates safer and more efficient movement for all modes. Implementing an off-street, multi-use path around the Deer Valley Drive loop will improve pedestrian and cyclist connectivity adjacent to the project site. Ongoing monitoring of TDM program effectiveness will maintain City-Deer Valley cooperation in pursuit of shared goals.

Appendix

L2 Data Collection

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Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D1
Site Code : Day 1
Start Date : 2/15/2020
Page No : 1

Groups Printed- General Traffic

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
07:45 AM	71	123	0	194	19	4	0	23	2	18	0	20	237
Total	71	123	0	194	19	4	0	23	2	18	0	20	237
08:00 AM	110	101	0	211	34	2	0	36	5	21	1	27	274
08:15 AM	124	70	0	194	29	2	0	31	5	26	0	31	256
08:30 AM	117	55	0	172	53	10	0	63	4	29	0	33	268
08:45 AM	125	46	0	171	48	7	0	55	6	32	4	42	268
Total	476	272	0	748	164	21	0	185	20	108	5	133	1066
09:00 AM	111	35	0	146	54	7	0	61	2	31	0	33	240
09:15 AM	94	27	0	121	51	6	0	57	4	31	0	35	213
09:30 AM	77	42	0	119	55	13	0	68	4	43	0	47	234

Total	282	104	0	386	160	26	0	186	10	105	0	115	687

03:30 PM	81	47	0	128	67	4	0	71	13	69	0	82	281
03:45 PM	55	50	0	105	81	7	0	88	16	98	3	117	310
Total	136	97	0	233	148	11	0	159	29	167	3	199	591
04:00 PM	66	41	0	107	83	8	0	91	11	130	0	141	339
04:15 PM	46	49	6	101	73	3	0	76	18	155	0	173	350
04:30 PM	46	68	0	114	104	2	0	106	13	109	1	123	343
04:45 PM	54	58	0	112	71	5	0	76	13	91	2	106	294
Total	212	216	6	434	331	18	0	349	55	485	3	543	1326
05:00 PM	42	51	0	93	89	2	0	91	11	95	4	110	294
05:15 PM	30	55	0	85	63	4	0	67	9	78	0	87	239
Grand Total	1249	918	6	2173	974	86	0	1060	136	1056	15	1207	4440
Apprch %	57.5	42.2	0.3		91.9	8.1	0		11.3	87.5	1.2		
Total %	28.1	20.7	0.1	48.9	21.9	1.9	0	23.9	3.1	23.8	0.3	27.2	

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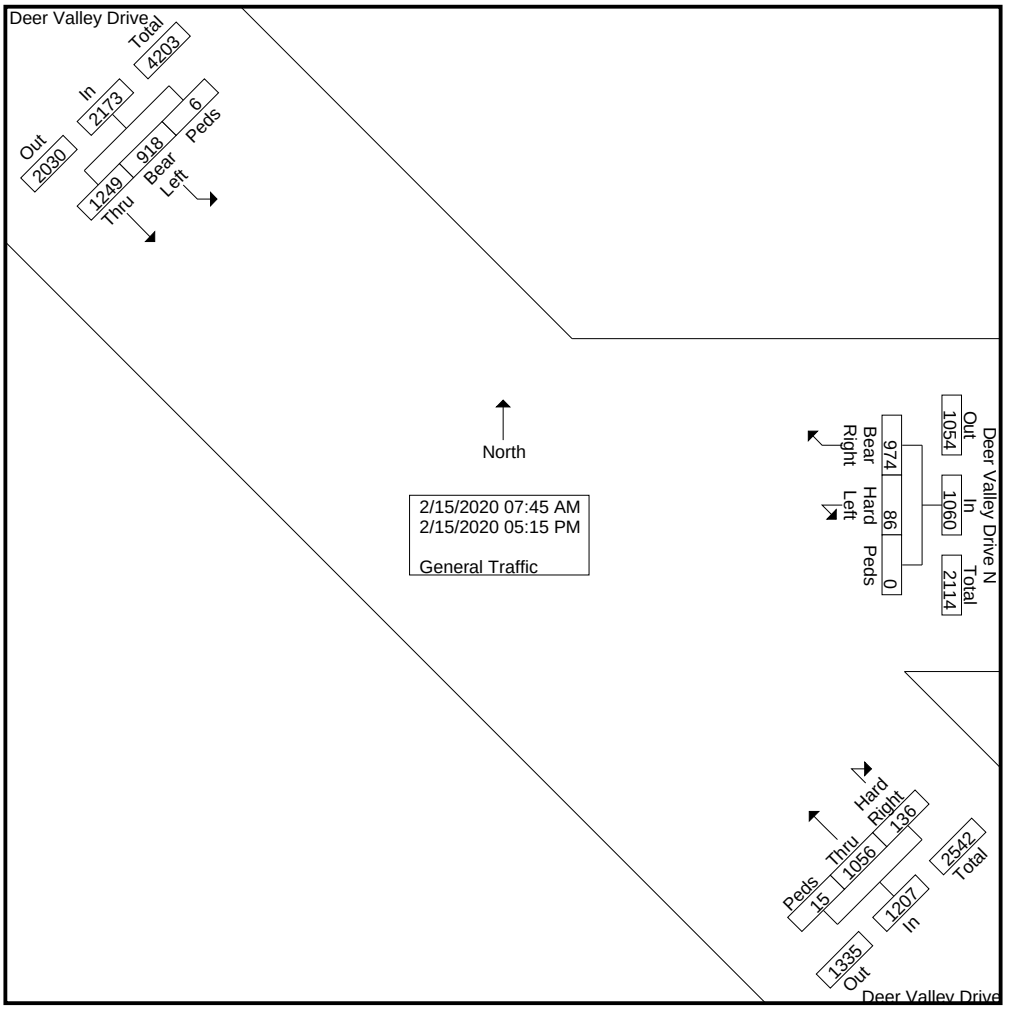

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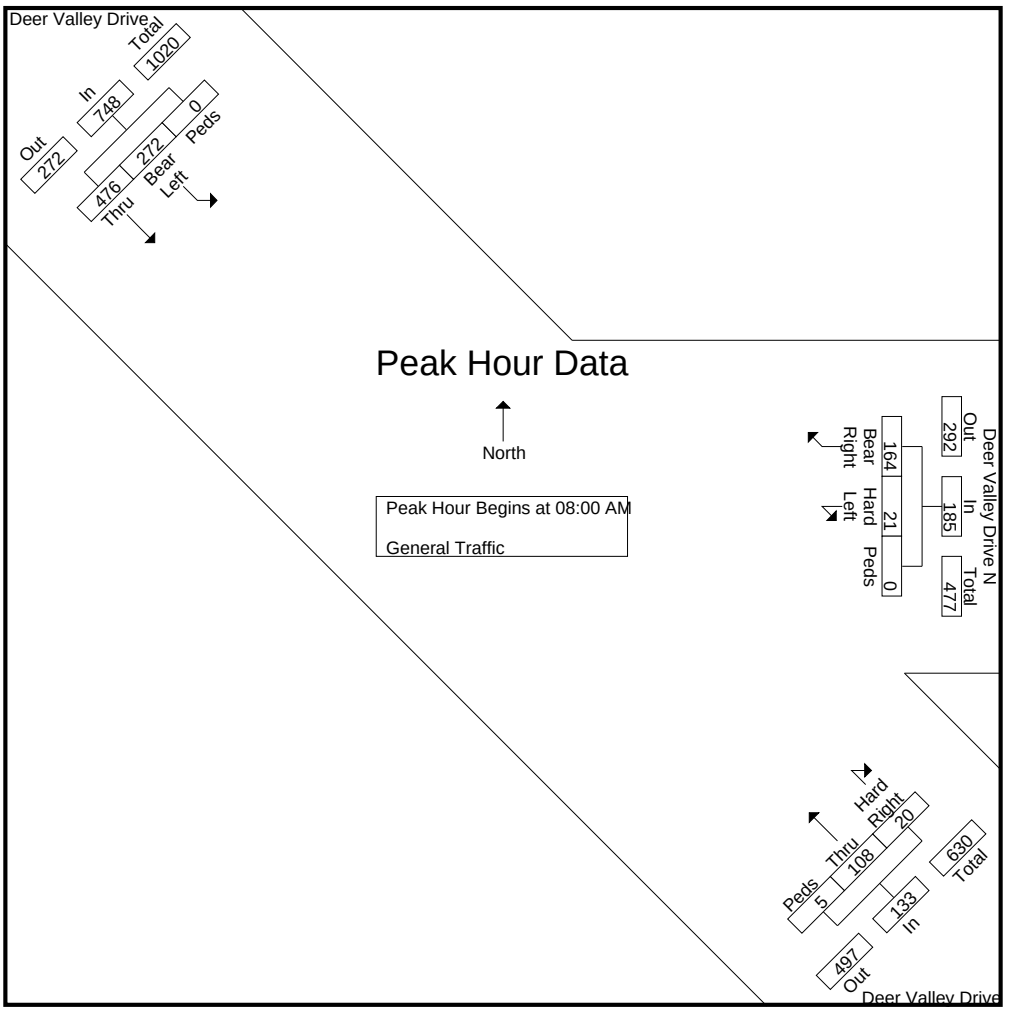
	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 08:00 AM													
08:00 AM	110	**101**	0	**211**	34	2	0	36	5	21	1	27	**274**
08:15 AM	124	70	0	194	29	2	0	31	5	26	0	31	256
08:30 AM	117	55	0	172	**53**	**10**	0	**63**	4	29	0	33	268
08:45 AM	**125**	46	0	171	48	7	0	55	**6**	**32**	**4**	**42**	268
Total Volume	476	272	0	748	164	21	0	185	20	108	5	133	1066
% App. Total	63.6	36.4	0		88.6	11.4	0		15	81.2	3.8		
PHF	.952	.673	.000	.886	.774	.525	.000	.734	.833	.844	.313	.792	.973



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City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D1
Site Code : Day 1
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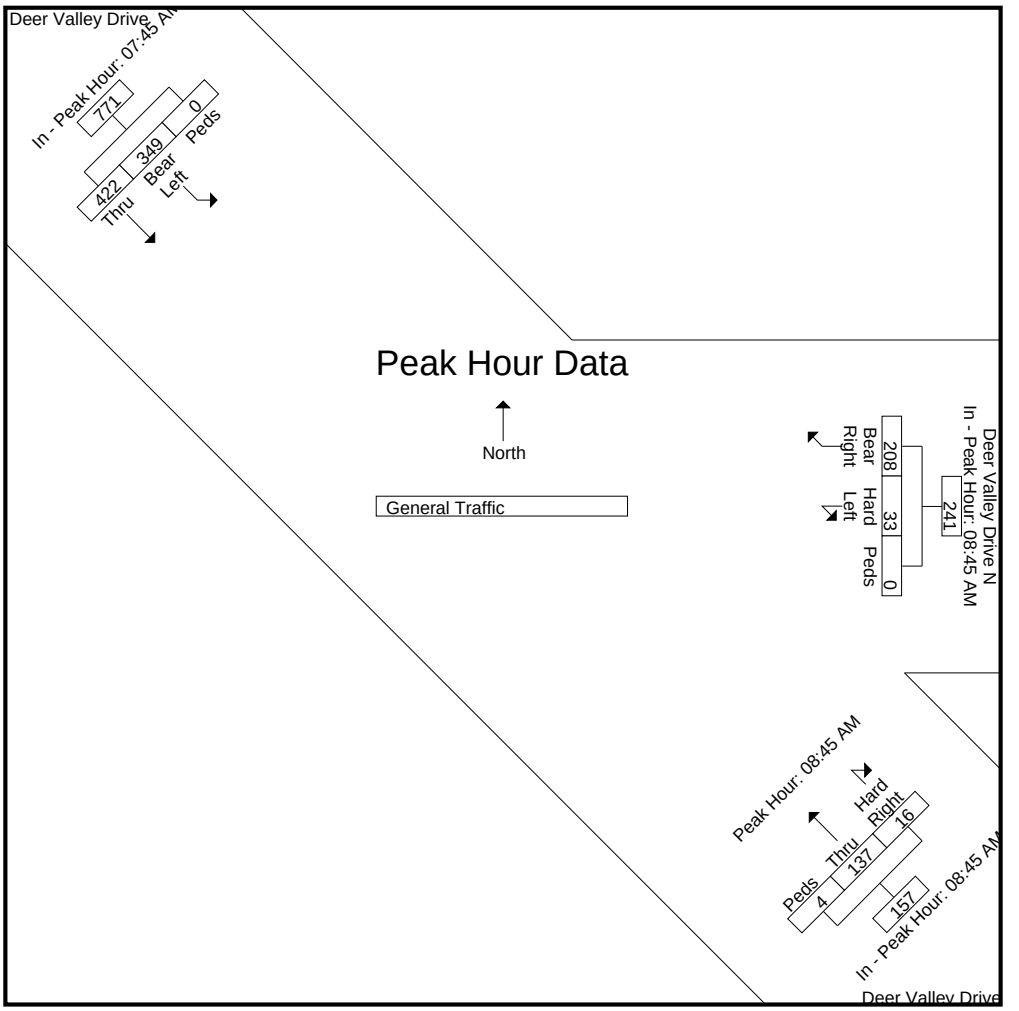
	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	Thru	Bear Left	Peds	App. Total	Bear Right	Hard Left	Peds	App. Total	Hard Right	Thru	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	07:45 AM				08:45 AM				08:45 AM				
+0 mins.	71	**123**	0	194	48	7	0	55	**6**	32	**4**	42	
+15 mins.	110	101	0	**211**	54	7	0	61	2	31	0	33	
+30 mins.	**124**	70	0	194	51	6	0	57	4	31	0	35	
+45 mins.	117	55	0	172	**55**	**13**	0	**68**	4	**43**	0	**47**	
Total Volume	422	349	0	771	208	33	0	241	16	137	4	157	
% App. Total	54.7	45.3	0		86.3	13.7	0		10.2	87.3	2.5		
PHF	.851	.709	.000	.914	.945	.635	.000	.886	.667	.797	.250	.835	



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Control: Stop Sign

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Site Code : Day 1
Start Date : 2/15/2020
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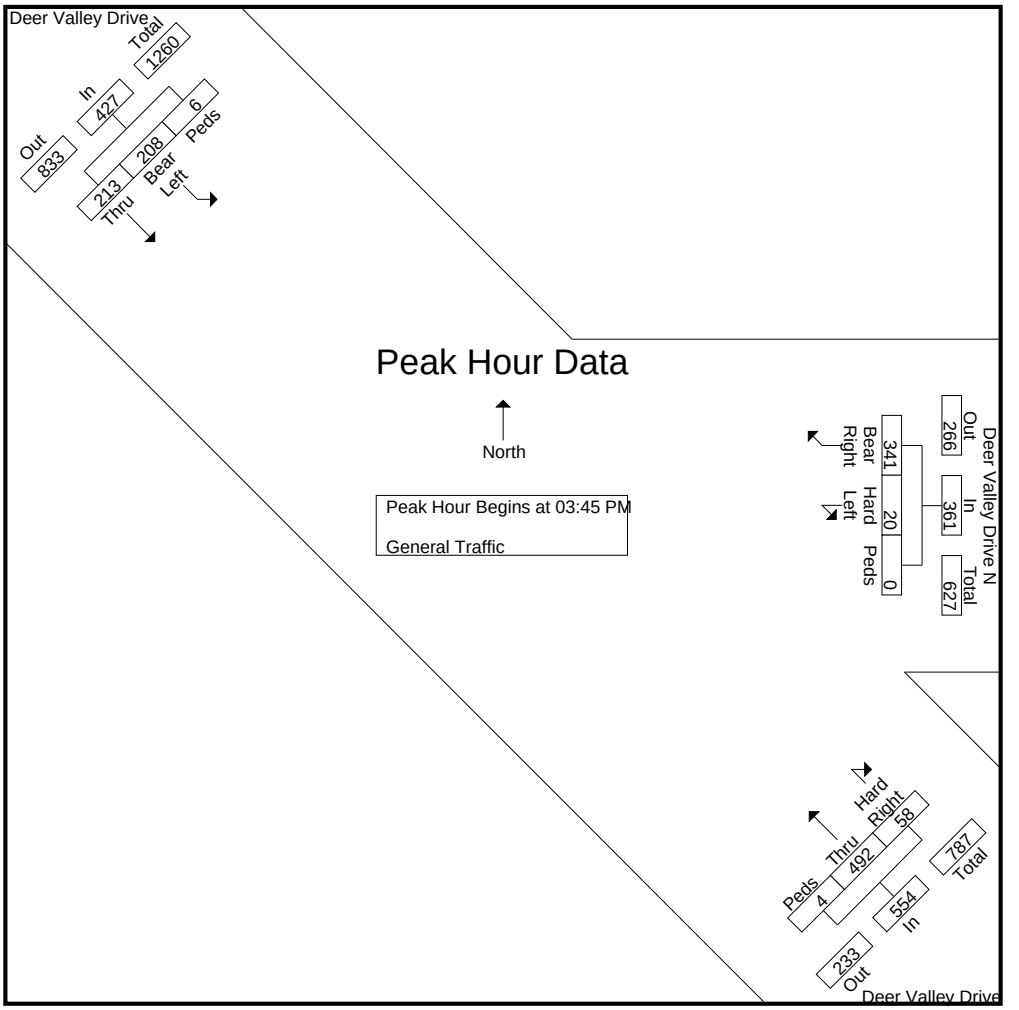
	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 03:45 PM													
03:45 PM	55	50	0	105	81	7	0	88	16	98	**3**	117	310
04:00 PM	**66**	41	0	107	83	**8**	0	91	11	130	0	141	339
04:15 PM	46	49	**6**	101	73	3	0	76	**18**	**155**	0	**173**	**350**
04:30 PM	46	**68**	0	**114**	**104**	2	0	**106**	13	109	1	123	343
Total Volume	213	208	6	427	341	20	0	361	58	492	4	554	1342
% App. Total	49.9	48.7	1.4		94.5	5.5	0		10.5	88.8	0.7		
PHF	.807	.765	.250	.936	.820	.625	.000	.851	.806	.794	.333	.801	.959



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	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	Thru	Bear Left	Peds	App. Total	Bear Right	Hard Left	Peds	App. Total	Hard Right	Thru	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	03:30 PM				03:45 PM				03:45 PM				
+0 mins.	**81**	47	0	**128**	81	7	0	88	16	98	**3**	117	
+15 mins.	55	**50**	0	105	83	**8**	0	91	11	130	0	141	
+30 mins.	66	41	0	107	73	3	0	76	**18**	**155**	0	**173**	
+45 mins.	46	49	**6**	101	**104**	2	0	**106**	13	109	1	123	
Total Volume	248	187	6	441	341	20	0	361	58	492	4	554	
% App. Total	56.2	42.4	1.4		94.5	5.5	0		10.5	88.8	0.7		
PHF	.765	.935	.250	.861	.820	.625	.000	.851	.806	.794	.333	.801	

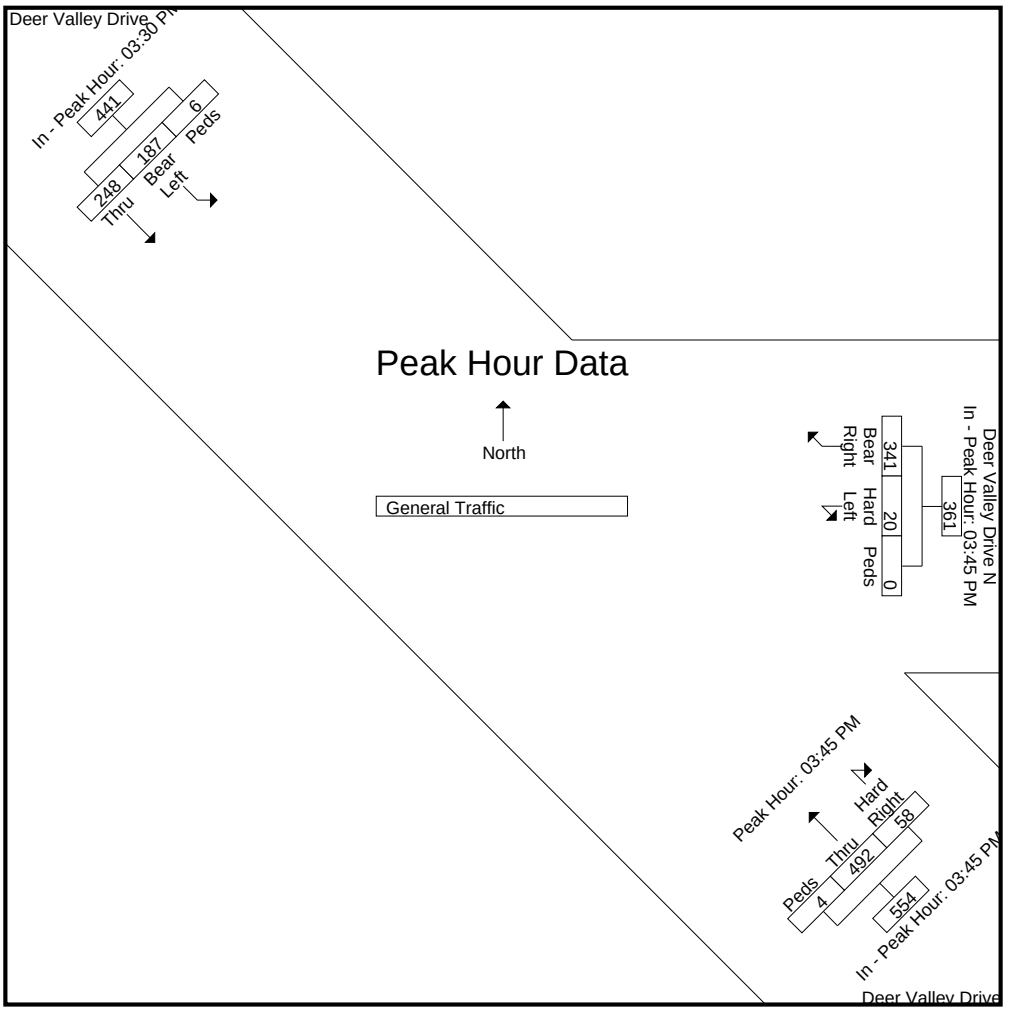

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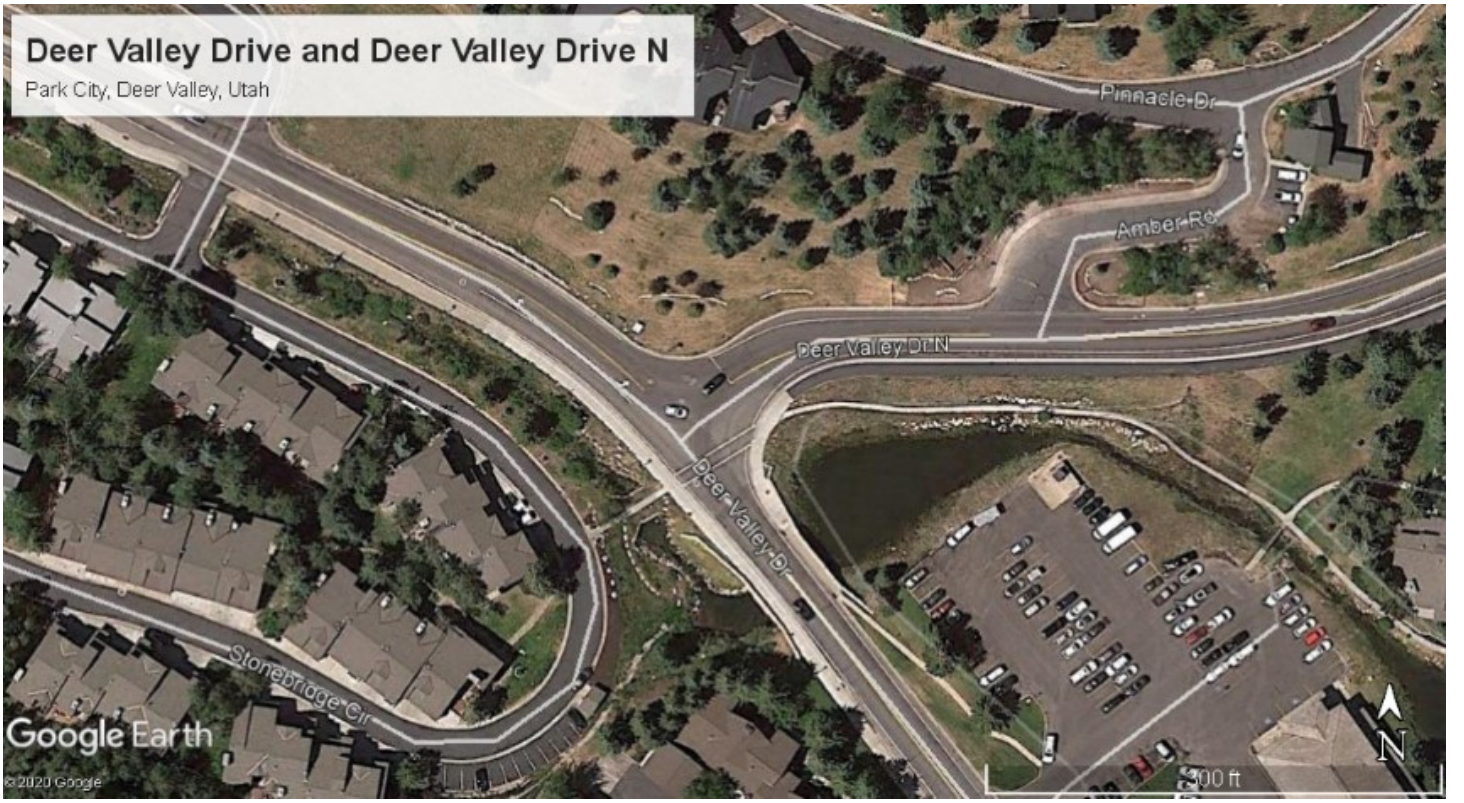
Image 1



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Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 1

Groups Printed- General Traffic

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
07:45 AM	53	73	0	126	21	1	0	22	2	21	0	23	171
Total	53	73	0	126	21	1	0	22	2	21	0	23	171
08:00 AM	104	59	0	163	38	0	0	38	2	19	0	21	222
08:15 AM	150	70	0	220	32	1	0	33	3	19	0	22	275
08:30 AM	160	35	0	195	36	5	0	41	5	33	0	38	274
08:45 AM	173	39	0	212	38	1	0	39	2	48	0	50	301
Total	587	203	0	790	144	7	0	151	12	119	0	131	1072
09:00 AM	144	32	0	176	50	0	0	50	5	47	1	53	279
09:15 AM	128	36	0	164	53	4	0	57	2	42	0	44	265
09:30 AM	149	35	0	184	43	5	0	48	2	31	1	34	266

Total	421	103	0	524	146	9	0	155	9	120	2	131	810

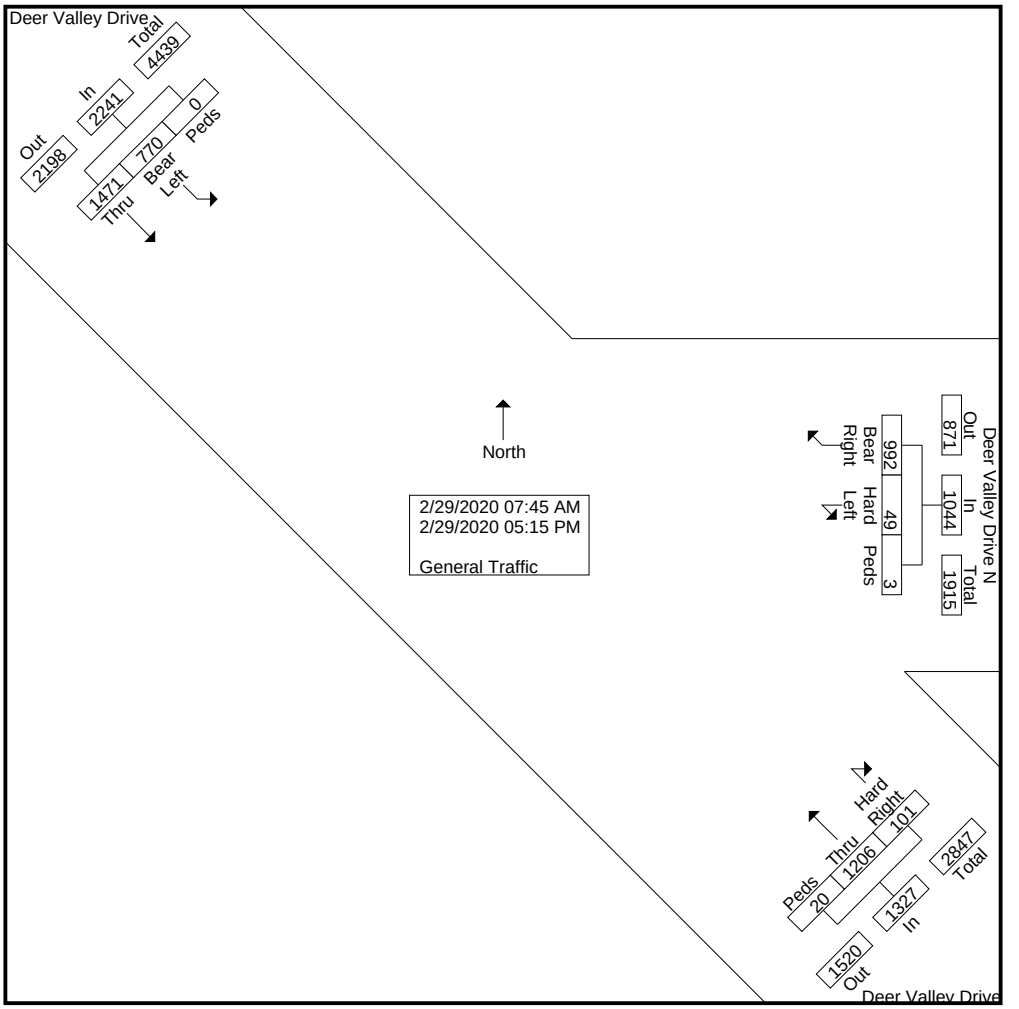
03:30 PM	66	48	0	114	103	3	1	107	10	111	0	121	342
03:45 PM	51	54	0	105	95	4	0	99	10	116	1	127	331
Total	117	102	0	219	198	7	1	206	20	227	1	248	673
04:00 PM	43	45	0	88	102	8	0	110	12	159	1	172	370
04:15 PM	63	52	0	115	76	8	2	86	9	140	0	149	350
04:30 PM	47	38	0	85	104	2	0	106	13	121	1	135	326
04:45 PM	57	61	0	118	66	2	0	68	6	97	4	107	293
Total	210	196	0	406	348	20	2	370	40	517	6	563	1339
05:00 PM	52	44	0	96	80	4	0	84	11	113	2	126	306
05:15 PM	31	49	0	80	55	1	0	56	7	89	9	105	241
Grand Total	1471	770	0	2241	992	49	3	1044	101	1206	20	1327	4612
Apprch %	65.6	34.4	0		95	4.7	0.3		7.6	90.9	1.5		
Total %	31.9	16.7	0	48.6	21.5	1.1	0.1	22.6	2.2	26.1	0.4	28.8	

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 2



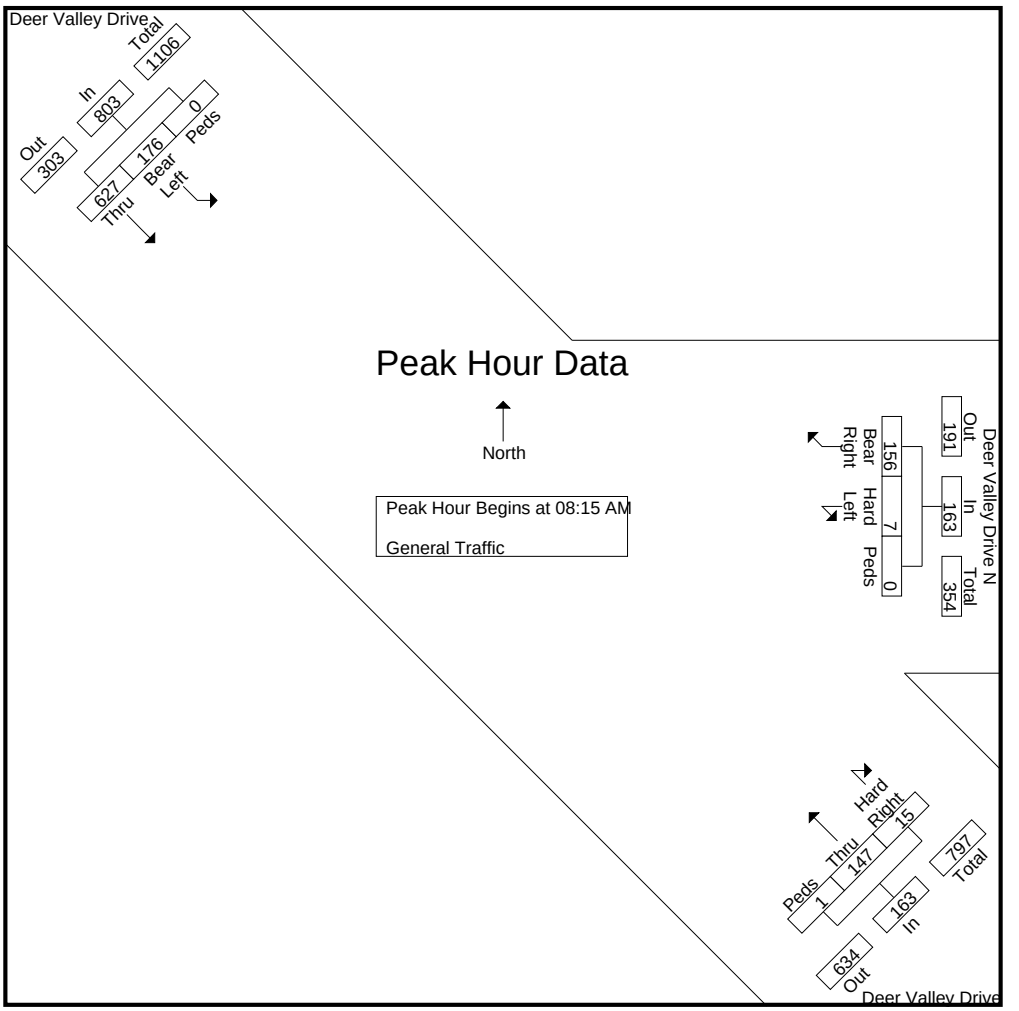
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 3

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 08:15 AM													
08:15 AM	150	**70**	0	**220**	32	1	0	33	3	19	0	22	275
08:30 AM	160	35	0	195	36	**5**	0	41	**5**	33	0	38	274
08:45 AM	**173**	39	0	212	38	1	0	39	2	**48**	0	50	**301**
09:00 AM	144	32	0	176	**50**	0	0	**50**	5	47	**1**	**53**	279
Total Volume	627	176	0	803	156	7	0	163	15	147	1	163	1129
% App. Total	78.1	21.9	0		95.7	4.3	0		9.2	90.2	0.6		
PHF	.906	.629	.000	.913	.780	.350	.000	.815	.750	.766	.250	.769	.938



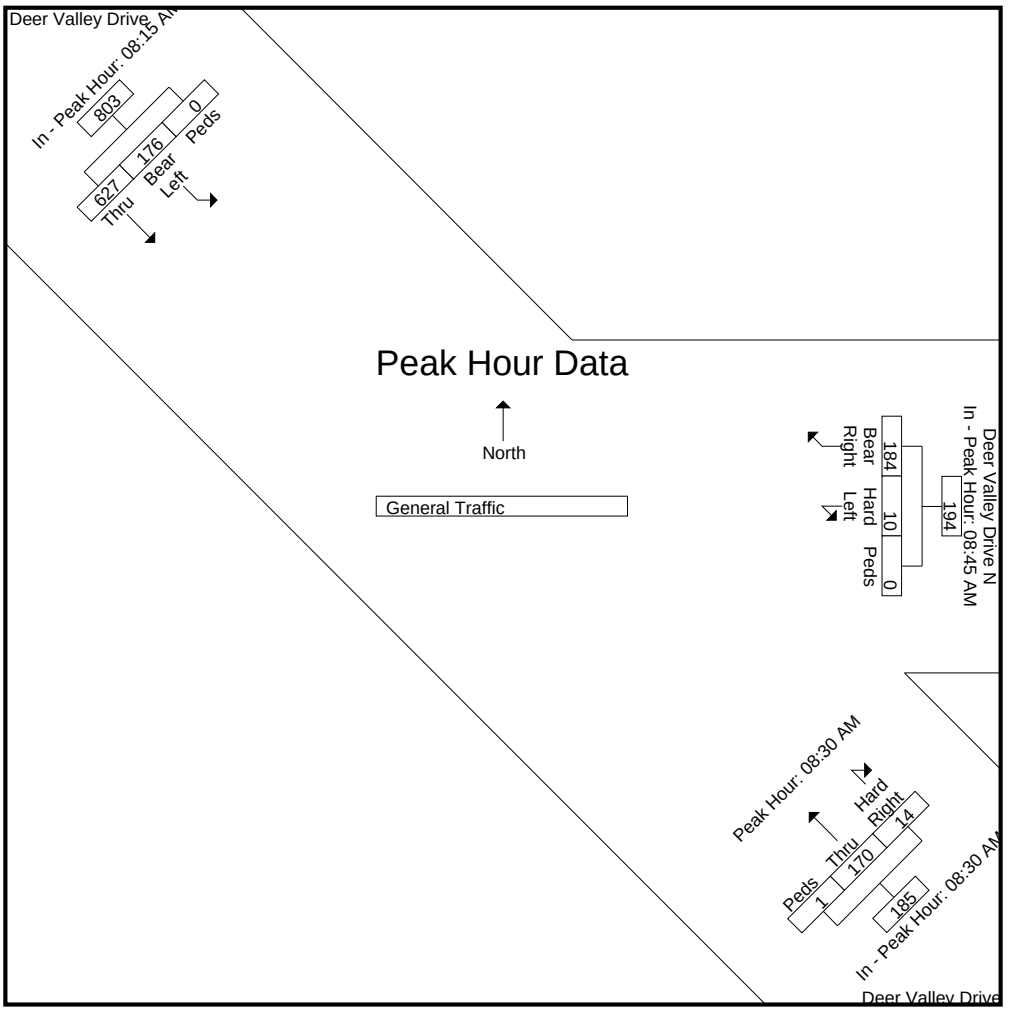
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 4

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	08:15 AM				08:45 AM				08:30 AM				
+0 mins.	150	**70**	0	**220**	38	1	0	39	**5**	33	0	38	
+15 mins.	160	35	0	195	50	0	0	50	2	**48**	0	50	
+30 mins.	**173**	39	0	212	**53**	4	0	**57**	5	47	**1**	**53**	
+45 mins.	144	32	0	176	43	**5**	0	48	2	42	0	44	
Total Volume	627	176	0	803	184	10	0	194	14	170	1	185	
% App. Total	78.1	21.9	0		94.8	5.2	0		7.6	91.9	0.5		
PHF	.906	.629	.000	.913	.868	.500	.000	.851	.700	.885	.250	.873	



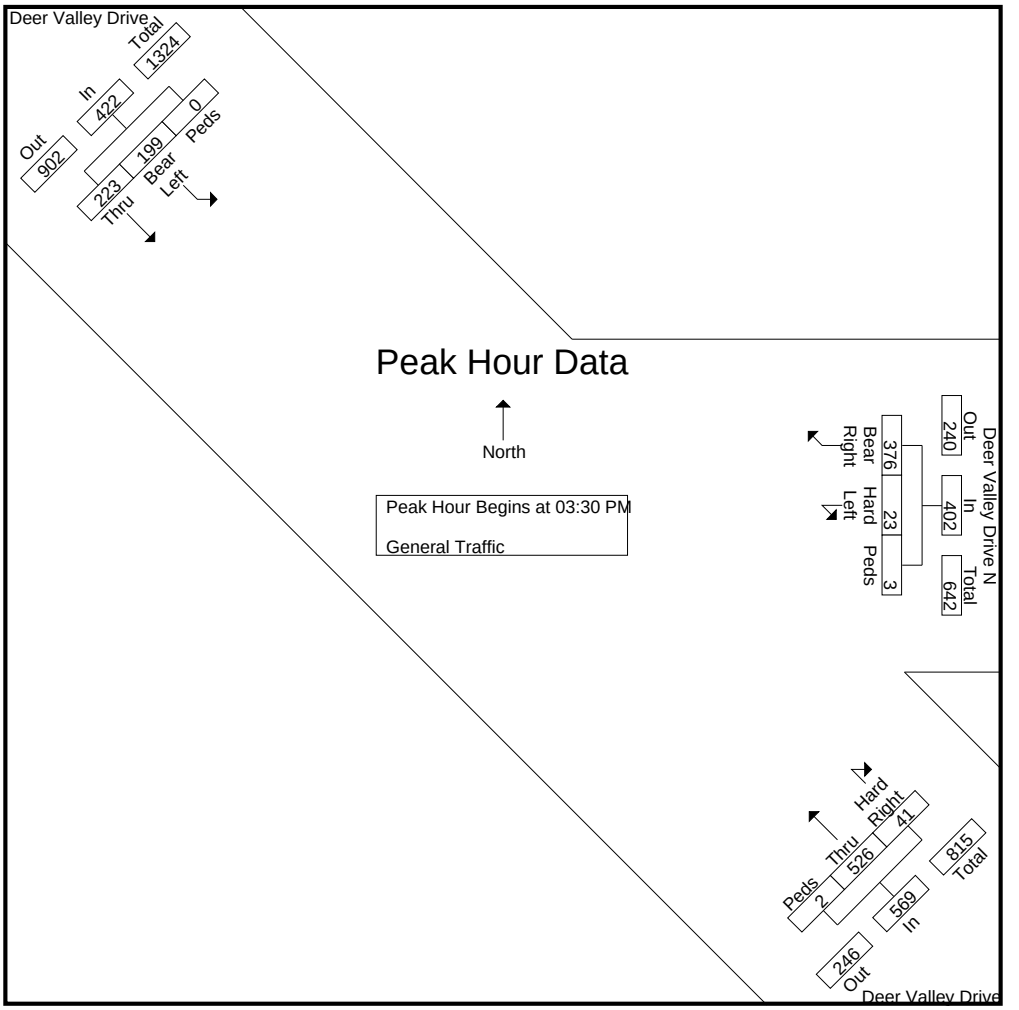
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 5

