



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, December 6, 2023**

**9:00 AM**

**FrontLines Headquarters**

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Beth Holbrook
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of November 8, 2023 Board Meeting Minutes
  - b. Approval of November 1, 2023 Board Budget Hearing Minutes
  - c. Oath of Office: Officer and Acting Comptroller - Eric Barrett
6. **Reports**
  - a. Executive Director Report Jay Fox
    - UTA Commendations
  - b. Discretionary Grants Report Gregg Larsen  
Alma Haskell
  - c. Community Advisory Committee Report Nichol Bourdeaux  
Megan Waters
7. **Discussion Items**
  - a. Proposed 2024 Final Budget Viola Miller  
Brad Armstrong

**8. Resolutions**

- a. R2023-12-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority’s Board of Trustees and Audit Committee for Calendar Year 2024 Carlton Christensen
  
- b. R2023-12-02 - Resolution Adopting the Authority’s 2024-2028 Capital Plan David Hancock  
Daniel Hofer
  
- c. R2023-12-03 - Resolution Approving the Naming of the Midvalley Bus Rapid Transit System as the Midvalley Express “MVX” G.J. LaBonty  
Katie Morrison
  
- d. R2023-12-04 - Resolution Authorizing the Financing of Transit Vehicles through the 2023 Equipment Lease-Purchase Agreements, and Related Matters Rob Lamph  
Randall Larsen
  
- e. R2023-12-05 - Resolution Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases and Ratifying Certain 2023 Parts Inventory Purchases and Disbursements Todd Mills

**9. Contracts, Disbursements and Grants**

- a. Contract: Replacement of Air Handler Units at Ogden Bus Garage (Smith Co.) Kevin Anderson  
Guy Miner
  
- b. Contract: Davis-Salt Lake City Community Connector Environmental & Preliminary Design (Horrocks Engineers, Inc.) Patti Garver  
Alex Beim
  
- c. Contract: Claims Management Software (Origami Risk, LLC) Kyle Brimley
  
- d. Contract: Insurance Broker Services and Premium Disbursements (Alliant Insurance Services, Inc.) Dave Pitcher
  
- e. Contract: FrontRunner Wayfinding Signage Phase I (Serigraphics Sign Systems, Inc.) G.J. LaBonty
  
- f. Contract: Funding Memorandum of Agreement for Public Transit Services through Big and Little Cottonwood Canyons (Salt Lake County) Russ Fox
  
- g. Pre-Procurements Todd Mills
  - Mt. Ogden Administration Building Design

**10. Service and Fare Approvals**

- |    |   |                           |
|----|---|---------------------------|
| a. | Contract: 2023/2024 Ski Bus Agreement (Brighton Resort) | Russ Fox<br>Kensey Kunkel |
| b. | Contract: 2023/2024 Ski Bus Agreement (Snowbird Resort) | Russ Fox<br>Kensey Kunkel |

**11. Budget and Other Approvals**

- |    |                               |            |
|----|-------------------------------|------------|
| a. | UTA Policy - UTA.01.01 Ethics | Mike Hurst |
|----|-------------------------------|------------|

**12. Discussion Items**

- |    |                                    |  |
|----|------------------------------------|--|
| a. | UTA Fee Schedule                   | Tim Merrill<br>Eric Barrett<br>Michael Goldman |
| b. | Customer Experience Program Update | Russ Fox<br>G.J. LaBonty                       |

**13. Other Business**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Next Meeting: Wednesday, December 20th at 9:00 a.m. |
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**14. Closed Session**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Strategy Session to Discuss Collective Bargaining |
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**15. Open Session**

Chair Carlton Christensen

**16. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link- [https://rideuta.zoom.us/webinar/register/WN\\_zS0pCJ7RT5-OIH7QRbynVA](https://rideuta.zoom.us/webinar/register/WN_zS0pCJ7RT5-OIH7QRbynVA) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.

- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, December 5th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 12/6/2023**

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

**TITLE:**

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**Approval of November 8, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the November 8, 2023, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday November 8, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/870059.html>](https://www.utah.gov/pm/sitemap/notice/870059.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2023-11-08\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, November 8, 2023**

**9:00 AM**

**FrontLines Headquarters**

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

**Remote:** Trustee Beth Holbrook

Also attending were UTA staff and interested community members.

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

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

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Dave Hancock, UTA Chief Capital Services Officer, delivered a brief safety message.

**4. Public Comment**

**In Person/Virtual Comment**

No in person or virtual comment was given.

**Online Comment**

No online comment was received.

**5. Consent**

**a. Approval of October 25, 2023 Board Meeting Minutes**

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

**6. Reports****a. Executive Director Report**

- UTA Commendations
- Team Award - Operator Hiring & Training Teams

**Executive Director's Recent Activities**

Jay Fox, UTA Executive Director, mentioned his attendance at a Utah Clean Cities event and commended Utah's leadership in advancing clean fuels. He also commented on an event he attended in Utah County to discuss growth and thanked staff who coordinated the recent intercity passenger rail luncheon hosted by the agency.

**UTA Commendations**

Mr. Fox was joined by Mr. Hancock; Alisha Garrett, UTA Chief Enterprise Strategy Officer; Sarah Johnson, UTA Director of Organizational Excellence; and Jared Scarbrough, UTA Director of Capital Construction.

Ms. Garrett and Ms. Johnson recognized Jason Christiansen, UTA Bus Vehicle Maintenance Supervisor, who was honored with the first UTA Continuous Improvement Excellence Award.

Mr. Scarbrough was joined by Heidi Beynon, UTA Senior Office Specialist - Asset Management; Kyle Stockley, UTA Manager of Capital Vehicles; and James Larson, UTA Senior Communications & Marketing Strategist. Mr. Scarbrough recognized the team that worked with the Utah Department of Transportation (UDOT) to coordinate UTA's participation in the Utah Transportation Conference. Team members then spoke about the different types of efforts associated with the conference.

The board commended staff for their exceptional work.

**Team Award - Operator Hiring & Training Teams**

Mr. Fox was joined by Kim Shanklin, UTA Chief People Officer. Ms. Shanklin recognized the recruitment and training teams for their work related to operator staffing.

**b. Investment Report - Third Quarter 2023**

Rob Lamph, UTA Assistant Treasurer, delivered the third quarter 2023 investment report. As of September 30, 2023, the combined yield for UTA's accounts was 4.23%. Collectively, the agency's investments were mixed in their performance against the federal funds rate benchmark but were trending upward overall.

Discussion ensued. A question on UTA's cash balance was posed by the board and answered by Mr. Lamph.

**c. Financial Report - September 2023**

Ms. Miller was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; Gregory Andrews, UTA Senior Financial Analyst; and Dean Hansen, UTA Manager of Systems Engineering.

Staff reviewed the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending, including spending by project

Discussion ensued. Questions on bus propulsion power, 2024 sales tax forecast, red signal enforcement, and paratransit study results were posed by the board and answered by staff.

Trustee Beth Holbrook left the meeting at 10:03 a.m.

**7. Resolutions****a. R2023-11-01 - Resolution Adopting the 2024 and 2025 Eco Pass Fare Structure of the Agency**

Kensy Kunkel, UTA Manager of Fare Strategy, summarized the resolution, which sets the Eco Pass fare structure for the agency for 2024 and 2025. She said the total anticipated Eco Pass revenue for 2024 is \$4.3-\$4.5 million.

(Note: The Eco Pass fare structure is detailed in the meeting packet. Offline, Ms. Kunkel noted an error in the summary memorandum. The corrected information in the memorandum should read, "The agency anticipates a slight increase in revenue as new pass partners are onboarded and pass utilization by current partners increases. The total forecasted Eco Pass revenue for 2024 is anticipated to increase by 3-5% as compared to 2023 or about a \$130,000-\$210,000 increase over 2023.")

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

**b. R2023-11-02 - Resolution Authorizing Execution of Amendment 2 to an Interlocal Cooperation Agreement with Salt Lake County, the University of Utah, the Division of Air Quality, and Salt Lake City Corporation to Install Air Quality Monitoring on Electric Buses**

Hal Johnson, UTA Acting Director of Innovative Mobility Solutions, explained the resolution, which establishes an interlocal cooperation agreement among UTA, Salt Lake County, the University of Utah, the Division of Air Quality, and Salt Lake City Corporation to install air quality monitoring technology on three UTA electric buses and analyze the resulting data.

Discussion ensued. A question on air quality monitoring using UTA vehicles outside of Salt Lake County was posed by the board and answered by Mr. Johnson.

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

**c. R2023-11-03 - Resolution Amending General Expenditure and Disbursement Authority to Non-Inventory Vendors**

Ms. Miller summarized the resolution, which adds HealthEquity, the administrator of UTA's health savings accounts, to the list of non-inventory vendors to which staff is authorized to disburse funds exceeding \$200,000. The disbursement to HealthEquity for 2023 will be \$1.1 million.

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

**d. R2023-11-04 - Resolution Appointing Eric Barrett as Officer and Acting Comptroller of the Authority**

Chair Christensen was joined by Eric Barrett. Chair Christensen explained the resolution, which appoints Mr. Barrett as Officer and Acting Comptroller for UTA while the current comptroller is out on leave.

(Note: The oath of office for Eric Barrett does not need to be taken in a public meeting and will be administered in the near future.)

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

**8. Contracts, Disbursements and Grants**

**a. Contract: Job Testing and Video Interview Software (Criteria Corp)**

Kyle Brimley, UTA IT Director, was joined by Greg Gerber, UTA Director of Talent Acquisition. Mr. Brimley requested the board approve a \$391,590 contract with Criteria Corp for a service contract to provide job testing and video interview software for 3 base contract years and 2 additional option years.

Discussion ensued. A question on the current job testing and video interview software was posed by the board and answered by staff.

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

**b. Contract: Surplus S70 Brake System Parts (Wabtec Passenger Transit)**

Todd Mills, UTA Director of Supply Chain, was joined by Marco Gamonal, UTA Manager of Light Rail Vehicle Maintenance, and Roberto Balsamo, UTA Light Rail Vehicle Maintenance Supervisor - Parts, Tools & Equipment. Mr. Mills requested the board approve a \$648,763.16 contract with Wabtec Passenger Transit for the purchase of S70 light rail vehicle brake system parts.

Discussion ensued. Questions on how long the brake system inventory will last and lifespan of parts were posed by the board and answered by staff.