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 03:30 PM													
03:30 PM	**66**	48	0	114	**103**	3	1	107	10	111	0	121	342
03:45 PM	51	**54**	0	105	95	4	0	99	10	116	**1**	127	331
04:00 PM	43	45	0	88	102	**8**	0	**110**	**12**	**159**	1	**172**	**370**
04:15 PM	63	52	0	**115**	76	8	**2**	86	9	140	0	149	350
Total Volume	223	199	0	422	376	23	3	402	41	526	2	569	1393
% App. Total	52.8	47.2	0		93.5	5.7	0.7		7.2	92.4	0.4		
PHF	.845	.921	.000	.917	.913	.719	.375	.914	.854	.827	.500	.827	.941



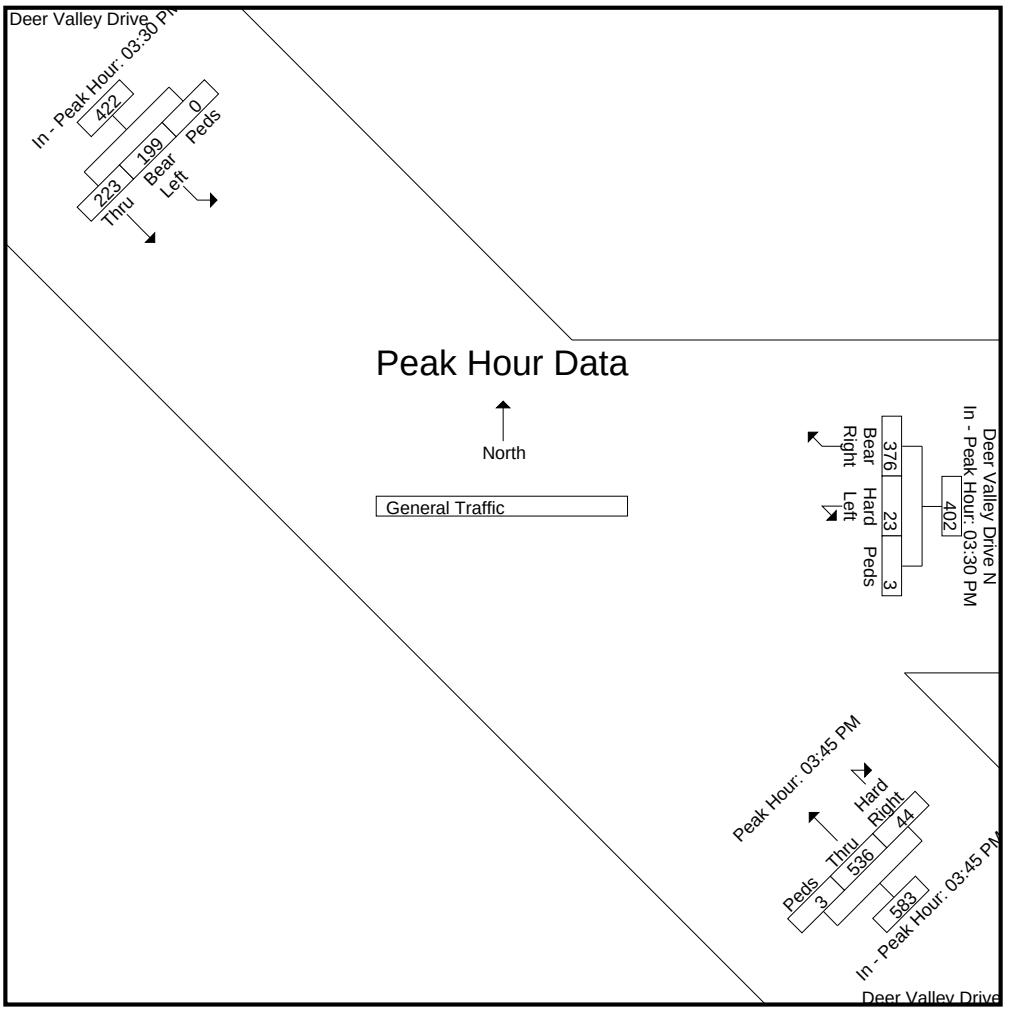
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 6

	Deer Valley Drive From Northwest				Deer Valley Drive N From East				Deer Valley Drive From Southeast				
Start Time	**Thru**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Hard Left**	**Peds**	**App. Total**	**Hard Right**	**Thru**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	03:30 PM				03:30 PM				03:45 PM				
+0 mins.	**66**	48	0	114	**103**	3	1	107	10	116	**1**	127	
+15 mins.	51	**54**	0	105	95	4	0	99	12	**159**	1	**172**	
+30 mins.	43	45	0	88	102	**8**	0	**110**	9	140	0	149	
+45 mins.	63	52	0	**115**	76	8	**2**	86	**13**	121	1	135	
Total Volume	223	199	0	422	376	23	3	402	44	536	3	583	
% App. Total	52.8	47.2	0		93.5	5.7	0.7		7.5	91.9	0.5		
PHF	.845	.921	.000	.917	.913	.719	.375	.914	.846	.843	.750	.847	



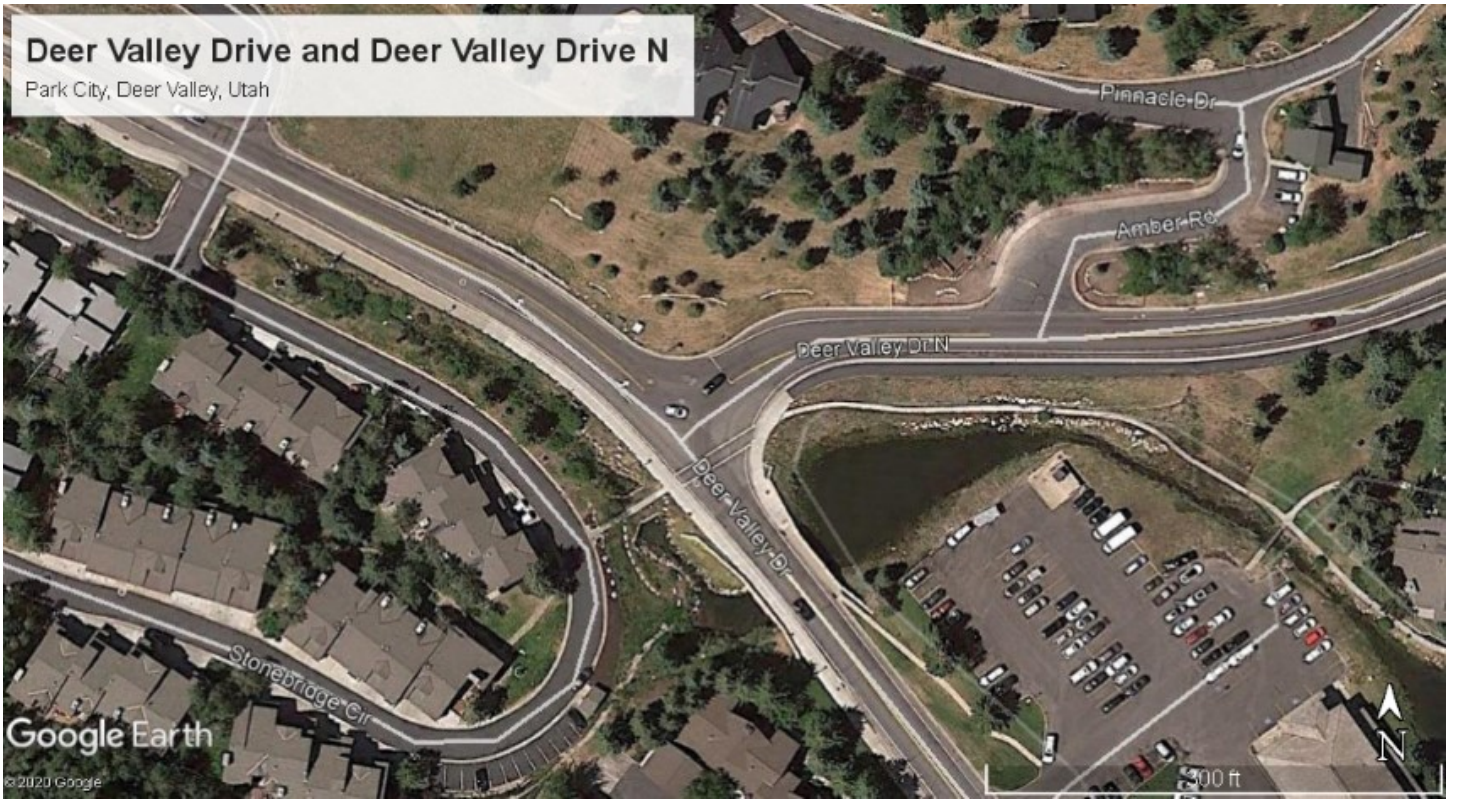
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Intersection:Deer Valley/ Deer Valley N
City, State: Deer Valley, Utah
Control: Stop Sign

File Name : Deer Valley Dr & Deer Valley Dr N - D2
Site Code : Day 2
Start Date : 2/29/2020
Page No : 7

Image 1



L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 1

Groups Printed- General Traffic - Turns

	Deer Valley Drive From North					Deer Valley Drive From East					Marsac Avenue From South					To Swede Alley (Buses Only) From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
07:45 AM	1	105	141	0	247	37	2	5	0	44	3	19	0	1	23	1	3	1	0	5	319
Total	1	105	141	0	247	37	2	5	0	44	3	19	0	1	23	1	3	1	0	5	319
08:00 AM	2	59	173	0	234	30	2	1	0	33	12	23	0	1	36	1	3	0	1	5	308
08:15 AM	3	78	171	0	252	46	3	4	0	53	12	22	0	1	35	0	3	0	2	5	345
08:30 AM	1	79	171	0	251	39	4	11	0	54	13	22	0	2	37	3	7	0	1	11	353
08:45 AM	2	74	178	0	254	55	4	6	2	67	16	26	1	3	46	3	6	1	4	14	381
Total	8	290	693	0	991	170	13	22	2	207	53	93	1	7	154	7	19	1	8	35	1387
09:00 AM	3	70	140	0	213	74	4	4	2	84	8	31	0	8	47	4	3	1	6	14	358
09:15 AM	1	74	114	3	192	63	2	6	2	73	9	31	0	1	41	0	4	0	1	5	311
09:30 AM	1	66	116	0	183	75	0	2	2	79	7	35	0	0	42	0	3	1	1	5	309

Total	5	210	370	3	588	212	6	12	6	236	24	97	0	9	130	4	10	2	8	24	978

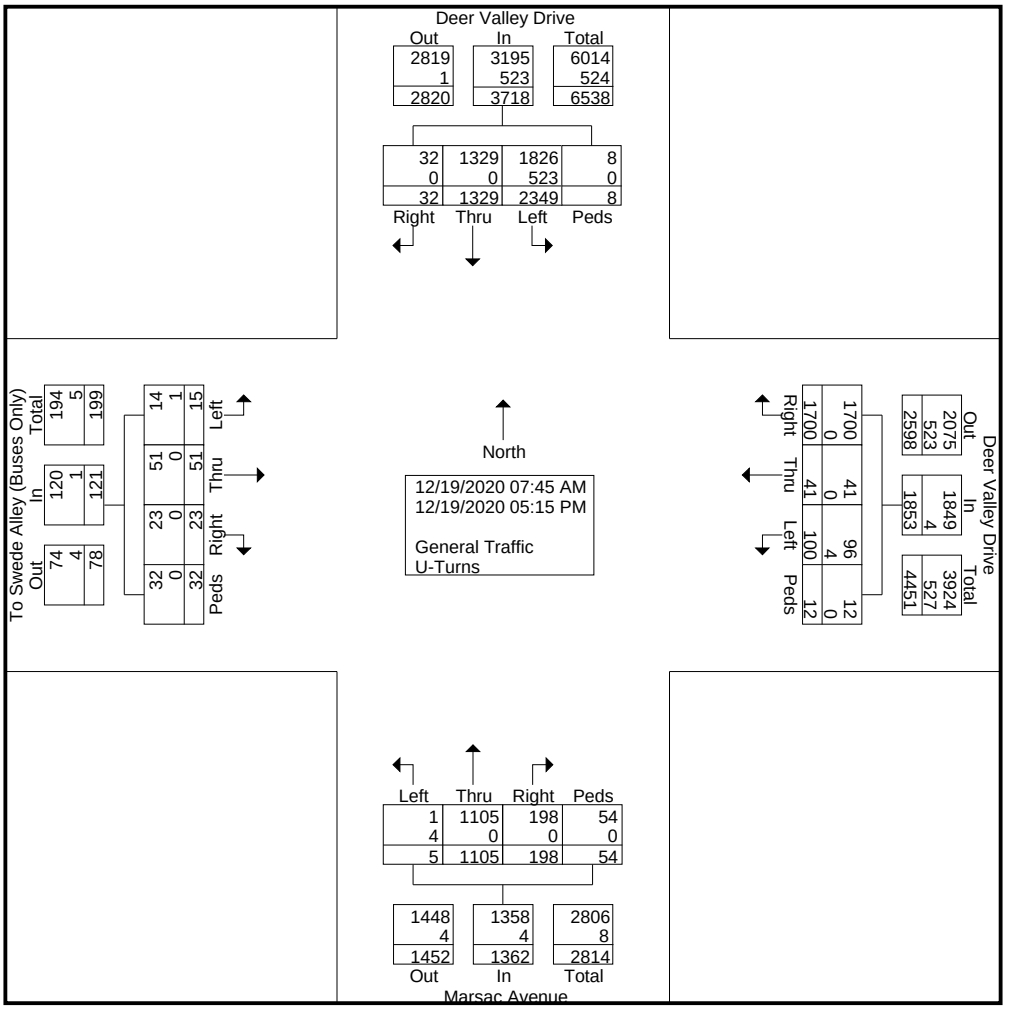
03:30 PM	5	97	155	0	257	155	2	7	0	164	18	97	0	5	120	4	0	3	0	7	548
03:45 PM	2	90	162	0	254	157	4	9	0	170	17	116	0	7	140	2	4	1	4	11	575
Total	7	187	317	0	511	312	6	16	0	334	35	213	0	12	260	6	4	4	4	18	1123
04:00 PM	1	101	141	0	243	177	1	12	0	190	9	106	1	7	123	1	2	0	3	6	562
04:15 PM	1	93	129	5	228	180	3	9	1	193	16	106	1	2	125	0	3	0	2	5	551
04:30 PM	2	91	144	0	237	176	4	5	0	185	16	100	0	7	123	2	2	4	1	9	554
04:45 PM	3	83	145	0	231	139	3	10	0	152	16	135	1	3	155	0	4	1	0	5	543
Total	7	368	559	5	939	672	11	36	1	720	57	447	3	19	526	3	11	5	6	25	2210
05:00 PM	1	74	135	0	210	129	3	5	1	138	11	104	0	3	118	1	2	1	2	6	472
05:15 PM	3	95	134	0	232	168	0	4	2	174	15	132	1	3	151	1	2	1	4	8	565
Grand Total	32	1329	2349	8	3718	1700	41	100	12	1853	198	1105	5	54	1362	23	51	15	32	121	7054
Apprch %	0.9	35.7	63.2	0.2		91.7	2.2	5.4	0.6		14.5	81.1	0.4	4		19	42.1	12.4	26.4		
Total %	0.5	18.8	33.3	0.1	52.7	24.1	0.6	1.4	0.2	26.3	2.8	15.7	0.1	0.8	19.3	0.3	0.7	0.2	0.5	1.7	
General Traffic	32	1329	1826	8	3195	1700	41	96	12	1849	198	1105	1	54	1358	23	51	14	32	120	6522
% General Traffic	100	100	77.7	100	85.9	100	100	96	100	99.8	100	100	20	100	99.7	100	100	93.3	100	99.2	92.5
U-Turns	0	0	523	0	523	0	0	4	0	4	0	0	4	0	4	0	0	1	0	1	532
% U-Turns	0	0	22.3	0	14.1	0	0	4	0	0.2	0	0	80	0	0.3	0	0	6.7	0	0.8	7.5

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 2



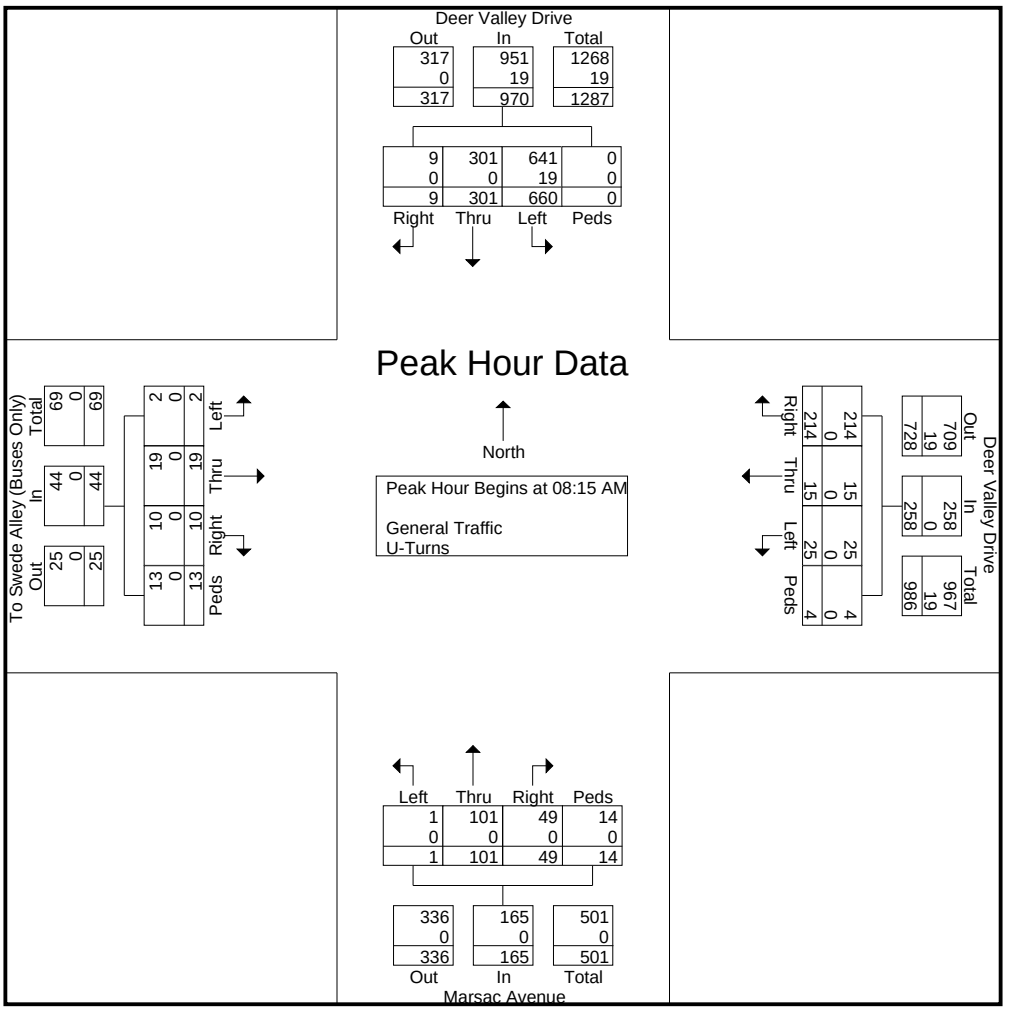
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 3

	Deer Valley Drive From North					Deer Valley Drive From East					Marsac Avenue From South					To Swede Alley (Buses Only) From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:15 AM																					
08:15 AM	**3**	78	171	0	252	46	3	4	0	53	12	22	0	1	35	0	3	0	2	5	345
08:30 AM	1	**79**	171	0	251	39	**4**	**11**	0	54	13	22	0	2	37	3	**7**	0	1	11	353
08:45 AM	2	74	**178**	0	**254**	55	4	6	**2**	67	**16**	26	**1**	3	46	3	6	**1**	4	**14**	**381**
09:00 AM	3	70	140	0	213	**74**	4	4	2	**84**	8	**31**	0	**8**	**47**	**4**	3	1	**6**	14	358
Total Volume	9	301	660	0	970	214	15	25	4	258	49	101	1	14	165	10	19	2	13	44	1437
% App. Total	0.9	31	68	0		82.9	5.8	9.7	1.6		29.7	61.2	0.6	8.5		22.7	43.2	4.5	29.5		
PHF	.750	.953	.927	.000	.955	.723	.938	.568	.500	.768	.766	.815	.250	.438	.878	.625	.679	.500	.542	.786	.943
General Traffic	9	301	641	0	951	214	15	25	4	258	49	101	1	14	165	10	19	2	13	44	1418
% General Traffic	100	100	97.1	0	98.0	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	98.7
U-Turns	0	0	19	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
% U-Turns	0	0	2.9	0	2.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.3



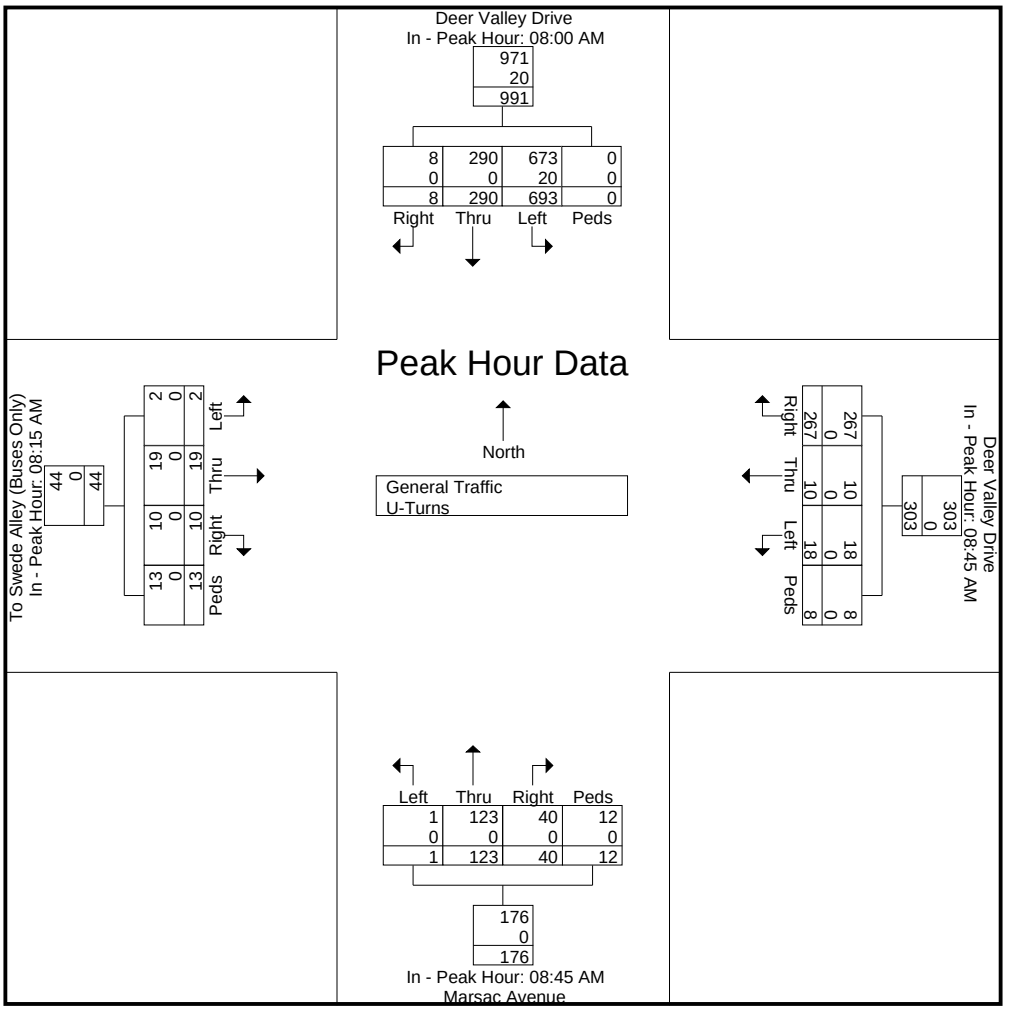
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 4

	Deer Valley Drive From North					Deer Valley Drive From East					Marsac Avenue From South					To Swede Alley (Buses Only) From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Each Approach Begins at:																					
	08:00 AM					08:45 AM					08:45 AM					08:15 AM					
+0 mins.	2	59	173	0	234	55	**4**	**6**	**2**	67	**16**	26	**1**	3	46	0	3	0	2	5	
+15 mins.	**3**	78	171	0	252	74	4	4	2	**84**	8	31	0	**8**	**47**	3	**7**	0	1	11	
+30 mins.	1	**79**	171	0	251	63	2	6	2	73	9	31	0	1	41	3	6	**1**	4	**14**	
+45 mins.	2	74	**178**	0	**254**	**75**	0	2	2	79	7	**35**	0	0	42	**4**	3	1	**6**	14	
Total Volume	8	290	693	0	991	267	10	18	8	303	40	123	1	12	176	10	19	2	13	44	
% App. Total	0.8	29.3	69.9	0		88.1	3.3	5.9	2.6		22.7	69.9	0.6	6.8		22.7	43.2	4.5	29.5		
PHF	.667	.918	.973	.000	.975	.890	.625	.750	1.000	.902	.625	.879	.250	.375	.936	.625	.679	.500	.542	.786	
General Traffic	8	290	673	0	971	267	10	18	8	303	40	123	1	12	176	10	19	2	13	44	
% General Traffic	100	100	97.1	0	98	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
U-Turns	0	0	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
% U-Turns	0	0	2.9	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



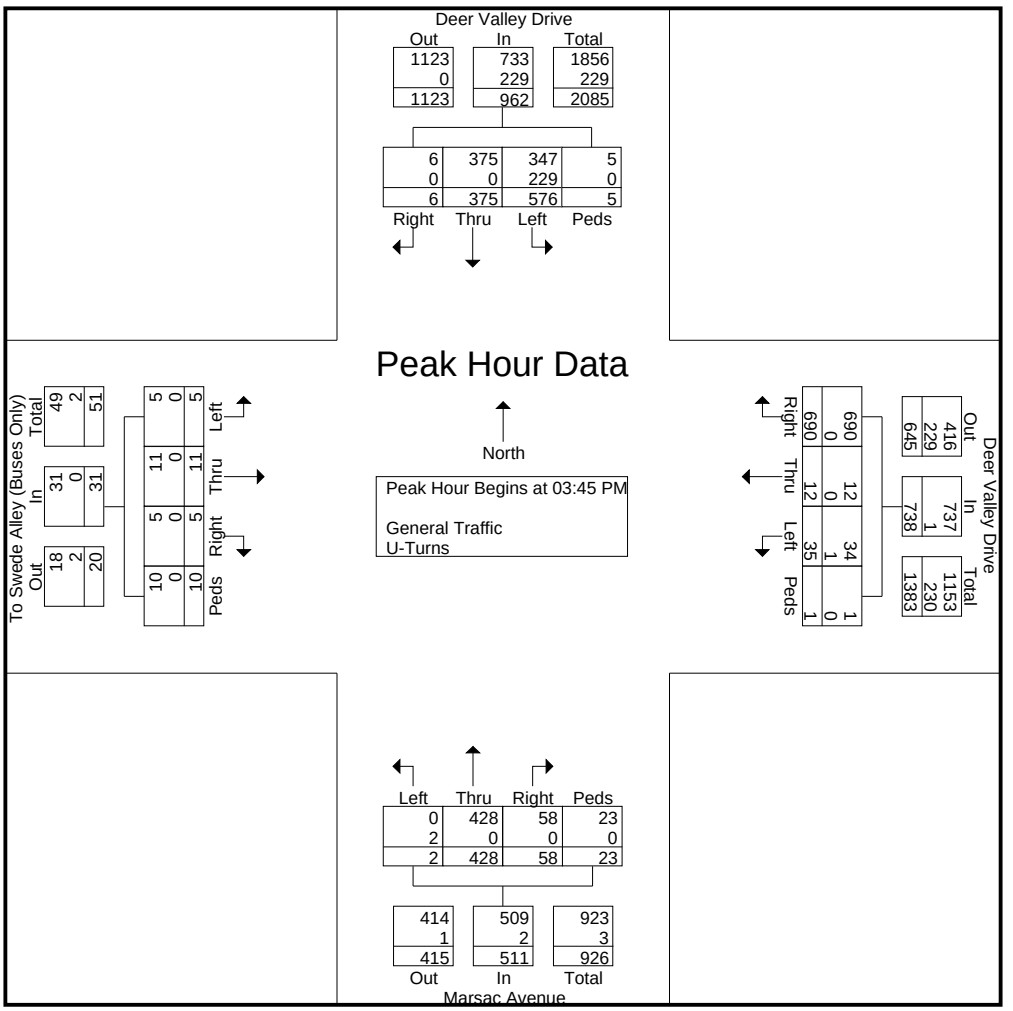
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 5

	Deer Valley Drive From North					Deer Valley Drive From East					Marsac Avenue From South					To Swede Alley (Buses Only) From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 03:45 PM																					
03:45 PM	**2**	90	**162**	0	**254**	157	**4**	9	0	170	**17**	**116**	0	**7**	**140**	**2**	**4**	1	**4**	**11**	**575**
04:00 PM	1	**101**	141	0	243	177	1	**12**	0	190	9	106	**1**	7	123	1	2	0	3	6	562
04:15 PM	1	93	129	**5**	228	**180**	3	9	**1**	**193**	16	106	1	2	125	0	3	0	2	5	551
04:30 PM	2	91	144	0	237	176	4	5	0	185	16	100	0	7	123	2	2	**4**	1	9	554
Total Volume	6	375	576	5	962	690	12	35	1	738	58	428	2	23	511	5	11	5	10	31	2242
% App. Total	0.6	39	59.9	0.5		93.5	1.6	4.7	0.1		11.4	83.8	0.4	4.5		16.1	35.5	16.1	32.3		
PHF	.750	.928	.889	.250	.947	.958	.750	.729	.250	.956	.853	.922	.500	.821	.913	.625	.688	.313	.625	.705	.975
General Traffic	6	375	347	5	733	690	12	34	1	737	58	428	0	23	509	5	11	5	10	31	2010
% General Traffic	100	100	60.2	100	76.2	100	100	97.1	100	99.9	100	100	0	100	99.6	100	100	100	100	100	89.7
U-Turns	0	0	229	0	229	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	232
% U-Turns	0	0	39.8	0	23.8	0	0	2.9	0	0.1	0	0	100	0	0.4	0	0	0	0	0	10.3



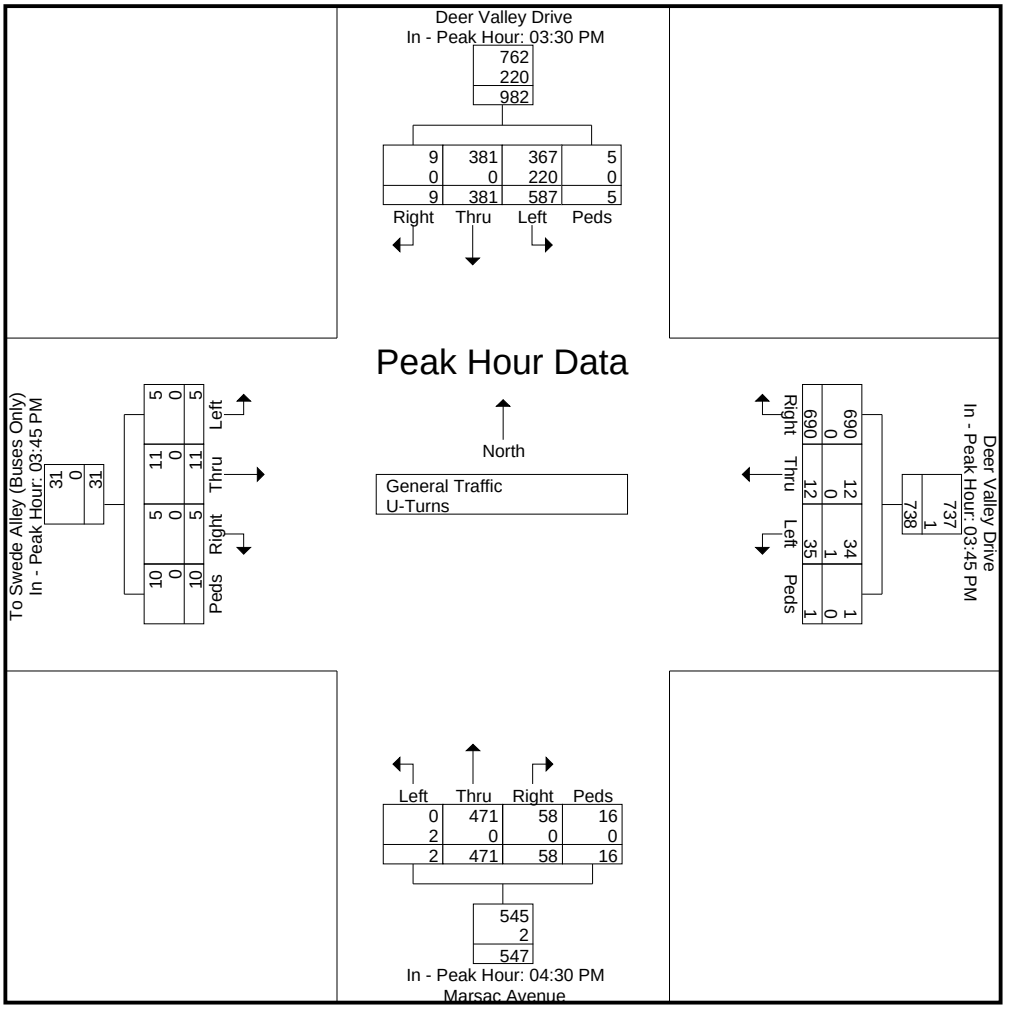
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 6

	Deer Valley Drive From North					Deer Valley Drive From East					Marsac Avenue From South					To Swede Alley (Buses Only) From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1																					
Peak Hour for Each Approach Begins at:																					
	03:30 PM					03:45 PM					04:30 PM					03:45 PM					
+0 mins.	**5**	97	155	0	**257**	157	**4**	9	0	170	**16**	100	0	**7**	123	**2**	**4**	1	**4**	**11**	
+15 mins.	2	90	**162**	0	254	177	1	**12**	0	190	16	**135**	**1**	3	**155**	1	2	0	3	6	
+30 mins.	1	**101**	141	0	243	**180**	3	9	**1**	**193**	11	104	0	3	118	0	3	0	2	5	
+45 mins.	1	93	129	**5**	228	176	4	5	0	185	15	132	1	3	151	2	2	**4**	1	9	
Total Volume	9	381	587	5	982	690	12	35	1	738	58	471	2	16	547	5	11	5	10	31	
% App. Total	0.9	38.8	59.8	0.5		93.5	1.6	4.7	0.1		10.6	86.1	0.4	2.9		16.1	35.5	16.1	32.3		
PHF	.450	.943	.906	.250	.955	.958	.750	.729	.250	.956	.906	.872	.500	.571	.882	.625	.688	.313	.625	.705	
General Traffic	9	381	367	5	762	690	12	34	1	737	58	471	0	16	545	5	11	5	10	31	
% General Traffic	100	100	62.5	100	77.6	100	100	97.1	100	99.9	100	100	0	100	99.6	100	100	100	100	100	
U-Turns	0	0	220	0	220	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	
% U-Turns	0	0	37.5	0	22.4	0	0	2.9	0	0.1	0	0	100	0	0.4	0	0	0	0	0	



L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Marsac Av
City, State: Park City, Utah
Control: Yields

File Name : Deer Valley Dr & Marsac Ave RDBT
Site Code : Saturday
Start Date : 12/19/2020
Page No : 7

Image 1

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 1

Groups Printed- General Traffic

	Bonanza Drive From Northeast				Deer Valley Drive From South				Deer Valley Drive From West				
Start Time	**Bear Right**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Left**	**Peds**	**App. Total**	**Right**	**Bear Left**	**Peds**	**App. Total**	**Int. Total**
07:45 AM	34	138	0	172	21	37	0	58	137	13	0	150	380
Total	34	138	0	172	21	37	0	58	137	13	0	150	380
08:00 AM	26	111	0	137	30	42	0	72	147	8	0	155	364
08:15 AM	49	115	0	164	24	60	0	84	141	14	0	155	403
08:30 AM	51	113	0	164	23	48	0	71	137	23	0	160	395
08:45 AM	40	130	0	170	32	58	0	90	137	23	0	160	420
Total	166	469	0	635	109	208	0	317	562	68	0	630	1582
09:00 AM	28	111	0	139	49	57	0	106	120	29	0	149	394
09:15 AM	22	85	0	107	27	70	0	97	112	34	0	146	350
09:30 AM	26	90	0	116	38	54	0	92	121	30	0	151	359

Total	76	286	0	362	114	181	0	295	353	93	0	446	1103

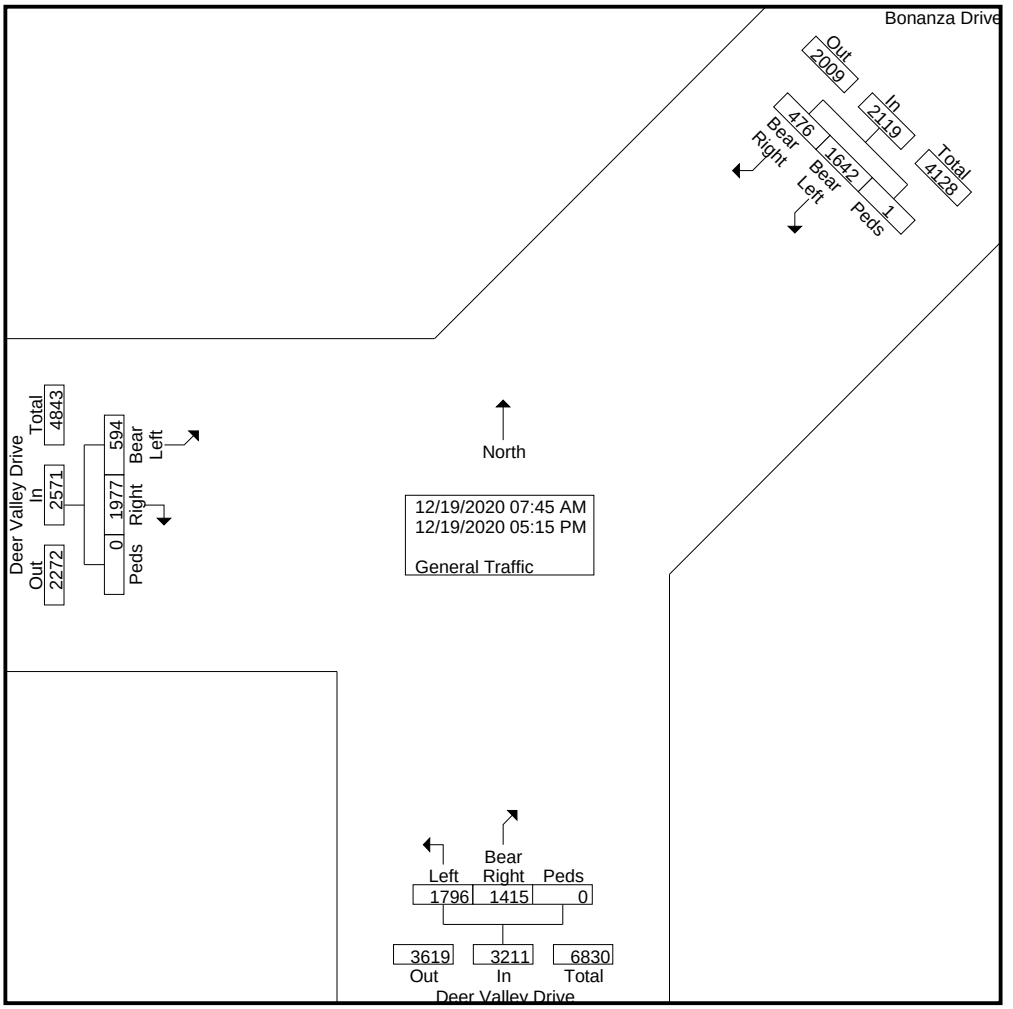
03:30 PM	23	90	0	113	146	174	0	320	120	58	0	178	611
03:45 PM	41	110	1	152	147	184	0	331	110	67	0	177	660
Total	64	200	1	265	293	358	0	651	230	125	0	355	1271
04:00 PM	25	92	0	117	155	175	0	330	119	59	0	178	625
04:15 PM	26	103	0	129	142	177	0	319	110	63	0	173	621
04:30 PM	31	94	0	125	176	182	0	358	99	50	0	149	632
04:45 PM	17	86	0	103	130	166	0	296	121	44	0	165	564
Total	99	375	0	474	603	700	0	1303	449	216	0	665	2442
05:00 PM	21	81	0	102	136	171	0	307	110	41	0	151	560
05:15 PM	16	93	0	109	139	141	0	280	136	38	0	174	563
Grand Total	476	1642	1	2119	1415	1796	0	3211	1977	594	0	2571	7901
Apprch %	22.5	77.5	0		44.1	55.9	0		76.9	23.1	0		
Total %	6	20.8	0	26.8	17.9	22.7	0	40.6	25	7.5	0	32.5	

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 2



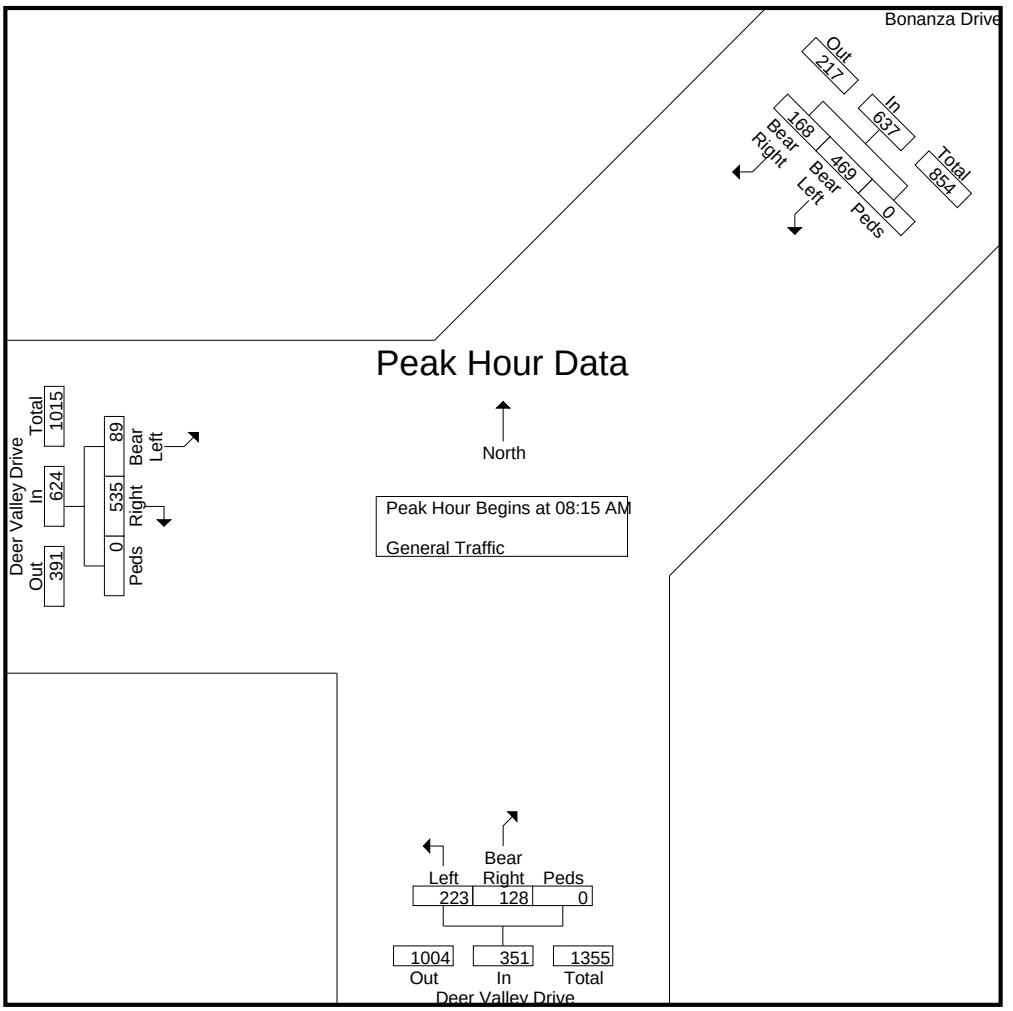
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 3

	Bonanza Drive From Northeast				Deer Valley Drive From South				Deer Valley Drive From West				
Start Time	Bear Right	Bear Left	**Peds**	**App. Total**	Bear Right	**Left**	**Peds**	**App. Total**	**Right**	Bear Left	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 08:15 AM													
08:15 AM	49	115	0	164	24	**60**	0	84	**141**	14	0	155	403
08:30 AM	**51**	113	0	164	23	48	0	71	137	23	0	**160**	395
08:45 AM	40	**130**	0	**170**	32	58	0	90	137	23	0	160	**420**
09:00 AM	28	111	0	139	**49**	57	0	**106**	120	**29**	0	149	394
Total Volume	168	469	0	637	128	223	0	351	535	89	0	624	1612
% App. Total	26.4	73.6	0		36.5	63.5	0		85.7	14.3	0		
PHF	.824	.902	.000	.937	.653	.929	.000	.828	.949	.767	.000	.975	.960



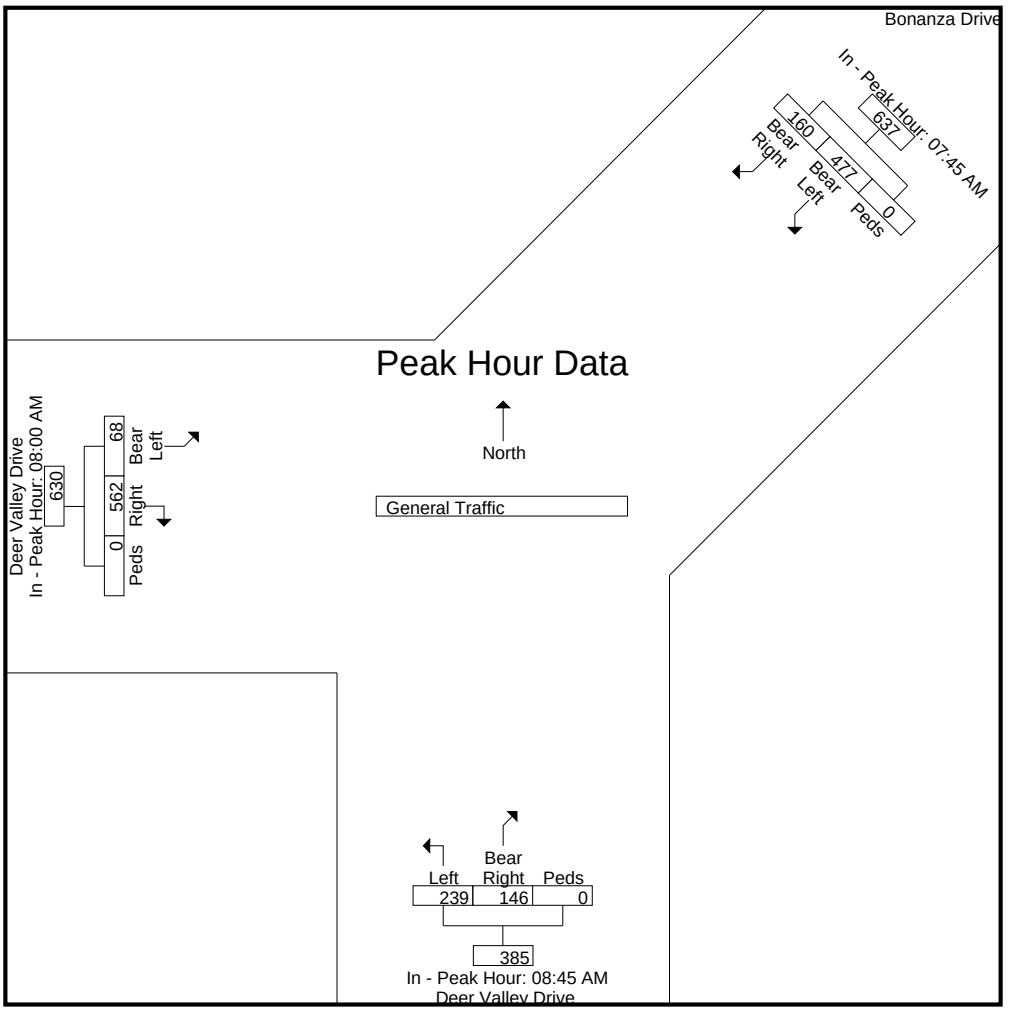
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 4

	Bonanza Drive From Northeast				Deer Valley Drive From South				Deer Valley Drive From West				
Start Time	**Bear Right**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Left**	**Peds**	**App. Total**	**Right**	**Bear Left**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 07:45 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	07:45 AM				08:45 AM				08:00 AM				
+0 mins.	34	**138**	0	**172**	32	58	0	90	**147**	8	0	155	
+15 mins.	26	111	0	137	**49**	57	0	**106**	141	14	0	155	
+30 mins.	49	115	0	164	27	**70**	0	97	137	**23**	0	**160**	
+45 mins.	**51**	113	0	164	38	54	0	92	137	23	0	160	
Total Volume	160	477	0	637	146	239	0	385	562	68	0	630	
% App. Total	25.1	74.9	0		37.9	62.1	0		89.2	10.8	0		
PHF	.784	.864	.000	.926	.745	.854	.000	.908	.956	.739	.000	.984	



L2 Data Collection

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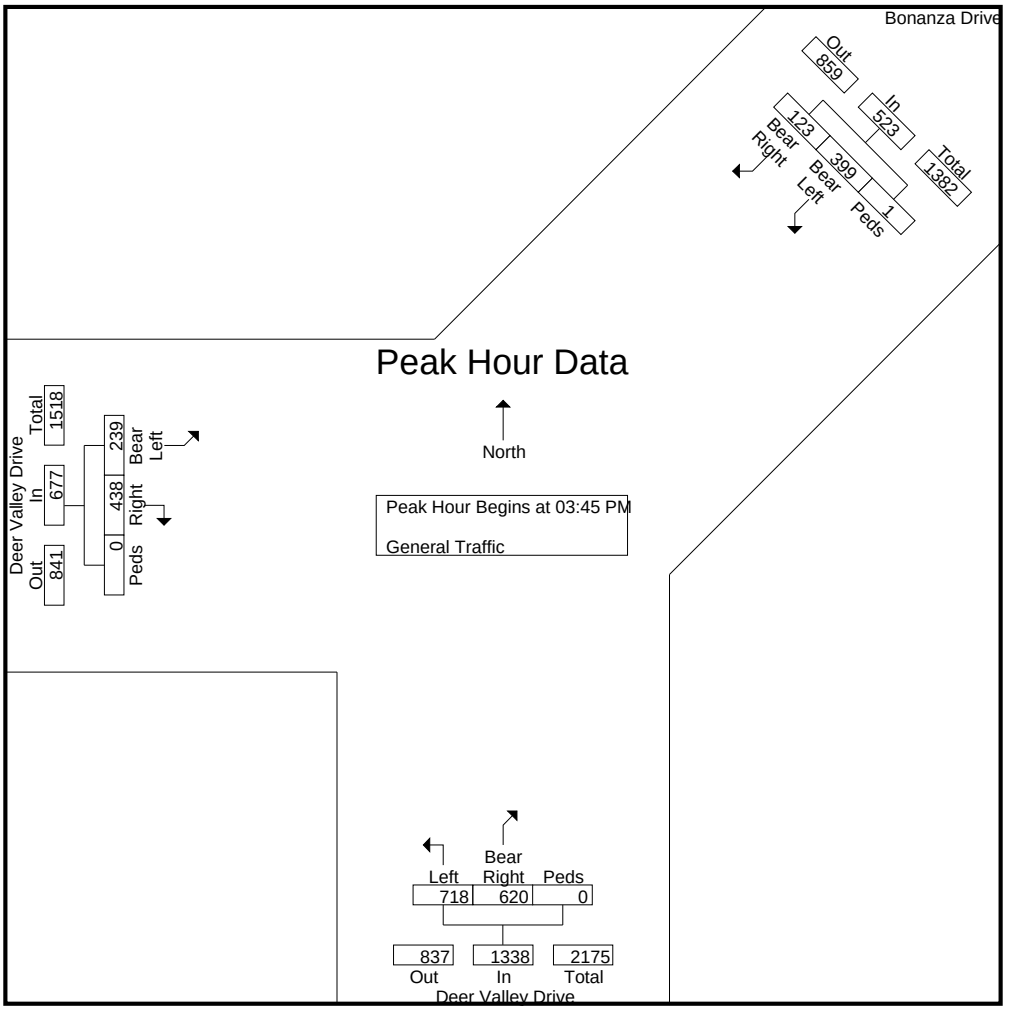
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 5

	Bonanza Drive From Northeast				Deer Valley Drive From South				Deer Valley Drive From West				
Start Time	**Bear Right**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Left**	**Peds**	**App. Total**	**Right**	**Bear Left**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 03:45 PM													
03:45 PM	**41**	**110**	**1**	**152**	147	**184**	0	331	110	**67**	0	177	**660**
04:00 PM	25	92	0	117	155	175	0	330	**119**	59	0	**178**	625
04:15 PM	26	103	0	129	142	177	0	319	110	63	0	173	621
04:30 PM	31	94	0	125	**176**	182	0	**358**	99	50	0	149	632
Total Volume	123	399	1	523	620	718	0	1338	438	239	0	677	2538
% App. Total	23.5	76.3	0.2		46.3	53.7	0		64.7	35.3	0		
PHF	.750	.907	.250	.860	.881	.976	.000	.934	.920	.892	.000	.951	.961



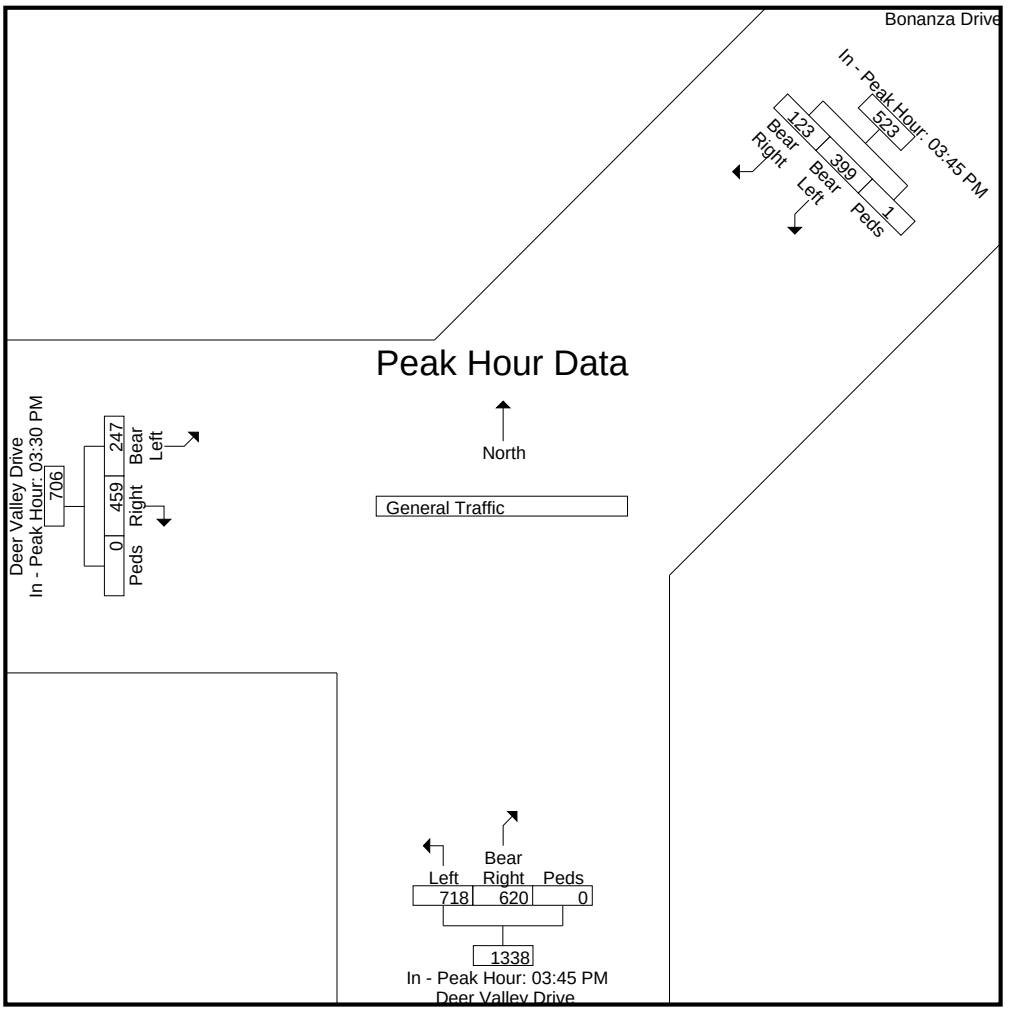
L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 6

	Bonanza Drive From Northeast				Deer Valley Drive From South				Deer Valley Drive From West				
Start Time	**Bear Right**	**Bear Left**	**Peds**	**App. Total**	**Bear Right**	**Left**	**Peds**	**App. Total**	**Right**	**Bear Left**	**Peds**	**App. Total**	**Int. Total**
Peak Hour Analysis From 12:00 PM to 05:15 PM - Peak 1 of 1													
Peak Hour for Each Approach Begins at:													
	03:45 PM				03:45 PM				03:30 PM				
+0 mins.	**41**	**110**	**1**	**152**	147	**184**	0	331	**120**	58	0	**178**	
+15 mins.	25	92	0	117	155	175	0	330	110	**67**	0	177	
+30 mins.	26	103	0	129	142	177	0	319	119	59	0	178	
+45 mins.	31	94	0	125	**176**	182	0	**358**	110	63	0	173	
Total Volume	123	399	1	523	620	718	0	1338	459	247	0	706	
% App. Total	23.5	76.3	0.2		46.3	53.7	0		65	35	0		
PHF	.750	.907	.250	.860	.881	.976	.000	.934	.956	.922	.000	.992	



L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0124
Intersection: Deer Valley Dr / Bonanza
City, State: Park City, Utah
Control: Signalized

File Name : Deer Valley Dr & Bonanza Dr
Site Code : Saturday
Start Date : 12/19/2020
Page No : 7

Image 1

FEHR PEERS

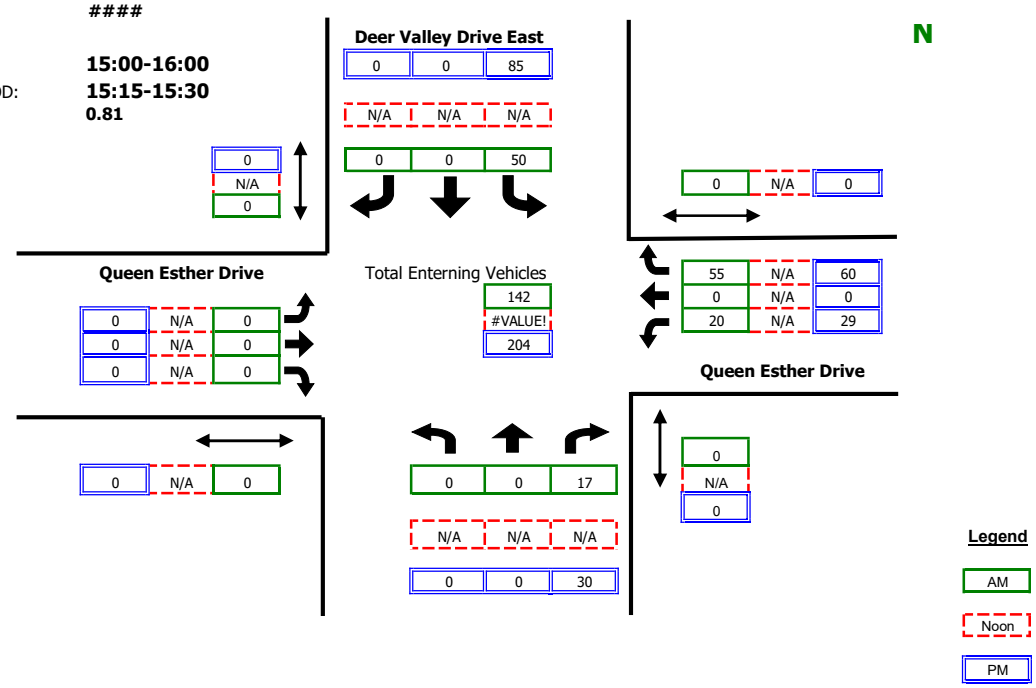
Intersection Turning Movement Summary

Intersection:	**Deer Valley Drive East/Queen Esther Drive**	**Date:**	**3-3-22, Thu**
	North/South: Deer Valley Drive East	**Day of Week Adjustment:**	**100.0%**
	East/West: Queen Esther Drive	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **9:00-10:00**
AM PEAK 15 MINUTE PERIOD: **9:15-9:30**
AM PHF: **0.99**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ####

PM PEAK HOUR PERIOD: **15:00-16:00**
PM PEAK 15 MINUTE PERIOD: **15:15-15:30**
PM PHF: **0.81**



RAW COUNT SUMMARIES	Deer Valley Drive East Northbound				Deer Valley Drive East Southbound				Queen Esther Drive Eastbound				Queen Esther Drive Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
8:00-8:15	0	0	0	0	4	0	0	0	0	0	0	0	5	0	4	0	13
8:15-8:30	0	0	8	0	7	0	0	0	0	0	0	0	9	0	13	0	37
8:30-8:45	0	0	6	0	6	0	0	0	0	0	0	0	5	0	11	0	28
8:45-9:00	0	0	2	0	11	0	0	0	0	0	0	0	10	0	9	0	32
9:00-9:15	0	0	5	0	9	0	0	0	0	0	0	0	7	0	14	0	35
9:15-9:30	0	0	5	0	17	0	0	0	0	0	0	0	4	0	10	0	36
9:30-9:45	0	0	2	0	10	0	0	0	0	0	0	0	6	0	18	0	36
9:45-10:00	0	0	5	0	14	0	0	0	0	0	0	0	3	0	13	0	35
NOON PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:30-14:45	0	0	9	0	9	0	0	0	0	0	0	0	5	0	14	0	37
14:45-15:00	0	0	5	0	21	0	0	0	0	0	0	0	3	0	17	0	46
15:00-15:15	0	0	5	0	23	0	0	0	0	0	0	0	3	0	18	0	49
15:15-15:30	0	0	9	0	26	0	0	0	0	0	0	0	11	0	17	0	63
15:30-15:45	0	0	6	0	19	0	0	0	0	0	0	0	8	0	9	0	42
15:45-16:00	0	0	10	0	17	0	0	0	0	0	0	0	7	0	16	0	50
16:00-16:15	0	0	5	0	18	0	0	0	0	0	0	0	4	0	13	0	40
16:15-16:30	0	0	7	0	25	0	0	0	0	0	0	0	4	0	8	0	44

FEHR PEERS

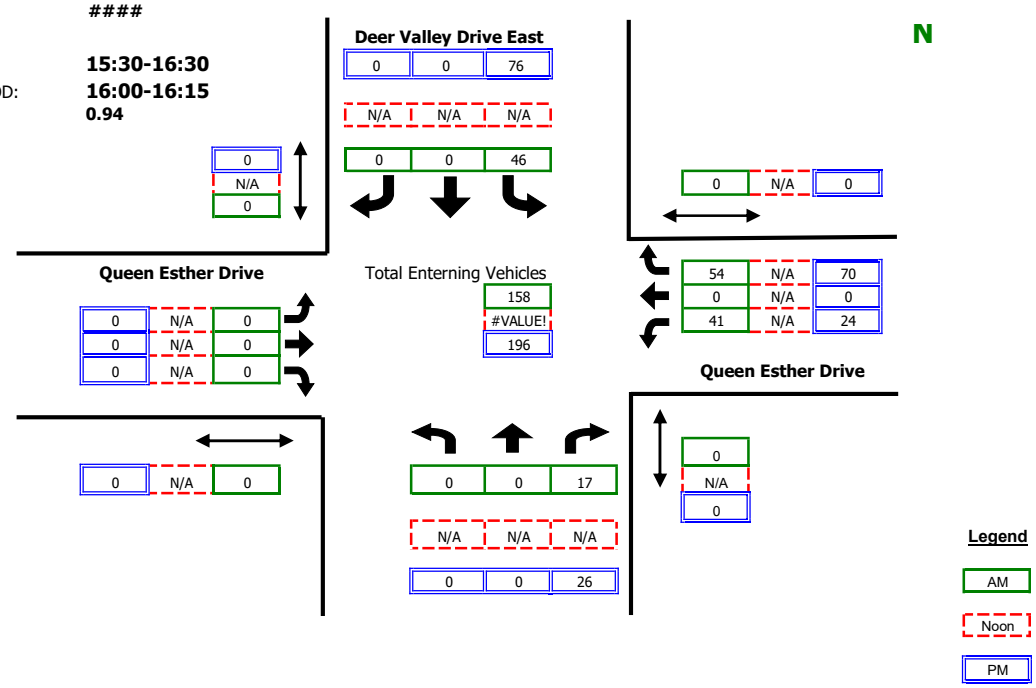
Intersection Turning Movement Summary

Intersection:	**Deer Valley Drive East/Queen Esther Drive**	**Date:**	**3-4-22, Fri**
	North/South: Deer Valley Drive East	**Day of Week Adjustment:**	**100.0%**
	East/West: Queen Esther Drive	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:45-9:45**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.77**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: **####**

PM PEAK HOUR PERIOD: **15:30-16:30**
PM PEAK 15 MINUTE PERIOD: **16:00-16:15**
PM PHF: **0.94**



RAW COUNT SUMMARIES	Deer Valley Drive East Northbound				Deer Valley Drive East Southbound				Queen Esther Drive Eastbound				Queen Esther Drive Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
8:00-8:15	0	0	4	0	12	0	0	0	0	0	0	0	3	0	18	0	37
8:15-8:30	0	0	3	0	11	0	0	0	0	0	0	0	10	0	9	0	33
8:30-8:45	0	0	5	0	11	0	0	0	0	0	0	0	6	0	10	0	32
8:45-9:00	0	0	2	0	16	0	0	0	0	0	0	0	13	0	20	0	51
9:00-9:15	0	0	5	0	5	0	0	0	0	0	0	0	7	0	9	0	26
9:15-9:30	0	0	6	0	10	0	0	0	0	0	0	0	5	0	10	0	31
9:30-9:45	0	0	4	0	15	0	0	0	0	0	0	0	16	0	15	0	50
9:45-10:00	0	0	10	0	10	0	0	0	0	0	0	0	7	0	15	0	42
NOON PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:30-14:45	0	0	6	0	14	0	0	0	0	0	0	0	5	0	9	0	34
14:45-15:00	0	0	8	0	19	0	0	0	0	0	0	0	6	0	23	0	56
15:00-15:15	0	0	8	0	11	0	0	0	0	0	0	0	8	0	18	0	45
15:15-15:30	0	0	8	0	16	0	0	0	0	0	0	0	7	0	15	0	46
15:30-15:45	0	0	2	0	10	0	0	0	0	0	0	0	8	0	21	0	41
15:45-16:00	0	0	7	0	26	0	0	0	0	0	0	0	3	0	15	0	51
16:00-16:15	0	0	7	0	18	0	0	0	0	0	0	0	7	0	20	0	52
16:15-16:30	0	0	10	0	22	0	0	0	0	0	0	0	6	0	14	0	52

FEHR PEERS

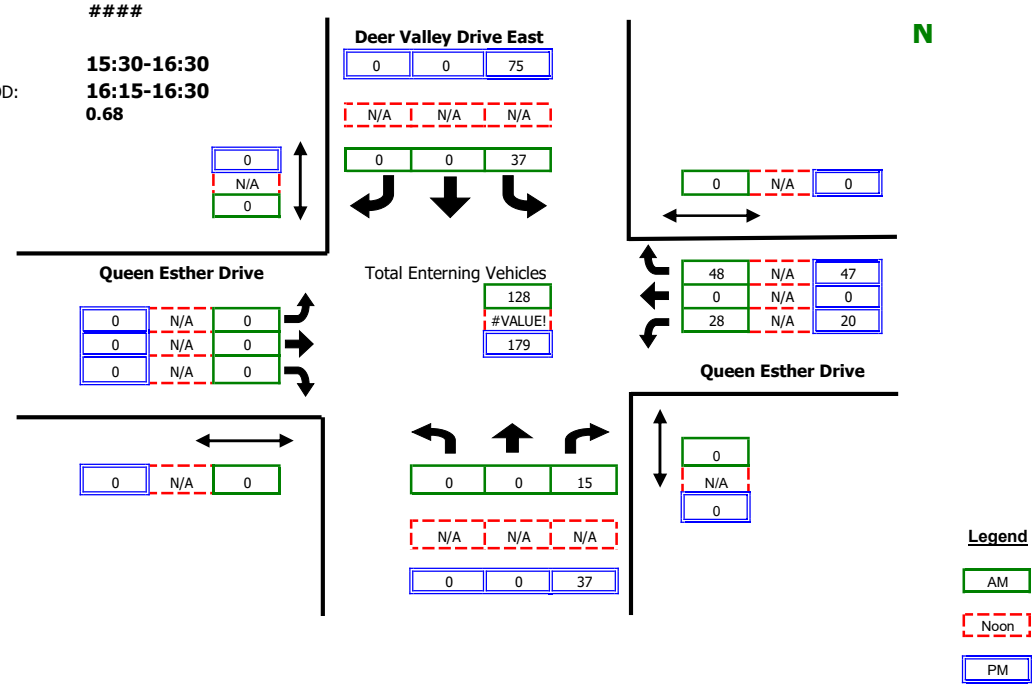
Intersection Turning Movement Summary

Intersection:	**Deer Valley Drive East/Queen Esther Drive**	**Date:**	**3-5-22, Sat**
	North/South: Deer Valley Drive East	**Day of Week Adjustment:**	**100.0%**
	East/West: Queen Esther Drive	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:45-9:45**
AM PEAK 15 MINUTE PERIOD: **8:45-9:00**
AM PHF: **0.86**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ####

PM PEAK HOUR PERIOD: **15:30-16:30**
PM PEAK 15 MINUTE PERIOD: **16:15-16:30**
PM PHF: **0.68**



RAW COUNT SUMMARIES	Deer Valley Drive East Northbound				Deer Valley Drive East Southbound				Queen Esther Drive Eastbound				Queen Esther Drive Westbound			
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
8:00-8:15	0	0	6	0	10	0	0	0	0	0	0	0	4	0	4	0	24
8:15-8:30	0	0	1	0	7	0	0	0	0	0	0	0	10	0	4	0	22
8:30-8:45	0	0	7	0	6	0	0	0	0	0	0	0	10	0	10	0	33
8:45-9:00	0	0	5	0	12	0	0	0	0	0	0	0	10	0	10	0	37
9:00-9:15	0	0	4	0	9	0	0	0	0	0	0	0	6	0	10	0	29
9:15-9:30	0	0	3	0	10	0	0	0	0	0	0	0	4	0	9	0	26
9:30-9:45	0	0	3	0	6	0	0	0	0	0	0	0	8	0	19	0	36
9:45-10:00	0	0	4	0	10	0	0	0	0	0	0	0	7	0	9	0	30

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:30-14:45	0	0	7	0	23	0	0	0	0	0	0	0	4	0	10	0	44
14:45-15:00	0	0	4	0	16	0	0	0	0	0	0	0	7	0	15	0	42
15:00-15:15	0	0	2	0	9	0	0	0	0	0	0	0	6	0	7	0	24
15:15-15:30	0	0	4	0	12	0	0	0	0	0	0	0	2	0	11	0	29
15:30-15:45	0	0	6	0	14	0	0	0	0	0	0	0	7	0	9	0	36
15:45-16:00	0	0	5	0	14	0	0	0	0	0	0	0	4	0	11	0	34
16:00-16:15	0	0	11	0	16	0	0	0	0	0	0	0	6	0	10	0	43
16:15-16:30	0	0	15	0	31	0	0	0	0	0	0	0	3	0	17	0	66

FEHR PEERS

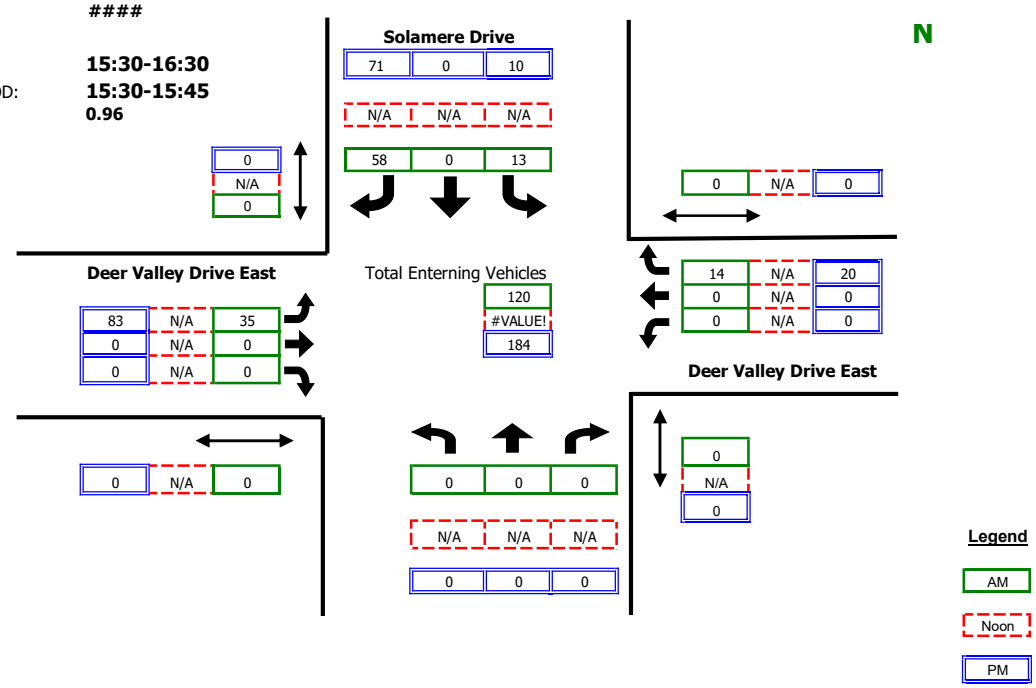
Intersection Turning Movement Summary

Intersection:	**Solamere Drive/Deer Valley Drive East**	**Date:**	**3-3-22, Thu**
	North/South: Solamere Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Deer Valley Drive East	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:30-9:30**
AM PEAK 15 MINUTE PERIOD: **8:30-8:45**
AM PHF: **0.83**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: **####**

PM PEAK HOUR PERIOD: **15:30-16:30**
PM PEAK 15 MINUTE PERIOD: **15:30-15:45**
PM PHF: **0.96**



RAW COUNT SUMMARIES	Solamere Drive Northbound				Solamere Drive Southbound				Deer Valley Drive East Eastbound				Deer Valley Drive East Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
8:00-8:15	0	0	0	0	4	0	7	0	11	0	0	0	0	0	0	0	22
8:15-8:30	0	0	0	0	2	0	10	0	10	0	0	0	0	0	1	0	23
8:30-8:45	0	0	0	0	2	0	24	0	7	0	0	0	0	0	3	0	36
8:45-9:00	0	0	0	0	4	0	12	0	9	0	0	0	0	0	3	0	28
9:00-9:15	0	0	0	0	3	0	12	0	7	0	0	0	0	0	5	0	27
9:15-9:30	0	0	0	0	4	0	10	0	12	0	0	0	0	0	3	0	29
9:30-9:45	0	0	0	0	1	0	10	0	17	0	0	0	0	0	3	0	31
9:45-10:00	0	0	0	0	4	0	8	0	9	0	0	0	0	0	4	0	25
NOON PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**TOTAL**
14:30-14:45	0	0	0	0	3	0	23	0	16	0	0	0	0	0	6	0	48
14:45-15:00	0	0	0	0	2	0	17	0	16	0	0	0	0	0	4	0	39
15:00-15:15	0	0	0	0	1	0	20	0	19	0	0	0	0	0	3	0	43
15:15-15:30	0	0	0	0	5	0	17	0	18	0	0	0	0	0	7	0	47
15:30-15:45	0	0	0	0	3	0	24	0	14	0	0	0	0	0	7	0	48
15:45-16:00	0	0	0	0	2	0	15	0	25	0	0	0	0	0	2	0	44
16:00-16:15	0	0	0	0	5	0	15	0	20	0	0	0	0	0	4	0	44
16:15-16:30	0	0	0	0	0	0	17	0	24	0	0	0	0	0	7	0	48

FEHR PEERS

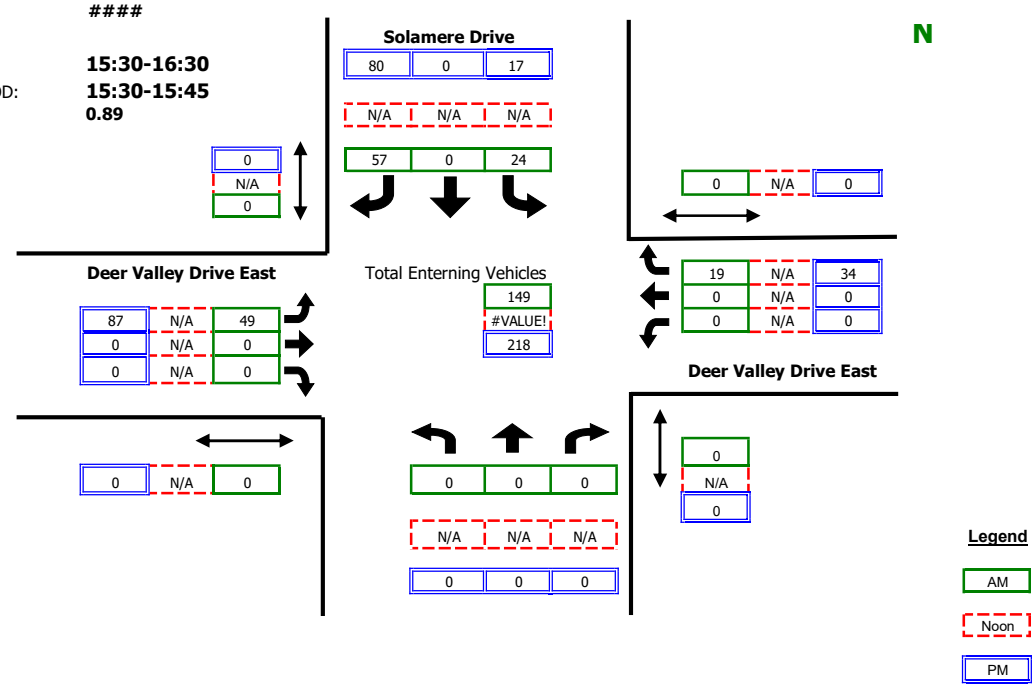
Intersection Turning Movement Summary

Intersection:	**Solamere Drive/Deer Valley Drive East**	**Date:**	**3-4-22, Fri**
	North/South: Solamere Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Deer Valley Drive East	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **8:45-9:45**
AM PEAK 15 MINUTE PERIOD: **9:15-9:30**
AM PHF: **0.93**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ####

PM PEAK HOUR PERIOD: **15:30-16:30**
PM PEAK 15 MINUTE PERIOD: **15:30-15:45**
PM PHF: **0.89**



RAW COUNT SUMMARIES	Solamere Drive Northbound				Solamere Drive Southbound				Deer Valley Drive East Eastbound				Deer Valley Drive East Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
8:00-8:15	0	0	0	0	2	0	6	0	6	0	0	0	0	0	1	0	15
8:15-8:30	0	0	0	0	5	0	13	0	9	0	0	0	0	0	2	0	29
8:30-8:45	0	0	0	0	7	0	8	0	9	0	0	0	0	0	2	0	26
8:45-9:00	0	0	0	0	8	0	11	0	11	0	0	0	0	0	7	0	37
9:00-9:15	0	0	0	0	6	0	13	0	11	0	0	0	0	0	3	0	33
9:15-9:30	0	0	0	0	4	0	17	0	16	0	0	0	0	0	3	0	40
9:30-9:45	0	0	0	0	6	0	16	0	11	0	0	0	0	0	6	0	39
9:45-10:00	0	0	0	0	4	0	19	0	10	0	0	0	0	0	2	0	35

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:30-14:45	0	0	0	0	0	0	21	0	15	0	0	0	0	0	1	0	37
14:45-15:00	0	0	0	0	6	0	11	0	20	0	0	0	0	0	1	0	38
15:00-15:15	0	0	0	0	2	0	16	0	17	0	0	0	0	0	7	0	42
15:15-15:30	0	0	0	0	4	0	15	0	19	0	0	0	0	0	1	0	39
15:30-15:45	0	0	0	0	5	0	24	0	20	0	0	0	0	0	12	0	61
15:45-16:00	0	0	0	0	3	0	16	0	17	0	0	0	0	0	5	0	41
16:00-16:15	0	0	0	0	4	0	21	0	21	0	0	0	0	0	8	0	54
16:15-16:30	0	0	0	0	5	0	19	0	29	0	0	0	0	0	9	0	62

FEHR PEERS

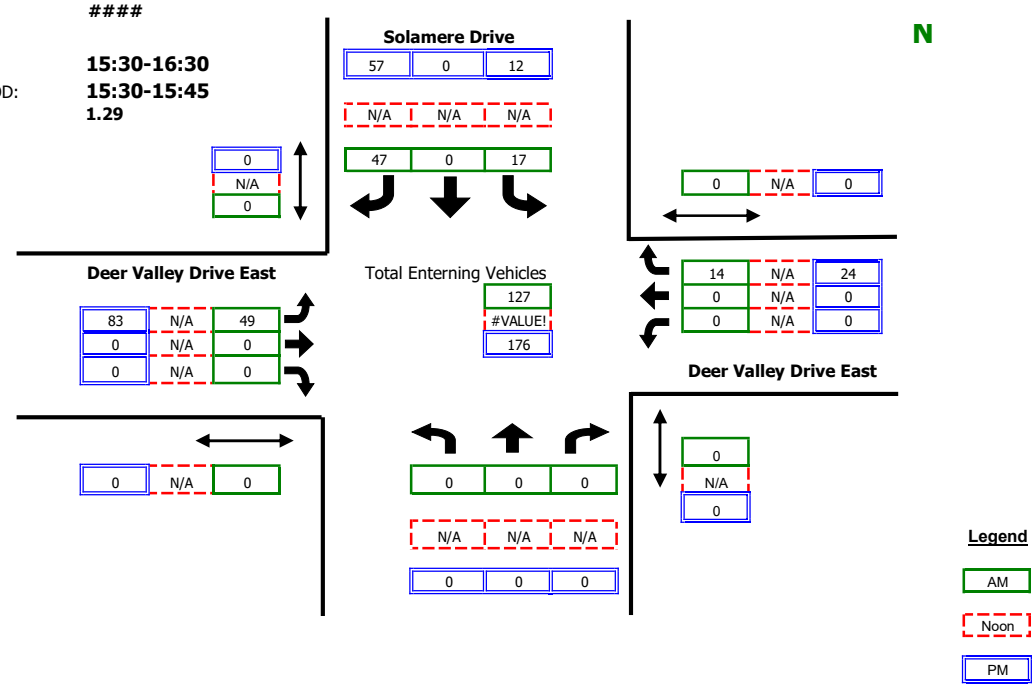
Intersection Turning Movement Summary

Intersection:	**Solamere Drive/Deer Valley Drive East**	**Date:**	**3-5-22, Sat**
	North/South: Solamere Drive	**Day of Week Adjustment:**	**100.0%**
	East/West: Deer Valley Drive East	**Month of Year Adjustment:**	**100.0%**
Jurisdiction:	**Park City**	**Adjustment Station #:**	
Project Title:	**Snow Park Development**	**Growth Rate:**	**0.0%**
Project No:	**UT20-2245**	**Number of Years:**	**0**
Weather:			

AM PEAK HOUR PERIOD: **9:00-10:00**
AM PEAK 15 MINUTE PERIOD: **9:45-10:00**
AM PHF: **0.76**

NOON PEAK HOUR PERIOD:
NOON PEAK 15 MINUTE PERIOD:
NOON PHF: ####

PM PEAK HOUR PERIOD: **15:30-16:30**
PM PEAK 15 MINUTE PERIOD: **15:30-15:45**
PM PHF: **1.29**



RAW COUNT SUMMARIES	Solamere Drive Northbound				Solamere Drive Southbound				Deer Valley Drive East Eastbound				Deer Valley Drive East Westbound				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
8:00-8:15	0	0	0	0	2	0	12	0	4	0	0	0	0	0	2	0	20
8:15-8:30	0	0	0	0	5	0	6	0	5	0	0	0	0	0	1	0	17
8:30-8:45	0	0	0	0	9	0	15	0	8	0	0	0	0	0	0	0	32
8:45-9:00	0	0	0	0	6	0	15	0	4	0	0	0	0	0	6	0	31
9:00-9:15	0	0	0	0	5	0	4	0	8	0	0	0	0	0	2	0	19
9:15-9:30	0	0	0	0	1	0	12	0	13	0	0	0	0	0	5	0	31
9:30-9:45	0	0	0	0	8	0	9	0	14	0	0	0	0	0	4	0	35
9:45-10:00	0	0	0	0	3	0	22	0	14	0	0	0	0	0	3	0	42