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

**c. Contract: Tire Lease and Service Program (The Goodyear Tire and Rubber Company)**

Lorin Simpson, UTA Special Project Manager - Fleet, was joined by Nathan Hess, UTA Fleet Engineering Supervisor. Mr. Hess requested the board approve a \$7,050,525.12 contract with The Goodyear Tire and Rubber Company for bus tires and related service. The contract has a three-year base term. Execution of additional option years will require board approval.

Discussion ensued. A question on leasing versus purchasing was posed by the board and answered by Mr. Hess.

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

**d. Contract: Microsoft Azure Software - Additional Hosting Services (SHI International Corp.)**

Mr. Brimley requested the board approve a \$525,000 contract with SHI International Corp. for Microsoft Azure products and services. He noted the board approved a

\$245,000 contract for Azure hosting services on April 26, 2023, that was intended to provide services through April 2024; however, the approved contract has now been exhausted due to unexpected growth and increased demand for services at the agency and additional support is required. The contract addressed in today's meeting will cover the additional cost for services through April 30, 2024.

Discussion ensued. A question on the nature of the services needed was posed by the board and answered by Mr. Brimley.

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

e. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-121 - S-Curve Guard Rail Procurement (Stacy and Witbeck, Inc)**

Jared Scarbrough, UTA Director of Capital Construction, was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager. Staff requested the board approve a \$518,081 change order to the contract with Stacy and Witbeck, Inc. for the purchase of guard rail to be installed on the S-curves on the TRAX Red Line near the University of Utah.

Discussion ensued. Questions on the anticipated shutdown time were posed by the board and answered by staff.

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

f. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-115 - Rice Interlocking Double Crossover Design (Stacy and Witbeck, Inc.)**

Mr. Scarbrough was joined by Mr. Wouden. Staff requested the board approve a \$245,299 change order to the contract with Stacy and Witbeck, Inc. for design work on the Rice interlocking double crossover on the TRAX Red Line.

Discussion ensued. A question on the possibility of performing this work in tandem with the S-curve replacement was posed by the board and answered by staff.

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

g. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-118 - 450 East Double Crossover Design (Stacy and Witbeck, Inc.)**

Mr. Scarbrough was joined by Mr. Wouden. Staff requested the board approve a \$244,229 change order to the contract with Stacy and Witbeck, Inc. for design work on the 450 East double crossover on the TRAX Red Line.

The total Stacy and Witbeck, Inc. on-call task order contract value, including the change orders discussed in today's meeting, is \$31,417,487.

- A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this change order be approved. The motion carried by a majority vote.
- h. Change Order: Bus Stop Shelter Procurement Amendment No. 1 - Additional Shelters (Brasco International, Inc.)**
- Travis Colledge, UTA Project Manager III, requested the board approve a \$1,072,250 amendment to the contract with Brasco International, Inc. for the purchase of 75 bus shelters. The not-to-exceed amount of the contract, including the amendment, is \$3,617,550.
- Discussion ensued. A question on whether the shelters are preassembled was posed by the board and answered by Mr. Colledge.
- A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this change order be approved. The motion carried by a majority vote.
- i. Change Order: Memorandum of Understanding Amendment No. 1 - Extension and Energy Action Plan (Rocky Mountain Power)**
- Mr. Johnson was joined by James Campbell, Rocky Mountain Power Director of Innovation and Sustainability Policy. Mr. Johnson requested the board approve an amendment to the memorandum of understanding (MOU) with Rocky Mountain Power (RMP) outlining an energy action plan. The amendment incorporates collaborative efforts and commitments supporting the energy action plan and extends the termination date of the MOU to September 4, 2035.
- Discussion ensued. Questions on demand management components of the traction power substation (TPSS) project, grid system capacity to support electric vehicle charging, and security options at electric charging stations were posed by the board and answered by Mr. Johnson and Mr. Campbell.
- A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this amendment be approved. The motion carried by a majority vote.
- j. Pre-Procurements**
- **Additional Non-Revenue Vehicle Leasing**
  - **Overhead Doors for Depot District CNG Fueling Station**
  - **Engineering Consulting Services**
- Mr. Mills was joined by Ms. Miller, Mr. Lamph, and Mr. Hofer. Mr. Mills indicated the agency intends to procure the goods and/or services listed on the meeting agenda.
- Discussion ensued. Questions on vehicle leasing versus purchase, cash flow savings from leasing, interest rates on vehicle leases, and Depot District overhead door warranty were posed by the board and answered by staff. Chair Christensen requested more information on the non-revenue vehicle leasing plan.
- Mr. Mills also noted purchases through several inventory vendors who were authorized

to be paid through a general expenditure and disbursement authority resolution passed earlier in the year have exceeded the authorized amounts. He indicated staff would be requesting revised authority from the board in December 2023 to pay these vendors.

Chair Christensen acknowledged no action could be taken since the item was not noticed on the agenda, but noted that some disbursements may need to be made prior to formal adoption of a new resolution in December.

Chair Christensen called for a recess at 10:51 a.m.

The meeting reconvened at 11:11 a.m.

## 9. Service and Fare Approvals

### a. **Contract: 2023/2024 Ski Bus Agreement (Solitude Mountain Ski Area, LLC)**

Russ Fox, UTA Director of Planning, was joined by Ms. Kunkel. Staff requested the board approve a contract with Solitude Mountain Ski Area, LLC to provide expanded employee vanpool service for the 2023-2024 ski season. The contract has an estimated value of \$118,598 to \$158,129, depending on volume.

Discussion ensued. Questions on the status of agreements with other resorts, canyon congestion caused by resort employee traffic, canyon street parking solutions, public education on traffic management efforts in the canyons, and ski season start date were posed by the board and answered by staff.

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

### b. **Contract: 2023/2024 Ski Bus Agreement (Alta Ski Area)**

Mr. R. Fox was joined by Ms. Kunkel. Staff requested the board approve a contract with Alta Ski Area to provide expanded employee vanpool service for the 2023-2024 ski season. The contract has an estimated value of \$61,680 to \$82,481, depending on volume.

Discussion ensued. A question on contract provisions for exceeding ridership projections was posed by the board and answered by staff.

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

### c. **Fare Agreement: Education Pass Agreement (Ensign College)**

Ms. Kunkel requested the board approve a \$450,550 education pass (Ed Pass) agreement with Ensign College for the provision of transit service to students and college employees. The contract has a three-year term and covers the 2024, 2025, and

2026 school years.

Discussion ensued. A question on the contract price increase was posed by the board and answered by Ms. Kunkel.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this fare agreement be approved. The motion carried by a majority vote.

**d. Fare Agreement: Ski Bus Agreement - Amendment 1 (Sundance Ski Resort)**

Ms. Kunkel requested the board approve a \$16,750 amendment to the contract with Sundance Ski Resort to extend the existing ski bus agreement for an additional year. The total contract value, including the amendment, is \$33,500.

Discussion ensued. A question on service levels at Sundance was posed by the board and answered by Ms. Kunkel.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this amendment be approved. The motion carried by a majority vote.

**e. Fare Agreement: Ski Salt Lake Super Pass - Amendment 2 (Visit Salt Lake)**

Ms. Kunkel requested the board approve a \$9,500 amendment to the contract with Visit Salt Lake to extend the Ski Salt Lake Super Pass through the 2023-2024 ski season. The total contract value, including the amendment, is \$29,300.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this amendment be approved. The motion carried by a majority vote.

**10. Budget and Other Approvals**

**a. TBA2023-11-01 - Technical Budget Adjustment for Capital Budget Transfers**

Ms. Miller was joined by Mr. Hofer and Mr. Andrews. Mr. Andrews explained the technical budget adjustment, which transfers \$4.085 million to the capital budget to support the delivery of various projects, as outlined in the meeting presentation and packet.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this technical budget adjustment be approved. The motion carried by a majority vote.

**11. Discussion Items**

**b. S-Line Extension Update**

(Note: Discussion on Item 11.b. took place before discussion on Item 11.a.)

Marcus Bennett, UTA Project Manager III, described the project purpose and benefits. He said UTA and Salt Lake City are working together to minimize impacts to the community when construction begins on the extension. Mr. Bennett reviewed maps of

the existing route, the extension, existing double track, and new double track that will be added as part of the project. He displayed photos of the current and preferred alignments, discussed funding and cost estimates, outlined the project schedule, and provided contact information for communicating with UTA about the project.

Discussion ensued. Questions on double track, compatibility of the preferred alignment to alternative designs, and city plans to reconstruct Highland Drive were posed by the board and answered by Mr. Bennett.

Mr. Bennett committed to provide the board with more information on the city's plans related to Highland Drive.

**a. Outcomes for the Tender Offer for a Portion of the Authority's Outstanding Bonds**

This item was deferred to a future meeting.

**12. Other Business**

- a. Next Meeting: Wednesday, December 6th, 2023 at 9:00 a.m.

**13. Closed Session**

**a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion was made by Trustee Acerson, and seconded by Chair Christensen, for a closed session. The motion carried by a majority vote and the meeting convened in closed session at 11:55 a.m.

**14. Open Session**

(Note: Trustee Holbrook joined the closed session portion of the meeting through a virtual connection. She left the meeting at the conclusion of closed session.)

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 12:20 p.m.

**15. Adjourn**

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 12:20 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/870059.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/266?view\\_id=1&redirect=true&h=1b3e5d545a2276c62a34355f66cde010](https://rideuta.granicus.com/player/clip/266?view_id=1&redirect=true&h=1b3e5d545a2276c62a34355f66cde010).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 12/6/2023

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

**TITLE:**

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**Approval of November 1, 2023 Board Budget Hearing Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the November 1, 2023, Board of Trustees Budget Hearing

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**BACKGROUND:**

The UTA Board of Trustees held a Budget Hearing in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday November 1, 2023 at 5:30 p.m. Members of the public were invited to join in person or via Zoom to give public comment. Minutes from the hearing document the actions of the Board and summarize the discussion that took place in the hearing. A full audio recording of the hearing is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/867867.html>](https://www.utah.gov/pm/sitemap/notice/867867.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2023-11-01\_BOT\_Budet Hearing\_Minutes\_UNAPPROVED



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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Wednesday, November 1, 2023

5:30 PM

FrontLines Headquarters

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#### Public Hearing - 2024 Tentative Budget

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

**Excused:** Trustee Beth Holbrook

Also attending were UTA staff and interested community members.

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

Chair Carlton Christensen welcomed attendees and called the meeting to order at 5:30 p.m.

#### 2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

#### 3. Safety First Minute

Catherine Bhaskar, UTA Senior Financial Modeling Analyst, delivered a brief safety message.