NOON PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:00-14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15-14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30-14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45-15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00-15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15-15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30-15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45-14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
14:30-14:45	0	0	0	0	4	0	9	0	17	0	0	0	0	0	6	0	36
14:45-15:00	0	0	0	0	3	0	12	0	2	0	0	0	0	0	2	0	19
15:00-15:15	0	0	0	0	3	0	8	0	7	0	0	0	0	0	7	0	25
15:15-15:30	0	0	0	0	2	0	11	0	16	0	0	0	0	0	1	0	30
15:30-15:45	0	0	0	0	2	0	11	0	17	0	0	0	0	0	4	0	34
15:45-16:00	0	0	0	0	5	0	13	0	20	0	0	0	0	0	10	0	48
16:00-16:15	0	0	0	0	3	0	15	0	25	0	0	0	0	0	9	0	52
16:15-16:30	0	0	0	0	2	0	18	0	21	0	0	0	0	0	1	0	42

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr E of the DV Dr Split Intersect VOL D1
DV Dr east of the DV Dr Split Intersect
Deer Valley, Idaho
Site Code: Day 1

Start Time	15-Feb-20 Sat	WB	EB							Total
12:00 AM		*	*							*
12:15		10	8							18
12:30		6	6							12
12:45		6	7							13
01:00		4	2							6
01:15		0	1							1
01:30		3	4							7
01:45		3	6							9
02:00		1	4							5
02:15		0	2							2
02:30		0	0							0
02:45		0	0							0
03:00		0	1							1
03:15		1	0							1
03:30		2	0							2
03:45		0	0							0
04:00		0	0							0
04:15		1	1							2
04:30		1	0							1
04:45		1	0							1
05:00		0	0							0
05:15		1	2							3
05:30		3	0							3
05:45		1	3							4
06:00		0	8							8
06:15		3	1							4
06:30		3	16							19
06:45		9	30							39
07:00		14	38							52
07:15		15	60							75
07:30		22	**94**							**116**
07:45		22	**127**							**149**
08:00		32	**106**							**138**
08:15		29	**64**							**93**
08:30		54	62							116
08:45		48	52							100
09:00		56	32							88
09:15		**51**	26							77
09:30		**65**	46							111
09:45		**68**	36							104
10:00		**66**	29							95
10:15		42	29							71
10:30		61	46							107
10:45		56	36							92
11:00		52	38							90
11:15		54	38							92
11:30		60	34							94
11:45		55	33							88
Total		981	1128							2109
Percent		46.5%	53.5%							
Peak	-	09:15	07:30	-	-	-	-	-	-	07:30
Vol.	-	250	391	-	-	-	-	-	-	496
P.H.F.		0.919	0.770							0.832

L2 Data Collection

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Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr E of the DV Dr Split Intersect VOL D1
DV Dr east of the DV Dr Split Intersect
Deer Valley, Idaho
Site Code: Day 1

Start Time	15-Feb-20 Sat	WB	EB							Total
12:00 PM		90	44							134
12:15		53	30							83
12:30		58	36							94
12:45		84	34							118
01:00		50	50							100
01:15		66	38							104
01:30		48	45							93
01:45		62	40							102
02:00		75	36							111
02:15		66	42							108
02:30		64	37							101
02:45		49	46							95
03:00		61	58							119
03:15		80	48							128
03:30		80	58							138
03:45		**92**	55							**147**
04:00		**100**	52							**152**
04:15		**78**	**64**							**142**
04:30		**109**	**70**							**179**
04:45		72	**62**							134
05:00		84	**59**							143
05:15		64	56							120
05:30		84	58							142
05:45		72	58							130
06:00		73	38							111
06:15		58	59							117
06:30		61	61							122
06:45		51	48							99
07:00		45	53							98
07:15		34	43							77
07:30		42	41							83
07:45		45	36							81
08:00		40	36							76
08:15		32	35							67
08:30		45	40							85
08:45		34	34							68
09:00		36	30							66
09:15		27	30							57
09:30		24	24							48
09:45		34	32							66
10:00		23	24							47
10:15		16	26							42
10:30		20	13							33
10:45		9	10							19
11:00		10	7							17
11:15		*	*							*
11:30		*	*							*
11:45		*	*							*
Total		2500	1896							4396
Percent		56.9%	43.1%							
Peak	-	15:45	16:15	-	-	-	-	-	-	15:45
Vol.	-	379	255	-	-	-	-	-	-	620
P.H.F.		0.869	0.911							0.866
Grand Total		3481	3024							6505
Percent		53.5%	46.5%							

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr N of Parking & S of Queen Esther VOL D1
DV Dr N 0f Parking & S of Queen Esther
Deer Valley, Utah
Site Code: Day 1

Start Time	15-Feb-20 Sat	SB	NB							Total
12:00 AM		*	*							*
12:15		*	*							*
12:30		3	2							5
12:45		1	2							3
01:00		0	1							1
01:15		0	1							1
01:30		3	2							5
01:45		1	0							1
02:00		1	0							1
02:15		2	0							2
02:30		0	0							0
02:45		0	0							0
03:00		0	0							0
03:15		0	0							0
03:30		0	2							2
03:45		0	0							0
04:00		0	0							0
04:15		1	3							4
04:30		0	0							0
04:45		0	0							0
05:00		2	0							2
05:15		1	1							2
05:30		0	1							1
05:45		1	0							1
06:00		6	0							6
06:15		1	1							2
06:30		9	2							11
06:45		23	4							27
07:00		31	5							36
07:15		61	8							69
07:30		**81**	13							94
07:45		**106**	10							**116**
08:00		**122**	26							**148**
08:15		**73**	25							**98**
08:30		72	48							**120**
08:45		47	44							91
09:00		40	**48**							88
09:15		38	**44**							82
09:30		36	**50**							86
09:45		27	**46**							73
10:00		21	45							66
10:15		20	33							53
10:30		28	38							66
10:45		21	29							50
11:00		22	34							56
11:15		19	23							42
11:30		21	34							55
11:45		19	24							43
Total		960	649							1609
Percent		59.7%	40.3%							
Peak	-	07:30	09:00	-	-	-	-	-	-	07:45
Vol.	-	382	188	-	-	-	-	-	-	482
P.H.F.		0.783	0.940							0.814

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr N of Parking & S of Queen Esther VOL D1
DV Dr N 0f Parking & S of Queen Esther
Deer Valley, Utah
Site Code: Day 1

Start Time	15-Feb-20 Sat	SB	NB							Total
12:00 PM		22	40							62
12:15		19	28							47
12:30		27	36							63
12:45		19	32							51
01:00		25	26							51
01:15		13	37							50
01:30		20	31							51
01:45		16	41							57
02:00		15	46							61
02:15		21	38							59
02:30		24	44							68
02:45		27	36							63
03:00		28	51							79
03:15		26	56							82
03:30		**47**	62							109
03:45		**44**	**72**							**116**
04:00		**29**	**80**							**109**
04:15		**36**	**82**							**118**
04:30		40	**86**							**126**
04:45		34	52							86
05:00		24	48							72
05:15		22	34							56
05:30		28	62							90
05:45		22	40							62
06:00		14	36							50
06:15		16	33							49
06:30		14	20							34
06:45		16	16							32
07:00		20	23							43
07:15		12	12							24
07:30		8	15							23
07:45		10	16							26
08:00		11	13							24
08:15		8	18							26
08:30		12	15							27
08:45		7	12							19
09:00		15	24							39
09:15		10	13							23
09:30		5	16							21
09:45		5	16							21
10:00		8	17							25
10:15		8	9							17
10:30		4	11							15
10:45		4	8							12
11:00		*	*							*
11:15		*	*							*
11:30		*	*							*
11:45		*	*							*
Total		835	1503							2338
Percent		35.7%	64.3%							
Peak	-	15:30	15:45	-	-	-	-	-	-	15:45
Vol.	-	156	320	-	-	-	-	-	-	469
P.H.F.		0.830	0.930							0.931
Grand Total		1795	2152							3947
Percent		45.5%	54.5%							

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr S of the DV Dr Split Intersect VOL D1
DV Dr south of the DV Dr Split Intersect
Deer Valley, Utah
Site Code: Day 1

Start Time	15-Feb-20 Sat	SB	NB							Total
12:00 AM		6	10							16
12:15		3	6							9
12:30		2	9							11
12:45		4	2							6
01:00		4	3							7
01:15		3	2							5
01:30		0	2							2
01:45		2	1							3
02:00		4	4							8
02:15		0	3							3
02:30		0	0							0
02:45		1	0							1
03:00		1	1							2
03:15		4	1							5
03:30		1	1							2
03:45		1	0							1
04:00		1	3							4
04:15		0	1							1
04:30		0	0							0
04:45		0	1							1
05:00		4	1							5
05:15		2	3							5
05:30		1	0							1
05:45		1	0							1
06:00		4	4							8
06:15		4	2							6
06:30		21	6							27
06:45		28	10							38
07:00		32	10							42
07:15		36	13							49
07:30		62	26							88
07:45		70	22							92
08:00		**114**	28							142
08:15		**127**	30							**157**
08:30		**129**	38							**167**
08:45		**134**	41							**175**
09:00		113	34							**147**
09:15		98	34							132
09:30		90	**48**							138
09:45		98	**44**							142
10:00		75	**42**							117
10:15		62	**46**							108
10:30		48	43							91
10:45		48	40							88
11:00		54	50							104
11:15		48	40							88
11:30		42	31							73
11:45		66	40							106
Total		1648	776							2424
Percent		68.0%	32.0%							
Peak	-	08:00	09:30	-	-	-	-	-	-	08:15
Vol.	-	504	180	-	-	-	-	-	-	646
P.H.F.		0.940	0.938							0.923

L2 Data Collection

L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 413-2993

Study: FEHR0119
Type: Volume / Direction
Tech: Judd / Mosdell / Anderson
Count: Axle Hits / 2

Date Start: 15-Feb-20
Date End: 15-Feb-20
Deer Valley Dr S of the DV Dr Split Intersect VOL D1
DV Dr south of the DV Dr Split Intersect
Deer Valley, Utah
Site Code: Day 1

Start Time	15-Feb-20 Sat	SB	NB							Total
12:00 PM		44	47							91
12:15		46	34							80
12:30		54	25							79
12:45		43	43							86
01:00		46	36							82
01:15		51	39							90
01:30		45	53							98
01:45		42	40							82
02:00		57	54							111
02:15		54	70							124
02:30		53	78							131
02:45		62	66							128
03:00		63	71							134
03:15		**77**	74							151
03:30		**82**	86							168
03:45		**64**	**112**							**176**
04:00		**77**	**146**							**223**
04:15		53	**170**							**223**
04:30		53	**122**							**175**
04:45		60	106							166
05:00		46	108							154
05:15		34	90							124
05:30		52	116							168
05:45		38	116							154
06:00		48	56							104
06:15		38	48							86
06:30		38	34							72
06:45		40	26							66
07:00		30	24							54
07:15		22	38							60
07:30		34	25							59
07:45		40	30							70
08:00		26	22							48
08:15		31	22							53
08:30		11	18							29
08:45		27	22							49
09:00		18	28							46
09:15		16	21							37
09:30		12	12							24
09:45		16	23							39
10:00		10	19							29
10:15		16	24							40
10:30		9	7							16
10:45		*	*							*
11:00		*	*							*
11:15		*	*							*
11:30		*	*							*
11:45		*	*							*
Total		1778	2401							4179
Percent		42.5%	57.5%							
Peak	-	15:15	15:45	-	-	-	-	-	-	15:45
Vol.	-	300	550	-	-	-	-	-	-	797
P.H.F.		0.915	0.809							0.893
Grand Total		3426	3177							6603
Percent		51.9%	48.1%							

MXD+ Vehicle Trip Generation Reduction Percent			
	Daily	AM Peak Hour	PM Peak Hour
Internal Capture	1.9%	3.7%	10.6%
Shift to Transit	3%	1.9%	2.9%
Shift to Walk/Bike	4.6%	5.6%	3.4%

Advanced MXD+ Results

Predicted Probabilities	Daily			AM			PM		
Productions	HBW	HBO	NHB	HBW	HBO	NHB	HBW	HBO	NHB
Internal Capture	4.35%	1.53%	1.45%	5.00%	2.88%	1.52%	21.06%	7.42%	7.04%
Walking External	2.59%	6.40%	0.30%	3.11%	8.32%	0.30%	2.59%	6.40%	0.30%
Transit External	0.25%	3.38%	4.43%	0.35%	3.72%	4.43%	0.35%	3.38%	4.43%
Attractions	HBW	HBO	NHB	HBW	HBO	NHB	HBW	HBO	NHB
Internal Capture	4.28%	1.51%	1.45%	5.00%	2.88%	1.52%	21.06%	7.42%	7.04%
Walking External	2.56%	6.38%	0.30%	3.07%	7.66%	0.30%	2.56%	6.38%	0.30%
Transit External	0.25%	3.35%	4.44%	0.34%	4.69%	6.21%	0.34%	3.35%	4.44%

Number of Trips	Daily			AM			PM		
Productions	HBW	HBO	NHB	HBW	HBO	NHB	HBW	HBO	NHB
Internal Capture	7	9	2	1	1	0	4	5	2
Walking External	5	35	0	1	2	0	0	2	0
Transit External	0	18	6	0	1	0	0	1	1
Attractions	HBW	HBO	NHB	HBW	HBO	NHB	HBW	HBO	NHB
Internal Capture	7	9	2	1	1	0	4	5	2
Walking External	2	43	1	0	3	0	0	5	0
Transit External	0	23	9	0	1	0	0	3	1

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	70	74	105.4%	0.3	0.2	A
	Right Turn	17	19	112.4%	0.3	0.6	A
	Subtotal	87	93	106.8%	0.3	0.2	A
SB	Left Turn	50	50	99.4%	4.1	0.3	A
	Through	116	116	99.6%	0.9	0.3	A
	Right Turn						
	Subtotal	166	165	99.5%	1.8	0.4	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	18	91.0%	5.8	1.2	A
	Through						
	Right Turn	55	56	101.6%	5.2	0.6	A
	Subtotal	75	74	98.8%	5.4	0.5	A
Total		328	332	101.3%	2.3	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	24	23	95.4%	6.8	2.3	A
	Through						
	Right Turn	57	60	104.6%	5.8	0.4	A
	Subtotal	81	83	101.9%	5.9	0.4	A
EB	Left Turn	49	49	100.0%	4.2	0.8	A
	Through	142	144	101.1%	1.3	0.4	A
	Right Turn						
	Subtotal	191	193	100.8%	2.0	0.5	A
WB	Left Turn						
	Through	106	108	101.7%	1.1	0.2	A
	Right Turn	19	21	110.0%	1.3	0.6	A
	Subtotal	125	129	103.0%	1.1	0.2	A
Total		397	404	101.7%	2.6	0.2	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	147	148	100.6%	1.1	0.6	A
	Right Turn	15	15	98.7%	1.0	1.7	A
	Subtotal	162	163	100.4%	1.1	0.5	A
SB	Left Turn	176	176	100.2%	5.3	0.9	A
	Through	627	645	102.9%	3.7	0.6	A
	Right Turn						
	Subtotal	803	822	102.3%	4.0	0.6	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	7	7	97.1%	15.3	8.3	C
	Through						
	Right Turn	156	161	103.2%	4.2	0.9	A
	Subtotal	163	168	102.9%	4.9	0.8	A
Total		1,128	1,152	102.1%	3.8	0.5	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	263	266	101.2%	13.0	2.4	B
	Right Turn	151	158	104.8%	3.7	0.8	A
	Subtotal	414	424	102.5%	9.5	1.7	A
SB	Left Turn	105	101	96.4%	12.9	1.8	B
	Through	631	635	100.7%	8.9	1.2	A
	Right Turn						
	Subtotal	736	737	100.1%	9.4	1.1	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	553	558	101.0%	15.8	1.5	B
	Through						
	Right Turn	198	196	98.7%	5.4	1.5	A
	Subtotal	751	754	100.4%	13.0	1.5	B
Total		1,901	1,915	100.7%	10.8	1.0	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	36	35	96.1%	32.0	10.4	C
	Through	191	196	102.4%	52.3	3.8	D
	Right Turn	67	74	110.0%	17.5	6.3	B
	Subtotal	294	304	103.3%	42.7	4.9	D
SB	Left Turn	477	429	90.0%	206.7	15.7	F
	Through	169	154	90.8%	173.8	18.6	F
	Right Turn	901	853	94.6%	62.6	9.2	E
	Subtotal	1,547	1,436	92.8%	117.7	10.8	F
EB	Left Turn	320	316	98.7%	40.5	6.2	D
	Through	172	175	101.7%	26.9	8.7	C
	Right Turn	16	17	104.4%	19.7	18.3	B
	Subtotal	508	508	99.9%	35.2	5.4	D
WB	Left Turn	50	49	98.2%	53.8	9.2	D
	Through	253	281	110.9%	42.0	6.4	D
	Right Turn	215	215	99.9%	8.4	1.3	A
	Subtotal	518	545	105.1%	29.9	4.1	C
Total		2,867	2,791	97.4%	77.1	4.5	E

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	64	64	99.8%	22.0	4.6	C
	Through	28	30	106.4%	23.3	7.8	C
	Right Turn	101	100	98.9%	3.2	0.9	A
	Subtotal	193	194	100.3%	12.7	2.6	B
SB	Left Turn	54	54	100.6%	16.7	4.9	B
	Through	71	71	99.4%	26.4	5.1	C
	Right Turn	29	30	101.7%	4.3	1.0	A
	Subtotal	154	154	100.3%	18.4	3.0	B
EB	Left Turn	22	20	92.7%	12.9	3.6	B
	Through	230	234	101.6%	16.4	2.4	B
	Right Turn	95	98	103.2%	8.2	2.5	A
	Subtotal	347	352	101.5%	13.9	2.2	B
WB	Left Turn	287	284	98.9%	13.8	1.7	B
	Through	324	323	99.7%	7.7	1.7	A
	Right Turn	47	47	100.2%	3.7	1.9	A
	Subtotal	658	654	99.4%	10.0	1.3	B
Total		1,352	1,354	100.1%	12.4	1.5	B

MOVEMENT SUMMARY

Site: 101 [Existing AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.157	13.4	LOS B	0.6	14.5	0.63	0.63	0.63	33.7
8	T1	127	3.0	0.157	7.8	LOS A	0.6	14.5	0.63	0.63	0.63	34.3
18b	R3	62	3.0	0.157	7.8	LOS A	0.6	14.5	0.63	0.63	0.63	32.5
Approach		189	3.5	0.157	7.9	LOS A	0.6	14.5	0.63	0.63	0.63	33.7
SouthEast: RoadName												
3bx	L3	32	3.0	0.142	4.3	LOS A	0.5	14.7	0.29	0.17	0.29	35.9
3ax	L1	19	100.0	0.142	7.1	LOS A	0.5	14.7	0.29	0.17	0.29	34.5
18ax	R1	269	3.0	0.142	4.3	LOS A	0.6	15.2	0.29	0.17	0.29	35.6
Approach		320	8.8	0.142	4.4	LOS A	0.6	15.2	0.29	0.17	0.29	35.5
North: Deer Valley Drive												
7u	U	23	3.0	0.748	14.3	LOS B	8.6	221.4	0.52	0.26	0.52	30.4
7a	L1	804	3.0	0.748	14.3	LOS B	8.6	221.4	0.52	0.26	0.52	29.5
4	T1	378	3.0	0.748	8.1	LOS A	8.6	221.4	0.32	0.15	0.32	33.5
14	R2	12	100.0	0.204	7.2	LOS A	0.9	23.5	0.20	0.09	0.20	34.5
Approach		1217	3.9	0.748	12.3	LOS B	8.6	221.4	0.45	0.23	0.45	30.7
West: Transit Center												
5	L2	2	100.0	0.159	18.6	LOS C	0.3	11.7	0.68	0.68	0.68	29.6
12a	R1	23	100.0	0.159	18.6	LOS C	0.3	11.7	0.68	0.68	0.68	29.2
12	R2	13	100.0	0.159	18.6	LOS C	0.3	11.7	0.68	0.68	0.68	28.6
Approach		38	100.0	0.159	18.6	LOS C	0.3	11.7	0.68	0.68	0.68	29.0
All Vehicles		1765	6.9	0.748	10.5	LOS B	8.6	221.4	0.45	0.27	0.45	31.7

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	293	298	101.6%	1.0	0.3	A
	Right Turn	30	33	111.3%	0.8	0.6	A
	Subtotal	323	331	102.5%	1.0	0.3	A
SB	Left Turn	85	81	95.4%	4.6	0.7	A
	Through	78	78	99.9%	1.2	0.4	A
	Right Turn						
	Subtotal	163	159	97.5%	2.9	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	29	29	100.7%	8.5	4.0	A
	Through						
	Right Turn	60	60	100.7%	6.0	0.9	A
	Subtotal	89	90	100.7%	6.6	1.4	A
Total		575	580	100.8%	2.4	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	17	19	112.4%	10.6	4.9	B
	Through						
	Right Turn	80	87	108.6%	7.1	2.1	A
	Subtotal	97	106	109.3%	7.7	2.2	A
EB	Left Turn	87	84	96.4%	5.3	0.9	A
	Through	146	138	94.7%	1.9	0.8	A
	Right Turn						
	Subtotal	233	222	95.3%	3.3	0.9	A
WB	Left Turn						
	Through	319	324	101.6%	1.2	0.2	A
	Right Turn	34	35	102.1%	1.0	0.5	A
	Subtotal	353	359	101.6%	1.2	0.2	A
Total		683	687	100.6%	3.0	0.6	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	536	536	100.0%	3.4	0.3	A
	Right Turn	44	45	102.3%	3.2	1.3	A
	Subtotal	580	581	100.2%	3.4	0.3	A
SB	Left Turn	189	178	94.2%	8.5	2.0	A
	Through	204	205	100.6%	2.0	0.5	A
	Right Turn						
	Subtotal	393	383	97.5%	5.0	1.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	25	113.6%	39.3	37.1	E
	Through						
	Right Turn	377	382	101.2%	31.9	17.5	D
	Subtotal	399	407	101.9%	32.3	18.3	D
Total		1,372	1,371	99.9%	12.2	5.4	B

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	754	744	98.6%	29.8	7.7	C
	Right Turn	651	660	101.4%	20.8	8.4	C
	Subtotal	1,405	1,404	99.9%	25.6	7.8	C
SB	Left Turn	251	205	81.6%	19.8	1.7	B
	Through	460	431	93.6%	7.8	1.0	A
	Right Turn						
	Subtotal	711	635	89.4%	11.5	1.5	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	419	415	99.0%	23.4	4.0	C
	Through						
	Right Turn	129	129	99.8%	13.3	8.1	B
	Subtotal	548	544	99.2%	20.8	5.1	C
Total		2,664	2,583	96.9%	21.2	5.2	C

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	34	96.3%	26.9	5.4	C
	Through	395	387	98.1%	48.2	4.5	D
	Right Turn	68	74	108.1%	26.7	8.6	C
	Subtotal	498	495	99.3%	44.0	4.2	D
SB	Left Turn	495	389	78.7%	208.5	18.4	F
	Through	363	286	78.8%	164.0	18.2	F
	Right Turn	364	294	80.9%	44.7	5.1	D
	Subtotal	1,222	970	79.4%	147.7	13.7	F
EB	Left Turn	633	526	83.1%	87.2	7.4	F
	Through	277	240	86.5%	70.2	16.8	E
	Right Turn	36	30	83.6%	65.0	22.4	E
	Subtotal	946	796	84.1%	81.4	10.3	F
WB	Left Turn	75	74	98.9%	73.7	14.1	E
	Through	239	285	119.4%	56.1	8.1	E
	Right Turn	640	624	97.6%	40.2	5.9	D
	Subtotal	954	984	103.1%	47.7	3.3	D
Total		3,620	3,244	89.6%	84.3	3.4	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	176	166	94.4%	34.5	8.0	C
	Through	89	93	104.5%	29.9	6.0	C
	Right Turn	479	455	95.0%	11.2	2.4	B
	Subtotal	744	714	96.0%	19.4	2.8	B
SB	Left Turn	90	88	98.2%	30.0	5.6	C
	Through	55	50	91.5%	34.5	7.9	C
	Right Turn	63	59	92.9%	5.5	1.2	A
	Subtotal	208	197	94.8%	23.9	3.5	C
EB	Left Turn	71	68	96.3%	15.8	3.5	B
	Through	584	589	100.9%	26.4	3.4	C
	Right Turn	149	148	99.3%	21.2	4.8	C
	Subtotal	804	805	100.2%	24.6	3.1	C
WB	Left Turn	218	216	99.1%	17.7	3.0	B
	Through	384	386	100.5%	11.3	2.2	B
	Right Turn	46	49	106.3%	6.8	4.2	A
	Subtotal	648	651	100.4%	13.1	1.7	B
Total		2,404	2,367	98.5%	19.7	1.9	B

MOVEMENT SUMMARY

Site: 101 [Existing PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.344	13.5	LOS B	1.5	38.8	0.64	0.65	0.68	32.9
8	T1	454	3.0	0.344	9.0	LOS A	1.5	38.8	0.64	0.65	0.68	33.8
18b	R3	62	3.0	0.344	9.0	LOS A	1.5	38.8	0.64	0.65	0.68	32.1
Approach		516	3.2	0.344	9.0	LOS A	1.5	38.8	0.64	0.65	0.68	33.6
SouthEast: RoadName												
3bx	L3	36	3.0	0.559	14.3	LOS B	3.7	97.6	0.74	0.91	1.23	31.7
3ax	L1	13	100.0	0.559	19.1	LOS C	3.7	97.6	0.74	0.91	1.23	30.4
18ax	R1	732	3.0	0.559	14.2	LOS B	3.8	98.4	0.75	0.91	1.23	31.0
Approach		782	4.6	0.559	14.3	LOS B	3.8	98.4	0.75	0.91	1.23	31.0
North: Deer Valley Drive												
7u	U	242	3.0	0.617	10.2	LOS B	5.3	134.5	0.36	0.17	0.36	31.9
7a	L1	368	3.0	0.617	10.2	LOS B	5.3	134.5	0.36	0.17	0.36	31.0
4	T1	398	3.0	0.617	7.1	LOS A	5.3	134.5	0.27	0.12	0.27	33.7
14	R2	6	100.0	0.169	6.8	LOS A	0.7	18.8	0.18	0.08	0.18	34.6
Approach		1014	3.6	0.617	9.0	LOS A	5.3	134.5	0.32	0.15	0.32	32.2
West: Transit Center												
5	L2	5	100.0	0.078	14.1	LOS B	0.1	5.8	0.61	0.61	0.61	31.0
12a	R1	12	100.0	0.078	14.1	LOS B	0.1	5.8	0.61	0.61	0.61	30.5
12	R2	5	100.0	0.078	14.1	LOS B	0.1	5.8	0.61	0.61	0.61	29.9
Approach		22	100.0	0.078	14.1	LOS B	0.1	5.8	0.61	0.61	0.61	30.5
All Vehicles		2334	4.8	0.617	10.8	LOS B	5.3	134.5	0.54	0.52	0.71	32.1

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	119	99.7%	7.2	2.3	A
	Through	67	69	103.6%	4.7	1.1	A
	Right Turn						
	Subtotal	186	188	101.1%	6.2	1.7	A
SB	Left Turn						
	Through	194	200	103.2%	5.3	1.6	A
	Right Turn	15	16	105.3%	1.9	1.0	A
	Subtotal	209	216	103.4%	5.1	1.4	A
EB	Left Turn	15	15	100.0%	10.7	4.6	B
	Through						
	Right Turn	100	99	99.0%	5.4	1.1	A
	Subtotal	115	114	99.1%	6.3	1.6	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		510	518	101.6%	5.7	1.2	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	20	101.5%	7.9	2.2	A
	Through						
	Right Turn						
	Subtotal	20	20	101.5%	7.9	2.2	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	702	711	101.3%	3.7	0.6	A
	Right Turn	20	21	104.0%	2.2	1.2	A
	Subtotal	722	732	101.4%	3.7	0.6	A
WB	Left Turn						
	Through	185	183	98.9%	0.3	0.1	A
	Right Turn						
	Subtotal	185	183	98.9%	0.3	0.1	A
Total		927	935	100.9%	3.2	0.5	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	112	114	102.1%	0.9	0.2	A
	Right Turn	17	21	125.3%	1.0	0.6	A
	Subtotal	129	136	105.1%	0.9	0.1	A
SB	Left Turn	50	49	97.0%	4.0	0.3	A
	Through	204	213	104.4%	1.2	0.3	A
	Right Turn						
	Subtotal	254	261	102.9%	1.7	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	22	108.0%	7.5	2.8	A
	Through						
	Right Turn	55	52	94.0%	5.3	0.3	A
	Subtotal	75	73	97.7%	5.9	0.8	A
Total		458	470	102.7%	2.1	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	24	24	97.9%	8.2	2.6	A
	Through						
	Right Turn	57	56	97.5%	5.7	0.7	A
	Subtotal	81	79	97.7%	6.5	1.1	A
EB	Left Turn	49	49	99.8%	4.4	0.6	A
	Through	230	236	102.8%	1.7	0.5	A
	Right Turn						
	Subtotal	279	285	102.3%	2.2	0.3	A
WB	Left Turn						
	Through	148	145	97.7%	1.0	0.3	A
	Right Turn	19	20	103.7%	0.8	0.4	A
	Subtotal	167	164	98.4%	0.9	0.2	A
Total		527	529	100.3%	2.5	0.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	190	190	100.0%	1.4	0.4	A
	Right Turn	15	14	96.0%	1.4	1.3	A
	Subtotal	205	204	99.7%	1.4	0.3	A
SB	Left Turn	264	271	102.7%	7.1	0.6	A
	Through	715	721	100.8%	4.3	0.3	A
	Right Turn						
	Subtotal	979	992	101.3%	5.0	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	7	7	97.1%	26.3	26.8	D
	Through						
	Right Turn	198	194	97.7%	5.6	1.2	A
	Subtotal	205	200	97.7%	6.4	1.4	A
Total		1,389	1,396	100.5%	4.7	0.4	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	305	299	98.1%	13.3	2.0	B
	Right Turn	168	161	96.0%	3.1	0.9	A
	Subtotal	473	461	97.4%	9.6	1.4	A
SB	Left Turn	105	90	85.6%	13.2	1.9	B
	Through	719	660	91.8%	9.8	1.2	A
	Right Turn						
	Subtotal	824	750	91.0%	10.2	1.2	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	588	589	100.2%	16.0	2.1	B
	Through						
	Right Turn	198	196	99.0%	5.7	1.1	A
	Subtotal	786	785	99.9%	13.3	1.7	B
Total		2,083	1,996	95.8%	11.3	1.0	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	36	38	104.4%	31.1	6.3	C
	Through	191	194	101.7%	49.3	4.9	D
	Right Turn	67	68	102.1%	15.3	5.9	B
	Subtotal	294	300	102.1%	39.3	5.1	D
SB	Left Turn	565	435	77.0%	215.8	13.6	F
	Through	169	139	82.0%	174.7	19.3	F
	Right Turn	901	715	79.3%	55.4	10.9	E
	Subtotal	1,635	1,289	78.8%	119.7	6.7	F
EB	Left Turn	320	314	98.2%	39.3	4.6	D
	Through	172	177	102.7%	31.2	6.4	C
	Right Turn	16	16	99.4%	21.7	12.3	C
	Subtotal	508	507	99.7%	36.0	4.9	D
WB	Left Turn	50	47	93.4%	59.7	16.5	E
	Through	253	281	111.1%	43.7	6.9	D
	Right Turn	257	248	96.6%	9.1	3.1	A
	Subtotal	560	576	102.9%	31.0	3.8	C
Total		2,997	2,672	89.1%	75.1	3.9	E

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	64	57	89.5%	21.3	4.2	C
	Through	28	27	97.9%	22.2	7.6	C
	Right Turn	118	109	92.5%	2.7	0.6	A
	Subtotal	210	194	92.3%	11.0	2.2	B
SB	Left Turn	54	52	96.5%	19.2	3.9	B
	Through	71	72	102.0%	24.5	5.0	C
	Right Turn	29	29	99.3%	4.0	0.9	A
	Subtotal	154	153	99.5%	18.6	2.2	B
EB	Left Turn	22	21	96.4%	10.8	3.3	B
	Through	230	226	98.3%	18.6	2.7	B
	Right Turn	95	97	102.4%	8.8	2.6	A
	Subtotal	347	345	99.3%	15.3	2.2	B
WB	Left Turn	322	319	98.9%	13.8	2.6	B
	Through	324	324	100.0%	8.7	1.4	A
	Right Turn	47	46	98.7%	4.6	2.1	A
	Subtotal	693	689	99.4%	10.8	1.5	B
Total		1,404	1,381	98.3%	12.8	1.1	B

MOVEMENT SUMMARY

Site: 101 [Existing Plus Project AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.204	16.4	LOS C	0.7	18.5	0.68	0.68	0.68	32.7
8	T1	127	3.0	0.204	9.8	LOS A	0.7	18.5	0.68	0.68	0.68	33.3
18b	R3	81	3.0	0.204	9.8	LOS A	0.7	18.5	0.68	0.68	0.68	31.6
Approach		209	3.5	0.204	9.9	LOS A	0.7	18.5	0.68	0.68	0.68	32.6
SouthEast: RoadName												
3bx	L3	41	3.0	0.181	4.7	LOS A	0.7	19.5	0.30	0.18	0.30	35.8
3ax	L1	23	100.0	0.181	7.5	LOS A	0.7	19.5	0.30	0.18	0.30	34.3
18ax	R1	346	3.0	0.181	4.6	LOS A	0.8	20.1	0.30	0.18	0.30	35.4
Approach		411	8.5	0.181	4.8	LOS A	0.8	20.1	0.30	0.18	0.30	35.3
North: Deer Valley Drive												
7u	U	23	3.0	0.858	21.2	LOS C	13.6	349.0	0.81	0.45	0.81	27.8
7a	L1	963	3.0	0.858	21.2	LOS C	13.6	349.0	0.81	0.45	0.81	27.1
4	T1	378	3.0	0.858	9.3	LOS A	13.6	349.0	0.39	0.21	0.39	33.1
14	R2	12	100.0	0.235	7.6	LOS A	1.1	27.7	0.24	0.12	0.24	34.3
Approach		1376	3.8	0.858	17.8	LOS C	13.6	349.0	0.69	0.38	0.69	28.5
West: Transit Center												
5	L2	2	100.0	0.231	23.6	LOS C	0.4	16.9	0.73	0.74	0.75	27.8
12a	R1	33	100.0	0.231	23.6	LOS C	0.4	16.9	0.73	0.74	0.75	27.4
12	R2	13	100.0	0.231	23.6	LOS C	0.4	16.9	0.73	0.74	0.75	26.9
Approach		48	100.0	0.231	23.6	LOS C	0.4	16.9	0.73	0.74	0.75	27.3
All Vehicles		2043	7.0	0.858	14.5	LOS B	13.6	349.0	0.61	0.38	0.61	30.0

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	147	97.9%	10.0	3.6	B
	Through	377	376	99.8%	7.5	2.7	A
	Right Turn						
	Subtotal	527	523	99.2%	8.2	2.9	A
SB	Left Turn						
	Through	97	92	94.6%	4.3	1.5	A
	Right Turn	15	20	130.0%	2.3	0.8	A
	Subtotal	112	111	99.4%	3.9	1.2	A
EB	Left Turn	15	15	101.3%	17.9	10.4	B
	Through						
	Right Turn	146	143	97.9%	6.6	3.0	A
	Subtotal	161	158	98.3%	7.7	3.9	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		800	792	99.1%	7.4	2.6	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	17	85.5%	15.5	8.6	C
	Through						
	Right Turn						
	Subtotal	20	17	85.5%	15.5	8.6	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	264	260	98.6%	1.7	0.6	A
	Right Turn	20	19	93.5%	0.6	0.6	A
	Subtotal	284	279	98.2%	1.7	0.5	A
WB	Left Turn						
	Through	664	673	101.3%	2.2	0.1	A
	Right Turn						
	Subtotal	664	673	101.3%	2.2	0.1	A
Total		968	969	100.1%	2.2	0.3	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	396	400	101.0%	1.4	0.2	A
	Right Turn	30	29	95.0%	1.6	0.7	A
	Subtotal	426	429	100.6%	1.4	0.2	A
SB	Left Turn	85	84	98.5%	4.9	0.5	A
	Through	135	137	101.6%	1.5	0.4	A
	Right Turn						
	Subtotal	220	221	100.4%	2.7	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	29	24	84.1%	10.8	2.7	B
	Through						
	Right Turn	60	61	101.5%	7.7	2.1	A
	Subtotal	89	85	95.8%	8.5	1.8	A
Total		735	735	99.9%	2.6	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	17	17	99.4%	13.4	12.8	B
	Through						
	Right Turn	80	74	92.8%	9.6	6.8	A
	Subtotal	97	91	93.9%	10.2	7.1	B
EB	Left Turn	87	89	102.8%	5.4	0.7	A
	Through	203	202	99.7%	2.2	0.6	A
	Right Turn						
	Subtotal	290	292	100.6%	3.1	0.6	A
WB	Left Turn						
	Through	422	424	100.4%	2.6	2.8	A
	Right Turn	34	35	101.5%	3.0	4.5	A
	Subtotal	456	458	100.4%	2.6	2.9	A
Total		843	841	99.7%	3.7	2.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	640	651	101.7%	3.0	0.2	A
	Right Turn	44	44	100.9%	2.5	0.8	A
	Subtotal	684	695	101.7%	3.0	0.2	A
SB	Left Turn	246	247	100.6%	9.5	1.7	A
	Through	262	257	98.2%	2.1	0.4	A
	Right Turn						
	Subtotal	508	505	99.3%	5.8	0.9	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	19	85.9%	128.3	30.8	F
	Through						
	Right Turn	480	436	90.9%	125.0	18.2	F
	Subtotal	502	455	90.7%	125.3	17.9	F
Total		1,694	1,655	97.7%	39.3	4.3	E

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	857	840	98.0%	44.8	24.2	D
	Right Turn	692	697	100.8%	38.1	29.4	D
	Subtotal	1,549	1,537	99.3%	41.7	26.5	D
SB	Left Turn	251	212	84.5%	18.3	3.1	B
	Through	518	473	91.3%	6.7	1.0	A
	Right Turn						
	Subtotal	769	685	89.1%	10.4	1.4	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	442	428	96.9%	20.9	2.7	C
	Through						
	Right Turn	129	132	101.9%	9.9	2.5	A
	Subtotal	571	560	98.0%	18.4	2.7	B
Total		2,889	2,782	96.3%	29.1	14.3	C

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	33	93.1%	39.3	9.0	D
	Through	395	397	100.6%	64.0	7.4	E
	Right Turn	68	65	94.9%	44.0	12.8	D
	Subtotal	498	494	99.3%	59.2	7.4	E
SB	Left Turn	553	492	88.9%	163.8	11.4	F
	Through	363	323	89.0%	129.2	4.7	F
	Right Turn	364	319	87.6%	41.9	4.3	D
	Subtotal	1,280	1,134	88.6%	120.6	8.2	F
EB	Left Turn	633	469	74.1%	105.2	6.6	F
	Through	277	199	71.9%	75.3	13.8	E
	Right Turn	36	25	69.7%	64.9	24.0	E
	Subtotal	946	693	73.3%	94.7	7.7	F
WB	Left Turn	75	75	99.3%	97.3	18.6	F
	Through	239	295	123.6%	66.7	18.8	E
	Right Turn	743	719	96.8%	35.3	4.7	D
	Subtotal	1,057	1,089	103.0%	48.2	6.5	D
Total		3,781	3,410	90.2%	82.8	3.4	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	176	173	98.2%	36.7	3.8	D
	Through	89	94	105.7%	27.4	6.6	C
	Right Turn	520	499	95.9%	12.1	2.8	B
	Subtotal	785	765	97.5%	19.7	3.1	B
SB	Left Turn	90	88	97.4%	32.6	7.3	C
	Through	55	51	93.5%	39.1	10.0	D
	Right Turn	63	65	102.5%	5.4	0.9	A
	Subtotal	208	204	97.9%	25.3	4.8	C
EB	Left Turn	71	74	104.5%	14.2	3.2	B
	Through	584	583	99.8%	26.2	3.6	C
	Right Turn	149	144	96.9%	21.8	3.1	C
	Subtotal	804	801	99.7%	24.3	3.4	C
WB	Left Turn	241	239	99.0%	19.0	1.5	B
	Through	384	387	100.8%	10.7	1.6	B
	Right Turn	46	46	100.9%	8.3	2.9	A
	Subtotal	671	672	100.2%	13.6	1.3	B
Total		2,468	2,443	99.0%	20.1	2.0	C

MOVEMENT SUMMARY

Site: 101 [Existing Plus Project PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.390	15.6	LOS C	1.9	48.1	0.68	0.74	0.86	32.2
8	T1	454	3.0	0.390	10.6	LOS B	1.9	48.1	0.68	0.74	0.86	33.0
18b	R3	74	3.0	0.390	10.6	LOS B	1.9	48.1	0.68	0.74	0.86	31.4
Approach		528	3.2	0.390	10.6	LOS B	1.9	48.1	0.68	0.74	0.86	32.8
SouthEast: RoadName												
3bx	L3	58	3.0	0.713	20.7	LOS C	6.6	175.2	0.82	1.13	1.74	29.1
3ax	L1	23	100.0	0.713	25.4	LOS D	6.6	175.2	0.82	1.13	1.74	27.9
18ax	R1	910	3.0	0.713	20.4	LOS C	6.9	176.8	0.83	1.13	1.73	28.5
Approach		991	5.3	0.713	20.5	LOS C	6.9	176.8	0.83	1.13	1.73	28.6
North: Deer Valley Drive												
7u	U	242	3.0	0.702	12.9	LOS B	6.8	174.2	0.54	0.32	0.54	30.8
7a	L1	466	3.0	0.702	12.9	LOS B	6.8	174.2	0.54	0.32	0.54	29.9
4	T1	398	3.0	0.702	8.1	LOS A	6.8	174.2	0.37	0.21	0.37	33.3
14	R2	6	100.0	0.192	7.3	LOS A	0.8	21.7	0.25	0.13	0.25	34.4
Approach		1112	3.5	0.702	11.1	LOS B	6.8	174.2	0.48	0.28	0.48	31.2
West: Transit Center												
5	L2	5	100.0	0.110	16.3	LOS C	0.2	8.1	0.65	0.65	0.65	30.2
12a	R1	18	100.0	0.110	16.3	LOS C	0.2	8.1	0.65	0.65	0.65	29.8
12	R2	5	100.0	0.110	16.3	LOS C	0.2	8.1	0.65	0.65	0.65	29.2
Approach		28	100.0	0.110	16.3	LOS C	0.2	8.1	0.65	0.65	0.65	29.8
All Vehicles		2660	5.1	0.713	14.6	LOS B	6.9	176.8	0.65	0.69	1.02	30.4

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	108	91.0%	5.5	2.3	A
	Through	67	93	138.2%	3.9	2.4	A
	Right Turn						
	Subtotal	186	201	108.0%	4.6	1.6	A
SB	Left Turn						
	Through	194	211	108.6%	2.9	1.3	A
	Right Turn	15	15	101.3%	1.4	2.4	A
	Subtotal	209	226	108.0%	2.8	1.3	A
EB	Left Turn	15	14	94.0%	7.2	0.9	A
	Through						
	Right Turn	100	90	89.6%	5.5	2.1	A
	Subtotal	115	104	90.2%	6.3	0.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		510	530	104.0%	4.2	1.1	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	20	100.5%	11.5	2.6	B
	Through						
	Right Turn						
	Subtotal	20	20	100.5%	11.5	2.6	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	702	709	101.0%	1.2	0.2	A
	Right Turn	20	21	107.0%	1.3	0.4	A
	Subtotal	722	731	101.2%	1.2	0.2	A
WB	Left Turn						
	Through	185	172	92.9%	0.7	0.1	A
	Right Turn						
	Subtotal	185	172	92.9%	0.7	0.1	A
Total		927	923	99.5%	1.3	0.2	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	112	135	120.9%	0.1	0.1	A
	Right Turn	17	17	101.2%	0.1	0.1	A
	Subtotal	129	153	118.3%	0.1	0.1	A
SB	Left Turn	50	49	98.2%	3.5	0.4	A
	Through	204	226	110.9%	0.4	0.1	A
	Right Turn						
	Subtotal	254	275	108.4%	1.0	0.1	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	19	97.0%	5.4	0.9	A
	Through						
	Right Turn	55	53	96.5%	5.1	0.4	A
	Subtotal	75	73	96.7%	5.2	0.5	A
Total		458	500	109.3%	1.4	0.1	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	24	23	97.1%	5.9	1.1	A
	Through						
	Right Turn	57	59	104.0%	5.7	0.8	A
	Subtotal	81	83	102.0%	5.8	0.5	A
EB	Left Turn	49	52	106.1%	4.6	0.7	A
	Through	230	249	108.3%	1.8	0.4	A
	Right Turn						
	Subtotal	279	301	108.0%	2.2	0.4	A
WB	Left Turn						
	Through	148	168	113.4%	0.2	0.1	A
	Right Turn	19	20	105.3%	0.0	0.1	A
	Subtotal	167	188	112.5%	0.1	0.1	A
Total		527	572	108.5%	2.1	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	190	178	93.6%	13.6	4.2	B
	Right Turn	15	16	103.3%	7.6	4.4	A
	Subtotal	205	193	94.3%	12.8	3.4	B
SB	Left Turn	264	284	107.7%	10.6	1.5	B
	Through	715	719	100.6%	8.1	0.9	A
	Right Turn						
	Subtotal	979	1,004	102.5%	8.8	0.8	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	7	7	94.3%	12.5	13.1	B
	Through						
	Right Turn	198	218	109.9%	4.3	1.0	A
	Subtotal	205	224	109.4%	4.7	0.9	A
Total		1,389	1,421	102.3%	8.6	0.8	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	305	308	101.1%	14.6	1.7	B
	Right Turn	168	167	99.3%	3.3	0.6	A
	Subtotal	473	475	100.4%	10.7	1.3	B
SB	Left Turn	105	92	87.5%	13.3	2.4	B
	Through	719	639	88.9%	9.9	1.2	A
	Right Turn						
	Subtotal	824	731	88.7%	10.3	1.1	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	588	606	103.0%	16.6	2.1	B
	Through						
	Right Turn	198	208	105.1%	5.8	1.2	A
	Subtotal	786	814	103.5%	13.9	1.9	B
Total		2,083	2,020	97.0%	11.8	1.0	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	36	45	125.6%	32.0	6.1	C
	Through	191	194	101.8%	49.3	5.7	D
	Right Turn	67	70	104.2%	17.7	8.0	B
	Subtotal	294	309	105.2%	39.3	3.9	D
SB	Left Turn	565	422	74.7%	203.8	44.0	F
	Through	169	129	76.4%	167.4	39.9	F
	Right Turn	901	732	81.3%	57.5	23.3	E
	Subtotal	1,635	1,284	78.5%	119.1	7.6	F
EB	Left Turn	320	338	105.8%	40.5	11.7	D
	Through	172	190	110.3%	27.5	7.5	C
	Right Turn	16	19	116.3%	21.1	8.6	C
	Subtotal	508	547	107.6%	35.2	9.0	D
WB	Left Turn	50	47	94.6%	64.6	12.7	E
	Through	253	303	119.7%	49.8	16.5	D
	Right Turn	257	261	101.4%	10.3	2.3	B
	Subtotal	560	611	109.1%	34.2	12.1	C
Total		2,997	2,751	91.8%	76.3	2.1	E

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	64	57	88.4%	21.8	5.7	C
	Through	28	28	100.0%	24.9	6.2	C
	Right Turn	118	112	94.9%	3.5	0.9	A
	Subtotal	210	197	93.6%	12.0	2.4	B
SB	Left Turn	54	57	106.3%	21.2	5.8	C
	Through	71	75	105.5%	24.3	4.0	C
	Right Turn	29	31	107.9%	4.4	1.2	A
	Subtotal	154	164	106.2%	19.5	2.1	B
EB	Left Turn	22	22	100.9%	13.4	6.2	B
	Through	230	245	106.7%	18.2	3.2	B
	Right Turn	95	98	103.5%	10.8	3.7	B
	Subtotal	347	366	105.4%	16.1	3.3	B
WB	Left Turn	322	335	104.0%	14.4	2.3	B
	Through	324	340	105.0%	7.9	1.7	A
	Right Turn	47	49	104.7%	4.7	1.5	A
	Subtotal	693	724	104.5%	10.6	1.4	B
Total		1,404	1,450	103.3%	13.2	1.6	B

Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	148	98.7%	7.6	1.7	A
	Through	377	382	101.4%	7.7	1.1	A
	Right Turn						
	Subtotal	527	530	100.6%	7.7	1.2	A
SB	Left Turn						
	Through	97	93	95.4%	4.6	1.8	A
	Right Turn	15	16	107.3%	1.6	1.9	A
	Subtotal	112	109	97.0%	4.3	1.7	A
EB	Left Turn	15	15	97.3%	12.5	6.4	B
	Through						
	Right Turn	146	154	105.2%	5.2	1.5	A
	Subtotal	161	168	104.5%	5.9	2.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		800	807	100.9%	6.9	1.1	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	20	98.5%	19.0	10.0	C
	Through						
	Right Turn						
	Subtotal	20	20	98.5%	19.0	10.0	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	264	271	102.6%	0.3	0.1	A
	Right Turn	20	25	123.5%	0.4	0.3	A
	Subtotal	284	296	104.1%	0.3	0.1	A
WB	Left Turn						
	Through	664	656	98.8%	2.1	0.1	A
	Right Turn						
	Subtotal	664	656	98.8%	2.1	0.1	A
Total		968	971	100.3%	2.0	0.3	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	396	405	102.3%	0.4	0.1	A
	Right Turn	30	31	101.7%	0.4	0.1	A
	Subtotal	426	436	102.3%	0.4	0.1	A
SB	Left Turn	85	83	97.2%	5.0	1.4	A
	Through	135	139	103.1%	0.2	0.1	A
	Right Turn						
	Subtotal	220	222	100.8%	2.1	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	29	25	86.6%	11.0	4.3	B
	Through						
	Right Turn	60	61	100.8%	7.1	0.9	A
	Subtotal	89	86	96.2%	8.1	1.2	A
Total		735	743	101.1%	1.9	0.2	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	17	18	105.3%	8.5	2.0	A
	Through						
	Right Turn	80	81	100.9%	8.2	1.3	A
	Subtotal	97	99	101.6%	8.4	1.1	A
EB	Left Turn	87	88	101.6%	6.1	1.1	A
	Through	203	203	99.8%	1.6	0.4	A
	Right Turn						
	Subtotal	290	291	100.3%	3.0	0.3	A
WB	Left Turn						
	Through	422	430	101.8%	0.6	0.1	A
	Right Turn	34	35	103.5%	0.4	0.2	A
	Subtotal	456	465	101.9%	0.5	0.1	A
Total		843	854	101.3%	2.3	0.2	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	640	634	99.1%	21.8	4.0	C
	Right Turn	44	44	99.1%	19.2	4.0	B
	Subtotal	684	678	99.1%	21.6	4.0	C
SB	Left Turn	246	247	100.4%	20.6	4.1	C
	Through	262	272	104.0%	3.8	1.1	A
	Right Turn						
	Subtotal	508	519	102.2%	12.1	2.7	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	22	98.2%	42.2	10.1	D
	Through						
	Right Turn	480	481	100.1%	27.2	8.3	C
	Subtotal	502	502	100.1%	27.7	8.1	C
Total		1,694	1,700	100.3%	20.5	3.6	C

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	857	850	99.2%	59.5	28.4	E
	Right Turn	692	683	98.6%	56.0	40.0	E
	Subtotal	1,549	1,533	99.0%	58.0	33.5	E
SB	Left Turn	251	215	85.5%	19.5	2.5	B
	Through	518	475	91.6%	7.1	0.9	A
	Right Turn						
	Subtotal	769	689	89.6%	11.1	1.3	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	442	440	99.6%	19.6	2.1	B
	Through						
	Right Turn	129	136	105.0%	8.3	1.3	A
	Subtotal	571	576	100.8%	16.8	1.8	B
Total		2,889	2,798	96.8%	38.4	18.8	D

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	35	100.3%	34.3	9.1	C
	Through	395	403	102.0%	63.1	10.1	E
	Right Turn	68	64	94.7%	44.2	14.6	D
	Subtotal	498	503	100.9%	58.9	10.4	E
SB	Left Turn	553	488	88.2%	169.2	8.9	F
	Through	363	322	88.6%	132.8	8.7	F
	Right Turn	364	335	92.0%	42.6	5.1	D
	Subtotal	1,280	1,144	89.4%	123.1	6.8	F
EB	Left Turn	633	470	74.3%	104.1	4.8	F
	Through	277	204	73.5%	74.9	7.4	E
	Right Turn	36	27	74.2%	64.1	14.8	E
	Subtotal	946	701	74.1%	93.6	3.3	F
WB	Left Turn	75	78	103.9%	104.7	38.2	F
	Through	239	286	119.5%	51.8	12.5	D
	Right Turn	743	724	97.4%	38.5	3.8	D
	Subtotal	1,057	1,087	102.8%	47.2	5.4	D
Total		3,781	3,434	90.8%	83.7	2.1	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	176	172	97.7%	37.0	10.5	D
	Through	89	88	98.8%	39.8	9.2	D
	Right Turn	520	502	96.6%	11.0	3.0	B
	Subtotal	785	762	97.1%	20.3	4.2	C
SB	Left Turn	90	86	95.0%	29.7	5.5	C
	Through	55	53	96.4%	42.1	11.1	D
	Right Turn	63	64	101.6%	5.0	1.1	A
	Subtotal	208	203	97.4%	25.6	6.3	C
EB	Left Turn	71	67	94.8%	14.6	3.4	B
	Through	584	593	101.5%	26.2	2.1	C
	Right Turn	149	153	102.8%	19.9	3.4	B
	Subtotal	804	813	101.1%	24.2	1.7	C
WB	Left Turn	241	240	99.7%	18.8	3.0	B
	Through	384	395	102.9%	10.8	1.8	B
	Right Turn	46	47	101.5%	6.4	3.1	A
	Subtotal	671	682	101.7%	13.4	1.6	B
Total		2,468	2,460	99.7%	20.2	2.4	C

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	75	75	99.6%	0.2	0.2	A
	Right Turn	20	18	90.0%	0.5	1.0	A
	Subtotal	95	93	97.6%	0.2	0.3	A
SB	Left Turn	50	50	99.8%	4.0	0.4	A
	Through	120	126	105.3%	1.0	0.2	A
	Right Turn						
	Subtotal	170	176	103.7%	1.9	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	22	111.0%	5.9	1.1	A
	Through						
	Right Turn	55	55	100.2%	5.1	0.3	A
	Subtotal	75	77	103.1%	5.3	0.5	A
Total		340	346	101.9%	2.2	0.2	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	24	94.8%	6.2	1.6	A
	Through						
	Right Turn	60	62	104.0%	5.8	0.8	A
	Subtotal	85	86	101.3%	5.9	0.9	A
EB	Left Turn	50	51	101.0%	4.3	0.6	A
	Through	145	153	105.4%	1.5	0.5	A
	Right Turn						
	Subtotal	195	203	104.3%	2.3	0.5	A
WB	Left Turn						
	Through	110	109	99.2%	1.0	0.3	A
	Right Turn	20	21	104.0%	0.8	0.6	A
	Subtotal	130	130	99.9%	1.0	0.2	A
Total		410	419	102.3%	2.6	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	150	151	100.9%	1.2	0.3	A
	Right Turn	15	15	101.3%	0.7	0.8	A
	Subtotal	165	167	100.9%	1.2	0.3	A
SB	Left Turn	180	186	103.6%	5.7	0.5	A
	Through	635	636	100.2%	3.6	0.4	A
	Right Turn						
	Subtotal	815	823	100.9%	4.1	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	9	90.0%	14.2	10.1	B
	Through						
	Right Turn	160	162	101.2%	4.5	0.6	A
	Subtotal	170	171	100.5%	5.0	1.0	A
Total		1,150	1,160	100.9%	3.8	0.2	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	265	263	99.3%	12.8	2.3	B
	Right Turn	165	170	102.7%	2.7	0.9	A
	Subtotal	430	433	100.6%	9.1	1.6	A
SB	Left Turn	115	102	89.0%	11.7	2.9	B
	Through	635	620	97.6%	9.7	1.8	A
	Right Turn						
	Subtotal	750	722	96.3%	10.0	1.9	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	585	591	101.0%	15.6	0.8	B
	Through						
	Right Turn	215	222	103.4%	5.4	1.3	A
	Subtotal	800	813	101.6%	12.8	0.9	B
Total		1,980	1,968	99.4%	11.0	1.1	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	55	51	93.5%	34.8	3.8	C
	Through	195	198	101.3%	51.8	5.3	D
	Right Turn	75	73	96.9%	19.4	5.8	B
	Subtotal	325	322	99.0%	41.9	4.6	D
SB	Left Turn	475	404	85.1%	212.0	13.3	F
	Through	170	146	85.7%	173.4	18.6	F
	Right Turn	1,065	917	86.1%	72.5	16.1	E
	Subtotal	1,710	1,467	85.8%	121.5	7.1	F
EB	Left Turn	385	392	101.7%	44.4	7.5	D
	Through	240	238	99.0%	28.5	5.7	C
	Right Turn	25	28	111.6%	28.3	14.5	C
	Subtotal	650	657	101.1%	38.2	7.0	D
WB	Left Turn	50	48	96.2%	75.9	14.9	E
	Through	325	355	109.3%	68.7	15.7	E
	Right Turn	215	218	101.2%	10.0	1.9	B
	Subtotal	590	621	105.2%	49.4	9.8	D
Total		3,275	3,067	93.6%	81.9	6.0	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	65	58	89.4%	22.8	5.7	C
	Through	30	30	99.0%	23.4	6.9	C
	Right Turn	110	106	96.5%	3.1	0.7	A
	Subtotal	205	194	94.6%	12.2	2.4	B
SB	Left Turn	60	56	93.2%	18.4	7.3	B
	Through	75	75	99.9%	25.4	4.2	C
	Right Turn	30	31	103.0%	4.8	1.0	A
	Subtotal	165	162	98.0%	18.9	3.0	B
EB	Left Turn	25	24	95.6%	14.8	1.9	B
	Through	250	247	98.9%	18.6	2.4	B
	Right Turn	100	99	98.6%	8.5	2.4	A
	Subtotal	375	370	98.6%	15.8	2.2	B
WB	Left Turn	305	309	101.3%	14.0	2.3	B
	Through	350	344	98.4%	8.6	1.3	A
	Right Turn	50	49	98.8%	4.8	2.0	A
	Subtotal	705	703	99.7%	10.7	1.3	B
Total		1,450	1,428	98.5%	13.1	1.2	B

MOVEMENT SUMMARY

Site: 101 [2024 BG AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	5	100.0	0.174	14.0	LOS B	0.6	15.9	0.63	0.63	0.63	33.7
8	T1	133	3.0	0.174	8.2	LOS A	0.6	16.1	0.63	0.63	0.63	33.9
18b	R3	64	3.0	0.174	8.2	LOS A	0.6	16.1	0.64	0.64	0.64	32.4
Approach		202	5.6	0.174	8.4	LOS A	0.6	16.1	0.63	0.63	0.63	33.4
SouthEast: RoadName												
3bx	L3	32	3.0	0.150	4.5	LOS A	0.5	15.5	0.32	0.19	0.32	35.8
3ax	L1	21	100.0	0.150	7.4	LOS A	0.5	15.5	0.32	0.19	0.32	34.4
18ax	R1	277	3.0	0.150	4.4	LOS A	0.6	16.1	0.32	0.20	0.32	35.5
Approach		330	9.3	0.150	4.6	LOS A	0.6	16.1	0.32	0.20	0.32	35.4
North: Deer Valley Drive												
7u	U	27	3.0	0.769	15.4	LOS C	9.2	236.0	0.59	0.32	0.59	30.0
7a	L1	809	3.0	0.769	15.4	LOS C	9.2	236.0	0.59	0.32	0.59	29.1
4	T1	383	3.0	0.769	8.7	LOS A	9.2	236.0	0.36	0.19	0.36	33.1
14	R2	16	100.0	0.210	7.3	LOS A	0.9	24.1	0.22	0.11	0.22	34.4
Approach		1234	4.3	0.769	13.2	LOS B	9.2	236.0	0.51	0.27	0.51	30.3
West: Transit Center												
5	L2	5	100.0	0.201	19.9	LOS C	0.3	14.9	0.69	0.69	0.69	28.9
12a	R1	27	100.0	0.201	19.9	LOS C	0.3	14.9	0.69	0.69	0.69	28.6
12	R2	16	100.0	0.201	19.9	LOS C	0.3	14.9	0.69	0.69	0.69	28.0
Approach		48	100.0	0.201	19.9	LOS C	0.3	14.9	0.69	0.69	0.69	28.4
All Vehicles		1814	7.8	0.769	11.3	LOS B	9.2	236.0	0.50	0.31	0.50	31.4

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	305	317	103.8%	1.0	0.2	A
	Right Turn	30	32	108.0%	0.9	0.7	A
	Subtotal	335	349	104.1%	1.0	0.2	A
SB	Left Turn	85	86	100.8%	5.1	0.7	A
	Through	85	84	99.3%	1.8	0.9	A
	Right Turn						
	Subtotal	170	170	100.1%	3.3	0.7	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	25	83.7%	8.2	2.8	A
	Through						
	Right Turn	60	61	102.3%	5.8	0.5	A
	Subtotal	90	87	96.1%	6.5	0.9	A
Total		595	606	101.8%	2.4	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	19	93.0%	11.2	4.5	B
	Through						
	Right Turn	80	80	99.9%	6.5	0.7	A
	Subtotal	100	99	98.5%	7.3	1.1	A
EB	Left Turn	90	89	99.1%	5.8	1.1	A
	Through	150	149	99.3%	1.8	0.6	A
	Right Turn						
	Subtotal	240	238	99.3%	3.3	0.8	A
WB	Left Turn						
	Through	330	339	102.6%	1.1	0.1	A
	Right Turn	35	38	108.6%	1.4	0.5	A
	Subtotal	365	377	103.2%	1.1	0.1	A
Total		705	713	101.2%	2.7	0.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	545	547	100.3%	3.6	0.4	A
	Right Turn	45	45	100.9%	1.8	0.7	A
	Subtotal	590	592	100.3%	3.5	0.3	A
SB	Left Turn	195	191	98.1%	8.7	2.1	A
	Through	210	209	99.6%	1.7	0.4	A
	Right Turn						
	Subtotal	405	401	98.9%	5.1	1.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	27	108.0%	41.3	27.9	E
	Through						
	Right Turn	385	390	101.3%	36.6	16.7	E
	Subtotal	410	417	101.7%	36.7	16.9	E
Total		1,405	1,410	100.3%	13.6	5.5	B

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	755	743	98.4%	27.5	2.6	C
	Right Turn	690	696	100.9%	17.7	1.5	B
	Subtotal	1,445	1,440	99.6%	22.9	1.9	C
SB	Left Turn	275	204	74.3%	20.6	3.6	C
	Through	460	376	81.8%	7.6	1.8	A
	Right Turn						
	Subtotal	735	581	79.0%	12.2	1.6	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	445	444	99.7%	25.4	4.0	C
	Through						
	Right Turn	145	148	101.7%	10.0	2.0	A
	Subtotal	590	591	100.2%	21.6	3.2	C
Total		2,770	2,611	94.3%	20.1	1.3	C

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	35	34	97.1%	33.2	6.1	C
	Through	395	399	101.0%	50.8	4.0	D
	Right Turn	70	77	110.6%	29.5	7.9	C
	Subtotal	500	510	102.0%	46.6	3.9	D
SB	Left Turn	495	370	74.7%	223.0	17.6	F
	Through	365	274	75.2%	174.9	13.5	F
	Right Turn	445	334	75.0%	47.8	7.2	D
	Subtotal	1,305	978	75.0%	151.2	13.7	F
EB	Left Turn	765	500	65.3%	84.9	4.7	F
	Through	355	231	65.1%	62.3	12.7	E
	Right Turn	50	37	73.6%	54.3	17.3	D
	Subtotal	1,170	768	65.6%	77.0	6.3	E
WB	Left Turn	80	76	94.8%	81.2	17.1	F
	Through	310	357	115.0%	63.5	15.9	E
	Right Turn	640	630	98.4%	37.7	7.7	D
	Subtotal	1,030	1,062	103.1%	49.3	9.0	D
Total		4,005	3,318	82.8%	84.7	2.6	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	180	175	97.0%	32.9	5.9	C
	Through	90	93	103.3%	31.5	5.6	C
	Right Turn	505	468	92.6%	12.2	2.4	B
	Subtotal	775	735	94.9%	19.7	2.1	B
SB	Left Turn	100	99	99.4%	34.1	6.9	C
	Through	55	58	105.6%	39.6	4.9	D
	Right Turn	65	66	101.5%	6.1	1.7	A
	Subtotal	220	224	101.6%	28.0	3.2	C
EB	Left Turn	75	76	101.2%	16.2	3.3	B
	Through	635	642	101.0%	25.9	2.6	C
	Right Turn	150	147	97.9%	20.9	3.6	C
	Subtotal	860	864	100.5%	24.3	2.2	C
WB	Left Turn	230	223	97.0%	19.6	3.8	B
	Through	420	430	102.4%	11.5	2.2	B
	Right Turn	50	51	102.8%	8.4	3.4	A
	Subtotal	700	705	100.7%	13.8	1.9	B
Total		2,555	2,528	98.9%	20.4	1.5	C

MOVEMENT SUMMARY

Site: 101 [2024 BG PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.356	13.9	LOS B	1.6	41.4	0.65	0.67	0.73	32.8
8	T1	460	3.0	0.356	9.3	LOS A	1.6	41.5	0.65	0.67	0.73	33.6
18b	R3	66	3.0	0.356	9.3	LOS A	1.6	41.5	0.65	0.67	0.73	32.0
Approach		526	3.2	0.356	9.3	LOS A	1.6	41.5	0.65	0.67	0.73	33.4
SouthEast: RoadName												
3bx	L3	40	3.0	0.582	15.1	LOS C	4.0	106.0	0.75	0.94	1.29	31.4
3ax	L1	15	100.0	0.582	19.9	LOS C	4.0	106.0	0.75	0.94	1.29	30.0
18ax	R1	753	3.0	0.582	15.0	LOS B	4.2	107.0	0.76	0.94	1.29	30.7
Approach		808	4.8	0.582	15.1	LOS C	4.2	107.0	0.76	0.94	1.29	30.7
North: Deer Valley Drive												
7u	U	242	3.0	0.636	10.7	LOS B	5.6	143.3	0.40	0.20	0.40	31.7
7a	L1	379	3.0	0.636	10.7	LOS B	5.6	143.3	0.40	0.20	0.40	30.8
4	T1	404	3.0	0.636	7.5	LOS A	5.6	143.3	0.30	0.14	0.30	33.4
14	R2	10	100.0	0.174	6.9	LOS A	0.7	19.3	0.20	0.09	0.20	34.6
Approach		1035	3.9	0.636	9.4	LOS A	5.6	143.3	0.35	0.17	0.35	32.0
West: Transit Center												
5	L2	5	100.0	0.090	14.6	LOS B	0.1	6.7	0.62	0.62	0.62	30.9
12a	R1	15	100.0	0.090	14.6	LOS B	0.1	6.7	0.62	0.62	0.62	30.4
12	R2	5	100.0	0.090	14.6	LOS B	0.1	6.7	0.62	0.62	0.62	29.8
Approach		25	100.0	0.090	14.6	LOS B	0.1	6.7	0.62	0.62	0.62	30.4
All Vehicles		2395	5.1	0.636	11.4	LOS B	5.6	143.3	0.56	0.55	0.75	31.8

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	114	96.0%	9.0	2.4	A
	Through	75	76	100.9%	6.8	2.8	A
	Right Turn						
	Subtotal	194	190	97.9%	8.1	1.7	A
SB	Left Turn						
	Through	198	193	97.4%	5.7	2.0	A
	Right Turn	15	15	102.0%	2.9	2.1	A
	Subtotal	213	208	97.7%	5.5	1.8	A
EB	Left Turn	15	15	98.7%	12.9	6.8	B
	Through						
	Right Turn	100	100	100.2%	5.5	0.4	A
	Subtotal	115	115	100.0%	6.6	1.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		522	513	98.3%	6.7	1.1	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	21	106.5%	14.8	10.0	B
	Through						
	Right Turn						
	Subtotal	20	21	106.5%	14.8	10.0	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	713	709	99.4%	3.7	0.3	A
	Right Turn	20	20	100.5%	2.6	1.4	A
	Subtotal	733	729	99.4%	3.6	0.4	A
WB	Left Turn						
	Through	188	186	99.0%	0.3	0.1	A
	Right Turn						
	Subtotal	188	186	99.0%	0.3	0.1	A
Total		941	936	99.5%	3.2	0.3	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	117	113	96.8%	1.1	0.2	A
	Right Turn	20	23	115.5%	1.0	0.7	A
	Subtotal	137	136	99.5%	1.1	0.2	A
SB	Left Turn	50	45	90.8%	4.3	0.9	A
	Through	208	211	101.4%	1.1	0.2	A
	Right Turn						
	Subtotal	258	256	99.4%	1.7	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	17	86.5%	7.7	2.8	A
	Through						
	Right Turn	55	58	105.6%	5.3	0.7	A
	Subtotal	75	75	100.5%	5.8	0.4	A
Total		470	468	99.6%	2.2	0.2	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	26	102.4%	7.6	3.0	A
	Through						
	Right Turn	60	57	94.2%	5.5	0.4	A
	Subtotal	85	82	96.6%	6.1	0.9	A
EB	Left Turn	50	54	107.4%	4.8	0.9	A
	Through	233	230	98.8%	1.7	0.4	A
	Right Turn						
	Subtotal	283	284	100.3%	2.3	0.5	A
WB	Left Turn						
	Through	152	151	99.1%	1.0	0.2	A
	Right Turn	20	19	95.5%	0.8	0.4	A
	Subtotal	172	170	98.7%	0.9	0.2	A
Total		540	536	99.2%	2.5	0.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	193	191	99.0%	1.6	0.3	A
	Right Turn	15	17	113.3%	1.4	1.6	A
	Subtotal	208	208	100.0%	1.6	0.3	A
SB	Left Turn	268	265	98.9%	7.1	0.7	A
	Through	723	717	99.2%	4.1	0.4	A
	Right Turn						
	Subtotal	991	982	99.1%	4.9	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	9	89.0%	20.4	20.2	C
	Through						
	Right Turn	202	197	97.5%	4.9	0.8	A
	Subtotal	212	206	97.1%	5.7	1.3	A
Total		1,411	1,396	98.9%	4.5	0.5	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	307	309	100.5%	14.2	1.8	B
	Right Turn	182	181	99.3%	3.5	0.8	A
	Subtotal	489	489	100.1%	10.2	1.2	B
SB	Left Turn	115	97	84.2%	13.4	2.5	B
	Through	723	643	89.0%	10.0	1.8	B
	Right Turn						
	Subtotal	838	740	88.3%	10.5	1.7	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	620	620	100.0%	16.8	3.4	B
	Through						
	Right Turn	215	219	102.0%	6.0	1.4	A
	Subtotal	835	839	100.5%	14.1	3.1	B
Total		2,162	2,069	95.7%	11.9	1.7	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	55	50	91.6%	35.2	8.4	D
	Through	195	202	103.5%	55.5	5.9	E
	Right Turn	75	76	101.6%	25.5	7.0	C
	Subtotal	325	329	101.1%	44.9	5.2	D
SB	Left Turn	563	409	72.6%	223.7	17.0	F
	Through	170	125	73.4%	194.1	10.7	F
	Right Turn	1,065	815	76.5%	62.0	7.1	E
	Subtotal	1,798	1,348	75.0%	126.3	5.7	F
EB	Left Turn	385	388	100.9%	43.5	3.6	D
	Through	240	240	99.9%	28.2	3.9	C
	Right Turn	25	25	98.4%	21.2	10.3	C
	Subtotal	650	653	100.4%	37.2	3.3	D
WB	Left Turn	50	52	103.8%	85.1	18.4	F
	Through	325	366	112.6%	64.2	13.7	E
	Right Turn	257	255	99.1%	9.1	1.3	A
	Subtotal	632	673	106.4%	45.9	9.9	D
Total		3,405	3,002	88.2%	80.0	2.7	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	65	61	93.4%	23.7	4.2	C
	Through	30	30	101.3%	28.1	5.7	C
	Right Turn	127	116	91.5%	3.7	1.1	A
	Subtotal	222	207	93.4%	13.1	1.2	B
SB	Left Turn	60	60	99.5%	21.2	7.2	C
	Through	75	74	98.9%	24.2	3.7	C
	Right Turn	30	30	101.0%	4.4	0.9	A
	Subtotal	165	164	99.5%	19.7	4.2	B
EB	Left Turn	25	24	94.0%	13.5	4.4	B
	Through	250	258	103.2%	20.1	2.5	C
	Right Turn	100	102	102.4%	12.0	2.5	B
	Subtotal	375	384	102.4%	17.7	2.2	B
WB	Left Turn	340	340	100.1%	14.4	1.8	B
	Through	350	351	100.4%	8.5	1.0	A
	Right Turn	50	53	106.6%	6.4	2.5	A
	Subtotal	740	745	100.6%	11.1	1.5	B
Total		1,502	1,500	99.9%	14.0	1.4	B

MOVEMENT SUMMARY

Site: 101 [Opening Year Plus Project AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	5	100.0	0.225	17.2	LOS C	0.8	20.2	0.69	0.69	0.69	32.6
8	T1	133	3.0	0.225	10.4	LOS B	0.8	20.5	0.69	0.69	0.69	32.9
18b	R3	83	3.0	0.225	10.3	LOS B	0.8	20.5	0.69	0.69	0.69	31.4
Approach		221	5.3	0.225	10.5	LOS B	0.8	20.5	0.69	0.69	0.69	32.3
SouthEast: RoadName												
3bx	L3	41	3.0	0.190	4.9	LOS A	0.7	20.4	0.33	0.21	0.33	35.6
3ax	L1	26	100.0	0.190	7.8	LOS A	0.7	20.4	0.33	0.21	0.33	34.2
18ax	R1	353	3.0	0.190	4.8	LOS A	0.8	21.2	0.33	0.21	0.33	35.3
Approach		420	8.9	0.190	5.0	LOS A	0.8	21.2	0.33	0.21	0.33	35.2
North: Deer Valley Drive												
7u	U	27	3.0	0.881	23.6	LOS C	15.0	384.2	0.92	0.54	0.92	27.1
7a	L1	967	3.0	0.881	23.6	LOS C	15.0	384.2	0.92	0.54	0.92	26.3
4	T1	383	3.0	0.881	10.4	LOS B	15.0	384.2	0.45	0.25	0.45	32.5
14	R2	16	100.0	0.241	7.7	LOS A	1.1	28.4	0.26	0.13	0.26	34.2
Approach		1393	4.1	0.881	19.8	LOS C	15.0	384.2	0.78	0.46	0.79	27.9
West: Transit Center												
5	L2	5	100.0	0.280	25.6	LOS D	0.5	22.1	0.74	0.82	0.96	27.0
12a	R1	36	100.0	0.280	25.6	LOS D	0.5	22.1	0.74	0.82	0.96	26.7
12	R2	16	100.0	0.280	25.6	LOS D	0.5	22.1	0.74	0.82	0.96	26.2
Approach		57	100.0	0.280	25.6	LOS D	0.5	22.1	0.74	0.82	0.96	26.6
All Vehicles		2091	7.8	0.881	16.0	LOS C	15.0	384.2	0.68	0.44	0.69	29.5

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	151	100.4%	8.5	2.7	A
	Through	389	384	98.7%	8.3	3.0	A
	Right Turn						
	Subtotal	539	535	99.2%	8.3	2.8	A
SB	Left Turn						
	Through	105	101	96.0%	5.0	1.2	A
	Right Turn	15	16	104.0%	1.6	1.5	A
	Subtotal	120	116	97.0%	4.6	1.1	A
EB	Left Turn	15	15	100.7%	15.1	8.4	B
	Through						
	Right Turn	146	142	96.9%	5.2	0.8	A
	Subtotal	161	157	97.3%	6.0	1.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		820	808	98.5%	7.3	2.0	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	21	104.5%	24.3	18.6	C
	Through						
	Right Turn						
	Subtotal	20	21	104.5%	24.3	18.6	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	273	267	97.9%	1.6	0.4	A
	Right Turn	20	20	99.0%	1.7	0.8	A
	Subtotal	293	287	98.0%	1.6	0.3	A
WB	Left Turn						
	Through	674	669	99.2%	2.2	0.1	A
	Right Turn						
	Subtotal	674	669	99.2%	2.2	0.1	A
Total		987	977	99.0%	2.5	0.4	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	408	405	99.3%	5.0	9.1	A
	Right Turn	30	31	102.0%	3.7	5.2	A
	Subtotal	438	436	99.5%	5.0	9.0	A
SB	Left Turn	85	84	98.2%	5.1	1.0	A
	Through	142	140	98.5%	1.3	0.5	A
	Right Turn						
	Subtotal	227	223	98.4%	2.7	0.7	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	29	97.3%	18.4	18.9	C
	Through						
	Right Turn	60	59	98.3%	18.9	33.4	C
	Subtotal	90	88	98.0%	19.1	29.1	C
Total		755	747	99.0%	6.1	8.9	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	19	94.5%	72.8	90.9	F
	Through						
	Right Turn	80	80	100.3%	78.0	92.7	F
	Subtotal	100	99	99.1%	77.5	92.4	F
EB	Left Turn	90	93	103.0%	5.5	1.1	A
	Through	207	201	97.3%	1.8	0.6	A
	Right Turn						
	Subtotal	297	294	99.0%	3.0	0.7	A
WB	Left Turn						
	Through	433	424	97.8%	36.3	53.5	E
	Right Turn	35	33	95.1%	42.0	58.8	E
	Subtotal	468	457	97.6%	36.5	53.6	E
Total		865	850	98.3%	28.4	37.4	D

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	649	649	100.0%	2.9	0.5	A
	Right Turn	45	44	97.6%	2.4	1.4	A
	Subtotal	694	693	99.8%	2.8	0.4	A
SB	Left Turn	252	250	99.3%	9.9	2.1	A
	Through	268	263	98.1%	2.0	0.4	A
	Right Turn						
	Subtotal	520	513	98.7%	5.9	1.1	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	22	89.6%	120.8	28.5	F
	Through						
	Right Turn	488	435	89.2%	126.2	7.6	F
	Subtotal	513	458	89.2%	126.2	7.2	F
Total		1,727	1,664	96.3%	39.9	2.3	E

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	858	851	99.2%	96.3	49.4	F
	Right Turn	731	736	100.6%	110.7	64.0	F
	Subtotal	1,589	1,587	99.9%	102.4	55.3	F
SB	Left Turn	275	198	71.9%	22.5	4.8	C
	Through	518	415	80.1%	8.0	1.8	A
	Right Turn						
	Subtotal	793	613	77.2%	12.6	2.6	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	468	464	99.2%	29.7	8.0	C
	Through						
	Right Turn	145	139	96.1%	16.5	4.7	B
	Subtotal	613	603	98.4%	26.5	6.7	C
Total		2,995	2,803	93.6%	66.9	31.3	E

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	50	50	99.4%	31.3	7.8	C
	Through	395	396	100.2%	50.4	5.8	D
	Right Turn	70	72	102.7%	25.6	9.0	C
	Subtotal	515	517	100.4%	44.5	5.0	D
SB	Left Turn	553	380	68.7%	227.2	13.8	F
	Through	365	252	69.1%	179.2	12.4	F
	Right Turn	445	307	69.0%	51.7	11.6	D
	Subtotal	1,363	939	68.9%	155.6	7.3	F
EB	Left Turn	765	523	68.3%	87.2	8.2	F
	Through	355	236	66.4%	61.6	13.0	E
	Right Turn	50	34	67.6%	52.9	15.7	D
	Subtotal	1,170	792	67.7%	78.5	8.8	E
WB	Left Turn	80	75	93.3%	85.6	13.9	F
	Through	310	340	109.6%	60.0	8.1	E
	Right Turn	743	660	88.8%	52.4	3.1	D
	Subtotal	1,133	1,075	94.8%	57.1	3.9	E
Total		4,181	3,323	79.5%	88.1	2.8	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	180	166	92.4%	41.4	8.0	D
	Through	90	94	104.1%	33.6	6.4	C
	Right Turn	546	504	92.4%	12.8	1.9	B
	Subtotal	816	764	93.7%	21.8	2.8	C
SB	Left Turn	100	99	99.1%	34.3	5.6	C
	Through	55	55	100.4%	44.7	11.5	D
	Right Turn	65	69	105.8%	5.3	0.9	A
	Subtotal	220	223	101.4%	27.1	3.8	C
EB	Left Turn	75	75	100.3%	14.9	2.7	B
	Through	635	632	99.5%	29.3	3.4	C
	Right Turn	150	152	101.1%	26.1	4.0	C
	Subtotal	860	859	99.9%	27.4	3.1	C
WB	Left Turn	253	250	98.6%	20.8	2.4	C
	Through	420	415	98.9%	12.0	0.8	B
	Right Turn	50	55	110.2%	7.7	2.8	A
	Subtotal	723	720	99.6%	14.8	0.9	B
Total		2,619	2,566	98.0%	22.1	1.9	C

MOVEMENT SUMMARY

Site: 101 [Opening Year Plus Project PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.403	16.1	LOS C	2.0	50.8	0.69	0.76	0.90	32.0
8	T1	460	3.0	0.403	11.0	LOS B	2.0	50.9	0.69	0.76	0.90	32.8
18b	R3	78	3.0	0.403	11.0	LOS B	2.0	50.9	0.69	0.76	0.90	31.2
Approach		538	3.2	0.403	11.0	LOS B	2.0	50.9	0.69	0.76	0.90	32.6
SouthEast: RoadName												
3bx	L3	62	3.0	0.737	22.2	LOS C	7.2	191.5	0.84	1.18	1.85	28.5
3ax	L1	25	100.0	0.737	27.0	LOS D	7.2	191.5	0.84	1.18	1.85	27.4
18ax	R1	930	3.0	0.737	21.9	LOS C	7.5	193.2	0.85	1.18	1.84	28.0
Approach		1017	5.4	0.737	22.0	LOS C	7.5	193.2	0.85	1.18	1.84	28.0
North: Deer Valley Drive												
7u	U	242	3.0	0.723	13.7	LOS B	7.3	185.9	0.59	0.35	0.59	30.5
7a	L1	477	3.0	0.723	13.7	LOS B	7.3	185.9	0.59	0.35	0.59	29.6
4	T1	404	3.0	0.723	8.6	LOS A	7.3	185.9	0.40	0.23	0.40	33.0
14	R2	10	100.0	0.198	7.4	LOS A	0.8	22.3	0.26	0.14	0.26	34.4
Approach		1133	3.9	0.723	11.8	LOS B	7.3	185.9	0.52	0.31	0.52	30.9
West: Transit Center												
5	L2	5	100.0	0.124	17.0	LOS C	0.2	9.2	0.66	0.66	0.66	30.0
12a	R1	21	100.0	0.124	17.0	LOS C	0.2	9.2	0.66	0.66	0.66	29.6
12	R2	5	100.0	0.124	17.0	LOS C	0.2	9.2	0.66	0.66	0.66	29.0
Approach		31	100.0	0.124	17.0	LOS C	0.2	9.2	0.66	0.66	0.66	29.6
All Vehicles		2720	5.4	0.737	15.5	LOS C	7.5	193.2	0.68	0.73	1.09	30.1