#### 4. Budget Overview

##### a. UTA Tentative 2024 Budget Overview

Viola Miller, UTA Chief Financial Officer, provided an overview of the 2024 operating budget, including expenses by category, office, and full-time equivalents (FTEs), along with summary of the 2024 capital budget. She then outlined the budget approval process.

#### 5. Public Comment

Megan Waters, UTA Community Engagement Director, provided information on the public comment period on the tentative budget. The public comment period opens today, November 1, 2023, and ends December 1, 2023. Comments are welcome and can be submitted through 5:00 p.m. on December 1 through any of the following ways:

- Email: [hearingofficer@rideuta.com](mailto:hearingofficer@rideuta.com)
- Phone: 801.743.3882
- Mail: Utah Transit Authority, c/o Jolisha Branch, 669 W 200 S, Salt Lake City, UT

84101

- Website: [www.rideuta.com/budget](http://www.rideuta.com/budget) <<http://www.rideuta.com/budget>>

**In Person/Virtual Comment**

In person comment was given by Claudia Johnson. A transcript of Ms. Johnson's comments is included in Appendix A to these minutes.

**Online Comment**

No online comment was received for today's hearing.

**6. Adjourn**

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 5:47 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/867867.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at [https://rideuta.granicus.com/player/clip/264?view\\_id=1&redirect=true&h=c6450216870eda37f83de0c00c129dbe](https://rideuta.granicus.com/player/clip/264?view_id=1&redirect=true&h=c6450216870eda37f83de0c00c129dbe).

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

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**Appendix A****From Claudia Johnson:**

You haven't seen me because I have been working at a food bank and they expanded it to three times a week instead of two times, and they moved the hours up and while I'm talking about food bank, one of the things we are seeing since I'm over our group's Food Bank area, we have seen a major increase of people coming to the Food bank. We've gone from only 500 people to 900 people, 1000 people. I mean cars and vehicles for families. That's not the individuals we're up to now over 10,000 people that we actually service and that's just for one little small spot. And while I'm on that, is that because I deal with the refugees and I think you need to recruit to them to be bus drivers to be trained drivers. Whatever positions you could get, because I think a lot of times they're hesitant to come to UTA because it's a big thing and you know, it could be intimidating and a lot of these people have been driving. They have CDL's or they drive independently on their own trucks and stuff that way. And I think there's a lot of positions that you could possibly meet the needs of some of these people on the West side because rent is not going down, it's going up, food's going up, we're getting people kicked out of their apartments because good old landlords say I want more money and so they raise the rent and then they can't pay it. So that's just, that's why I've been missing this meeting. And I really enjoy it. And I do go in and watch it and stuff that way. And I want to thank everybody that that recognized me today. I appreciate it because it made me feel good that I wasn't just a bad seed, that every time I come in I make derogatory comment. But hopefully it's always comments that can be useful and of benefit.

Another thing is you give out a five day. Excuse me, a five ride pass, which is awesome. The problem is, is a lot of these senior people don't ride five days in a row and it expires. And so you have to give them five or six of these cards because they go once a week to the doctor's, to the dentist and stuff. And I'm wondering if you could do a pass which is time stamped. I mean in Europe that it was you got five days and 10 days and you ride or you don't ride and stuff that way, but you've got a period of time to use that. And I'm wondering if that would be something that would be of benefit to get to educate people on using the bus and TRAX, and also to be able to just get people feeling more comfortable to coming and again to meet some of the needs of these...I shouldn't say this...us senior people. I have a car so I have no problem with that. But you know, I'm just thinking that we need to think outside the box and this is something that needs to be thought back again outside the box of how can we meet some of these needs and extend because that pass was awesome. I had people say, do you have one? Do you have one? And I'd scrounge through my desk to try and find one. And I didn't. And the next time I see a UTA person that came to a meeting I get some more. But I think we need - UTA - needs to look at that of expanding it in another way. And again I really miss this and I and I promote to anybody that is concerned or complaining about UTA or anything else, that way, it is really educational to come to the board meetings and to listen in on the board meetings so that you get a total picture of what's going on and what's happening. Because once you get a larger picture you understand more and you're also more educated to say "I don't agree." Because you've got that background and it's over 2 minutes. Thank you.





U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 12/6/2023**

---

**TO:** Board of Trustees  
**FROM:** Carlton Christensen, Chair of the Board of Trustees  
**PRESENTER(S):** Cathie Griffiths, Executive Assistant to Board Chair

**TITLE:**

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**Oath of Office: Officer and Acting Comptroller - Eric Barrett**

**AGENDA ITEM TYPE:**

Oath of Office

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**RECOMMENDATION:**

Information and acknowledgment that the oath of office was administered to Mr. Barrett

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**DISCUSSION:**

As per R2023-11-04 Resolution Appointing Eric Barrett as Officer and Acting Comptroller of the Authority, Cathie Griffiths administered the oath of office to Mr. Barrett on November 20, 2023.

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**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

---

**Board of Trustees**

**Date: 12/6/2023**

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

**TITLE:**

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**Executive Director Report**  
- UTA Commendations

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion.

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**DISCUSSION:**  
Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest including:

- Exceptional Mover Award - Jared "Troy" Larsen (Cherryl Beveridge)
- Operator Kaitlin Fairow (Cherryl Beveridge, Andres Colman)

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U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

**Board of Trustees**

**Date:** 12/6/2023

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Gregg Larsen, Manager of Grant Services  
 Alma Haskell, Grant Development Administrator

**TITLE:**

**Discretionary Grants Report**

**AGENDA ITEM TYPE:**

Report

**RECOMMENDATION:**

Informational report for discussion

**BACKGROUND:**

This grant report is providing information on grants that have been submitted waiting selection and those that have been selected for award but have not yet been obligated in a grant agreement. There are 8 grants that are awaiting selection and 8 grants have been selected for award.

**DISCUSSION:**

Gregg Larsen, UTA Manager of Grant Services will give an update on grants currently selected for award and grant submittals.

**ALTERNATIVES:**

N/A

**FISCAL IMPACT:**

Local match for the awarded and requested grants will come from existing UTA capital project or operating budgets and project partner funds.

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 12/6/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning & Engagement Officer  
**PRESENTER(S):** Nichol Bourdeaux, Chief Planning & Engagement Officer  
Megan Waters, Community Engagement Director

**TITLE:**

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**Community Advisory Committee Report**

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion

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**BACKGROUND:**

UTA's Community Advisory Committee (CAC) has been in place since 2017 and has evolved over the past years. UTA's Community Engagement Department supports the functioning of the CAC. It engages CAC members in discussions around key topics at UTA on a quarterly basis, in addition to optional subcommittee engagement. This discussion item will provide an update on the committee from 2023, priorities, and direction.

---

**DISCUSSION:**

The UTA Community Advisory Committee (CAC) meets four times annually. Meetings generally consist of a welcome, board update, other UTA updates, and member roundtable.

In 2023, the committee engaged in discussions around planning, community engagement efforts, and more. In this discussion presentation, the Community Engagement Department will provide an update on the committee's work in 2023 and priorities and direction for 2024. The Community Engagement Department, in partnership with the CAC members, is putting together a 2024 plan. The CAC membership will shift as we enter the new year, and recruitment is in early 2024. CAC will be present to share their experiences and interests related to the committee with the Board.

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**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

---

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

**TITLE:**

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**Proposed 2024 Final Budget**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Each year, the Authority is required to prepare an operating and capital budget for the succeeding year. After consultation with the Board of Trustees, and in accordance with Utah Code 17B-1-702 and 17B-2a-801, the Executive Director has prepared the Final 2024 Budget for Board review.

---

**DISCUSSION:**

The operating budget was developed in a time of continued economic uncertainty. As the community and nation consider the impacts of inflation and higher interest rate, a continued tight labor market, and the potential of slowdown in the Utah economy requires UTA to adopt a flexible approach.

Over the first half of 2023, the Board of Trustees and UTA staff reviewed 2023 program delivery, current operating environment including economic conditions, revenue projections, and the organization's strategic priorities to support near and long-term public transportation needs in the region.

Using 2023 existing operating budgets as a starting point, the organization updated inflationary assumptions for labor, fuel, and other expenses, eliminated one-time 2023 costs, and annualized the cost of mid-year budget adjustments (August 2023 service changes, technical budget adjustments, etc.). The resulting 2024 base budget or budget target was developed at the department and object of expenditure level.

Using foundational operating priorities and informed by discussions with the Board of Trustees, the organization began the process to consider new 2024 budget requests. Business cases were developed for new requests and requests were prioritized, rated, ranked, and ultimately selected for inclusion in the 2024 budget request after considering budget value and other priority considerations.

Simultaneously, the capital program development process revisited the existing 5-year capital plan, held a call for new projects, and prioritized the resulting list to select projects for consideration, culminating in a draft 5-year capital program.

In September the Board of Trustees held four budget work sessions to discuss the 2024 operating budget. In October, the Board of Trustees reviewed 2023 capital program delivery, discussed 2024-2028 assumptions, and staff previewed existing projects and new projects being considered for inclusion in the 5-year Capital Plan.

Transit agencies across the country are experiencing continued difficulty recruiting and retaining workers, especially operators, leading to service performance issues and, in many cases, service reductions related to staffing shortages. The 2024 budget includes a continued service strategy to address this issue. The 2024 service strategy includes service additions for microtransit and commuter rail. The microtransit program adds additional service in South Salt Lake County.

The service request also includes contingencies aimed at addressing recruitment and retention. These contingencies also provide the Board with tools to react to near-term economic slowdowns. These include:

- Enhanced effectiveness and compliance of organization by increasing financial support services.
- Additional focus on better communication with customers and stakeholders with the addition of social media and communications resources.
- Enhancing safety for 'at risk' UTA employees by providing Hepatitis B vaccination program.
- Provide additional Transit app capabilities and data integration to help customers.

Other 2024 requests include additional resources for facilities maintenance, additional Planning staff to help plan for future service enhancements, additional recruitment resources to help with labor constraint issues, and a continued emphasis on workforce strategy.

At the December 6, 2023 Board of Trustees meeting, UTA will present to the Board the proposed 2024 Final Budget. At the December 20, 2023 Board meeting, staff will present a resolution to adopt the 2024 Final Budget.

Changes from the Tentative to Final 2024 Budget are as follows:

### **Expenditures**

#### Carry Forward From 2023 Budget \$325,000

On Board Survey costs expected to be incurred in 2023 have been delayed until 2024 due to slower implementation of the survey process than originally expected. This will result in a reduction in expected expense in 2023 of the same amount.

## Technical Budget Adjustments \$644,000

A series of adjustments to the Tentative budget including the addition of two budgeted administrative headcount in the Finance area (\$310,000), a study of Enterprise Resource Planning software needs of the organization (\$250,000), additional funding for personnel recruiting efforts (\$100,000) and various reductions in expenditures for meeting expenses (\$16,000).

### **Capital Budget**

No additional adjustments were made to the 2024 Capital Budget from the Tentative Budget submission.

### **Public Comment**

The public comment period for the 2024 Budget ran from November 1, 2023 to November 30, 2023. Comments on the budget from the public and public entities within the UTA service area are currently being collected. A summary of comments received will be compiled and presented at the Board meeting on December 6, 2023.

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### **ALTERNATIVES:**

The Board may request additional revisions to the proposed 2024 Final Budget prior to adopting the budget at a future meeting.

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### **FISCAL IMPACT:**

Proposed changes would increase Operating Costs by \$969,000 in 2024 as compared to the Adopted Tentative Budget.

No changes are being proposed for Capital Costs in 2024 as compared to the Adopted Tentative Budget.

The additional Operating expense will be covered by funds from UTA's unrestricted cash reserves.

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### **ATTACHMENTS:**

Final Operating Budget - Exhibit A

Final Capital Budget - Exhibit A-1

Final Operating Budget - Exhibit A-2 (Operating by Office)

Changes from Tentative Operating Budget - Exhibit B

Changes from Tentative Capital Budget - Exhibit B-1

**UTAH TRANSIT AUTHORITY  
2024 OPERATING BUDGET  
December 6, 2023**

**Exhibit A**

<u>Revenue</u>	<u>2024 Budget</u>
1 Sales Tax	\$ 493,670,000
2 Federal Preventive Maintenance	96,960,000
3 Passenger Revenue	37,981,000
4 Advertising	2,328,000
5 Investment Income	5,625,000
6 Other Revenues	12,647,000
7 Stimulus Funding	-
8 <b>Total Revenue</b>	<b><u>649,211,000</u></b>
<u>Operating Expense</u>	
9 Bus	142,990,000
10 Commuter Rail	38,020,000
11 Light Rail	64,500,000
12 Paratransit	29,144,000
13 Rideshare/Vanpool	4,012,000
14 Microtransit	12,949,000
15 Operations Support	64,519,000
16 Administration	54,756,000
17 Planning/Capital Support	13,622,000
18 Non-Departmental	1,000,000
19 <b>Total Operating Expense</b>	<b><u>425,512,000</u></b>
<u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>	
20 Principal and Interest	165,725,000
21 Bond Service Utah County for UVX BRT program	3,375,000
22 Contribution to Reserves	21,000,000
23 Transfer to Capital	33,599,000
24 <b>Total Debt Service, Reserves, Transfers</b>	<b><u>223,699,000</u></b>
25 <b>Total Expense</b>	<b><u>\$ 649,211,000</u></b>

**UTAH TRANSIT AUTHORITY  
2024 CAPITAL BUDGET  
December 6, 2023**

**Exhibit A-1**

<u>Funding Sources</u>	<u>2024 Budget</u>
1 UTA Current Year Funding	\$ 116,579,000
2 Grants	58,020,000
3 Local Partner Contributions	8,823,000
4 State Contribution	13,447,000
5 Leasing	27,234,000
6 Bonds	6,330,000
7 <b>Total Funding Sources</b>	<b>230,433,000</b>
<u>Expense</u>	
8 State of Good Repair	115,176,000
9 Mid Valley Connector	10,000,000
10 VW Battery Buses	7,391,000
11 Ogden/Weber State University BRT	5,600,000
12 HB322 Future Rail Car Purchase Payment	5,000,000
13 Capital Contingency	5,000,000
14 Other Capital Projects	82,266,000
15 <b>Total Expense</b>	<b>\$ 230,433,000</b>

**UTAH TRANSIT AUTHORITY  
2024 OPERATING BUDGET  
December 6, 2023**

**Exhibit A-2**

<b><u>Revenue</u></b>		<b><u>2024 Budget</u></b>	
1	Sales Tax	\$ 493,670,000	
2	Federal Preventive Maintenance	96,960,000	
3	Passenger Revenue	37,981,000	
4	Advertising	2,328,000	
5	Investment Income	5,625,000	
6	Other Revenues	12,647,000	
7	Stimulus Funding	-	
8	<b>Total Revenue</b>	<b>\$ 649,211,000</b>	
<b><u>Operating Expense</u></b>		<b><u>FTE</u></b>	
9	Board of Trustees	\$ 3,370,000	16.0
10	Executive Director	6,414,000	31.5
11	Communications	4,279,000	17.5
12	Operations	318,817,000	2,311.7
13	Finance	20,287,000	136.0
14	Service Development	7,543,000	59.0
15	Planning & Engagement	23,144,000	84.2
16	Enterprise Strategy	28,645,000	124.0
17	People Office	12,013,000	94.0
18	Non-Departmental	1,000,000	-
19	<b>Total Operations</b>	<b>425,512,000</b>	<b>2,873.9</b>
20	Debt Service	169,100,000	
21	Contribution to Reserves	21,000,000	
22	Transfer to Capital Budget	33,599,000	
23	<b>Total Tentative 2024 Operating Budget</b>	<b>\$ 649,211,000</b>	<b>2,873.9</b>

**UTAH TRANSIT AUTHORITY**  
**2024 TENTATIVE TO FINAL OPERATING BUDGET**  
**December 6, 2023**

**Exhibit B**

	Tentative 2024		Budget	Budget Moves (no	Final 2024
	Budget	Carry Forward	Adjustments	net \$ Change)	Budget
<b>Revenue</b>					
1 Sales Tax	\$ 493,670,000				\$ 493,670,000
2 Federal Preventive Maintenance	96,960,000				96,960,000
3 Passenger Revenue	37,981,000				37,981,000
4 Advertising	2,328,000				2,328,000
5 Investment Income	5,625,000				5,625,000
6 Other Revenues	12,647,000				12,647,000
7 Stimulus Funding	-				-
<b>8 Total Revenue</b>	<b>649,211,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>649,211,000</b>
<b>Operating Expense</b>					
9 Bus	142,703,000		(5,000)	292,000	142,990,000
10 Commuter Rail	38,028,000		(1,000)	(7,000)	38,020,000
11 Light Rail	64,530,000		(4,000)	(26,000)	64,500,000
12 Paratransit Service	29,154,000		(1,000)	(9,000)	29,144,000
13 Rideshare/Vanpool	4,012,000				4,012,000
14 Microtransit	12,949,000				12,949,000
15 Operations Support	64,424,000		(1,000)	96,000	64,519,000
16 Management & Support	54,515,000		659,000	(418,000)	54,756,000
17 Planning/Capital Support	13,228,000	325,000	(3,000)	72,000	13,622,000
18 Non-Departmental	1,000,000				1,000,000
<b>19 Total Operating Expense</b>	<b>424,543,000</b>	<b>325,000</b>	<b>644,000</b>	<b>-</b>	<b>425,512,000</b>
<b>Debt Service, Contribution to Reserves, and Transfer to Capital</b>					
20 Principal and Interest	165,725,000				165,725,000
21 Bond Service Utah County for UVX BRT	3,375,000				3,375,000
22 Contribution to Reserves	21,000,000				21,000,000
23 Transfer to Capital	34,568,000	(325,000)	(644,000)		33,599,000
<b>24 Total Debt Service and Reserves</b>	<b>224,668,000</b>	<b>(325,000)</b>	<b>(644,000)</b>	<b>-</b>	<b>223,699,000</b>
<b>25 Total Expense</b>	<b>\$ 649,211,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 649,211,000</b>

**UTAH TRANSIT AUTHORITY  
2024 TENTATIVE CAPITAL BUDGET  
December 6, 2023**

**Exhibit B-1**

<b>Funding Sources</b>	<b>Tentative 2024</b>		<b>Budget</b>		<b>Final 2024 Budget</b>
	<b>Budget</b>	<b>Carry Forward</b>	<b>Adjustments</b>		
1 UTA Current Year Funding	\$ 116,579,000				\$ 116,579,000
2 Grants	58,020,000				58,020,000
3 Local Partner Contributions	8,823,000				8,823,000
4 State Contribution	13,447,000				13,447,000
5 Leasing	27,234,000				27,234,000
6 Bonding	6,330,000				6,330,000
<b>7 Total Funding Sources</b>	<b>230,433,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>230,433,000</b>
<b>Expense</b>					
7 State of Good Repair	115,176,000				115,176,000
8 Mid Valley Connector	10,000,000				10,000,000
9 VW Battery Buses	7,391,000				7,391,000
10 Ogden/Weber State University BRT	5,600,000				5,600,000
11 HB322 Future Rail Car Purchase Payment	5,000,000				5,000,000
12 Capital Contingency	5,000,000				5,000,000
13 Other Capital Projects	82,266,000				82,266,000
<b>14 Total Expense</b>	<b>\$ 230,433,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 230,433,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**FROM:** Jana Ostler, Board Manager  
**PRESENTER(S):** Carlton Christensen, Chair Board of Trustees

**TITLE:**

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**R2023-12-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2024**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve Resolution R2023-12-01 Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2024

---

**BACKGROUND:**

The Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual regular meeting schedule and that such notice shall specify the date, time, and place of such meetings.

---

**DISCUSSION:**

The proposed 2024 schedule is anticipated to meet the needs of the Board of Trustees and the agency. If additional meetings are deemed necessary, or if cancellations are needed, they will be properly noticed according to the Utah Open and Public Meetings Act.

---

**ATTACHMENTS:**

- R2023-12-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2024
-

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GIVING NOTICE AND SETTING REGULAR MEETING DATES FOR  
THE AUTHORITY'S BOARD OF TRUSTEES AND AUDIT COMMITTEE FOR  
CALENDAR YEAR 2024**

R2023-12-01

December 6, 2023

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

WHEREAS the Utah Public Transit District Act as codified in Title 17B, Chapter 2a, Part 808.1 defines the responsibilities of the Board of Trustees to hold public meetings and receive public comment; and

WHEREAS, the Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule and that such notice shall specify the date, time, and place of such meetings; and

WHEREAS, the Board of Trustees desires to afford stakeholders and the public greater participation and accessibility to its meetings; and

WHEREAS, it is considered necessary and desirable by the Board of Trustees of the Authority to adopt a resolution giving notice of regular meetings of the Authority for calendar year 2024.

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

1. That the Board gives notices of its regular meetings for calendar year 2024 as outlined in "Exhibit A" to this resolution.
2. That the corporate seal be attached hereto.