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	118	99.2%	6.4	2.3	A
	Through	75	78	103.7%	3.9	1.9	A
	Right Turn						
	Subtotal	194	196	101.0%	5.4	2.0	A
SB	Left Turn						
	Through	198	197	99.7%	4.1	2.4	A
	Right Turn	15	15	101.3%	1.3	1.6	A
	Subtotal	213	213	99.8%	3.9	2.3	A
EB	Left Turn	15	14	90.0%	11.7	5.7	B
	Through						
	Right Turn	100	99	98.8%	5.6	0.6	A
	Subtotal	115	112	97.7%	6.4	0.9	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		522	521	99.8%	5.0	1.8	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	18	88.0%	9.9	2.5	A
	Through						
	Right Turn						
	Subtotal	20	18	88.0%	9.9	2.5	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	713	715	100.3%	1.2	0.1	A
	Right Turn	20	19	94.0%	1.3	0.6	A
	Subtotal	733	734	100.1%	1.2	0.1	A
WB	Left Turn						
	Through	188	186	98.9%	0.7	0.1	A
	Right Turn						
	Subtotal	188	186	98.9%	0.7	0.1	A
Total		941	937	99.6%	1.3	0.1	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	117	118	100.6%	0.1	0.1	A
	Right Turn	20	20	100.5%	0.0	0.0	A
	Subtotal	137	138	100.6%	0.1	0.0	A
SB	Left Turn	50	46	92.2%	3.5	0.4	A
	Through	208	213	102.5%	0.3	0.1	A
	Right Turn						
	Subtotal	258	259	100.5%	0.9	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	18	92.0%	4.9	2.0	A
	Through						
	Right Turn	55	58	105.1%	5.1	0.3	A
	Subtotal	75	76	101.6%	5.3	0.5	A
Total		470	473	100.7%	1.4	0.1	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	27	109.6%	6.3	1.3	A
	Through						
	Right Turn	60	58	96.2%	6.0	0.8	A
	Subtotal	85	85	100.1%	6.1	0.9	A
EB	Left Turn	50	48	95.8%	4.2	0.9	A
	Through	233	232	99.6%	1.6	0.3	A
	Right Turn						
	Subtotal	283	280	98.9%	2.0	0.3	A
WB	Left Turn						
	Through	152	153	100.9%	0.2	0.1	A
	Right Turn	20	21	102.5%	0.1	0.1	A
	Subtotal	172	174	101.1%	0.2	0.1	A
Total		540	539	99.8%	2.2	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	193	191	98.8%	12.3	2.7	B
	Right Turn	15	14	94.7%	5.3	4.6	A
	Subtotal	208	205	98.5%	12.0	2.7	B
SB	Left Turn	268	265	98.8%	9.9	1.9	A
	Through	723	722	99.9%	8.1	1.5	A
	Right Turn						
	Subtotal	991	987	99.6%	8.6	1.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	8	82.0%	10.6	9.2	B
	Through						
	Right Turn	202	201	99.3%	4.5	1.1	A
	Subtotal	212	209	98.5%	4.9	1.2	A
Total		1,411	1,400	99.2%	8.6	1.2	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	307	312	101.7%	13.3	1.5	B
	Right Turn	182	179	98.6%	3.4	0.8	A
	Subtotal	489	492	100.5%	9.6	1.0	A
SB	Left Turn	115	94	81.6%	13.8	2.2	B
	Through	723	660	91.3%	9.4	1.5	A
	Right Turn						
	Subtotal	838	754	90.0%	9.9	1.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	620	628	101.3%	17.1	1.9	B
	Through						
	Right Turn	215	210	97.5%	6.5	1.2	A
	Subtotal	835	838	100.3%	14.4	1.8	B
Total		2,162	2,083	96.4%	11.7	1.1	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	55	56	101.8%	32.3	4.9	C
	Through	195	190	97.4%	50.6	3.7	D
	Right Turn	75	75	100.5%	24.6	6.9	C
	Subtotal	325	321	98.9%	42.0	4.4	D
SB	Left Turn	563	415	73.8%	231.3	16.7	F
	Through	170	118	69.2%	190.7	19.7	F
	Right Turn	1,065	789	74.1%	58.5	10.7	E
	Subtotal	1,798	1,322	73.5%	127.2	11.5	F
EB	Left Turn	385	382	99.1%	49.5	13.2	D
	Through	240	245	102.1%	32.3	11.8	C
	Right Turn	25	25	99.2%	20.7	9.2	C
	Subtotal	650	651	100.2%	41.8	12.4	D
WB	Left Turn	50	49	97.0%	81.4	21.0	F
	Through	325	355	109.1%	54.0	8.8	D
	Right Turn	257	253	98.3%	11.1	1.7	B
	Subtotal	632	656	103.8%	39.9	5.8	D
Total		3,405	2,951	86.7%	77.5	4.6	E

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	65	61	93.4%	21.5	4.2	C
	Through	30	29	95.7%	21.4	9.2	C
	Right Turn	127	115	90.2%	3.5	0.5	A
	Subtotal	222	204	91.9%	11.2	1.5	B
SB	Left Turn	60	56	93.0%	20.0	3.0	B
	Through	75	73	97.2%	24.5	4.8	C
	Right Turn	30	32	107.7%	4.5	0.6	A
	Subtotal	165	161	97.6%	18.9	2.5	B
EB	Left Turn	25	24	94.0%	14.4	3.9	B
	Through	250	258	103.2%	20.2	3.8	C
	Right Turn	100	104	104.2%	11.5	3.5	B
	Subtotal	375	386	102.8%	17.5	3.5	B
WB	Left Turn	340	336	98.7%	14.4	2.1	B
	Through	350	345	98.6%	9.0	1.2	A
	Right Turn	50	49	98.6%	4.8	2.6	A
	Subtotal	740	730	98.6%	11.3	1.4	B
Total		1,502	1,481	98.6%	13.8	1.8	B

Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	152	101.4%	8.6	4.0	A
	Through	389	393	100.9%	7.4	2.4	A
	Right Turn						
	Subtotal	539	545	101.0%	7.8	2.8	A
SB	Left Turn						
	Through	105	110	104.4%	4.1	1.7	A
	Right Turn	15	14	96.0%	1.8	1.5	A
	Subtotal	120	124	103.3%	3.9	1.6	A
EB	Left Turn	15	13	88.7%	12.4	7.1	B
	Through						
	Right Turn	146	140	95.8%	5.6	2.3	A
	Subtotal	161	153	95.2%	6.6	3.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		820	822	100.2%	6.9	2.3	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	19	95.5%	17.9	10.6	C
	Through						
	Right Turn						
	Subtotal	20	19	95.5%	17.9	10.6	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	273	263	96.4%	0.4	0.1	A
	Right Turn	20	21	103.0%	0.3	0.2	A
	Subtotal	293	284	96.8%	0.4	0.1	A
WB	Left Turn						
	Through	674	680	100.9%	2.2	0.1	A
	Right Turn						
	Subtotal	674	680	100.9%	2.2	0.1	A
Total		987	983	99.6%	2.0	0.2	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	408	411	100.6%	0.4	0.1	A
	Right Turn	30	32	107.3%	0.3	0.1	A
	Subtotal	438	443	101.1%	0.4	0.1	A
SB	Left Turn	85	87	102.4%	5.1	0.8	A
	Through	142	149	104.6%	0.3	0.1	A
	Right Turn						
	Subtotal	227	236	103.8%	2.2	0.6	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	31	102.3%	10.4	2.7	B
	Through						
	Right Turn	60	65	109.0%	7.1	1.1	A
	Subtotal	90	96	106.8%	8.3	1.3	A
Total		755	775	102.6%	1.9	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	20	102.0%	10.5	2.2	B
	Through						
	Right Turn	80	82	102.9%	7.8	1.4	A
	Subtotal	100	103	102.7%	8.2	1.3	A
EB	Left Turn	90	89	99.2%	6.9	1.3	A
	Through	207	212	102.5%	1.7	0.4	A
	Right Turn						
	Subtotal	297	301	101.5%	3.2	0.6	A
WB	Left Turn						
	Through	433	443	102.2%	0.5	0.1	A
	Right Turn	35	33	92.9%	0.4	0.2	A
	Subtotal	468	475	101.5%	0.5	0.1	A
Total		865	879	101.6%	2.4	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	649	655	100.8%	22.5	4.1	C
	Right Turn	45	51	112.4%	18.6	5.7	B
	Subtotal	694	705	101.6%	22.2	4.1	C
SB	Left Turn	252	250	99.3%	22.0	6.3	C
	Through	268	258	96.4%	3.1	1.0	A
	Right Turn						
	Subtotal	520	509	97.8%	12.4	3.8	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	24	95.2%	47.1	12.8	D
	Through						
	Right Turn	488	501	102.7%	31.7	8.6	C
	Subtotal	513	525	102.3%	32.3	8.5	C
Total		1,727	1,739	100.7%	22.4	4.4	C

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	858	845	98.5%	102.5	55.6	F
	Right Turn	731	701	95.9%	128.6	93.0	F
	Subtotal	1,589	1,546	97.3%	115.0	72.3	F
SB	Left Turn	275	208	75.5%	25.4	5.2	C
	Through	518	397	76.7%	7.3	1.1	A
	Right Turn						
	Subtotal	793	605	76.3%	13.6	2.3	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	468	474	101.2%	34.0	10.8	C
	Through						
	Right Turn	145	144	99.2%	18.3	4.6	B
	Subtotal	613	617	100.7%	30.7	8.9	C
Total		2,995	2,768	92.4%	75.5	41.0	E

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	50	47	93.8%	33.2	7.0	C
	Through	395	398	100.7%	50.8	4.1	D
	Right Turn	70	69	98.0%	28.5	7.8	C
	Subtotal	515	513	99.7%	46.2	3.4	D
SB	Left Turn	553	381	68.9%	221.5	12.2	F
	Through	365	255	69.9%	178.2	15.1	F
	Right Turn	445	317	71.1%	49.3	7.2	D
	Subtotal	1,363	953	69.9%	152.9	10.5	F
EB	Left Turn	765	514	67.1%	89.6	7.8	F
	Through	355	237	66.7%	66.7	13.6	E
	Right Turn	50	37	73.8%	49.2	16.4	D
	Subtotal	1,170	787	67.3%	81.3	9.6	F
WB	Left Turn	80	73	91.0%	72.2	20.5	E
	Through	310	325	104.9%	60.1	12.4	E
	Right Turn	743	665	89.5%	51.8	3.0	D
	Subtotal	1,133	1,063	93.8%	56.0	4.5	E
Total		4,181	3,317	79.3%	87.5	2.9	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	180	163	90.4%	37.4	10.1	D
	Through	90	89	98.3%	33.2	8.6	C
	Right Turn	546	491	90.0%	13.4	3.3	B
	Subtotal	816	743	91.0%	21.5	5.0	C
SB	Left Turn	100	99	98.9%	29.5	6.1	C
	Through	55	58	105.6%	43.4	8.4	D
	Right Turn	65	69	106.0%	5.5	1.1	A
	Subtotal	220	226	102.7%	25.6	4.3	C
EB	Left Turn	75	76	101.3%	16.3	2.5	B
	Through	635	640	100.7%	28.2	4.4	C
	Right Turn	150	154	102.3%	23.3	4.4	C
	Subtotal	860	869	101.0%	26.2	4.1	C
WB	Left Turn	253	250	98.8%	20.8	2.7	C
	Through	420	433	103.2%	12.3	1.5	B
	Right Turn	50	48	96.2%	7.4	2.0	A
	Subtotal	723	732	101.2%	14.9	1.5	B
Total		2,619	2,569	98.1%	21.5	2.8	C

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	105	110	104.8%	0.3	0.2	A
	Right Turn	20	20	100.0%	0.1	0.2	A
	Subtotal	125	130	104.0%	0.3	0.2	A
SB	Left Turn	50	49	97.6%	3.9	0.6	A
	Through	160	169	105.3%	1.2	0.4	A
	Right Turn						
	Subtotal	210	217	103.5%	1.8	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	21	104.0%	6.9	2.0	A
	Through						
	Right Turn	55	56	100.9%	5.1	0.4	A
	Subtotal	75	76	101.7%	5.5	0.5	A
Total		410	424	103.3%	2.1	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	23	92.0%	7.5	2.2	A
	Through						
	Right Turn	60	64	106.5%	5.6	0.7	A
	Subtotal	85	87	102.2%	6.1	0.7	A
EB	Left Turn	50	49	97.8%	4.5	0.9	A
	Through	185	195	105.6%	1.5	0.4	A
	Right Turn						
	Subtotal	235	244	103.9%	2.2	0.4	A
WB	Left Turn						
	Through	140	145	103.7%	0.9	0.2	A
	Right Turn	20	19	97.0%	1.3	0.6	A
	Subtotal	160	165	102.9%	1.0	0.2	A
Total		480	496	103.3%	2.5	0.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	185	188	101.4%	1.6	0.5	A
	Right Turn	15	17	110.7%	1.2	0.8	A
	Subtotal	200	204	102.1%	1.5	0.4	A
SB	Left Turn	220	227	103.3%	6.6	0.8	A
	Through	740	735	99.4%	4.3	0.4	A
	Right Turn						
	Subtotal	960	963	100.3%	4.8	0.4	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	11	106.0%	17.3	16.7	C
	Through						
	Right Turn	190	195	102.7%	4.8	0.4	A
	Subtotal	200	206	102.9%	5.5	0.9	A
Total		1,360	1,373	100.9%	4.4	0.3	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	275	273	99.4%	28.7	16.6	C
	Right Turn	200	195	97.7%	3.4	1.0	A
	Subtotal	475	469	98.7%	18.4	9.9	B
SB	Left Turn	125	102	81.6%	14.8	3.6	B
	Through	655	546	83.3%	10.3	1.2	B
	Right Turn						
	Subtotal	780	648	83.0%	11.0	1.2	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	700	707	101.0%	24.9	7.6	C
	Through						
	Right Turn	225	220	97.7%	14.7	9.5	B
	Subtotal	925	927	100.2%	22.5	7.9	C
Total		2,180	2,043	93.7%	18.0	5.9	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	95	98	102.8%	31.5	5.0	C
	Through	195	194	99.3%	52.6	5.4	D
	Right Turn	70	69	98.9%	24.0	9.8	C
	Subtotal	360	361	100.1%	41.3	4.6	D
SB	Left Turn	480	305	63.5%	80.6	11.6	F
	Through	170	111	65.1%	76.7	11.0	E
	Right Turn	1,565	1,004	64.1%	122.1	2.4	F
	Subtotal	2,215	1,419	64.1%	109.3	3.2	F
EB	Left Turn	580	545	94.0%	73.7	6.0	E
	Through	360	335	93.0%	50.4	7.6	D
	Right Turn	45	43	95.8%	39.4	8.5	D
	Subtotal	985	923	93.7%	63.6	6.0	E
WB	Left Turn	50	44	88.6%	105.3	10.8	F
	Through	425	412	96.8%	99.5	8.2	F
	Right Turn	215	192	89.3%	14.7	4.5	B
	Subtotal	690	648	93.9%	74.9	6.9	E
Total		4,250	3,350	78.8%	83.0	2.5	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	67	89.3%	29.5	5.9	C
	Through	30	31	102.0%	25.6	4.5	C
	Right Turn	120	111	92.2%	4.7	1.3	A
	Subtotal	225	208	92.5%	15.7	2.7	B
SB	Left Turn	65	65	99.4%	27.1	7.1	C
	Through	75	74	98.0%	29.9	3.3	C
	Right Turn	35	36	102.0%	4.8	1.3	A
	Subtotal	175	174	99.3%	23.6	3.9	C
EB	Left Turn	25	25	98.4%	13.1	4.4	B
	Through	340	342	100.6%	21.6	2.7	C
	Right Turn	110	112	101.4%	12.9	3.8	B
	Subtotal	475	478	100.7%	19.0	2.7	B
WB	Left Turn	345	352	102.1%	17.2	2.1	B
	Through	475	473	99.6%	9.5	1.4	A
	Right Turn	55	57	103.5%	5.9	2.7	A
	Subtotal	875	883	100.9%	12.2	1.7	B
Total		1,750	1,743	99.6%	15.7	1.7	B

MOVEMENT SUMMARY

Site: 101 [2040 BG AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	5	100.0	0.219	16.5	LOS C	0.7	19.8	0.67	0.67	0.67	32.8
8	T1	133	3.0	0.219	10.0	LOS A	0.8	20.0	0.67	0.67	0.67	33.1
18b	R3	85	3.0	0.219	9.9	LOS A	0.8	20.0	0.68	0.68	0.68	31.5
Approach		223	5.3	0.219	10.1	LOS B	0.8	20.0	0.67	0.67	0.67	32.5
SouthEast: RoadName												
3bx	L3	48	3.0	0.175	4.7	LOS A	0.7	18.6	0.32	0.20	0.32	35.6
3ax	L1	21	100.0	0.175	7.6	LOS A	0.7	18.6	0.32	0.20	0.32	34.1
18ax	R1	319	3.0	0.175	4.6	LOS A	0.8	19.2	0.33	0.20	0.33	35.3
Approach		388	8.3	0.175	4.8	LOS A	0.8	19.2	0.33	0.20	0.33	35.3
North: Deer Valley Drive												
7u	U	27	3.0	0.877	23.2	LOS C	14.5	370.9	0.90	0.53	0.90	27.2
7a	L1	947	3.0	0.877	23.2	LOS C	14.5	370.9	0.90	0.53	0.90	26.5
4	T1	399	3.0	0.877	10.9	LOS B	14.5	370.9	0.46	0.26	0.46	32.3
14	R2	16	100.0	0.240	7.7	LOS A	1.1	28.2	0.25	0.13	0.25	34.2
Approach		1388	4.1	0.877	19.4	LOS C	14.5	370.9	0.77	0.44	0.77	28.0
West: Transit Center												
5	L2	5	100.0	0.234	24.0	LOS C	0.4	17.2	0.74	0.75	0.77	27.5
12a	R1	27	100.0	0.234	24.0	LOS C	0.4	17.2	0.74	0.75	0.77	27.2
12	R2	16	100.0	0.234	24.0	LOS C	0.4	17.2	0.74	0.75	0.77	26.6
Approach		48	100.0	0.234	24.0	LOS C	0.4	17.2	0.74	0.75	0.77	27.0
All Vehicles		2048	7.3	0.877	15.8	LOS C	14.5	370.9	0.67	0.43	0.67	29.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	370	385	104.1%	1.2	0.2	A
	Right Turn	30	32	107.7%	0.6	0.5	A
	Subtotal	400	418	104.4%	1.2	0.2	A
SB	Left Turn	85	88	103.6%	5.2	0.6	A
	Through	125	121	97.0%	1.8	0.5	A
	Right Turn						
	Subtotal	210	209	99.7%	3.2	0.4	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	30	98.3%	9.1	3.8	A
	Through						
	Right Turn	60	63	104.8%	7.3	2.1	A
	Subtotal	90	92	102.7%	8.1	2.2	A
Total		700	719	102.8%	2.6	0.5	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	21	104.5%	15.0	6.1	B
	Through						
	Right Turn	80	79	98.1%	8.5	1.7	A
	Subtotal	100	99	99.4%	10.1	3.0	B
EB	Left Turn	90	94	104.8%	6.4	1.0	A
	Through	190	186	97.7%	2.1	0.5	A
	Right Turn						
	Subtotal	280	280	100.0%	3.6	0.6	A
WB	Left Turn						
	Through	395	412	104.4%	1.3	0.2	A
	Right Turn	35	37	105.1%	1.4	0.3	A
	Subtotal	430	449	104.4%	1.3	0.2	A
Total		810	828	102.3%	3.0	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	645	641	99.4%	4.0	0.7	A
	Right Turn	45	48	107.6%	2.9	0.7	A
	Subtotal	690	690	100.0%	3.9	0.7	A
SB	Left Turn	235	232	98.6%	9.3	1.6	A
	Through	245	246	100.2%	1.8	0.4	A
	Right Turn						
	Subtotal	480	477	99.4%	5.4	1.0	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	27	106.4%	107.4	23.1	F
	Through						
	Right Turn	450	447	99.4%	111.6	22.5	F
	Subtotal	475	474	99.7%	111.5	22.3	F
Total		1,645	1,641	99.7%	35.5	4.8	E

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	785	771	98.2%	78.6	50.6	E
	Right Turn	820	786	95.9%	92.1	74.1	F
	Subtotal	1,605	1,558	97.0%	85.7	62.8	F
SB	Left Turn	290	189	65.2%	20.6	2.6	C
	Through	470	335	71.2%	8.6	2.2	A
	Right Turn						
	Subtotal	760	524	68.9%	12.8	2.1	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	530	526	99.2%	37.2	15.3	D
	Through						
	Right Turn	150	144	95.8%	20.4	8.7	C
	Subtotal	680	670	98.5%	33.5	14.1	C
Total		3,045	2,751	90.3%	59.2	37.7	E

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	70	71	101.3%	35.7	8.6	D
	Through	395	396	100.4%	54.8	5.5	D
	Right Turn	70	74	105.0%	41.2	9.5	D
	Subtotal	535	541	101.1%	50.6	5.6	D
SB	Left Turn	495	355	71.8%	216.3	16.0	F
	Through	365	259	71.1%	177.6	10.4	F
	Right Turn	720	524	72.7%	55.9	7.5	E
	Subtotal	1,580	1,138	72.0%	135.6	10.3	F
EB	Left Turn	1,190	527	44.3%	96.1	7.7	F
	Through	445	201	45.2%	75.2	18.2	E
	Right Turn	70	32	45.9%	64.1	23.0	E
	Subtotal	1,705	761	44.6%	89.7	9.7	F
WB	Left Turn	75	64	85.7%	122.1	17.2	F
	Through	405	396	97.7%	88.9	5.2	F
	Right Turn	640	546	85.3%	37.1	5.8	D
	Subtotal	1,120	1,006	89.8%	63.6	3.7	E
Total		4,940	3,445	69.7%	90.0	3.0	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	210	181	86.3%	51.9	15.5	D
	Through	90	85	94.4%	43.4	12.4	D
	Right Turn	565	508	89.8%	18.1	4.9	B
	Subtotal	865	774	89.5%	29.4	7.6	C
SB	Left Turn	105	103	97.7%	35.5	11.6	D
	Through	55	56	101.3%	47.5	6.9	D
	Right Turn	75	76	101.9%	6.4	1.6	A
	Subtotal	235	235	99.9%	28.6	4.7	C
EB	Left Turn	85	90	105.8%	18.2	2.9	B
	Through	865	882	101.9%	37.7	7.4	D
	Right Turn	175	172	98.2%	34.7	9.8	C
	Subtotal	1,125	1,144	101.6%	35.8	7.3	D
WB	Left Turn	255	252	98.6%	25.9	2.6	C
	Through	570	561	98.4%	12.7	1.8	B
	Right Turn	55	54	98.9%	8.3	2.7	A
	Subtotal	880	867	98.5%	16.4	1.3	B
Total		3,105	3,019	97.2%	28.1	3.0	C

MOVEMENT SUMMARY

Site: 101 [2040 BG PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.402	15.4	LOS C	2.0	51.3	0.68	0.74	0.87	32.2
8	T1	475	3.0	0.402	10.6	LOS B	2.0	51.3	0.68	0.74	0.87	33.0
18b	R3	86	3.0	0.402	10.6	LOS B	2.0	51.3	0.68	0.74	0.87	31.4
Approach		562	3.2	0.402	10.6	LOS B	2.0	51.3	0.68	0.74	0.87	32.8
SouthEast: RoadName												
3bx	L3	51	3.0	0.681	19.2	LOS C	5.8	151.3	0.81	1.08	1.61	29.7
3ax	L1	15	100.0	0.681	24.1	LOS C	5.8	151.3	0.81	1.08	1.61	28.4
18ax	R1	864	3.0	0.681	19.1	LOS C	6.0	152.4	0.82	1.08	1.61	29.1
Approach		929	4.6	0.681	19.2	LOS C	6.0	152.4	0.82	1.08	1.61	29.1
North: Deer Valley Drive												
7u	U	247	3.0	0.695	12.5	LOS B	6.9	176.1	0.48	0.26	0.48	31.0
7a	L1	434	3.0	0.695	12.5	LOS B	6.9	176.1	0.48	0.26	0.48	30.1
4	T1	429	3.0	0.695	8.3	LOS A	6.9	176.1	0.34	0.17	0.34	33.1
14	R2	10	100.0	0.190	7.1	LOS A	0.8	21.5	0.22	0.10	0.22	34.5
Approach		1121	3.9	0.695	10.8	LOS B	6.9	176.1	0.43	0.22	0.43	31.4
West: Transit Center												
5	L2	5	100.0	0.098	16.0	LOS C	0.2	7.2	0.65	0.65	0.65	30.3
12a	R1	15	100.0	0.098	16.0	LOS C	0.2	7.2	0.65	0.65	0.65	29.9
12	R2	5	100.0	0.098	16.0	LOS C	0.2	7.2	0.65	0.65	0.65	29.2
Approach		25	100.0	0.098	16.0	LOS C	0.2	7.2	0.65	0.65	0.65	29.8
All Vehicles		2637	4.9	0.695	13.8	LOS B	6.9	176.1	0.62	0.64	0.94	30.8

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	119	100.3%	7.7	2.5	A
	Through	105	104	98.7%	6.0	2.9	A
	Right Turn						
	Subtotal	224	223	99.6%	6.8	2.4	A
SB	Left Turn						
	Through	238	236	99.2%	4.6	2.5	A
	Right Turn	15	17	114.0%	2.1	1.1	A
	Subtotal	253	253	100.0%	4.4	2.3	A
EB	Left Turn	15	15	100.0%	12.5	7.8	B
	Through						
	Right Turn	100	105	105.0%	5.9	1.6	A
	Subtotal	115	120	104.3%	6.8	2.4	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		592	596	100.7%	5.8	2.1	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	18	87.5%	21.2	23.2	C
	Through						
	Right Turn						
	Subtotal	20	18	87.5%	21.2	23.2	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	818	832	101.7%	4.4	0.4	A
	Right Turn	20	18	91.5%	3.2	0.7	A
	Subtotal	838	850	101.4%	4.3	0.4	A
WB	Left Turn						
	Through	223	225	100.9%	0.3	0.1	A
	Right Turn						
	Subtotal	223	225	100.9%	0.3	0.1	A
Total		1,081	1,092	101.1%	3.7	0.4	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	147	148	100.7%	1.1	0.2	A
	Right Turn	20	22	107.5%	0.5	0.4	A
	Subtotal	167	170	101.6%	1.0	0.2	A
SB	Left Turn	50	45	90.6%	3.9	0.7	A
	Through	248	257	103.4%	1.2	0.2	A
	Right Turn						
	Subtotal	298	302	101.3%	1.6	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	18	89.0%	6.6	1.9	A
	Through						
	Right Turn	55	55	100.0%	5.2	0.6	A
	Subtotal	75	73	97.1%	5.6	0.7	A
Total		540	544	100.8%	2.0	0.2	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	23	93.6%	9.6	2.6	A
	Through						
	Right Turn	60	63	105.0%	5.8	0.9	A
	Subtotal	85	86	101.6%	6.6	0.9	A
EB	Left Turn	50	51	101.4%	4.9	0.9	A
	Through	273	275	100.7%	1.9	0.4	A
	Right Turn						
	Subtotal	323	326	100.8%	2.4	0.4	A
WB	Left Turn						
	Through	182	184	101.0%	0.8	0.2	A
	Right Turn	20	19	97.0%	0.9	0.4	A
	Subtotal	202	203	100.6%	0.8	0.1	A
Total		610	615	100.9%	2.5	0.3	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	228	228	99.9%	1.7	0.2	A
	Right Turn	15	16	106.7%	0.8	1.2	A
	Subtotal	243	244	100.3%	1.7	0.2	A
SB	Left Turn	308	307	99.7%	7.8	0.8	A
	Through	828	841	101.6%	5.2	0.5	A
	Right Turn						
	Subtotal	1,136	1,148	101.1%	5.9	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	9	93.0%	29.1	15.8	D
	Through						
	Right Turn	232	236	101.9%	6.2	1.0	A
	Subtotal	242	246	101.5%	7.1	1.3	A
Total		1,621	1,637	101.0%	5.5	0.3	A

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	317	306	96.4%	30.5	26.4	C
	Right Turn	217	218	100.5%	4.3	0.9	A
	Subtotal	534	524	98.1%	19.7	16.9	B
SB	Left Turn	125	89	71.2%	14.7	1.9	B
	Through	743	556	74.8%	11.0	2.2	B
	Right Turn						
	Subtotal	868	645	74.3%	11.5	2.0	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	735	720	97.9%	29.2	8.2	C
	Through						
	Right Turn	225	215	95.6%	21.4	23.4	C
	Subtotal	960	935	97.4%	27.4	11.3	C
Total		2,362	2,103	89.0%	20.5	8.9	C

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	95	94	98.6%	32.2	5.8	C
	Through	195	198	101.4%	52.8	4.2	D
	Right Turn	75	75	99.9%	20.1	9.3	C
	Subtotal	365	366	100.4%	40.6	4.0	D
SB	Left Turn	568	377	66.3%	125.6	50.9	F
	Through	170	112	65.9%	99.0	33.1	F
	Right Turn	1,565	1,011	64.6%	115.3	5.8	F
	Subtotal	2,303	1,500	65.1%	117.2	12.8	F
EB	Left Turn	580	372	64.1%	89.2	7.2	F
	Through	360	232	64.5%	70.5	14.6	E
	Right Turn	45	31	68.2%	75.1	28.9	E
	Subtotal	985	635	64.4%	81.5	9.6	F
WB	Left Turn	50	47	93.8%	114.6	15.3	F
	Through	425	404	95.0%	93.8	8.4	F
	Right Turn	257	230	89.4%	14.9	4.1	B
	Subtotal	732	680	93.0%	69.3	4.9	E
Total		4,385	3,182	72.6%	90.7	6.5	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	64	85.6%	26.0	5.9	C
	Through	30	28	94.7%	27.1	7.7	C
	Right Turn	137	126	91.6%	3.3	0.8	A
	Subtotal	242	218	90.1%	13.5	2.5	B
SB	Left Turn	65	60	91.8%	26.8	6.1	C
	Through	75	73	97.9%	29.0	4.6	C
	Right Turn	35	35	99.4%	4.3	0.6	A
	Subtotal	175	168	95.9%	22.8	2.5	C
EB	Left Turn	25	25	98.4%	14.5	3.8	B
	Through	340	327	96.2%	22.6	2.1	C
	Right Turn	110	108	98.5%	11.5	2.6	B
	Subtotal	475	460	96.9%	19.6	1.5	B
WB	Left Turn	380	384	101.1%	19.1	2.3	B
	Through	475	466	98.1%	10.1	1.0	B
	Right Turn	55	53	96.5%	4.4	1.4	A
	Subtotal	910	904	99.3%	13.5	1.2	B
Total		1,802	1,750	97.1%	16.1	1.3	B

MOVEMENT SUMMARY

Site: 101 [2040 Plus Project AM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	5	100.0	0.280	20.5	LOS C	1.0	26.0	0.74	0.77	0.83	31.6
8	T1	133	3.0	0.280	12.8	LOS B	1.0	26.2	0.74	0.77	0.83	31.8
18b	R3	104	3.0	0.280	12.7	LOS B	1.0	26.2	0.74	0.77	0.83	30.3
Approach		243	5.1	0.280	12.9	LOS B	1.0	26.2	0.74	0.77	0.83	31.1
SouthEast: RoadName												
3bx	L3	57	3.0	0.216	5.1	LOS A	0.9	23.7	0.33	0.21	0.33	35.4
3ax	L1	26	100.0	0.216	8.0	LOS A	0.9	23.7	0.33	0.21	0.33	33.9
18ax	R1	396	3.0	0.216	5.0	LOS A	1.0	24.6	0.34	0.22	0.34	35.1
Approach		479	8.2	0.216	5.2	LOS A	1.0	24.6	0.34	0.22	0.34	35.1
North: Deer Valley Drive												
7u	U	27	3.0	0.993	42.4	LOS E	72.5	1855.3	1.00	1.23	2.16	22.2
7a	L1	1105	3.0	0.993	42.4	LOS E	72.5	1855.3	1.00	1.23	2.16	21.7
4	T1	399	3.0	0.993	14.2	LOS B	72.5	1855.3	0.45	0.41	0.73	31.0
14	R2	16	100.0	0.272	8.1	LOS A	1.2	32.9	0.29	0.16	0.29	34.0
Approach		1547	4.0	0.993	34.8	LOS D	72.5	1855.3	0.85	1.01	1.77	23.6
West: Transit Center												
5	L2	5	100.0	0.325	31.5	LOS D	0.6	26.4	0.78	0.92	1.19	25.3
12a	R1	36	100.0	0.325	31.5	LOS D	0.6	26.4	0.78	0.92	1.19	25.0
12	R2	16	100.0	0.325	31.5	LOS D	0.6	26.4	0.78	0.92	1.19	24.5
Approach		57	100.0	0.325	31.5	LOS D	0.6	26.4	0.78	0.92	1.19	24.9
All Vehicles		2326	7.3	0.993	26.3	LOS D	72.5	1855.3	0.73	0.82	1.36	26.0

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	142	94.6%	103.5	74.0	F
	Through	454	428	94.2%	109.5	82.3	F
	Right Turn						
	Subtotal	604	569	94.3%	108.3	80.5	F
SB	Left Turn						
	Through	145	143	98.8%	4.1	0.9	A
	Right Turn	15	14	94.7%	0.8	0.8	A
	Subtotal	160	158	98.4%	3.9	0.8	A
EB	Left Turn	15	15	96.7%	63.4	75.9	E
	Through						
	Right Turn	146	145	99.0%	18.1	18.7	B
	Subtotal	161	159	98.8%	21.9	21.4	C
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		925	886	95.8%	65.1	43.8	E

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	20	99.5%	32.4	14.7	D
	Through						
	Right Turn						
	Subtotal	20	20	99.5%	32.4	14.7	D
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	308	308	99.8%	1.7	0.4	A
	Right Turn	20	22	108.0%	2.2	1.5	A
	Subtotal	328	329	100.3%	1.8	0.4	A
WB	Left Turn						
	Through	774	773	99.9%	2.4	0.1	A
	Right Turn						
	Subtotal	774	773	99.9%	2.4	0.1	A
Total		1,122	1,122	100.0%	2.8	0.2	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	473	393	83.0%	246.9	41.6	F
	Right Turn	30	27	88.7%	262.9	63.4	F
	Subtotal	503	419	83.4%	247.7	42.1	F
SB	Left Turn	85	88	103.3%	4.4	0.6	A
	Through	182	185	101.5%	1.1	0.3	A
	Right Turn						
	Subtotal	267	273	102.1%	2.1	0.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	25	82.0%	330.2	150.8	F
	Through						
	Right Turn	60	47	78.8%	386.0	200.5	F
	Subtotal	90	72	79.9%	307.2	174.7	F
Total		860	764	88.8%	158.3	24.8	F

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	14	70.0%	414.6	262.7	F
	Through						
	Right Turn	80	58	72.4%	453.7	255.0	F
	Subtotal	100	72	71.9%	352.9	232.3	F
EB	Left Turn	90	87	96.3%	4.8	0.4	A
	Through	247	254	102.7%	1.9	0.5	A
	Right Turn						
	Subtotal	337	340	101.0%	2.6	0.6	A
WB	Left Turn						
	Through	498	389	78.2%	167.8	24.9	F
	Right Turn	35	27	76.6%	174.9	70.4	F
	Subtotal	533	416	78.1%	167.9	25.8	F
Total		970	828	85.4%	109.9	20.4	F

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	749	751	100.3%	3.4	0.4	A
	Right Turn	45	48	106.2%	3.1	1.0	A
	Subtotal	794	799	100.6%	3.3	0.4	A
SB	Left Turn	292	292	99.9%	17.6	6.7	C
	Through	303	309	101.9%	2.4	0.7	A
	Right Turn						
	Subtotal	595	600	100.9%	9.8	3.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	19	74.4%	200.9	106.5	F
	Through						
	Right Turn	553	385	69.7%	153.4	13.7	F
	Subtotal	578	404	69.9%	155.8	16.1	F
Total		1,967	1,803	91.7%	39.6	1.6	E

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	888	856	96.4%	141.2	68.7	F
	Right Turn	861	825	95.8%	166.7	81.5	F
	Subtotal	1,749	1,681	96.1%	153.7	74.4	F
SB	Left Turn	290	176	60.8%	22.9	4.6	C
	Through	528	358	67.8%	8.1	1.6	A
	Right Turn						
	Subtotal	818	534	65.3%	12.8	2.0	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	553	560	101.2%	36.3	9.3	D
	Through						
	Right Turn	150	149	99.5%	20.8	7.2	C
	Subtotal	703	709	100.9%	33.2	8.9	C
Total		3,270	2,925	89.4%	99.1	42.4	F

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	70	68	97.6%	31.6	5.8	C
	Through	395	399	101.0%	49.6	6.1	D
	Right Turn	70	70	100.3%	32.0	9.8	C
	Subtotal	535	537	100.4%	44.9	5.6	D
SB	Left Turn	553	358	64.7%	229.7	14.2	F
	Through	365	232	63.7%	188.3	19.1	F
	Right Turn	720	468	65.0%	53.4	6.9	D
	Subtotal	1,638	1,058	64.6%	146.3	9.3	F
EB	Left Turn	1,190	520	43.7%	86.8	7.6	F
	Through	445	198	44.5%	59.8	13.7	E
	Right Turn	70	30	43.1%	62.9	34.4	E
	Subtotal	1,705	748	43.9%	78.6	9.6	E
WB	Left Turn	80	66	82.6%	122.9	19.6	F
	Through	405	395	97.4%	94.8	4.5	F
	Right Turn	743	610	82.1%	44.3	4.4	D
	Subtotal	1,228	1,071	87.2%	67.5	2.6	E
Total		5,106	3,415	66.9%	90.1	2.7	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	210	179	85.0%	67.1	20.4	E
	Through	90	87	97.0%	50.2	13.4	D
	Right Turn	606	526	86.8%	25.1	10.8	C
	Subtotal	906	792	87.4%	37.9	13.3	D
SB	Left Turn	105	105	99.9%	42.0	9.0	D
	Through	55	54	97.6%	42.9	5.4	D
	Right Turn	75	78	103.3%	6.6	2.1	A
	Subtotal	235	236	100.5%	30.5	5.6	C
EB	Left Turn	85	85	100.0%	22.0	10.0	C
	Through	865	865	100.0%	42.5	15.4	D
	Right Turn	175	181	103.3%	42.0	19.3	D
	Subtotal	1,125	1,131	100.5%	40.9	15.7	D
WB	Left Turn	278	278	100.1%	26.4	3.3	C
	Through	570	580	101.7%	13.0	1.6	B
	Right Turn	55	53	96.2%	8.2	2.8	A
	Subtotal	903	911	100.9%	16.8	1.6	B
Total		3,169	3,069	96.9%	32.4	8.0	C

MOVEMENT SUMMARY

Site: 101 [2040 Plus Project PM]

Deer Valley Drive / Marsac Avenue Roundabout
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: Marsac Avenue												
3	L2	1	100.0	0.452	17.9	LOS C	2.4	61.0	0.72	0.82	1.03	31.3
8	T1	475	3.0	0.452	12.5	LOS B	2.4	61.1	0.72	0.82	1.03	32.1
18b	R3	98	3.0	0.452	12.5	LOS B	2.4	61.1	0.72	0.82	1.03	30.6
Approach		574	3.2	0.452	12.5	LOS B	2.4	61.1	0.72	0.82	1.03	31.8
SouthEast: RoadName												
3bx	L3	72	3.0	0.834	30.5	LOS D	10.8	286.1	0.90	1.42	2.46	25.8
3ax	L1	25	100.0	0.834	35.4	LOS E	10.8	286.1	0.90	1.42	2.46	24.9
18ax	R1	1041	3.0	0.834	30.1	LOS D	11.3	288.0	0.91	1.42	2.44	25.5
Approach		1138	5.2	0.834	30.3	LOS D	11.3	288.0	0.91	1.42	2.44	25.5
North: Deer Valley Drive												
7u	U	242	3.0	0.782	16.4	LOS C	8.9	228.5	0.70	0.44	0.70	29.4
7a	L1	532	3.0	0.782	16.4	LOS C	8.9	228.5	0.70	0.44	0.70	28.6
4	T1	429	3.0	0.782	9.8	LOS A	8.9	228.5	0.46	0.28	0.46	32.4
14	R2	10	100.0	0.214	7.6	LOS A	0.9	24.4	0.28	0.15	0.28	34.3
Approach		1214	3.8	0.782	14.0	LOS B	8.9	228.5	0.61	0.38	0.61	30.1
West: Transit Center												
5	L2	5	100.0	0.135	18.6	LOS C	0.2	9.8	0.69	0.69	0.69	29.4
12a	R1	21	100.0	0.135	18.6	LOS C	0.2	9.8	0.69	0.69	0.69	29.0
12	R2	5	100.0	0.135	18.6	LOS C	0.2	9.8	0.69	0.69	0.69	28.4
Approach		31	100.0	0.135	18.6	LOS C	0.2	9.8	0.69	0.69	0.69	29.0
All Vehicles		2958	5.2	0.834	20.0	LOS C	11.3	288.0	0.75	0.87	1.40	28.4