Approved and adopted this 6th day of December 2023.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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

(Corporate Seal)

Approved As To Form:

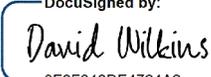
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0F6F046DE4724A2...  
\_\_\_\_\_  
Legal Counsel

Exhibit A

NOTICE OF 2024 ANNUAL MEETING SCHEDULE  
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Utah Open and Public Meetings Act (the “Act”), public notice is hereby given that the Board of Trustees of the Utah Transit Authority, a large public transit district organized under the laws of the State of Utah, will hold its regular meetings at the indicated hours at the location of 669 West 200 South, Salt Lake City, Utah 84101, or via a remote meeting platform as provided for in the Act:

**Regular Board of Trustees Meetings**  
**(All Regular Board Meetings Start at 9:00 a.m. except if otherwise noted)**

- |                              |                               |
|------------------------------|-------------------------------|
| Wednesday, January 10, 2024  |                               |
| Wednesday, January 24, 2024* |                               |
|                              | Wednesday, July 10, 2024      |
| Wednesday, February 14, 2024 | Wednesday, July 31, 2024      |
| Wednesday, February 28, 2024 |                               |
|                              | Wednesday, August 14, 2024    |
| Wednesday, March 13, 2024    |                               |
| Wednesday, March 27, 2024    | Wednesday, September 11, 2024 |
|                              | Wednesday, September 25, 2024 |
| Wednesday, April 10, 2024    |                               |
| Wednesday, April 24, 2024    | Wednesday, October 9, 2024    |
|                              | Wednesday, October 23, 2024   |
| Wednesday, May 8, 2024       |                               |
| Wednesday, May 22, 2024      | Wednesday, November 13, 2024  |
|                              |                               |
| Wednesday, June 12, 2024     | Wednesday, December 4, 2024   |
| Wednesday, June 26, 2024     | Wednesday, December 18, 2024  |

\*This meeting will start at 1:00 p.m.

**Regular Audit Committee Meetings**  
**(All Audit Committee Meetings Start at 3:00 p.m.)**

- Monday, March 11, 2024
- Monday, June 17, 2024
- Monday, September 23, 2024
- Monday, December 16, 2024

The agenda of each meeting of the Board of Trustees and Audit Committee of the Utah Transit Authority, together with the date, time and place of each meeting shall be posted in compliance with the requirements of the Act.

The Board of Trustees of the Utah Transit Authority invites brief comments or questions from the public during its regularly scheduled Board of Trustee meetings. The Chair of the Board of Trustees shall determine the duration and timing of the public comment period.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Dave Hancock, Chief Service Development Officer  
**PRESENTER(S):** David Hancock, Chief Capital Services Officer  
Daniel Hofer, Director- Capital Assets and Project Controls

**TITLE:**

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**R2023-12-02 - Resolution Adopting the Authority's 2024-2028 Capital Plan**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2023-12-02 adopting the 2024-2028 Five Year Capital Plan.

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**BACKGROUND:**

UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 Financial Management. The 5-year Capital Plan includes all construction, capital improvements, major equipment purchases, and other special projects requiring expenditures over \$25,000. This includes projects that are funded partially or fully by outside funding sources, such as grants or local partners.

The plan is required to be financially constrained and maintain assets at a state of good repair, to protect UTA's capital investments, and minimize future maintenance and replacement costs. Five-year forecasts help mitigate the challenges of applying a one-year budget to multi-year projects and support long-range financial planning and prudent management of the Agency.

Utah's Public Transit District Act and Board Policy 2.1 requires the 5-Year Capital Plan to be approved by the Local Advisory Council prior to being presented to the Board for adoption.

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**DISCUSSION:**

The proposed 2024-2028 Capital Plan being presented to the Board for adoption was developed with five primary goals in mind:

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- Maintain a safe system that operates in a state of good repair.
- Provide a plan consistent with the constraints of the projected capital budget.
- Include service expansion projects with the regional long-range transit plans.
- Leverage UTA funds with federal grants and partner funds.
- Align the Capital Plan with the agency’s strategic goals and objectives.

The five-year plan that will be presented to the Board includes an \$815 million investment in state of good repair efforts, over \$276 million for expansion projects, and nearly \$180.5 million that support strategic initiatives and other programs.

Some of the major capital project initiatives included in the five-year plan are:

- Light Rail Vehicle Replacement Project - includes nearly \$240 million to replace the SD100 and SD160 vehicles.
- Light Rail Vehicle Rehab - includes \$47.5 million to rehab existing vehicles.
- Mid-Valley Bus Rapid Transit (BRT) - new BRT route from Murray Central Station to West Valley Central Station will begin construction in 2024 and has \$100.7 million planned between 2024 and 2026.
- Replacement Buses - includes \$120 million.
- Train Control Rehab & Replacement - includes \$46.7 million.
- Westside Express (5600 West) - includes \$43.1 million.
- FrontRunner Forward - a project, in partnership with the Utah Department of Transportation (UDOT), that will add 9 double track segments, 15-minute peak service, and 30-minute all-day service when completed.

The proposed plan was presented at the October 25<sup>th</sup> Board meeting for feedback and was subsequently presented to the Local Advisory Council on November 29<sup>th</sup> where they approved the plan in resolution AR2023-11-02 and recommend adoption to the Board of Trustees.

**ALTERNATIVES:**

The Board of Trustees could recommend changes to the plan. Revisions to the plan would require review and approval with the Local Advisory Council before the Board’s adoption. This would delay adoption of the updated plan until March 2024.

**FISCAL IMPACT:**

The 2024-2028 Capital Plan includes a total planned expense of \$1,271,898,000. Funding sources for this plan include:

- Grants- \$330,107,000

- State and Local Partners- \$135,327,000
- Financing- \$380,838,000
- UTA Funds- \$425,626,000

The 2024 year of the Capital Plan, which represents \$230,433,000, will be incorporated into UTA's Final 2024 Capital Budget being presented to the Board on December 20<sup>th</sup> for adoption. Funding sources for 2024 include \$58,020,000 from grants, \$331,596,000 from state/local partners and \$107,253,000 from UTA funds.

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**ATTACHMENTS:**

- R2023-12-02, including the 2024-2028 Capital Plan as Exhibit A
- Board Presentation

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE AUTHORITY’S 2024-2028 CAPITAL PLAN**

R2023-12-02

December 6, 2023

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

WHEREAS, Board Policy 2.1 – Financial Management requires the Executive Director to develop a five-year capital plan annually that is fiscally constrained, maintains all assets at a state of good repair, protects the Authority’s capital investments and minimizes future maintenance and replacement costs; and

WHEREAS, the Authority has developed a Five-Year Capital Plan for the years 2024 through 2028 (the “Plan”) which contains a prioritized list of planned capital projects, a description of the annual prioritization process, and projected funding on an annual, cumulative and project basis; and

WHEREAS, on November 29, 2023, in Resolution AR2023-11-02 the Local Advisory Council reviewed the Authority’s proposed Plan and believed it is in the best interest of the Authority and all constituents to approve the 2024-2028 Capital Plan and to forward it to the Board of Trustees with a recommendation for approval; and

WHEREAS, certain capital projects require multi-year authorization to order long lead time parts, equipment, or supplies, or to enter multi-year construction contracts.

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

1. That the Board of Trustees hereby approves the Five-year Capital Plan for the years 2024 through 2028, attached hereto as Exhibit A.

2. That the Authority's 2024 Final Budget will include the 2024 Capital Budget included in the Plan.
3. That the corporate seal be attached hereto.

Approved and adopted this 6th day of December 2023.

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Carlton Christensen,  
Chair Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
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Legal Counsel

Exhibit A  
2024-2028 Capital Plan

# 1 Introduction

## 1.1 Purpose of document

Utah Transit Authority Board of Trustees Policy No. 2.1 Financial Management, requires the Executive Director to develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The plan must be fiscally constrained and maintain all assets in a state of good repair to protect the Authority's capital investments, maintain safety and minimize future maintenance and replacement costs. Five-year forecasts help mitigate challenges of applying a one-year budget to multi-year projects, and also helps in long-range budget planning, including setting of priorities.

## 1.2 Definition of Capital Projects

For the purpose of this document, capital projects include all construction, capital improvements, major equipment purchases and other special projects requiring one or more expenditures totaling \$25,000 or more. This includes projects that are partially or fully funded by outside funding sources (e.g. grants, state funds, local partners, etc.). Other requests under \$25,000 should be included in departmental operating budgets.

Examples of capital projects include:

- New construction (new transit infrastructure, facilities, buildings or major additions, including studies/design to support future project construction)
- Building repairs, renovations, demolition, or upgrades
- Major maintenance (capital renewal and deferred maintenance)
- Safety, ADA, or Legal Compliance construction projects
- Energy conservation improvements
- Grounds improvement
- Real Estate Acquisition or Leasing
- Vehicles
- HVAC/Reroofing Projects
- Telecommunication and Information Technology systems (hardware and/or software)
- New or replacement equipment or furniture

## 2 Five-year Capital Plan Development Process

The annual capital planning process results in a prioritized list of projects for the upcoming fiscal year capital budget and a forward-looking five-year capital plan. In general, the projects incorporated into the capital plan must reflect UTA's Strategic Plan and regional transit initiatives.

### 2.1 Project Requests

New project requests are submitted annually and prioritized by management for funding consideration. The proposed project should meet a specific objective such as a mobility need, state of good repair or infrastructure need or requirement, and be consistent with UTA's overall strategic plan and goals.

Project requests must include the overall project costs, the yearly budget needs for the project development, and the long-term operating and maintenance costs, including state of good repair costs if applicable. Potential funding sources are also identified in the project request.

### 2.2 Project Prioritization

Completed project requests are compiled then prioritized by Management. Prioritization considerations encompass UTA's Agency Goals and Objectives including:

- Previous Five-Year Plan Alignment
- Legal and Safety Requirements
- Delivery Potential
- Agency Goal- Quality of Life
- Agency Goal- Customer Experience
- Agency Goal- Organizational Excellence
- Agency Goal- Community Support
- Agency Goal- Economic Return

Projects with a lower priority may be reduced in scope or moved to subsequent years as necessary. Once prioritized, the draft 5-year plan is submitted to the Executive Team for review. Requests are trimmed as needed to meet the anticipated 5-year budget resources, which is based on committed or reasonably foreseeable funding sources.