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	119	123	103.4%	6.2	1.9	A
	Through	105	106	100.8%	3.6	1.5	A
	Right Turn						
	Subtotal	224	229	102.1%	5.2	1.3	A
SB	Left Turn						
	Through	238	231	97.1%	3.6	1.4	A
	Right Turn	15	18	119.3%	2.2	2.2	A
	Subtotal	253	249	98.4%	3.5	1.4	A
EB	Left Turn	15	16	108.0%	12.2	4.2	B
	Through						
	Right Turn	100	102	101.6%	5.7	0.5	A
	Subtotal	115	118	102.4%	6.7	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		592	596	100.6%	4.8	1.1	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	18	90.5%	12.6	2.8	B
	Through						
	Right Turn						
	Subtotal	20	18	90.5%	12.6	2.8	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	818	827	101.1%	1.3	0.2	A
	Right Turn	20	23	114.0%	1.8	0.8	A
	Subtotal	838	850	101.4%	1.3	0.2	A
WB	Left Turn						
	Through	223	226	101.2%	1.0	0.2	A
	Right Turn						
	Subtotal	223	226	101.2%	1.0	0.2	A
Total		1,081	1,093	101.1%	1.4	0.2	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	147	147	99.8%	0.1	0.1	A
	Right Turn	20	22	111.0%	0.1	0.1	A
	Subtotal	167	169	101.1%	0.1	0.0	A
SB	Left Turn	50	45	89.8%	3.2	0.6	A
	Through	248	251	101.1%	0.3	0.1	A
	Right Turn						
	Subtotal	298	296	99.2%	0.9	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	20	18	90.0%	5.9	1.7	A
	Through						
	Right Turn	55	57	103.5%	5.2	0.4	A
	Subtotal	75	75	99.9%	5.3	0.3	A
Total		540	539	99.9%	1.3	0.1	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	25	25	101.6%	6.6	0.9	A
	Through						
	Right Turn	60	61	101.0%	5.8	0.8	A
	Subtotal	85	86	101.2%	6.0	0.7	A
EB	Left Turn	50	52	103.2%	4.7	1.1	A
	Through	273	269	98.7%	1.6	0.4	A
	Right Turn						
	Subtotal	323	321	99.4%	2.1	0.5	A
WB	Left Turn						
	Through	182	185	101.8%	0.2	0.0	A
	Right Turn	20	20	99.0%	0.0	0.1	A
	Subtotal	202	205	101.5%	0.2	0.0	A
Total		610	612	100.3%	2.0	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	228	225	98.8%	10.0	2.4	A
	Right Turn	15	16	104.0%	6.0	3.0	A
	Subtotal	243	241	99.1%	9.7	2.4	A
SB	Left Turn	308	306	99.4%	14.4	2.5	B
	Through	828	833	100.6%	11.1	1.8	B
	Right Turn						
	Subtotal	1,136	1,139	100.3%	12.0	1.7	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	10	11	107.0%	15.4	5.8	B
	Through						
	Right Turn	232	233	100.2%	5.7	1.7	A
	Subtotal	242	243	100.5%	6.2	1.6	A
Total		1,621	1,623	100.1%	10.8	1.2	B

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	317	313	98.6%	17.2	5.4	B
	Right Turn	217	217	100.1%	3.2	0.4	A
	Subtotal	534	530	99.2%	11.6	3.8	B
SB	Left Turn	125	94	75.5%	14.4	2.3	B
	Through	743	623	83.8%	10.1	1.0	B
	Right Turn						
	Subtotal	868	717	82.6%	10.6	0.9	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	735	726	98.8%	20.8	2.7	C
	Through						
	Right Turn	225	218	96.7%	9.5	4.0	A
	Subtotal	960	944	98.3%	18.2	3.1	B
Total		2,362	2,191	92.8%	14.1	2.1	B

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	95	89	93.6%	32.3	5.3	C
	Through	195	188	96.6%	50.7	3.4	D
	Right Turn	70	71	100.9%	31.2	9.3	C
	Subtotal	360	348	96.6%	42.9	2.2	D
SB	Left Turn	568	370	65.1%	94.9	24.4	F
	Through	170	108	63.4%	74.3	13.9	E
	Right Turn	1,565	1,007	64.4%	119.7	2.8	F
	Subtotal	2,303	1,484	64.5%	110.4	6.2	F
EB	Left Turn	580	531	91.6%	76.1	5.0	E
	Through	360	327	90.7%	49.9	6.3	D
	Right Turn	45	41	90.0%	38.3	10.8	D
	Subtotal	985	898	91.2%	65.0	5.0	E
WB	Left Turn	50	45	89.8%	112.6	22.3	F
	Through	425	411	96.7%	98.7	9.1	F
	Right Turn	257	230	89.6%	16.2	3.7	B
	Subtotal	732	686	93.7%	72.1	5.8	E
Total		4,380	3,417	78.0%	83.8	3.4	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	65	87.1%	23.3	7.3	C
	Through	30	29	96.3%	23.9	5.9	C
	Right Turn	137	128	93.6%	3.8	0.7	A
	Subtotal	242	223	91.9%	12.0	3.0	B
SB	Left Turn	65	66	100.9%	23.6	5.3	C
	Through	75	77	103.1%	24.8	2.2	C
	Right Turn	35	33	95.4%	5.9	1.6	A
	Subtotal	175	176	100.7%	21.1	2.7	C
EB	Left Turn	25	24	95.2%	12.8	3.0	B
	Through	340	341	100.4%	20.1	2.6	C
	Right Turn	110	107	96.9%	14.0	2.2	B
	Subtotal	475	472	99.3%	18.4	2.3	B
WB	Left Turn	380	376	98.9%	15.7	3.0	B
	Through	475	476	100.2%	9.3	1.6	A
	Right Turn	55	58	104.7%	5.6	1.3	A
	Subtotal	910	910	99.9%	11.8	1.7	B
Total		1,802	1,780	98.8%	14.5	1.8	B

Intersection 1 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	150	147	97.9%	10.5	5.9	B
	Through	454	461	101.5%	8.9	4.3	A
	Right Turn						
	Subtotal	604	608	100.6%	9.2	4.6	A
SB	Left Turn						
	Through	145	137	94.4%	4.3	2.3	A
	Right Turn	15	17	110.7%	2.6	1.9	A
	Subtotal	160	154	95.9%	4.1	2.0	A
EB	Left Turn	15	14	92.7%	16.2	16.8	B
	Through						
	Right Turn	146	140	95.9%	5.4	1.0	A
	Subtotal	161	154	95.6%	6.6	2.4	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		925	915	98.9%	7.8	3.3	A

Intersection 2 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	20	21	103.5%	19.8	5.3	C
	Through						
	Right Turn						
	Subtotal	20	21	103.5%	19.8	5.3	C
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	308	299	96.9%	0.3	0.1	A
	Right Turn	20	21	103.0%	0.5	0.4	A
	Subtotal	328	319	97.3%	0.3	0.1	A
WB	Left Turn						
	Through	774	776	100.3%	2.3	0.1	A
	Right Turn						
	Subtotal	774	776	100.3%	2.3	0.1	A
Total		1,122	1,116	99.5%	2.2	0.2	A

Intersection 3 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	473	482	101.9%	0.4	0.1	A
	Right Turn	30	33	108.7%	0.3	0.2	A
	Subtotal	503	514	102.3%	0.4	0.1	A
SB	Left Turn	85	84	98.8%	5.7	1.2	A
	Through	182	179	98.6%	0.4	0.1	A
	Right Turn						
	Subtotal	267	263	98.7%	2.0	0.4	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	30	29	98.0%	11.1	4.7	B
	Through						
	Right Turn	60	62	102.5%	8.0	1.1	A
	Subtotal	90	91	101.0%	8.9	2.2	A
Total		860	869	101.0%	1.8	0.3	A

Intersection 4 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	20	19	93.5%	12.2	4.1	B
	Through						
	Right Turn	80	82	103.0%	8.5	1.6	A
	Subtotal	100	101	101.1%	9.3	2.0	A
EB	Left Turn	90	92	101.8%	7.6	1.0	A
	Through	247	242	97.9%	2.0	0.4	A
	Right Turn						
	Subtotal	337	333	98.9%	3.7	0.6	A
WB	Left Turn						
	Through	498	509	102.1%	0.7	0.1	A
	Right Turn	35	35	99.7%	0.4	0.2	A
	Subtotal	533	543	102.0%	0.6	0.1	A
Total		970	978	100.8%	2.6	0.4	A

Intersection 5 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	749	753	100.5%	35.6	21.9	D
	Right Turn	45	45	98.9%	31.7	20.5	C
	Subtotal	794	797	100.4%	35.3	21.8	D
SB	Left Turn	292	288	98.6%	27.6	5.1	C
	Through	303	294	97.0%	3.9	1.4	A
	Right Turn						
	Subtotal	595	582	97.8%	14.9	3.1	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	25	99.6%	99.7	33.8	F
	Through						
	Right Turn	553	546	98.7%	83.2	26.3	F
	Subtotal	578	571	98.8%	83.9	26.4	F
Total		1,967	1,950	99.1%	43.5	14.6	D

Intersection 7 **Deer Valley Drive/Bonanza Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	888	857	96.5%	173.4	65.6	F
	Right Turn	861	784	91.0%	217.3	89.3	F
	Subtotal	1,749	1,641	93.8%	193.6	75.6	F
SB	Left Turn	290	183	63.1%	23.4	3.1	C
	Through	528	358	67.7%	7.5	2.4	A
	Right Turn						
	Subtotal	818	541	66.1%	12.6	2.4	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	553	557	100.8%	39.2	6.3	D
	Through						
	Right Turn	150	151	100.6%	24.9	6.9	C
	Subtotal	703	708	100.7%	36.2	6.4	D
Total		3,270	2,890	88.4%	116.7	38.4	F

Intersection 8 **SR-224-Park Avenue/Empire Avenue-Deer Valley Drive** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	70	73	103.7%	33.5	7.8	C
	Through	395	392	99.1%	54.1	5.5	D
	Right Turn	70	71	100.7%	33.1	8.9	C
	Subtotal	535	535	99.9%	48.7	4.6	D
SB	Left Turn	553	366	66.1%	225.6	17.6	F
	Through	365	232	63.4%	181.8	18.5	F
	Right Turn	720	478	66.4%	57.0	10.1	E
	Subtotal	1,638	1,076	65.7%	141.5	14.3	F
EB	Left Turn	1,190	524	44.1%	87.2	6.3	F
	Through	445	197	44.2%	65.3	13.2	E
	Right Turn	70	32	46.1%	47.1	17.8	D
	Subtotal	1,705	753	44.2%	79.9	8.1	E
WB	Left Turn	75	67	89.5%	106.6	23.0	F
	Through	405	386	95.4%	90.3	12.2	F
	Right Turn	743	624	84.0%	46.2	7.2	D
	Subtotal	1,223	1,078	88.1%	65.8	4.6	E
Total		5,101	3,441	67.5%	89.4	3.9	F

Intersection 9 **Monitor Drive-Bonanza Drive/SR-248** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	210	173	82.2%	55.8	16.2	E
	Through	90	85	94.0%	40.8	10.5	D
	Right Turn	606	523	86.3%	20.9	4.4	C
	Subtotal	906	780	86.1%	30.8	6.0	C
SB	Left Turn	105	107	101.7%	38.9	3.5	D
	Through	55	58	105.5%	52.5	8.2	D
	Right Turn	75	73	97.9%	6.6	1.2	A
	Subtotal	235	238	101.4%	31.0	2.5	C
EB	Left Turn	85	83	98.1%	19.9	4.8	B
	Through	865	860	99.4%	42.9	11.9	D
	Right Turn	175	180	102.6%	39.0	13.7	D
	Subtotal	1,125	1,123	99.8%	40.6	11.5	D
WB	Left Turn	278	277	99.7%	26.7	3.5	C
	Through	570	569	99.9%	13.1	2.3	B
	Right Turn	55	55	99.5%	10.9	3.0	B
	Subtotal	903	901	99.8%	17.1	2.2	B
Total		3,169	3,043	96.0%	30.6	5.4	C

Intersection 1 **P2 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	71	70	98.5%	11.1	1.0	B
	Through						
	Right Turn						
	Subtotal	71	70	98.5%	11.1	1.0	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	144	127	88.2%	0.7	0.4	A
	Right Turn	674	608	90.2%	12.3	4.1	B
	Subtotal	818	735	89.8%	10.4	3.5	B
WB	Left Turn						
	Through	152	125	81.9%	0.4	0.1	A
	Right Turn						
	Subtotal	152	125	81.9%	0.4	0.1	A
Total		1,041	929	89.3%	9.2	2.9	A

Intersection 2 **P1 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	18	15	82.8%	8.5	0.8	A
	Through						
	Right Turn						
	Subtotal	18	15	82.8%	8.5	0.8	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	115	101	87.7%	0.1	0.1	A
	Right Turn	29	26	89.7%	0.6	0.2	A
	Subtotal	144	127	88.1%	0.2	0.1	A
WB	Left Turn						
	Through	134	109	81.6%	0.1	0.0	A
	Right Turn						
	Subtotal	134	109	81.6%	0.1	0.0	A
Total		296	251	84.8%	0.5	0.1	A

Intersection 3 **Mobility Hub Entrance/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	100	86	85.8%	0.1	0.1	A
	Right Turn	15	13	86.7%	0.3	0.0	A
	Subtotal	115	99	85.9%	0.1	0.1	A
WB	Left Turn	15	15	100.0%	1.5	1.2	A
	Through	119	109	91.7%	0.2	0.1	A
	Right Turn						
	Subtotal	134	124	92.6%	0.4	0.3	A
Total		249	223	89.5%	0.3	0.2	A

Intersection 4 **Mobility Hub Exit/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	15	16	105.3%	30.7	4.9	D
	Through						
	Right Turn	15	15	101.3%	33.4	14.6	D
	Subtotal	30	31	103.3%	31.6	6.1	D
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	100	86	85.9%	0.6	0.3	A
	Right Turn						
	Subtotal	100	86	85.9%	0.6	0.3	A
WB	Left Turn						
	Through	134	109	81.6%	0.1	0.0	A
	Right Turn						
	Subtotal	134	109	81.6%	0.1	0.0	A
Total		264	226	85.7%	5.8	1.2	A

Intersection 5 **Deer Valley Drive East/P2 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	209	176	84.0%	0.7	0.1	A
	Right Turn						
	Subtotal	209	176	84.0%	0.7	0.1	A
SB	Left Turn						
	Through	293	257	87.6%	1.4	0.2	A
	Right Turn	45	47	103.6%	0.5	0.1	A
	Subtotal	338	303	89.8%	1.2	0.2	A
EB	Left Turn	15	13	85.3%	8.6	3.5	A
	Through						
	Right Turn						
	Subtotal	15	13	85.3%	8.6	3.5	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		562	492	87.5%	1.2	0.1	A

Intersection 6 **Deer Valley Drive East/P3 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	209	176	84.1%	1.1	0.4	A
	Right Turn						
	Subtotal	209	176	84.1%	1.1	0.4	A
SB	Left Turn						
	Through	249	220	88.3%	5.4	7.9	A
	Right Turn	44	37	84.1%	1.0	1.1	A
	Subtotal	293	257	87.6%	4.8	6.8	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		502	433	86.2%	3.2	3.8	A

Intersection 7 **Deer Valley Drive East/P4 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	50	41	81.8%	1.5	1.9	A
	Through	150	119	79.0%	1.6	0.8	A
	Right Turn						
	Subtotal	200	159	79.7%	1.6	0.6	A
SB	Left Turn						
	Through	200	176	88.2%	17.3	18.4	C
	Right Turn	49	44	89.4%	3.5	7.1	A
	Subtotal	249	220	88.4%	14.3	16.2	B
EB	Left Turn	59	57	97.1%	3.4	0.9	A
	Through						
	Right Turn						
	Subtotal	59	57	97.1%	3.4	0.9	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		508	437	86.0%	8.0	8.0	A

Intersection 8 **Deer Valley Drive East/Pick-up/Drop-off** **Uncontrolled**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	200	160	79.8%	1.0	0.3	A
	Right Turn						
	Subtotal	200	160	79.8%	1.0	0.3	A
SB	Left Turn						
	Through	200	177	88.3%	43.8	18.9	E
	Right Turn						
	Subtotal	200	177	88.3%	43.8	18.9	E
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		400	336	84.0%	22.9	9.5	C

Intersection 101 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn										
	Through	500	66	5	60	75	268	24	229	309	NO
	Right Turn	500	69	5	63	78	272	24	233	313	NO
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	100	7	2	4	12	112	21	85	161	MAX
	Through	500	18	4	13	24	297	64	203	413	NO
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	500	3	1	1	6	29	11	15	43	NO
	Through										
	Right Turn	100	6	1	4	8	125	18	91	143	MAX
	Second Right										

Intersection 102 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	500	1	0	1	1	30	2	28	35	NO
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	500	63	81	4	273	274	176	107	721	NO
	Right Turn	500	89	99	10	338	353	178	189	803	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	100	0	0	0	0	19	22	0	55	NO
	Right Turn										
	Second Right										

Intersection 103 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	300	6	1	5	8	74	10	63	95	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	150	13	3	9	19	169	34	131	239	MAX
	Right Turn	150	13	3	10	20	172	34	135	243	MAX
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	75	1	0	1	2	86	20	47	117	MAX
	Through										
	Right Turn	75	2	0	1	2	86	20	47	116	MAX
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 104 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	28	8	18	44	NO
	Through										
	Right Turn	500	0	0	0	0	28	8	18	44	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	0	0	0	0	NO
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn	500	1	0	1	2	31	0	31	32	NO
	Second Right										

Intersection 105 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn	500	0	0	0	0	0	0	0	0	NO
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	4	5	0	14	NO
	Through	500	1	1	0	2	0	0	0	0	NO
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	27	6	19	32	NO
	Through										
	Right Turn	500	4	0	4	5	78	4	72	81	NO
	Second Right										

Intersection 1 **P2 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	150	10	1	8	11	119	1	117	120	NO
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	125	52	22	24	94	229	6	217	235	MAX
	Right Turn	125	42	20	17	80	208	6	197	215	MAX
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	75	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										

Intersection 2 **P1 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn Second Left Left Turn Through Right Turn Second Right	150	5	0	4	5	78	2	76	82	NO
SB	U Turn Second Left Left Turn Through Right Turn Second Right										
EB	U Turn Second Left Left Turn Through Right Turn Second Right	125 125	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	NO NO
WB	U Turn Second Left Left Turn Through Right Turn Second Right	75	0	0	0	0	0	0	0	0	NO

Intersection 3 **Mobility Hub Entrance/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	75	0	0	0	0	0	0	0	0	NO
	Right Turn	75	0	0	0	0	0	0	0	0	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	100	0	0	0	0	15	13	0	35	NO
	Through	100	1	0	1	1	105	0	105	105	MAX
	Right Turn										
	Second Right										

Intersection 4 **Mobility Hub Exit/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	100	14	5	10	28	146	20	120	180	MAX
	Through										
	Right Turn	100	14	5	9	28	146	20	119	179	MAX
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	100	0	0	0	0	4	6	0	18	NO
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	75	2	1	2	3	108	10	94	127	MAX
	Right Turn										
	Second Right										

Intersection 5 **Deer Valley Drive East/P2 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	160	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	300	0	0	0	1	4	13	0	42	NO
	Right Turn	50	0	0	0	0	0	0	0	0	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	150	1	0	1	2	72	12	55	90	NO
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 6 **Deer Valley Drive East/P3 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	200	1	0	0	2	38	18	23	81	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	160	2	3	0	10	54	33	13	131	NO
	Right Turn	50	0	0	0	0	0	0	0	0	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 7 **Deer Valley Drive East/P4 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn	100	0	0	0	0	0	0	0	0	NO
	Through	100	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	75	1	2	0	6	14	18	0	39	NO
	Right Turn	75	1	2	0	6	14	18	0	39	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	150	2	0	1	3	82	1	80	84	NO
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 8 **Deer Valley Drive East/Pick-up/Drop-off** **Uncontrolled**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn Second Left Left Turn Through Right Turn Second Right	150	0	0	0	0	5	7	0	21	NO
SB	U Turn Second Left Left Turn Through Right Turn Second Right	150	13	9	0	31	92	42	21	162	NO
EB	U Turn Second Left Left Turn Through Right Turn Second Right										
WB	U Turn Second Left Left Turn Through Right Turn Second Right										

Intersection 1 **P2 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	596	226	37.8%	11.2	0.7	B
	Through						
	Right Turn						
	Subtotal	596	226	37.8%	11.2	0.7	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	175	155	88.8%	2.5	0.8	A
	Right Turn	133	122	91.7%	0.5	0.1	A
	Subtotal	308	277	90.1%	1.6	0.5	A
WB	Left Turn						
	Through	178	143	80.1%	1.6	0.3	A
	Right Turn						
	Subtotal	178	143	80.1%	1.6	0.3	A
Total		1,082	645	59.6%	5.0	0.5	A

Intersection 2 **P1 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	13	12	91.5%	9.8	1.9	A
	Through						
	Right Turn						
	Subtotal	13	12	91.5%	9.8	1.9	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	161	142	88.4%	0.2	0.1	A
	Right Turn	14	13	92.1%	0.6	0.3	A
	Subtotal	175	155	88.7%	0.2	0.1	A
WB	Left Turn						
	Through	165	131	79.3%	0.6	0.1	A
	Right Turn						
	Subtotal	165	131	79.3%	0.6	0.1	A
Total		353	298	84.4%	0.8	0.1	A

Intersection 3 **Mobility Hub Entrance/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	146	127	87.0%	0.6	1.4	A
	Right Turn	15	13	86.7%	2.5	7.0	A
	Subtotal	161	140	87.0%	0.8	1.9	A
WB	Left Turn	15	15	96.7%	1.2	1.1	A
	Through	150	131	87.3%	0.6	0.3	A
	Right Turn						
	Subtotal	165	145	88.1%	0.7	0.5	A
Total		326	285	87.5%	0.7	0.9	A

Intersection 4 **Mobility Hub Exit/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	15	15	102.0%	36.6	12.8	E
	Through						
	Right Turn	15	15	100.0%	22.7	7.8	C
	Subtotal	30	30	101.0%	30.6	8.6	D
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	161	127	78.8%	1.3	0.9	A
	Right Turn						
	Subtotal	161	127	78.8%	1.3	0.9	A
WB	Left Turn						
	Through	165	131	79.4%	0.8	0.3	A
	Right Turn						
	Subtotal	165	131	79.4%	0.8	0.3	A
Total		356	288	81.0%	5.1	1.6	A

Intersection 5 **Deer Valley Drive East/P2 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	465	418	89.9%	0.8	0.3	A
	Right Turn						
	Subtotal	465	418	89.9%	0.8	0.3	A
SB	Left Turn						
	Through	196	167	85.4%	1.0	0.2	A
	Right Turn	95	88	92.4%	0.7	0.2	A
	Subtotal	291	255	87.7%	0.9	0.1	A
EB	Left Turn	139	137	98.8%	5.9	0.8	A
	Through						
	Right Turn						
	Subtotal	139	137	98.8%	5.9	0.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		895	810	90.5%	1.7	0.3	A

Intersection 6 **Deer Valley Drive East/P3 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	326	280	85.8%	1.0	0.3	A
	Right Turn						
	Subtotal	326	280	85.8%	1.0	0.3	A
SB	Left Turn						
	Through	196	167	85.4%	1.2	0.6	A
	Right Turn						
	Subtotal	196	167	85.4%	1.2	0.6	A
EB	Left Turn	139	138	99.5%	8.6	1.0	A
	Through						
	Right Turn						
	Subtotal	139	138	99.5%	8.6	1.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		661	585	88.5%	2.9	0.3	A

Intersection 7 **Deer Valley Drive East/P4 Parking** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	200	157	78.7%	2.8	1.0	A
	Right Turn						
	Subtotal	200	157	78.7%	2.8	1.0	A
SB	Left Turn						
	Through	150	128	85.1%	16.2	15.7	C
	Right Turn	46	39	84.3%	0.6	0.6	A
	Subtotal	196	167	84.9%	12.4	11.7	B
EB	Left Turn	126	122	97.1%	11.4	12.2	B
	Through						
	Right Turn	50	48	96.8%	23.3	26.6	C
	Subtotal	176	171	97.0%	14.3	15.4	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		572	495	86.5%	10.0	8.9	B

Intersection 8 **Deer Valley Drive East/Pick-up/Drop-off** **Uncontrolled**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	200	157	78.7%	2.7	0.8	A
	Right Turn						
	Subtotal	200	157	78.7%	2.7	0.8	A
SB	Left Turn						
	Through	200	174	87.1%	44.2	35.6	E
	Right Turn						
	Subtotal	200	174	87.1%	44.2	35.6	E
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		400	332	82.9%	24.7	18.8	C

Intersection 101 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn										
	Through	500	214	31	154	264	519	49	397	581	MAX
	Right Turn	500	218	31	158	268	523	49	401	586	MAX
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	100	22	4	18	29	168	16	140	186	MAX
	Through	500	6	1	5	8	125	22	105	169	NO
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	500	8	1	5	10	52	9	38	66	NO
	Through										
	Right Turn	100	33	3	29	39	326	48	240	405	MAX
	Second Right										

Intersection 102 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	150	1	0	0	1	30	2	28	34	NO
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn	500	0	0	0	0	3	5	0	13	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	100	0	0	0	0	54	28	27	103	NO
	Right Turn										
	Second Right										

Intersection 103 **Deer Valley Drive East/Doe Pass Road** **Signal**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn	300	29	2	25	34	249	29	210	297	NO
	Through	300	28	2	25	33	248	29	209	296	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	150	7	1	5	9	117	26	69	153	NO
	Right Turn	150	7	1	6	10	120	26	73	156	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	75	2	0	1	3	109	9	90	115	MAX
	Through										
	Right Turn	75	2	0	2	3	109	9	90	115	MAX
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 104 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	1	34	5	27	44	NO
	Through										
	Right Turn	500	0	0	0	1	34	5	27	44	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	0	0	0	0	NO
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	500	0	0	0	0	1	4	0	12	NO
	Right Turn	500	1	0	1	1	31	0	31	31	NO
	Second Right										

Intersection 105 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	500	0	0	0	0	0	0	0	0	NO
	Right Turn	500	0	0	0	0	0	0	0	0	NO
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	0	19	12	0	42	NO
	Through	500	0	0	0	1	0	0	0	0	NO
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	500	0	0	0	1	27	6	20	38	NO
	Through										
	Right Turn	500	6	0	5	7	78	4	72	86	NO
	Second Right										

Intersection 1 **P2 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	150	68	0	68	69	121	1	119	122	NO
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	125	1	0	1	1	59	13	34	73	NO
	Right Turn	125	0	0	0	1	38	12	14	52	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	75	0	0	0	0	0	0	0	0	NO
	Right Turn										
	Second Right										

Intersection 2 **P1 Parking/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn Second Left Left Turn Through Right Turn Second Right	150	4	0	4	4	78	2	76	82	NO
SB	U Turn Second Left Left Turn Through Right Turn Second Right										
EB	U Turn Second Left Left Turn Through Right Turn Second Right	125 125	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	NO NO
WB	U Turn Second Left Left Turn Through Right Turn Second Right	75	0	0	0	0	0	0	0	0	NO

Intersection 3 **Mobility Hub Entrance/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	75	0	0	0	2	4	13	0	43	NO
	Right Turn	75	0	0	0	2	4	13	0	43	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn	100	0	0	0	1	16	17	0	39	NO
	Through	100	1	0	0	1	102	11	70	106	MAX
	Right Turn										
	Second Right										

Intersection 4 **Mobility Hub Exit/Doe Pass Road** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn	100	18	8	8	36	141	15	119	160	MAX
	Through										
	Right Turn	100	18	8	8	36	140	15	119	160	MAX
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through	100	0	0	0	0	14	12	0	36	NO
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through	75	1	0	0	2	103	17	59	116	MAX
	Right Turn										
	Second Right										

Intersection 5 **Deer Valley Drive East/P2 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	160	0	0	0	0	1	2	0	7	NO
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	300	0	0	0	0	0	0	0	0	NO
	Right Turn	50	0	0	0	0	0	0	0	0	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	150	37	1	36	39	117	1	116	118	NO
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 6 **Deer Valley Drive East/P3 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn Second Left Left Turn Through Right Turn Second Right	200	1	0	1	2	68	23	29	105	NO
SB	U Turn Second Left Left Turn Through Right Turn Second Right	160	0	0	0	1	28	11	12	53	NO
EB	U Turn Second Left Left Turn Through Right Turn Second Right	150	35	1	33	37	101	1	101	103	NO
WB	U Turn Second Left Left Turn Through Right Turn Second Right										

Intersection 7 **Deer Valley Drive East/P4 Parking** **Side-street Stop**

Direction	Movement	Storage (ft)	Average Queue (ft) Average	Std. Dev.	Minimum	Maximum	Maximum Queue (ft) Average	Std. Dev.	Minimum	Maximum	Exceeds Storage?
NB	U Turn										
	Second Left										
	Left Turn										
	Through	100	3	1	2	5	116	14	82	139	MAX
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through	75	0	1	0	2	0	0	0	0	NO
	Right Turn	75	0	1	0	2	0	0	0	0	NO
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn	150	19	17	6	66	126	26	84	181	NO
	Through										
	Right Turn	150	22	15	8	63	146	18	111	170	NO
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

Intersection 8 **Deer Valley Drive East/Pick-up/Drop-off** **Uncontrolled**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn Second Left Left Turn Through Right Turn Second Right	150	39	38	4	124	201	49	99	270	MAX
SB	U Turn Second Left Left Turn Through Right Turn Second Right	150	10	10	1	36	90	36	52	170	NO
EB	U Turn Second Left Left Turn Through Right Turn Second Right										
WB	U Turn Second Left Left Turn Through Right Turn Second Right										

Intersection 0 **//** **Signal**

Direction	Movement	Storage (ft)	Average Queue (ft)				Maximum Queue (ft)				Exceeds Storage?
			Average	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
SE	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
EB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										
WB	U Turn										
	Second Left										
	Left Turn										
	Through										
	Right Turn										
	Second Right										

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Project: UT20-2245
Description: Snow Park Transportation Study

Park City Minimum Parking Rates Based *Nonshared* Parking Demand Summary

Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj 6 AM	Peak Mo Adj December	Estimated Parking Demand	Peak Hr Adj 6 AM	Peak Mo Adj December	Estimated Parking Demand
Retail																		
Retail (<400 ksf)	25,866	sf GLA	3.22	100%	100%	3.22	ksf GLA	3.20	100%	100%	3.20	ksf GLA	100%	100%	84	100%	100%	83
Employee			0.78	100%	100%	0.78		0.80	100%	100%	0.80		100%	100%	21	100%	100%	21
Food and Beverage																		
Entertainment and Institutions																		
Convention Center	30,879	sf GLA	5.73	100%	100%	5.73	ksf GLA	5.73	100%	100%	5.73	ksf GLA	100%	100%	177	100%	100%	177
Employee			0.52	100%	100%	0.52		0.52	100%	100%	0.52		100%	100%	17	100%	100%	17
Hotel and Residential																		
Hotel-Business		keys	0.87	100%	100%	0.87	key	0.87	100%	100%	0.87	key	100%	100%	-	100%	100%	-
Hotel-Leisure	193	keys	0.87	100%	100%	0.87	key	0.87	100%	100%	0.87	key	100%	100%	168	100%	100%	168
Hotel Employees	193	keys	0.13	100%	100%	0.13	key	0.13	100%	100%	0.13	key	100%	100%	25	100%	100%	25
Restaurant/Lounge	5,451	sf GLA	4.24	100%	100%	4.24	ksf GLA	4.26	100%	100%	4.26	ksf GLA	100%	100%	24	100%	100%	24
Meeting/Banquet (0 to 20 sq ft/key)		sf GLA	0.00	100%	100%	0.00	ksf GLA	0.00	100%	100%	0.00	ksf GLA	100%	100%	-	100%	100%	-
Meeting/Banquet (20 to 50 sq ft/key)		sf GLA	0.00	100%	100%	0.00	ksf GLA	0.00	100%	100%	0.00	ksf GLA	100%	100%	-	100%	100%	-
Meeting/Banquet (50 to 100 sq ft/key)		sf GLA	0.00	100%	100%	0.00	ksf GLA	0.00	100%	100%	0.00	ksf GLA	100%	100%	-	100%	100%	-
Convention (100 to 200 sq ft/key)		sf GLA	0.00	100%	100%	0.00	ksf GLA	5.50	100%	100%	5.50	ksf GLA	100%	100%	-	100%	100%	-
Convention (> 200 sq ft/key)		sf GLA	4.58	100%	100%	4.58	ksf GLA	4.58	100%	100%	4.58	ksf GLA	100%	100%	-	100%	100%	-
Restaurant/Meeting Employees	5,451	sf GLA	0.76	100%	100%	0.76	ksf GLA	0.74	100%	100%	0.74	ksf GLA	100%	100%	5	100%	100%	5
Residential, Urban																0%		
Studio Efficiency		units	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	100%	100%	-	100%	100%	-
1 Bedroom	11	units	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	100%	100%	-	100%	100%	-
2 Bedrooms		units	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	100%	100%	-	100%	100%	-
3+ Bedrooms	132	units	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	100%	100%	-	100%	100%	-
Reserved	100%	res spaces	1.44	100%	100%	1.44	unit	1.41	100%	100%	1.41	unit	100%	100%	206	100%	100%	201
Visitor	143	units	0.06	100%	100%	0.06	unit	0.08	100%	100%	0.08	unit	100%	100%	9	100%	100%	13
Office																		
Additional Land Uses																		
Ski Resort (as observed during data collection)	1	count	1,500	100%	100%	1,500	count	1,500	100%	100%	1,500	count	100%	100%	1,500	100%	100%	1,500
Employee			0.00	100%	100%	0.00		0.00	100%	100%	0.00		100%	100%	-	100%	100%	-
													Customer/Visitor		1,962	Customer		1,965
													Employee/Resident		68	Employee/Resident		68
													Reserved		206	Reserved		201
													Total		2,236	Total		2,234

Attachment A:

Trip Generation Memorandum

FEHR PEERS

MEMORANDUM

Date: January 21, 2022

To: Alexandra Ananth, Park City Planning

From: Fehr & Peers

Subject: Revised Trip Generation Estimates for the Snow Park Village Traffic Impact Study

UT20-2245

This memorandum presents revised trip generation estimates for the proposed Snow Park Village project at Deer Valley Resort. The original trip generation estimates included in the Traffic Impact Study (April 2021) were reviewed by Park City staff and Wall Consulting Group (WCG), a third-party reviewer retained by the City. Park City staff, through WCG, requested revisions to the trip generation estimates with supporting documentation and/or rationale. Revisions presented in this memorandum are based on an updated land use plan, a local precedent study, comparable trip resort analysis, published trip generation rates from the Institute of Transportation Engineers, and mode shift assumptions derived from the Summit County travel demand model. This memorandum is an intermediate deliverable while additional details regarding site access and circulation are being resolved.

In summary, revised trip generation estimates for the Snow Park Village project show 2,276 daily trips, 162 trips in the Saturday AM peak-hour, and 204 trips in the Saturday PM peak hour. When compared with estimates included in the April 2021 traffic impact study, this results in an 60 percent increase in estimated daily trips, 80 percent increase in the Saturday AM peak-hour trips, and a 148 percent increase in the Saturday PM peak-hour trips.

Trip Generation Estimates

Trip generation estimates focus on Saturday AM and PM peak-hour operations due to the nature of how a ski resort operates: skier traffic is consistently highest on Saturdays. Updated trip generation estimates for Snow Park Village are presented below in **Table 1**.

Key Revisions

Trip generation estimates in this memorandum incorporate several key revisions, including:

- Updated resort hotel trip generation rates taken from the 2018 Canyons Village Transportation Master Plan
- Assumed mode shift away from private car taken from MXD, the Environmental Protection Agency's approved trip generation method, and the Summit County travel demand model for all proposed land uses
- Reductions in trip generation rates due to the implementation of paid parking for day skiers and most proposed land uses
- Reliance on trip internalization derived from MXD and the Summit County travel demand model for most proposed land uses
- The rate of internal capture assumed due to complementary land uses derived from analysis at a peer resort (Palisades at Tahoe, formerly known as Squaw Valley)

This combination of updates represents a much more conservative foundation for subsequent traffic analysis. Each of these changes and justification for each are described in greater detail below.

Resort Hotel Trip Generation Rates

The third-party reviewers (WCG) noted that the resort hotel trip generation rates appeared unreasonably low based on observed trip generation rates recorded during the development of the 2018 Canyons Village Transportation Master Plan. While there are a handful of key factors that might result in trip generation rates closer to those in the original Snow Park Village Traffic Impact Study, including proximity to the interstate and other complementary land uses, estimates in this memorandum used the local rates recorded at the Canyons.

Assumed Mode Shift

To avoid double-counting potential reductions, as was the case in the original Snow Park Village traffic impact study, the trip generation estimates in this memorandum rely solely on mode shift derived from the MXD methodology and underlying assumptions from the regional travel demand model. These reductions, which are shown in the columns titled "% Walk/Bike" and "% Transit," are applied to all proposed land uses. This results in a more conservative and defensible analysis,

however, it does not account for the planned changes to transit service in Park City and the world-class transit facility proposed as part of the Snow Park Village project. Potential mode shift to transit for those traveling to and from Deer Valley may be higher following such improvements.

Reduction in Vehicle Trips due to Implementation of Paid Parking

Charging for parking is a reliable method by which to influence mode choice, and Deer Valley intends to implement paid parking as part of the Snow Park Village proposal. The original Snow Park Village traffic study assumed a reduction in vehicle trips of nearly 18% and applied it to all land uses. This reduction was developed based on approximately 50 studies on the effects of paid parking from across the United States. WCG noted this reduction seemed high based on assumptions about typical Deer Valley clientele and their assumed willingness to pay for fees in addition to lift tickets, meal, lessons, and/or equipment rentals.

Reductions in trip generation due to the implementation of paid parking at Deer Valley have been scaled back to present a more conservative estimate of how parking pricing will affect trip generation. While we agree that some Deer Valley clientele may be much less sensitive to additional costs associated with a day's skiing as presented in the traffic study, almost 45% of existing trips to and from Deer Valley start and end at points along the Wasatch Front, residents of which are more likely to alter their behavior based on willingness to pay (note the massive increase in peripheral on-street parking at a greater distance to ski lifts at Deer Valley's IKON pass-sharing resort, Solitude). Lastly, reductions in trip generation due to the implementation of parking pricing are applied only to the resort hotel-, shopping center-, and recreational community center-generated trips, as proposed residential uses at the site are unlikely to require that residents pay for parking on a daily basis.

Trip Internalization Derived from MXD

A fundamental element of the Snow Park Village proposal is to provide amenities, services, and entertainment options that complement each other and the ski resort itself. This means that peak-hour trips that might occur without complementary land uses are either delayed (so that they do not occur during the peak hours) or do not require a vehicle trip due to proximity of different uses. Trip internalization rates, presented in **Table 1** under the column heading "% Internal Capture" are applied only to the residential-, resort hotel-, and recreational community center-generated trips, and present a more conservative rate of internalization than presented in the original Snow Park Village traffic impact study.

Trip Internalization Derived from Squaw Valley

While the residential, hotel, and community center uses are expected to be destinations unto themselves that will generate a measurable number of peak-hour vehicle trips, the food service and retail uses (shown in **Table 1** as "Shopping enter") are expected to almost exclusively serve guests already at Deer Valley rather than guests traveling to Deer Valley explicitly for those services.

To support this assumption, trip generation estimates for the shopping center uses in this memorandum rely on trip internalization estimates derived from an origin-destination survey conducted at the Squaw Valley, California resort in 2011. Surveys conducted showed that 95-97% of customers at dining and retail uses in a similar context (ski resort base village) were already at the village for other purposes, and did not travel solely for the dining/retail use. Reductions based on the data from Squaw Valley are presented under the column heading "% Resort Int. Capt." And are applied only to the shopping center uses. We assume that employees for these uses will almost exclusively arrive and depart during off-peak periods, resulting in lower reductions for daily trips generated by the shopping center uses.

Conclusion

Trip generation estimates prepared for the original Snow Park Village traffic impact study were based on an older land use plan, double-counted some reductions in vehicle trips, applied others to incorrect land uses, and over-emphasized the potential reductions in vehicle trips derived from paid parking. However, this memorandum relies on several assumptions that are fundamental to the Snow Park Village proposal:

- Complementary land uses will reduce peak-hour vehicle trips by providing alternatives to driving
- Employees will typically arrive and depart during off-peak periods
- Charging for parking is one of the most powerful tools available for influencing mode choice, relying on an appropriate pricing structure being implemented

The trip generation estimates presented in this memorandum represent a conservative set of analyses that will inform a fully revised traffic impact study for the Snow Park Village Project.

Attachment B:
Snow Park Village Parking Management Plan

FEHR PEERS

MEMORANDUM

Date: January 21, 2022

To: Rich Wagner, Deer Valley

From: Fehr & Peers

Subject: Snow Park Village MPD Parking Response

UT20-2245

The current parking experience at Deer Valley follows a well-established surface parking scenario, typical of ski resorts. There are five large surface lots that hold approximately 1,340 cars. There is also a long-standing agreement with Park City to allow for overflow parking on parts of Deer Valley Drive on peak visitation days.

Parking Layout

The proposed redevelopment of the base area (Snow Park) will change the parking experience in three significant ways:

- Parking will be in structures;
- There will be a paid parking program, with variable pricing based on season and demand;
- There will be a robust parking management program that includes parking and availability information to visitors as they approach the development, parking garages, and once within, and will rely heavily on Deer Valley's high-quality customer service provided by trained staff.

For phase 1, the proposed parking garages will be on four levels. Each level will have a prescribed function as outlined below. Parking loading will be managed level by level, utilizing guest services staff and electronic messaging. To help ensure that the majority of traffic coming to Snow Park does not conflict with transit on Doe Pass Road, signing, striping, and prominent wayfinding will direct the majority of personal vehicles to use Deer Valley Drive East to enter the garages, while transit and shuttle vehicles will be directed to Deer Valley Drive West and/or Doe Pass Road. The primary entrances to the garages, for levels P2, P3, and P4, will be from Deer Valley Drive East. There are no internal garage connections between levels allowing each level of the garage to serve

as an independent programmable parking resource. The layout and uses are shown in the attached *Parking Allocation* figure.

P1 Parking – this level will be divided between two user groups with a total of 406 stalls. Hotel/condo uses will have 202 stalls. The other 204 stalls may be utilized by valet parking and/or credentialed access users. Access to this area is from Doe Pass near the intersection Deer Valley Drive west. Due to its restricted uses, demand for spaces on P1 is expected to be relatively low, with hotel patrons parking vehicles for multiple days at once. In addition, it is unlikely that all hotel patrons will need to park at times that coincide with peak day skier arrival, further reducing the expected number of vehicles on Doe Pass Road during peak hours.

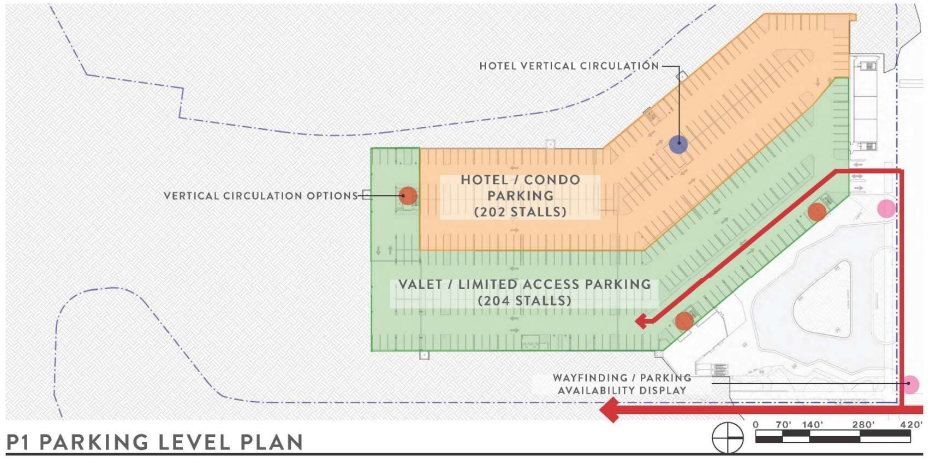
P2 Parking – this level will have 368 stalls. It will primarily be used for winter day skiers and summer resort guests during those seasons, transient parking and special event parking during event periods. Access is provided on Deer Valley Drive East, however an auxiliary exit is provided accessing Doe Pass to add flexibility in managing egress and minimize potential congestion during periods of peak parking demand and special events.