### **3 Proposed Capital Plan**

#### **Overview**

The 2024-2028 capital requests have been compiled and prioritized. Tables showing the proposed capital budget by year are presented below in year of expenditure dollars, as well as the overall 5-year summaries by both project type and funding source. Attachment A shows the detailed list of projects proposed to be funded, including the annual and 5-year plan, anticipated grant and local partner funds, and the required UTA funds for each project.

The proposed capital plan for 2024 will be incorporated into UTA's proposed 2024 annual budget. Any new, unforeseen items that come up during the year will be considered for annual budget adjustments or amendments as needed.

The capital budget and plan will be presented by each Chief Office with the corresponding project being managed out of that office.

## Proposed 2024 Capital Budget Summary

Chief Office	2024 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	180,438,000	51,872,000	27,983,000	33,564,000	67,019,000
Enterprise Strategy	8,050,000	120,000	-	-	7,930,000
Executive Director (Safety)	2,448,000	-	-	-	2,448,000
Finance	28,535,000	4,951,000	1,127,000	-	22,457,000
Operations	6,277,000	277,000	-	-	6,000,000
People	1,130,000	-	-	-	1,130,000
Planning & Engagement	3,555,000	800,000	1,486,000	-	1,269,000
<b>Grand Total</b>	<b>230,433,000</b>	<b>58,020,000</b>	<b>30,596,000</b>	<b>33,564,000</b>	<b>108,253,000</b>

## Proposed 2025 Capital Budget Summary

Chief Office	2025 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	275,072,000	92,226,000	52,162,000	72,118,000	58,566,000
Enterprise Strategy	14,328,000	-	-	-	14,328,000
Executive Director Safety	1,736,000	-	-	-	1,736,000
Finance	19,110,000	3,677,000	293,000	-	15,140,000
Operations	10,249,000	-	-	-	10,249,000
People	2,020,000	-	-	-	2,020,000
Planning & Engagement	3,444,000	-	603,000	-	2,841,000
<b>Grand Total</b>	<b>325,959,000</b>	<b>95,903,000</b>	<b>53,058,000</b>	<b>72,118,000</b>	<b>104,880,000</b>

## Proposed 2026 Capital Budget Summary

Chief Office	2026 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	228,033,000	74,901,000	39,446,000	60,899,000	52,787,000
Enterprise Strategy	6,274,000	-	-	-	6,274,000
Executive Director (Safety)	1,725,000	-	-	-	1,725,000
Finance	18,780,000	3,456,000	-	-	15,324,000
Operations	5,685,000	-	-	-	5,685,000
People	1,180,000	-	-	-	1,180,000
Planning & Engagement	1,675,000	-	42,000	-	1,633,000
<b>Grand Total</b>	<b>263,352,000</b>	<b>78,357,000</b>	<b>39,488,000</b>	<b>60,899,000</b>	<b>84,608,000</b>

## Proposed 2027 Capital Budget Summary

Chief Office	2027 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	168,750,000	40,473,000	8,185,000	79,390,000	40,702,000
Enterprise Strategy	3,398,000	-	-	-	3,398,000
Executive Director (Safety)	1,716,000	-	-	-	1,716,000
Finance	16,496,000	4,359,000	-	-	12,137,000
Operations	3,080,000	-	-	-	3,080,000
People	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	1,149,000
<b>Grand Total</b>	<b>194,589,000</b>	<b>44,832,000</b>	<b>8,185,000</b>	<b>79,390,000</b>	<b>62,182,000</b>

## Proposed 2028 Capital Budget Summary

Chief Office	2028 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	228,986,000	48,906,000	3,000,000	134,867,000	42,213,000
Enterprise Strategy	2,875,000	-	-	-	2,875,000
Executive Director (Safety)	1,229,000	-	-	-	1,229,000
Finance	20,466,000	4,089,000	-	-	16,377,000
Operations	2,860,000	-	-	-	2,860,000
People	-	-	-	-	-
Planning & Engagement	1,149,000	-	-	-	1,149,000
<b>Grand Total</b>	<b>257,565,000</b>	<b>52,995,000</b>	<b>3,000,000</b>	<b>134,867,000</b>	<b>66,703,000</b>

## Proposed 5-Year Capital Plan Summary by Project Category

Chief Office	2024-2028 Total Budget	Grants	State/Local Partners	Financing	UTA Funds
Capital Services	1,081,279,000	308,378,000	131,776,000	380,838,000	260,287,000
Enterprise Strategy	34,925,000	120,000	-	-	34,805,000
Executive Director (Safety)	8,854,000	-	-	-	8,854,000
Finance	103,387,000	20,532,000	1,420,000	-	81,435,000
Operations	28,151,000	277,000	-	-	27,874,000
People	4,330,000	-	-	-	4,330,000
Planning & Engagement	10,972,000	800,000	2,131,000	-	8,041,000
<b>Grand Total</b>	<b>1,271,898,000</b>	<b>330,107,000</b>	<b>135,327,000</b>	<b>380,838,000</b>	<b>425,626,000</b>

## Proposed 5-Year Capital Plan Summary by Year

Year	Proposed Budget	Grants	State/Local Partners	Financing	UTA Funds
2024	230,433,000	58,020,000	31,596,000	33,564,000	107,253,000
2025	325,959,000	95,903,000	53,058,000	72,118,000	104,880,000
2026	263,352,000	78,357,000	39,488,000	60,899,000	84,608,000
2027	194,589,000	44,832,000	8,185,000	79,390,000	62,182,000
2028	257,565,000	52,995,000	3,000,000	134,867,000	66,703,000
<b>Total</b>	<b>1,271,898,000</b>	<b>330,107,000</b>	<b>135,327,000</b>	<b>380,838,000</b>	<b>425,626,000</b>

## 4 Five-Year Plans

The five-year capital plan will be updated annually. Cost estimates and potential funding sources for projects are more accurate the closer they are to year of expenditure; therefore, in addition to including new project requests each year, the plan will be updated as necessary to adjust project costs and year of expenditure as they become more refined for each project. Funding sources and amounts will also be updated as they become more certain.

Approval of the 5-year capital plan will authorize the Agency to enter into contracts for those projects that are multi-year in nature.

This 5-year capital plan will inform the ongoing updates to regional transportation plans and associated implementation funding plans prepared by the metropolitan planning organizations within UTA's service area.

### 4.1 Project Requests

A number of the projects in the 5-year plan assume that significant local, state, and/or federal funds may become available. If those funds do not materialize, the project would need to be delayed until such time as additional funding could be secured. These projects include:

- SL-Central Headquarters: Significant Local Partner contributions anticipated
- SD100/160 Light Rail Vehicle Replacement: Significant Federal and Local Partner contributions being pursued
- Davis-Salt Lake Connector: Additional funding needs to be secured

House Bill 322 passed in the 2022 Session by the Utah State Legislature directed UDOT and UTA to partner on "fixed guideway" projects with state funding and identified UDOT as the lead agency for project delivery. This significant legislation requires a strong working relationship between UDOT and UTA and provides state funding for major transit investments across the region. These funds can be used to leverage grant funds. UDOT and UTA have been working together to keep the FrontRunner Double Tracking and Point of the Mountain projects on schedule while determining how best to move these projects forward.

The details of the UTA 2024-2028 Five-Year Capital Plan are presented in Attachment A.

**Attachment A**  
**UTA 5-Year Capital Plan - Project Detail**  
**2024 through 2028**

## 2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
<b>Capital Services</b>	<b>180,438,000</b>	<b>275,072,000</b>	<b>228,033,000</b>	<b>168,750,000</b>	<b>228,986,000</b>	<b>1,081,279,000</b>
FMA516 - Corridor Fencing	60,000	60,000	60,000	60,000	60,000	300,000
FMA679 - Building Remodels/Reconfigurations	1,490,000	1,290,000	1,190,000	1,040,000	540,000	5,550,000
FMA680 - Suicide Prevention Research Project	139,000	-	-	-	-	139,000
FMA687 - Layton Station Improvements	72,000	550,000	-	-	-	622,000
FMA690 - Facility Program Development & Design	750,000	150,000	150,000	-	-	1,050,000
FMA692 - Warm Springs Upgrades	-	3,500,000	6,000,000	20,000,000	5,500,000	35,000,000
FMA693 - Meadowbrook Electrification	231,000	1,786,000	1,836,000	-	-	3,853,000
FMA694 - Electric Bus Chargers	-	500,000	2,065,000	2,065,000	2,065,000	6,695,000
FMA695 - Facility Program	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	550,000	2,300,000	2,300,000	2,300,000	2,300,000	9,750,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	-	-	-	5,600,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	-	56,000
MSP193 - Weber County Corridor Preservation	250,000	2,700,000	2,700,000	-	-	5,650,000
MSP202 - Davis-SLC Community Connector	2,200,000	3,400,000	-	-	-	5,600,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	-	-	-	2,361,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	-	-	-	1,510,000
MSP215 - Sharp/Tintic Rail Corridor Connection	1,145,000	1,145,000	-	-	-	2,290,000
MSP216 - Point of the Mountain Transit	1,500,000	500,000	500,000	500,000	1,000,000	4,000,000
MSP224 - UTA ADA Bus Stop Improvements UTCO	378,000	378,000	-	-	-	756,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	-	-	-	332,000
MSP248 - Planning & Environmental Analysis	300,000	300,000	300,000	300,000	300,000	1,500,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
MSP253 - Mid-Valley Connector	10,000,000	45,700,000	44,987,000	-	-	100,687,000
MSP254 - TechLink	1,250,000	-	-	-	-	1,250,000
MSP255 - Central Corridor	100,000	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	1,330,000	5,355,000	5,020,000	-	-	11,705,000
MSP259 - S-Line Extension	4,000,000	11,746,000	-	-	-	15,746,000
MSP260 - Westside Express (5600 West)	3,500,000	16,500,000	15,000,000	8,122,000	-	43,122,000
MSP262 - SLCentral HQ Office	-	-	-	-	-	-
MSP263 - TOD Working Capital	3,554,000	688,000	688,000	688,000	688,000	6,306,000
MSP264 - FrontRunner Extension to Payson	2,530,000	3,080,000	3,080,000	-	-	8,690,000
MSP265 - Program Management Support	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	14,000,000
MSP267 - New Maintenance Training Facility	3,143,000	5,229,000	714,000	-	-	9,086,000
MSP271 - MOW Training Yard	4,245,000	2,607,000	587,000	-	-	7,439,000
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	-	-	-	1,239,000
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
MSP286 - Utah County Park & Ride Lots	1,000,000	3,585,000	-	-	-	4,585,000
MSP287 - 900 East UVX Station	3,370,000	-	-	-	-	3,370,000
MSP288 - Sustainability Project Pool	350,000	100,000	100,000	100,000	100,000	750,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	-	-	-	206,000