P3 Parking – the primary users for this level will be similar to P2; day users, transient parking, special event parking as well as space dedicated to ski school drop-off/pick-up. There are 375 stalls for these uses. There are an additional 80 stalls for hotel/condo use, for a total of 455 stalls. Access is primarily to/from Deer Valley Drive, however an auxiliary entrance/exit is provided accessing Deer Valley Drive West/Royal Street intersection, which will be dedicated to hotel and condominium uses.

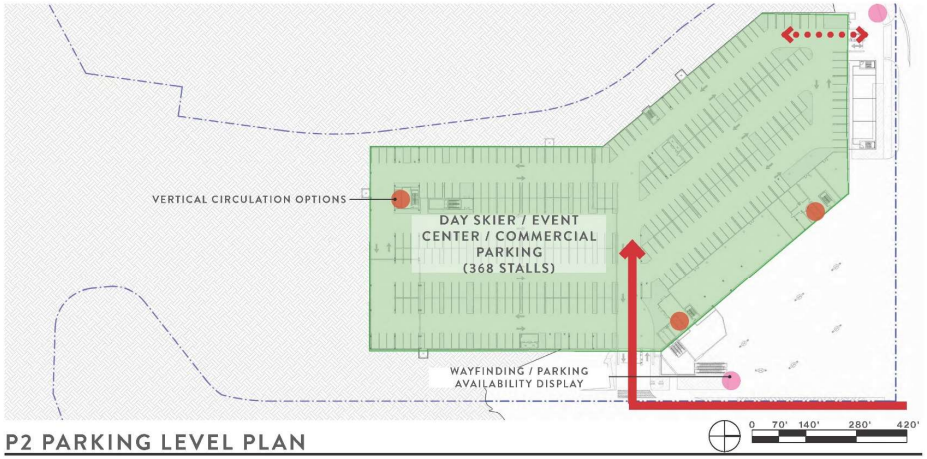
P4 Parking – there are 90 stalls for ski school, valet, and short-term parking on this level. "Short-term" means for visitor parking less than 30 minutes for such purposes as pick-up/drop-off, kiss 'n' ride, and so on. The balance of the parking on this level is 41 for hotel/condo uses.

North Parcel – The north parcel will consist of an additional 450 stalls. These will initially remain surface parking. This area will eventually consist of two levels, NP1 and NP2, and the total parking stalls will remain at 450. The north parcel will have the same level of parking management, including paid parking, and parking management technology, communications via multiple platforms, and high-touch customer service.

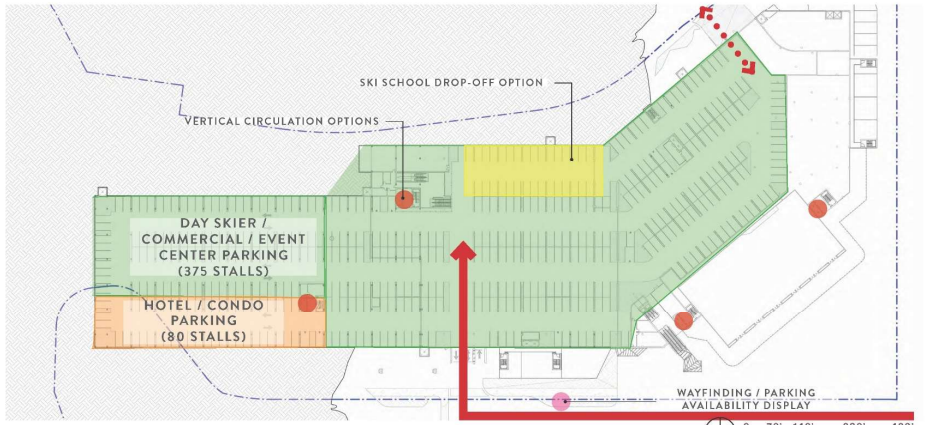
Structured parking layouts ae shown below in **Figure 1**.



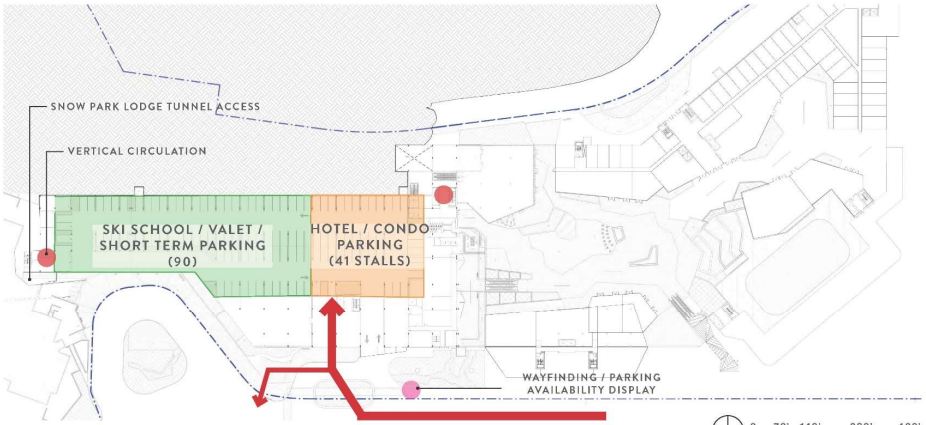
P1 PARKING LEVEL PLAN



P2 PARKING LEVEL PLAN



P3 PARKING LEVEL PLAN



P4 PARKING LEVEL PLAN

Source: IBI Group

Figure 1

Parking Level Layouts

Paid Parking

A paid parking scheme will be implemented in a manner that ensures transactions for inbound traffic do not cause delays which could impact adjacent streets. The price will vary by season and is an important tool to encourage all visitors to travel by modes other than driving alone. Signs and parking processes will be designed to maximize efficiency and minimize congestion.

Recognizing that the much of the typical clientele of Deer Valley are less price-sensitive than many potential parkers, pricing may be adjusted following initial implementation to ensure that the preferred reductions in peak parking demand are achieved.

Communications

To achieve the smoothest parking operations possible, parking information will be made available on Deer Valley's website and integrated into any platforms through which ski passes might be purchased. Additionally, hotel and condominium uses will be expected to incentivize arrival options that do not require parking on-site.

Parking availability by level will be integrated into the design of Snow Park. Parking information will be part of the dynamic wayfinding program included in the development. This information will be available to the visitor via electronic messaging at key decision points along Deer Valley Drive East, including at the newly-configured "Y" intersection of Deer Valley Drives East and West, and as the driver approaches the garage entrances. Parking communication may also be integrated into various phone and web apps operated by the resort, city, county, etc.

Once inside the parking levels, parking availability and general internal wayfinding will be incorporated into the design to improve access rates, guiding visitors to available spaces. The exact technologies and vendors have not been determined at this point, but it will employ the most appropriate and technologically advanced parking and transportation systems to ensure an efficient and user-friendly parking experience with minimal impact on adjacent streets.

Attachment C:
Snow Park Village Transportation Demand Management Plan

Snow Park Village

TDM Plan

Prepared for:
Deer Valley

October 2022

UT20-2245

FEHR PEERS

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1. Project Description and TDM Approach

This Transportation Demand Management (TDM) Plan describes the proposed approach to reduce the total number of vehicle trips at the Snow Park Village project at Deer Valley Resort in Park City, Utah. The Park City Municipal Corporation (PCMC), through its planning department review of the project application, has requested that a standalone TDM Plan be developed for the project. In addition, the City adopted a TDM Plan in 2016 that specifies how the City seeks to reduce vehicle trips through TDM strategies. A reduction in vehicle trips will reduce local pollution, greenhouse gas emissions and improve the quality of life for all who live and work in Park City by reducing vehicle traffic.

This document describes how Deer Valley intends to reduce the number of single-occupancy vehicle (SOV) trips to Snow Park Village using a variety of TDM options. This plan is based heavily on PCMC's existing TDM plan and strategies therein, adopted in August 2016.

Additionally, this plan formalizes TDM offerings that are already provided by Deer Valley to guests and employees for some time. In addition to describing existing offerings, this plan includes new TDM measures to help reduce SOV trips and monitor program effectiveness through ongoing collaboration with PCMC staff and other major destinations in Park City.

1.1 Project Description

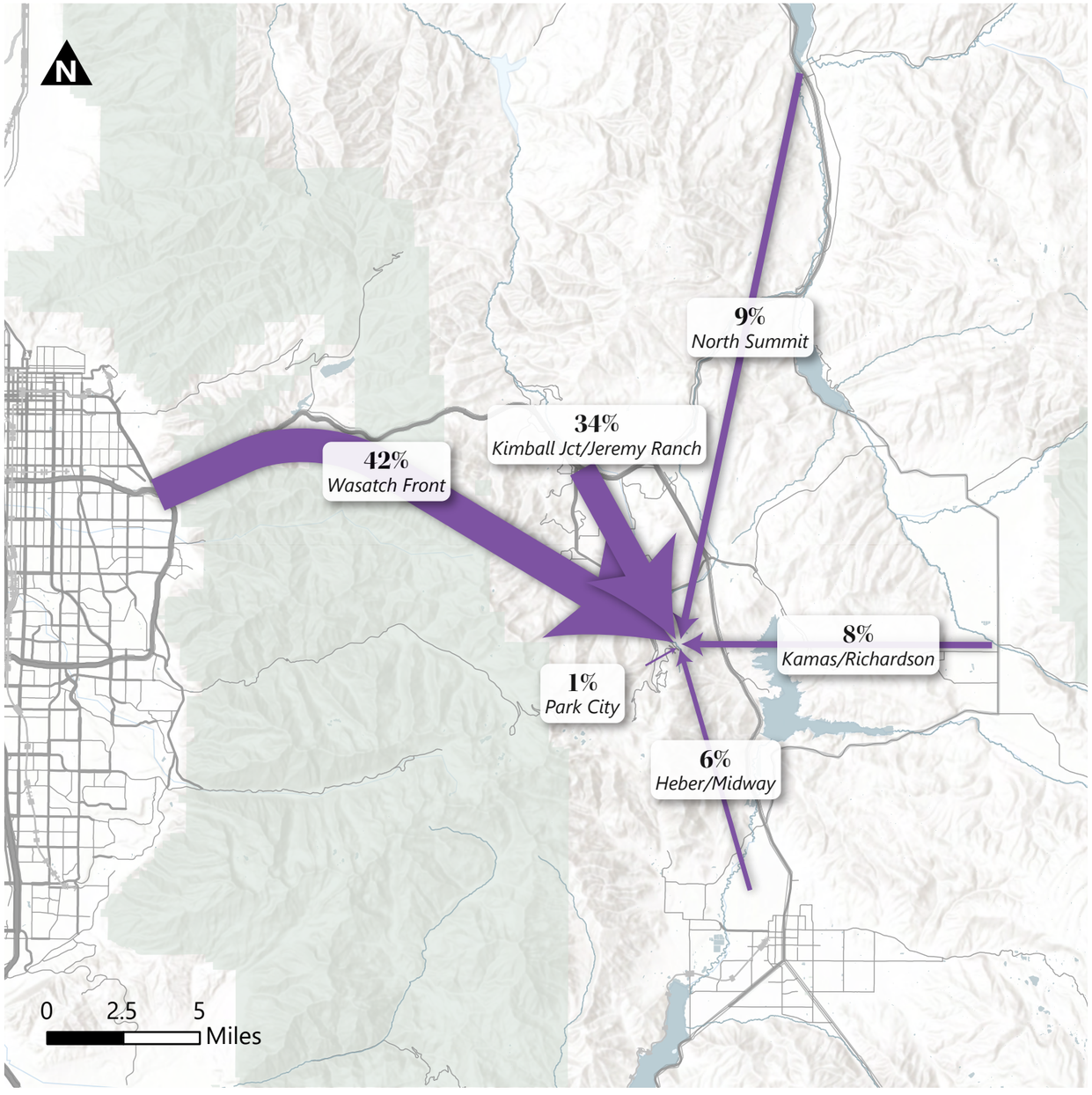
Snow Park Village proposes to repurpose the existing surface parking lots of the Snow Park base area at Deer Valley Resort for a mixed-use development including hotel, residential, retail and events center uses. Snow Park Village is approximately 1.5 miles from downtown Park City and approximately 2.5 miles from the Pak City Mountain Resort base area. Snow Park Village's location in Park City is shown in **Figure 1**.

The bulk of activity at the Snow Park Village is expected to take place during normal business hours. Parking at the site will be priced and include standard and ADA-compliant spaces. Central to the success of the project, a multimodal mobility hub is proposed on Deer Valley Drive, will facilitate non-automobile connections to key destinations in Park City, elsewhere in Summit County, and the Salt Lake Valley. Full build-out of Snow Park Village will include a network of dedicated pedestrian paths within the project, as well as connections to area cycling and pedestrian facilities.

Project Location

1.2 TDM Approach

The success of a TDM program relies on creating a system to manage travel demand that shifts the behavior of those traveling to and from Snow Park from using single occupant vehicles to options other than driving alone. The following sections describe the menu of transportation choices that will make it easier and more convenient to use modes other than driving alone. Through an evaluation of anonymized mobile phone data, provided by a third-party vendor, this Plan has been assembled with the knowledge that a substantial portion of those traveling to and from Deer Valley do so from points around the region. The origins and destinations of Deer Valley's guests and employees are dispersed throughout northern Utah, with the largest share traveling to and from points along the Wasatch Front, as shown in **Figure 2.** This variety of travel patters requires a robust and diverse program to reduce drive alone trips. A diverse and flexible TDM program will allow Deer Valley to match the transportation services to the travel needs of all traveling to and from Snow Park Village. The TDM Plan described in the following sections supports the project's commitment to managing vehicle traffic to and from Snow Park Village while maintaining flexibility in response to changing travel behavior and regional transportation investments.



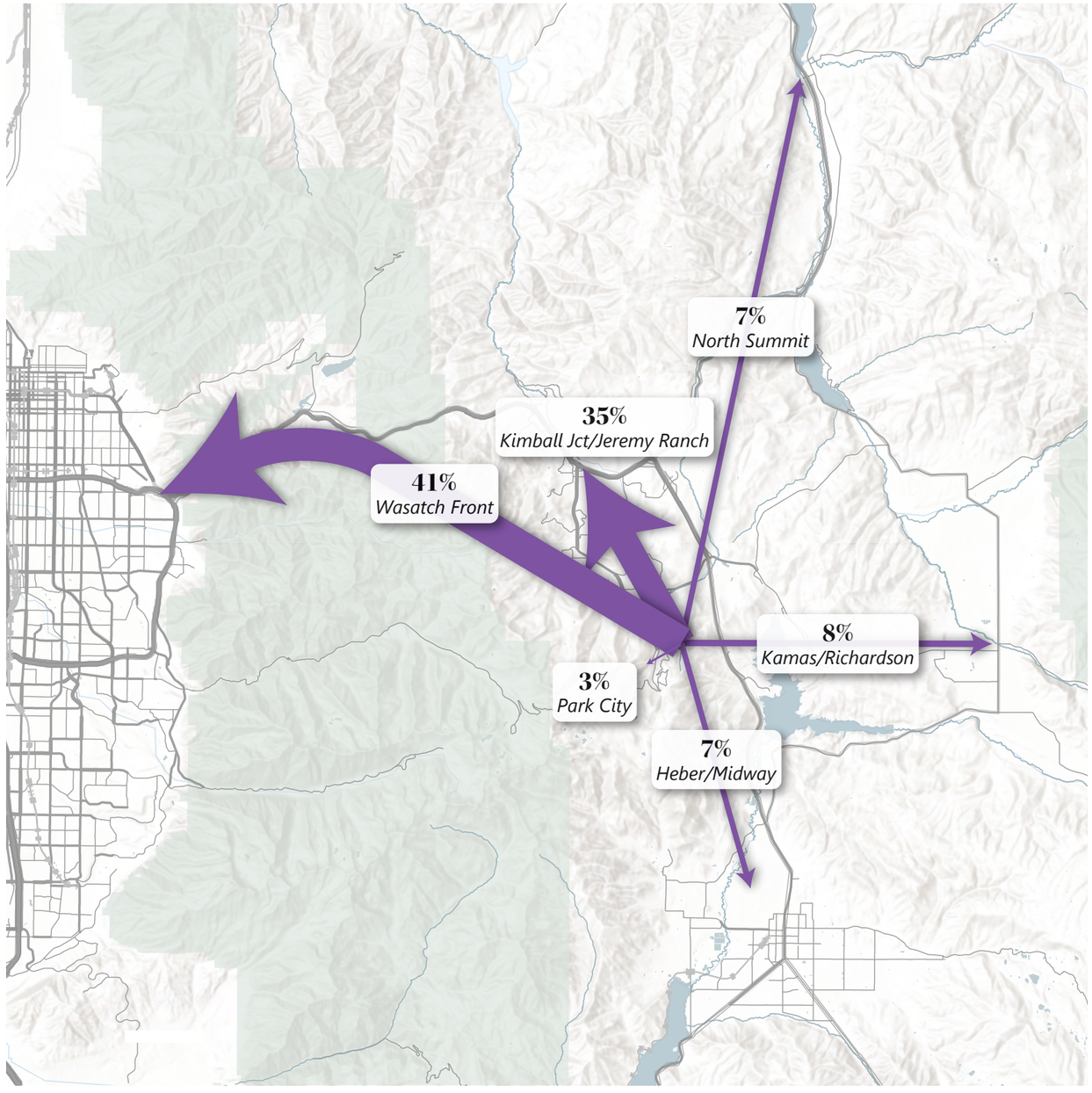


Figure 2

Deer Valley Origin-Destination AM Incoming – PM Outgoing Trends

2. Snow Park Village TDM Program

2.1 Primary TDM measures

Deer Valley will provide a variety of opportunities for those traveling to and from Snow Park to choose travel modes that are not driving alone. These are categorized as incentivizing using transit, riding a bicycle, sharing a car, or some combination thereof. A summary of the Primary TDM measures can be found in **Table 1**.

Table 1: Primary TDM Measures

Measure	Status	Description
Transit pass subsidy	Existing Program	Subsidized UTA transit passes for Deer Valley employees living in Salt Lake Valley and Utah Valley
Bicycle Amenities and Perks	New Program	Bicycle repair tools and dedicated bicycle parking at key locations
Education and Promotion	Existing Program	Educational and promotional events to encourage travelers to use by modes other than driving alone.
Parking Management	New Program	Efficient, constrained, and priced parking to discourage drive-alone trips
Employee Transit	Existing Program	Operate designated employee transit to facilitate efficient employee commutes through an appealing alternative
Real-Time Messaging	New Program	Communicate traffic conditions in real time to travelers
Appoint a TDM Coordinator	New Program	Identify a staff member to oversee the TDM program

Source: Deer Valley

More detailed descriptions of the Primary TDM Measures can be found below.

To incentivize traveling by bicycle, Deer Valley plans to implement the bicycling-based TDM strategies listed in **Table 2**.

Table 2: Bicycling and Walking TDM Strategies

Biking/Walking Strategies	Status	Target User Groups	Description
Implement Bicycle Parking at Key Destinations and Transit Stops	New Program	Day Guests Commuters Employees	Snow Park Village's site plan includes the provision of safe and convenient locations to park bicycles, encouraging their use and removing barriers such as frustration in finding secure parking and bicycle theft. This includes the proposed mobility hub on Deer Valley Drive, a key connecting point for trips to and from Snow Park.
Expand e-Bike Share	New Program	Day Guests Commuters Employees	Snow Park Village will include a relocated PCMC e-bike-share station with direct access to the mobility hub. This will expand coverage of the existing e-bike share service in Park City and enable more non-automobile trips for people traveling to and from Snow Park Village.
Install Bicycle Repair Stand	New Program	Day Guests Commuters Employees	Deer Valley will install two do-it-yourself bicycle repair stands: one at the proposed mobility hub on Deer Valley Drive, and another seasonal stand at the Silver Lake Express base. The repair stands may include an air pump and basic tools to make minor bicycle repairs. Additional repair options include full-service bike shop(s) during the summer season and on-mountain assistance from Bike Patrol.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 3.**

Table 3: Demand Management TDM Strategies

Demand Management Strategies	Status	Target User Groups	Description
Implement Real-Time Information Messaging	New Program	Day Skiers Employees	Deer Valley plans to work with the City, UDOT, and Summit County to deploy VMS boards and other messaging systems at key locations, including approach roads, parking areas, and ski lift bases, to inform those traveling to and from Snow Park Village of current traffic and parking conditions. Additionally, Deer Valley will use its website, social media platforms, and mobile application to notify guests in real time. This will enable

			visitors to make more informed transportation choices allowing for better demand management.
Provide Additional Evening Recreation Opportunities/Amenities:	New Program	Day Skiers Employees Overnight Guests	Providing additional activities, food and beverage options, and/or entertainment for visitors after the ski day has ended is an essential element of the Snow Park Village proposal. Providing opportunities for day skiers to linger at the base area longer will better distribute peak-hour outbound vehicle trips.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 4.**

Table 4: Policy-Based TDM Strategies

Policy Strategies	Status	Target User Groups	Description
Provide Employee Housing	Existing Program	Employees	Deer Valley has and will continue to provide subsidized housing for its employees in and around Park City. The locations of this housing allow for shorter commutes with access to public transit or shuttles, and increases the likelihood of ridesharing among employees. Any active, full-time staff member is eligible for employee housing. Employee housing is distributed throughout Park City and Heber City in areas that are served by public and employee transit.
Provide Employee Amenities	Existing Program	Employees	Deer Valley employees are able use various on-site amenities that will be provided at Snow Park Village, including employee dining rooms that offer discounted meals, and employee locker rooms that allow for storage of personal items to reduce the need for trips off-site during shift changes and during mealtimes.
Childcare	Existing Program	Day Skiers Employees Overnight Guests	Parents managing childcare are among those who are most attached to private vehicles for personal travel, and providing on-site childcare in the form of both nursery/day care programs, and on-mountain options for active childcare will reduce the need for parents to make multiple local trips and enable their use of non-SOV modes by collocating services. Deer Valley employees are eligible for discounted childcare programs.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 5.**

Table 5: Parking TDM Strategies

Parking Strategies	Status	Target User Groups	Description
Implementation of Efficient Parking Schemes	Existing Program	Day Skiers Employees	Deer Valley will continue to assess the need for remote or satellite parking areas for days on which parking demand requires additional capacity beyond that which is provided at the base area itself. The only designated off-site parking location that has been used by Deer Valley is Treasure Mountain Middle School, and is used solely on days of particularly high demand.
Implement Parking Demand Management	New Program	Day Skiers Employees	A fundamental aspect of Snow Park Village's proposed parking system is to charge for parking, a direct incentive to those traveling to Deer Valley to more efficiently utilize vehicle capacity, specifically for day skiers. The cost of parking at Snow Park Village will be set at a level that will incentivize higher-occupancy vehicles when traveling to and from Snow Park, a direct disincentive to drive alone. While many Deer Valley patrons are likely less price sensitive to additional charges such as paid parking, available data suggests that a substantial portion of day traffic originates from points along the Wasatch Front, from where patrons are expected to be more price sensitive to parking fees, increasing their likelihood of mode shift.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the programmatic TDM strategies listed in **Table 6.**

Table 6: Program-Based TDM Strategies

Programmatic Strategies	Status	Target User Groups	Description
Establish a TDM Coordinator	New Program	Employees Day Skiers Overnight Guests	Deer Valley will identify an existing staff member to act as the TDM coordinator, a central source for TDM program information. The TDM coordinator may fill many roles, but may be responsible for: real-time messaging of traffic conditions to travelers, distribute information on new or adapted TDM program offerings, and evaluate the effectiveness and use of TDM program elements. The TDM coordinator will also continue to explore new TDM options that best serve Deer Valley guests and/or employees. The TDM coordinator will be the main point of contact with the City and will facilitate communication in connection with the proposed monitoring program. This coordinator will meet with Park City staff on a regular basis to discuss on-going adjustments to the TDM measures.
Provide Tailored Information and Promotions	Existing Program	Employees Day Skiers Overnight Guests	Deer Valley will develop and distribute targeted messaging and promotions to ensure that different user groups are aware of the TDM measures most relevant to their needs. These promotions may include gamification to further incentivize non-drive alone trips. Deer Valley supports a mobile app used by employees that allows them to organize rides sharing, and identify transit, bike and walking options for their commute. The application also offers incentives to Deer Valley employees for not driving alone to work. Deer Valley will encourage all ski area-serving businesses (namely hotels and other lodging) to further emphasize their transportation offerings that allow guests to rely less on private vehicles and more on shared mobility.

Source: Deer Valley

To incentivize traveling to and from Snow Park by transit, Deer Valley plans to implement the transit-based TDM strategies listed in **Table 7.**

Table 7: Transit TDM Strategies

Transit Strategies	Status	Target User Groups	Description
Provide Employee Transit	Existing Program	Employees	To complement public transit service and supplement in certain areas where public transit may not yet exist, Deer Valley will continue to provide private employee transit to and from Snow Park to allow Deer Valley employees to travel longer distances (such as from Heber City) on employee shuttles. Deer Valley contracts through Le Bus to operate full-sized coach buses for their employees. In a typical (non-Covid) year, Deer Valley provides three AM peak-period and two PM peak-period shuttle runs to serve their employees living in River's Edge and Heber City.
Subsidize Transit Passes for Inter-City Commuters	Existing Program	Employees	Deer Valley provides subsidized Utah Transit Authority passes to employees commuting to Deer Valley from Utah and Salt Lake Valleys.

Source: Deer Valley

3. Program Monitoring and Adaptation

Deer Valley has a strong interest in making trips to and from Snow Park Village as efficient and enjoyable as possible. Doing so is not only a way to improve the overall experience for all who visit Snow Park, but it also allows Deer Valley to contribute to shared goals for reducing traffic impacts within Park City and Summit County.

3.1 Monitoring Program

Deer Valley will conduct internal monitoring to best understand how various user groups are getting to Snow Park, how best to improve their experiences, and how to optimize their experience while minimizing their impact on area traffic and the environment. Elements of the TDM program may be adapted, added, or eliminated over time as Deer Valley strives to achieve maximum effectiveness with its TDM program. The Snow Park TDM program will change over time as travel behaviors change and the transportation context around Snow Park evolves.

Ongoing, real-time traffic monitoring will be enabled by a Deer Valley-funded and managed monitoring traffic monitoring station at the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection. This will allow for ongoing traffic counts, recording of queueing via still imagery, and year-over-year comparison at a crucial intersection in Park City.

The TDM coordinator will be responsible for ongoing collaboration and coordination with PCMC staff to ensure that goals are shared and TDM measures managed by Deer Valley are complementing those enacted by the City. To that end, semiannual meetings will take place among Deer Valley, PCMC staff, and other TDM coordinators:

- Prior to each ski season, relevant parties will gather to share relevant updates for the upcoming season, and identify potential opportunities for collaboration, share expectations for the coming months, and discuss performance metrics to be tracked
- Following each ski season, the same parties will meet to share lessons learned and review program performance as recorded by agreed-upon performance metrics, and establish potential action items during the off-season

With ongoing updates to local transit service operated by both Park City Transit and High Valley Transit, Deer Valley will strive to avoid duplication of transit service offerings. Deer Valley's TDM program is intended to support the use of public transit among the public rather than act as an alternative to public

transit service. As public transit coverage expands, Deer Valley will adapt its program to support local transit agencies.

3.1.1 Annual Monitoring Report

To evaluate the effectiveness of Deer Valley's TDM program, and inform potential adjustments to the program, Deer Valley will develop an annual monitoring report to be submitted to Park City staff for review. Submittal of this report will fall between semi-annual meeting with Park City staff and other TDM program mangers in Park City.

To the greatest extent possible, data collected for this monitoring effort will rely on existing or to-be-implemented sources. This will improve consistency across monitoring periods and allow for flexibility around weather or other events if needed.

Deer Valley will collect the following types of data for their TDM monitoring effort:

- Seven-day vehicle counts at all Snow Park Village driveways, to be analyzed and summarized by a third-party consultant. This data will be analyzed and summarized by a third-party consultant
- Average vehicle occupancy collected on one weekday and one weekend day, collected by a third-party vendor or Deer Valley staff, to be analyzed and summarized by a third-party consultant
- Ski season transit ridership, summarized at the stop and daily levels and provided by transit operators, to be analyzed and summarized by a third-party consultant
- Available data regarding program utilization from the *Ride On Park City* platform, to be analyzed and summarized by a third-party consultant

If additional or revised analyses are requested by the City, those requests can be reviewed and possibly scoped in advance of the first monitoring report.

WALL CONSULTANT GROUP
2139 South 1260 West, Salt Lake City, UT 84119-1464

TECHNICAL MEMORANDUM

Date: Wednesday, May 3rd, 2023

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

From: Jeremy Searle, PE, PTOE and Gary Horton, SE

Subject: Snow Park Village Transportation Analysis Independent 3rd Party Review

Purpose & Background

WCG has been involved as the independent 3rd party review for the Snow Park Village project by Deer Valley since September 2021 and has provided multiple reviews of submitted materials and coordinated with City staff and the Deer Valley team. Through these reviews, meetings, and coordination, the proposed project has become more defined, better aligned with the goals of Park City, and more in tune with the feelings of the surrounding community.

Most recently, WCG was asked to review the updated Transportation Analysis – Shared Mobility Lane Alternative, dated April 2023 for the proposed Snow Park Village Redevelopment project at Deer Valley and provide comments. This memorandum outlines how previous comments on this analysis were addressed. No new concerns were identified in the review.

Summary

Generally, WCG finds **that the applicant's transportation analysis is sound**, and the previous traffic related concerns identified were addressed. **WCG supports the Shared Managed Lane (SML) Plan** proposed by the applicant, noting that this plan provides the best use of public right of way by providing improvements for transit balanced with bike lanes, while also improving transportation for all modes of travel in a safe manner. The proposed transit priority traffic signals provide Park City the flexibility needed to improve traffic operations while prioritizing transit when needed. There are a few comments related to driveway design/layout (comments #10, 11, 12) that are not critical to preliminary approvals, and will be addressed during final design review and approval. All addressed comments are marked with a green check mark. ✓

Previous Comments

Previously, the Applicant had requested a 20 percent parking reduction for the development. Recently, they have changed their application to provide the full amount of required parking, which results in a total of 2,262 required parking stalls. The increase in the number of parking also results in an expected increase in trips generated. Previously, the Applicant had submitted a PowerPoint in February 2023 outlining their proposed changes to the trip generation calculations and assumptions. WCG had previously reviewed this submittal and provided the following comments. Underneath each comment is an explanation of how each was addressed in the latest transportation analysis:

1. Why did the assumed transit reduction percentage increase with the removal of the parking reduction request? It would seem likely that transit ridership would decrease with the availability of more parking stalls.

This was addressed by decreasing the transit reduction from 3% to 1.5% daily and during the PM peak hour, and 1% during the AM peak hour. This change in calculating the trip generation is in line with what is expected with the increase in parking. Therefore, this comment has been addressed.

2. The diagram on slide 7 shows existing incoming and outgoing trips during the AM and PM peak hours. It also indicates that a 5% reduction on these counts was assumed to account for background traffic to Solamere and Queen Esther. However, the diagram shows the counts on DVD East being collected beyond Solamere and Queen Esther. If the diagram is accurate, a 5% reduction would not be needed for these counts. Please clarify these numbers and assumption.

This was addressed by removing the 5% reduction that was previously assumed. Therefore, the diagram, percent reduction, and overall comment are not relevant anymore.

3. Why was a daily trip generation total not calculated with the revised assumptions? Please provide a daily trip generation total for the development assuming no parking reduction.

This comment was addressed by providing an updated trip generation table in the new transportation analysis report, including a daily trip generation total. The projected number of daily trips from the development is 3,616 trips, with 261 during the AM peak hour and 322 during the PM peak hour.

4. Please provide a more detailed parking program for the planned stalls. How many will be reserved for residents, for the hotel, day skiers, etc? The parking program will greatly influence the trip generation for the project.

This comment was addressed with the Snow Park Village Parking Management Plan included as Attachment B in the transportation analysis report. This report provides details on the number of parking for each use, how each parking level is programmed, circulation, paid parking, etc.

5. Once the trip generation numbers are finalized, an updated traffic analysis is recommended to determine the impact of the additional trips.

This comment was addressed with the new transportation analysis report, which is dated April 2023. The new report includes updating trip generation, analyses, parking information, pick-up / drop-off loop analyses, etc.

6. Park City Municipal Corporation (PCMC) has a stated goal of reducing peak-hour traffic volumes by 20% citywide. The applicant's project will add peak hour traffic in the most congested areas of the City.

a. It is recommended that PCMC staff and the Applicant identify specific goals that can be measured and achievable. The Deer Valley team has outlined a detailed TDM plan and a monitoring system. The next step is to finalize the plan and identify the objectives that should be met with the annual data monitoring program.

This comment has been partially addressed through the Applicants detailed TDM plan, which outlines extensive efforts to reduce peak hour traffic. The final step is to continue to work with City Staff to identify specific metrics and objectives that can be monitored over time and be flexible in making adjustments as needed.

7. The Applicant's trip distribution assumptions between Deer Valley Drive East and West should be further justified and supported. If the distribution assumed in the TIS is different in reality, additional queuing will result on Deer Valley Drive East and West, as well as Doe Pass Road.
   a. The most recent plan submitted by the Applicant includes a signal at the "Y-intersection", which alleviates much of the concern regarding the distribution and potential queuing at that intersection. The signal timing can be adjusted, and transit priority can be added to provide flexibility for different distributions and transit needs.
   b. It is recommended that ingress into the parking garages be carefully monitored to ensure that queues do not develop and back up onto City streets. If the Applicant's distribution assumptions are not correct this could further exacerbate this concern.
   c. Similarly, the drop-off and pick-up area east of Snow Park Lodge should be monitored to ensure queues do not develop and back up onto City streets.

This comment was addressed in the most recent transportation analysis report (April 2023). The distribution was adjusted to more closely match existing travel patterns, and a sensitivity analysis was completed to show the impacts of changes to the distribution percentages. In addition, clarification on parking ingress and egress times were confirmed through WGI, a parking garage design and operations consultant, providing additional confidence in the parking garage assumptions. Finally, a detailed analysis of the drop-off and pick-up area east of Snow Park Lodge was completed. This included data on the average dwell time for vehicles in the pick-up / drop-off area collected in January 2022. This analysis provides a much clearer understanding of how the pick-up / drop-off area will operate. It shows that during peak times it is anticipated to operate at LOS E, with an average of 44 sec/veh of delay, however it does not impact adjacent intersections. The report suggests that added efficiencies with on-site staff will help improve operations as needed.

8. The additional VISSIM transportation analysis does not consider actual travel conditions, downstream impacts, or other common causes of delay in the Deer Valley Loop during peak traffic hours or weather/special events. PCMC has provided actual travel times of buses traveling these roads during ski season. Utilization of this data to calibrate the model could provide a more accurate view of the benefits of the SML to transit during peak congestion times.

a. It is recommended that the Applicant refine and calibrate the VISSIM model to better represent actual conditions and provide a better representation of the proposed project conditions.

This comment was addressed by the Applicant further refining the VISSIM model, including collecting additional dwell time data for the pick-up/drop-off loop. Park City also provided transit travel time data to further refine the model.

Additional explanation was provided in the report, "The simulation shows traffic circulation with minimal delays with the proposed configuration in peak ski season conditions. Because of the lack of congestion, the buses simulated in this analysis travel in near free-flow conditions. This was due to the models being calibrated to typical travel times. Bus and vehicle travel time measurements were provided by Deer Valley and Park City, which showed several outlier days with excessive travel times. However, the calibrated VISSIM model travel times were closer to the median travel times observed from the data."

9. The applicant does not provide enough detail about the assumptions for the pick/up drop off loop of 100 pick/up drop/off vehicles, 50 Transportation Network Company (TNC) vehicles, and 50 Valet vehicles were developed.
    a. WCG has requested additional detail outlining what data was collected to support these assumptions and what happens to the internal circulation if these numbers are low.

This comment was addressed with a detailed analysis for the drop-off and pick-up area in the latest transportation analysis report (April 2023). This included data on the average dwell time for vehicles in the pick-up / drop-off area collected in January 2022. This analysis provides a much clearer understanding of how the pick-up / drop-off area will operate. It shows that during peak times it is anticipated to operate at LOS E, with an average of 44 sec/veh of delay, however it does not impact adjacent intersections. The report suggests that added efficiencies with on-site staff will help improve operations as needed.

10. Some driveway widths do not appear to meet LMC § 15-3-4(C) requirements but may facilitate efficient garage ingress.

As conditions of final approval, these modifications need to be addressed with the final design.

11. The intersection of Royal Street and a proposed new driveway across the street do not appear to meet LMC § 15-3-3(H) requirements.
    a. It is recommended that the Applicant coordinate with City Staff on adjustments to the proposed driveway to meet City code.

As conditions of final approval, these modifications need to be addressed with the final design.

12. The driveway spacing of some driveways on Doe Pass Road does not appear to meet LMC § 15-3-3(H) requirements
    a. It is recommended that the Application coordinate with City Staff on adjustments to driveway spacing on Doe Pass Road to meet City code.

As conditions of final approval, these modifications need to be addressed with the final design.

13. A review of the bus auto-turn templates show that buses can make the required turning movements.
    a. It is recommended that another review be completed in the final design phases.

As noted above, the current design does meet bus turning requirements. Additional review is required with any design changes.

Applicant Proposed Mitigation Measures

The Applicant proposed to implement the following mitigation measures to improve traffic operations, safety, active transportation, and transit operations:

1. Reconfiguring the "Y-intersection" and adding signalized traffic control, which helps to establish a new access pattern for visitors while providing safety for pedestrians and bicyclists, as well as transit pre-emption.
2. A new left-turn deceleration and acceleration lane at Solamere Drive and Queen Esther Drive.
3. Reducing parking demand by implementing paid parking and shared parking for the development.
4. Improving the active transportation network with new or improved trails, safer crossings, and multi-use paths.
5. A new on-site mobility hub with space for six buses and additional amenities.
6. A new traffic signal at the intersection of Doe Pass Road / Deer Valley Drive East with transit signal pre-emption capabilities to expedite transit service into and out of the proposed mobility hub.
7. Either dedicated bike lanes or bike lanes during the summer and dedicated transit lanes during the peak winter season, depending on which transportation alternative is chosen.
8. A detailed transportation demand management plan that outlines a lot of measures the applicant is both currently doing and new measures that they plan to implement to reduce travel demand (see Snow Park Village TDM Plan for details).

Snow Park Traffic Study Independent Review

Wall Consultant Group

June 15, 2023

Overview

WCG provided an independent 3rd party review, including

- 17 different applicant submittals
- 11 different formal reviews of the proposed development.
- Numerous meetings with the applicant and City staff

Trip Generation

Table 3: Snow Park Traffic

	Daily			AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total	In	Out	Total
Existing Traffic	5,221	5,329	10,550	770	249	1,019	333	903	1,236
New Trips	1,808	1,808	3,616	176	85	261	115	207	322
Total Trips	7,029	7,137	14,166	946	334	1,280	448	1,110	1,558

Parking Comparison

The applicant is currently proposing **2,236** total stalls on site for Snow Park, as required by City code. Previously, a 20% reduction in parking was proposed (Nov. 2022 study)

Table 2: Trip Generation Comparison

Trip Generation			
Period	**Nov 2022 Study**	**Mar 2023 Update (Full Parking Supply)**	**Difference**
Daily	2,276	3,616	1,340
AM Peak Hour	162	261	99
PM Peak Hour	204	322	118

Table 3: 2040 Plus Project Peak Hour Total Traffic Volume Assumptions

Traffic Volume Assumptions								
Period	**Nov 2022 Study**			**Mar 2023 Update (Full Parking Supply)**			**Increase in Total Vehicles**	**% Increase in Total Traffic**
	Inbound	**Outbound**	**Total**	**Inbound**	**Outbound**	**Total**		
AM Peak Hour	1,043	454	**1,497**	1,136	460	**1,596**	99	7%
PM Peak Hour	584	1,195	**1,779**	595	1,302	**1,897**	118	7%

Mitigation Measures Proposed by Applicant

1. Reconfiguring the “Y-intersection” with the addition of signalized traffic control
    - new access pattern for visitors
    - safety for pedestrians and bicyclists
    - transit pre-emption
2. A new left-turn deceleration and acceleration lane
    - Solamere Drive
    - Queen Esther Drive
3. Reducing parking demand by
    - implementing paid parking
    - shared parking for the development
4. Improving the active transportation network with
    - new or improved trails
    - safer crossings
    - multi-use paths

Mitigation Measures Proposed by Applicant

5. A new transit mobility hub
   - Room for 6 buses
   - Restrooms & lockers
   - Additional amenities
6. Traffic signal at Doe Pass Road / Deer Valley Drive East
   - Transit pre-emption
   - Safety for pedestrians and bicyclists
7. Shared Mixed Lanes
   - Bike Lanes during summer
   - Dedicated transit lanes during peak winter season
8. Transportation Demand Management (TDM) Plan
   - Outlines existing programs and efforts to reduce trips
   - Identifies new strategies to reduce trips
   - See Snow Park Village TDM Plan for details

Latest Traffic Impact Study Review

Please see the WCG review memo dated May 3rd, 2023 for details.

A few highlights of our review include:

- Concerns with trip generation and distribution were corrected
- Questions about parking were addressed with a detailed parking management plan
- Concerns about the pick-up / drop-off area were addressed
- The VISSIM model was calibrated and refined with additional data

Recommended Next Steps

WCG recommends the following next steps:

- PCMC Staff and the Deer Valley Team establish a regular TDM meeting schedule
- Implement a monitoring system
- Establish clear goals and metrics that can be tracked and measured
- Be flexible in trying new methods for reducing travel demand
- Consider reservation parking and reconsider the parking reduction with offsite mitigation (20% reduction to support Park City goals)
- Driveway spacing and access widths can be refined if the project proceeds towards final design