## 2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	3,700,000	-	-	-	3,700,000
MSP300 - New TRAX platform in South Jordan	4,500,000	1,500,000	-	-	-	6,000,000
MSP301 - Federal Bus Stops 5339	802,000	802,000	717,000	-	-	2,321,000
MSP312 - Point of the Mountain FrontRunner Station	300,000	300,000				600,000
MSP313 - Electric Charger Program	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	6,000,000	5,000,000	3,000,000	3,000,000	3,000,000	20,000,000
REV209 - Paratransit Replacements	5,581,000	4,851,000	3,961,000	5,780,000	5,967,000	26,140,000
REV211 - Replacement Buses	100,000	30,000,000	30,000,000	30,000,000	30,000,000	120,100,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000
REV224 - Bus Overhaul	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
REV232 - Van Pool Van Replacements	2,305,000	1,716,000	1,757,000	1,800,000	1,843,000	9,421,000
REV233 - Commuter Rail Vehicle Procurement - Used	500,000	5,500,000	5,000,000	-	-	11,000,000
REV236 - VW Battery Buses	7,391,000	-	-	-	-	7,391,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	10,000,000	36,000,000	36,000,000	37,900,000	120,000,000	239,900,000
REV240 - Motor Pool Key Management System	330,000	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	100,000	100,000	100,000	100,000	500,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	500,000	500,000	500,000	500,000	2,500,000
SGR040 - Light Rail Vehicle Rehab	9,500,000	11,000,000	9,000,000	9,000,000	9,000,000	47,500,000
SGR047 - LRT Stray Current Control	511,000	526,000	542,000	558,000	575,000	2,712,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	400,000	420,000	440,000	460,000	500,000	2,220,000
SGR370 - Red Signal Enforcement	3,956,000	3,409,000	2,863,000	-	-	10,228,000
SGR385 - Rail Replacement Program	6,100,000	6,200,000	2,435,000	4,500,000	3,987,000	23,222,000
SGR390 - Jordan River #2 Remodel	5,500,000	5,500,000	2,000,000	-	-	13,000,000
SGR391 - Commuter Rail Vehicle Rehab and Replacement	1,000,000	3,750,000	3,750,000	3,750,000	3,750,000	16,000,000
SGR393 - Grade Crossing Replacement Program	3,000,000	4,500,000	2,200,000	2,200,000	4,000,000	15,900,000
SGR397 - TPSS Component Replacement	16,000,000	4,300,000	-	-	-	20,300,000
SGR398 - OCS Rehab/Replace	3,400,000	5,900,000	10,000,000	10,000,000	10,000,000	39,300,000
SGR401 - Ballast and Tie replacement	300,000	300,000	300,000	300,000	300,000	1,500,000
SGR403 - Train Control Rehab & Replacement	6,062,000	10,900,000	9,467,000	9,900,000	10,400,000	46,729,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	500,000	4,500,000	1,600,000	1,400,000	15,000,000
SGR407 - Bus Stop Enhancements	750,000	1,275,000	1,275,000	1,275,000	1,275,000	5,850,000
SGR408 - Route End of Line (EOL) Enhancements	225,000	1,650,000	1,650,000	1,650,000	1,650,000	6,825,000
SGR409 - System Restrooms	2,135,000	2,245,000	1,120,000	1,120,000	-	6,620,000
SGR410 - Fiber Rehab/Replacement	3,352,000	1,519,000	679,000	682,000	686,000	6,918,000
SGR411 - Farmington Ped Bridge Repairs	65,000	560,000	-	-	-	625,000
<b>Enterprise Strategy</b>	<b>8,050,000</b>	<b>14,328,000</b>	<b>6,274,000</b>	<b>3,398,000</b>	<b>2,875,000</b>	<b>34,925,000</b>
ICI001 - Passenger Information	500,000	1,350,000	1,350,000	-	-	3,200,000
ICI146 - FrontRunner WiFi Enhancements	250,000	100,000	100,000	50,000	50,000	550,000
ICI173 - JDE System Enhancements	75,000	50,000	50,000	50,000	50,000	275,000
ICI179 - Network Infrastructure Equipment & Software	384,000	939,000	279,000	150,000	150,000	1,902,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	-	-	-	120,000
ICI186 - In House Application Development	200,000	200,000	200,000	200,000	200,000	1,000,000
ICI191 - IT Managed Reserves	400,000	400,000	400,000	400,000	400,000	2,000,000
ICI197 - Bus Communications On-Board Technology	200,000	200,000	200,000	200,000	200,000	1,000,000

## 2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	260,000	475,000	250,000	525,000	1,760,000
ICI199 - Rail Communication Onboard Tech	100,000	100,000	75,000	50,000	50,000	375,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	369,000	394,000	200,000	173,000	1,050,000	2,186,000
ICI202 - Radio Comm Infrastructure	75,000	50,000	50,000	50,000	50,000	275,000
ICI214 - APC Upgrade	300,000	850,000	750,000	600,000	-	2,500,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	-	225,000	-	225,000	-	450,000
ICI226 - New Radio Communication System	2,000,000	7,000,000	500,000	150,000	150,000	9,800,000
ICI230 - Operations Systems	2,400,000	2,150,000	1,500,000	750,000	-	6,800,000
ICI231 - United Way Tablet Upgrade	57,000	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	60,000	145,000	100,000	-	305,000
<b>Executive Director (Safety)</b>	<b>2,448,000</b>	<b>1,736,000</b>	<b>1,725,000</b>	<b>1,716,000</b>	<b>1,229,000</b>	<b>8,854,000</b>
FMA604 - Safety General Projects	55,000	120,000	120,000	120,000	120,000	535,000
FMA645 - Camera Sustainability	670,000	656,000	645,000	636,000	449,000	3,056,000
FMA658 - Bus Replacement Camera System	620,000	620,000	620,000	620,000	620,000	3,100,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	40,000	40,000	40,000	40,000	40,000	200,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	300,000	300,000	300,000	-	1,200,000
<b>Finance</b>	<b>28,535,000</b>	<b>19,110,000</b>	<b>18,780,000</b>	<b>16,496,000</b>	<b>20,466,000</b>	<b>103,387,000</b>
CDA006 - 5310 Administration Funds All Years	304,000	313,000	323,000	332,000	342,000	1,614,000
FMA686 - Warehouse Equipment Managed Reserve	116,000	94,000	55,000	123,000	36,000	424,000
ICI213 - eVoucher Phase 2	324,000	50,000	-	-	-	374,000
ICI222 - ICI222- Fares Systems Replacement Program	12,141,000	4,996,000	5,269,000	2,014,000	6,341,000	30,761,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	200,000	-	-	-	-	200,000
MSP221 - FFY 2018 20-1902 Grant O/L 5310	200,000	-	-	-	-	200,000
MSP222 - FFY 2018 20-1903 P/O 5310	200,000	-	-	-	-	200,000
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	-	-	-	50,000
MSP276 - FFY 2022 UT 2023 SL/WV 5310	1,000,000	591,000	-	-	-	1,591,000
MSP277 - FFY 2022 UT-2023-024 P/O 5310	500,000	115,000	-	-	-	615,000
MSP278 - FFY 2022 UT02023 O/L 5310	700,000	135,000	-	-	-	835,000
MSP279 - FFY 2021 UT-2023-013 O/L 5310	300,000	125,000	-	-	-	425,000
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	500,000	252,000	-	-	-	752,000
MSP281 - FFY 2021 UT-2023-023 P/O 5310	200,000	89,000	-	-	-	289,000
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	-	-	-	50,000
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	900,000	50,000	-	-	-	950,000
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	-	-	-	50,000
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	500,000	50,000	-	-	-	550,000
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	300,000	50,000	-	-	-	350,000
MSP302 - FFY 2024 O/L 5310	-	-	700,000	186,000	-	886,000
MSP303 - FFY 2023 O/L 5310	-	700,000	160,000	-	-	860,000
MSP304 - FFY 2023 P/O 5310	-	500,000	134,000	-	-	634,000
MSP305 - FFY 2023 SL/WV 5310	-	1,000,000	639,000	-	-	1,639,000
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	3,423,000	3,423,000
MSP307 - FFY 2025 All UZAs 5310	-	-	-	3,000,000	324,000	3,324,000

## 2024-2028 Five Year Capital Plan

Chief Office/Project Name	2024 Total Budget	2025 Total Budget	2026 Total Budget	2027 Total Budget	2028 Total Budget	2024-2028 Total Budget
MSP308 - FFY 2024 SL/WV 5310	-	-	1,000,000	688,000	-	1,688,000
MSP309 - FFY 2024 P/O 5310	-	-	500,000	153,000	-	653,000
MSP999 - Capital Contingency	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
<b>Operations</b>	<b>6,277,000</b>	<b>10,249,000</b>	<b>5,685,000</b>	<b>3,080,000</b>	<b>2,860,000</b>	<b>28,151,000</b>
FMA543 - Police Fleet Vehicles	605,000	605,000	605,000	605,000	385,000	2,805,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	800,000	800,000	800,000	800,000	4,000,000
FMA653 - Facilities Rehab/Replacement	1,433,000	1,130,000	800,000	800,000	800,000	4,963,000
FMA672 - Park & Ride Rehab/Replacement	400,000	400,000	400,000	400,000	400,000	2,000,000
FMA673 - Stations and Platforms Rehab/Replacement	434,000	434,000	200,000	200,000	200,000	1,468,000
FMA684 - Police Managed Reserve	250,000	275,000	275,000	275,000	275,000	1,350,000
FMA685 - Wheel Truing Machine JRSC	500,000	3,500,000	2,000,000	-	-	6,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	250,000	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 7	115,000	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	-	-	-	300,000
SGR386 - LRV repairs for 1137 and 1122	1,015,000	3,105,000	605,000	-	-	4,725,000
<b>People</b>	<b>1,130,000</b>	<b>2,020,000</b>	<b>1,180,000</b>	<b>-</b>	<b>-</b>	<b>4,330,000</b>
ICI228 - CPO New HRIS system application upgrade	1,000,000	1,570,000	1,180,000	-	-	3,750,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	55,000
MSP310 - Bus Training Simulator	75,000	450,000	-	-	-	525,000
<b>Planning &amp; Engagement</b>	<b>3,555,000</b>	<b>3,444,000</b>	<b>1,675,000</b>	<b>1,149,000</b>	<b>1,149,000</b>	<b>10,972,000</b>
MSP198 - Wayfinding Plan	150,000	300,000	300,000	300,000	300,000	1,350,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	815,000	1,711,000	933,000	449,000	449,000	4,357,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	-	-	-	175,000
MSP285 - Bus Speed and Reliability Program (BSRP)	-	100,000	100,000	100,000	100,000	400,000
MSP292 - AOPP: Paratransit Forward Study	214,000	-	-	-	-	214,000
MSP294 - Planning Studies Managed Reserves	350,000	605,000	300,000	300,000	300,000	1,855,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	910,000	603,000	42,000	-	-	1,555,000
REV234 - Tooele County Microtransit & Vehicle Electrification	615,000	125,000	-	-	-	740,000
<b>Grand Total</b>	<b>230,433,000</b>	<b>325,959,000</b>	<b>263,352,000</b>	<b>194,589,000</b>	<b>257,565,000</b>	<b>1,271,898,000</b>

### 2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
Capital Services	1,081,279,000	130,352,000	308,378,000	250,486,000	123,779,000	7,997,000	260,287,000
FMA516 - Corridor Fencing	300,000	-	-	-	-	-	300,000
FMA679 - Building Remodels/Reconfigurations	5,550,000	-	-	-	-	-	5,550,000
FMA680 - Suicide Prevention Research Project	139,000	-	84,000	-	-	-	55,000
FMA687 - Layton Station Improvements2	622,000	-	-	-	-	-	622,000
FMA690 - Facility Program Development & Design	1,050,000	-	-	-	-	-	1,050,000
FMA692 - Warm Springs Upgrades	35,000,000	-	-	35,000,000	-	-	-
FMA693 - Meadowbrook Electrification	3,853,000	-	-	-	-	-	3,853,000
FMA694 - Electric Bus Chargers	6,695,000	-	-	-	-	-	6,695,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	9,750,000	-	-	-	-	-	9,750,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	4,935,000	-	-	140,000	525,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	56,000	-	-
MSP193 - Weber County Corridor Preservation	5,650,000	-	1,500,000	-	-	-	4,150,000
MSP202 - Davis-SLC Community Connector	5,600,000	-	1,455,000	-	4,100,000	-	45,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	2,196,000	-	-	-	165,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	1,404,000	-	-	106,000	-
MSP215 - Sharp/Tintic Rail Corridor Connection	2,290,000	-	-	-	2,000,000	-	290,000
MSP216 - Point of the Mountain Transit	4,000,000	-	2,000,000	-	2,000,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	756,000	-	706,000	-	-	-	50,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	179,000	-	-	-	153,000
MSP248 - Planning & Environmental Analysis	1,500,000	-	-	-	-	-	1,500,000
MSP252 - FrontRunner Strategic Double Tracking Project	10,000,000	-	-	-	10,000,000	-	-
MSP253 - Mid-Valley Connector	100,687,000	-	64,776,000	-	34,911,000	-	1,000,000
MSP254 - TechLink	1,250,000	-	950,000	-	-	-	300,000
MSP255 - Central Corridor	100,000	-	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	11,705,000	11,705,000	-	-	-	-	-
MSP259 - S-Line Extension	15,746,000	-	-	-	12,000,000	-	3,746,000
MSP260 - Westside Express (5600 West)	43,122,000	-	22,600,000	-	20,522,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	6,306,000	-	-	-	-	-	6,306,000
MSP264 - FrontRunner Extension to Payson	8,690,000	-	-	-	7,590,000	-	1,100,000
MSP265 - Program Management Support	14,000,000	-	-	-	-	-	14,000,000
MSP267 - New Maintenance Training Facility	9,086,000	-	-	9,086,000	-	-	-
MSP271 - MOW Training Yard	7,439,000	-	-	7,439,000	-	-	-
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	991,000	-	-	128,000	120,000
MSP283 - ROW & Facility Property Opportunity Buy	5,000,000	-	-	-	-	-	5,000,000
MSP286 - Utah County Park & Ride Lots	4,585,000	-	4,264,000	-	-	-	321,000
MSP287 - 900 East UVX Station	3,370,000	-	3,134,000	-	-	-	236,000
MSP288 - Sustainability Project Pool	750,000	-	-	-	-	-	750,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	187,000	-	-	-	19,000
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	3,700,000	-	-	-	-	-	3,700,000
MSP300 - New TRAX platform in South Jordan	6,000,000	-	-	-	-	6,000,000	-
MSP301 - Federal Bus Stops 53392	2,321,000	-	1,855,000	-	-	-	466,000
MSP312 - Point of the Mountain FrontRunner Station	600,000	-	-	-	600,000	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	20,000,000	-	-	20,000,000	-	-	-
REV209 - Paratransit Replacements	26,140,000	-	-	25,940,000	-	-	200,000

## 2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
REV211 - Replacement Buses	120,100,000	-	-	119,600,000	-	-	500,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000	-
REV224 - Bus Overhaul	7,500,000	-	-	-	-	-	7,500,000
REV232 - Van Pool Van Replacements	9,421,000	-	-	9,421,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	11,000,000	-	-	11,000,000	-	-	-
REV236 - VW Battery Buses	7,391,000	-	3,268,000	-	-	625,000	3,498,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	239,900,000	118,647,000	91,253,000	-	30,000,000	-	-
REV240 - Motor Pool Key Management System2	330,000	-	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)2	500,000	-	-	-	-	-	500,000
REV242 - Replacement Non-rev equipment/special vehicles	2,500,000	-	-	-	-	-	2,500,000
SGR040 - Light Rail Vehicle Rehab	47,500,000	-	30,400,000	-	-	-	17,100,000
SGR047 - LRT Stray Current Control	2,712,000	-	-	-	-	-	2,712,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	2,220,000	-	-	-	-	-	2,220,000
SGR370 - Red Signal Enforcement	10,228,000	-	-	-	-	-	10,228,000
SGR385 - Rail Replacement Program	23,222,000	-	18,577,000	-	-	-	4,645,000
SGR390 - Jordan River #2 Remodel	13,000,000	-	-	13,000,000	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	16,000,000	-	-	-	-	-	16,000,000
SGR393 - Grade Crossing Replacement Program	15,900,000	-	12,720,000	-	-	-	3,180,000
SGR397 - TPSS Component Replacement	20,300,000	-	16,240,000	-	-	-	4,060,000
SGR398 - OCS Rehab/Replace	39,300,000	-	22,704,000	-	-	-	16,596,000
SGR401 - Ballast and Tie replacement	1,500,000	-	-	-	-	-	1,500,000
SGR403 - Train Control Rehab & Replacement	46,729,000	-	-	-	-	-	46,729,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	15,000,000	-	-	-	-	-	15,000,000
SGR407 - Bus Stop Enhancements	5,850,000	-	-	-	-	-	5,850,000
SGR408 - Route End of Line (EOL) Enhancements	6,825,000	-	-	-	-	-	6,825,000
SGR409 - System Restrooms	6,620,000	-	-	-	-	-	6,620,000
SGR410 - Fiber Rehab/Replacement	6,918,000	-	-	-	-	-	6,918,000
SGR411 - Farmington Ped Bridge Repairs2	625,000	-	-	-	-	-	625,000
Enterprise Strategy	34,925,000	-	120,000	-	-	-	34,805,000
ICI001 - Passenger Information	3,200,000	-	-	-	-	-	3,200,000
ICI146 - FrontRunner WiFi Enhancements	550,000	-	-	-	-	-	550,000
ICI173 - JDE System Enhancements	275,000	-	-	-	-	-	275,000
ICI179 - Network Infrastructure Equipment & Software	1,902,000	-	-	-	-	-	1,902,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	120,000	-	-	-	-
ICI186 - In House Application Development	1,000,000	-	-	-	-	-	1,000,000
ICI191 - IT Managed Reserves	2,000,000	-	-	-	-	-	2,000,000
ICI197 - Bus Communications On-Board Technology	1,000,000	-	-	-	-	-	1,000,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	1,760,000	-	-	-	-	-	1,760,000
ICI199 - Rail Communication Onboard Tech	375,000	-	-	-	-	-	375,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	2,186,000	-	-	-	-	-	2,186,000
ICI202 - Radio Comm Infrastructure	275,000	-	-	-	-	-	275,000
ICI214 - APC Upgrade	2,500,000	-	-	-	-	-	2,500,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	450,000	-	-	-	-	-	450,000
ICI226 - New Radio Communication System	9,800,000	-	-	-	-	-	9,800,000
ICI230 - Operations Systems	6,800,000	-	-	-	-	-	6,800,000
ICI231 - United Way Tablet Upgrade2	57,000	-	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	305,000	-	-	-	-	-	305,000
Executive Director (Safety)	8,854,000	-	-	-	-	-	8,854,000
FMA604 - Safety General Projects	535,000	-	-	-	-	-	535,000

## 2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
FMA645 - Camera Sustainability	3,056,000	-	-	-	-	-	3,056,000
FMA658 - Bus Replacement Camera System	3,100,000	-	-	-	-	-	3,100,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	200,000	-	-	-	-	-	200,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	1,200,000	-	-	-	-	-	1,200,000
<b>Finance</b>	<b>103,387,000</b>	<b>-</b>	<b>20,532,000</b>	<b>-</b>	<b>-</b>	<b>1,420,000</b>	<b>81,435,000</b>
CDA006 - 5310 Administration Funds All Years	1,614,000	-	1,614,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	424,000	-	-	-	-	-	424,000
ICI213 - eVoucher Phase 2	374,000	-	124,000	-	-	-	250,000
ICI222 - ICI222- Fares Systems Replacement Program	30,761,000	-	-	-	-	-	30,761,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 53102	200,000	-	180,000	-	-	20,000	-
MSP221 - FFY 2018 20-1902 Grant O/L 53102	200,000	-	180,000	-	-	20,000	-
MSP222 - FFY 2018 20-1903 P/O 53102	200,000	-	180,000	-	-	20,000	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	50,000	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 53102	1,591,000	-	1,094,000	-	-	497,000	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	615,000	-	385,000	-	-	230,000	-
MSP278 - FFY 2022 UT02023 O/L 5310	835,000	-	572,000	-	-	263,000	-
MSP279 - FFY 2021 UT-2023-013 O/L 53102	425,000	-	425,000	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 53102	752,000	-	752,000	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 53102	289,000	-	289,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	50,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	950,000	-	760,000	-	-	190,000	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	50,000	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	550,000	-	440,000	-	-	110,000	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 53102	350,000	-	280,000	-	-	70,000	-
MSP302 - FFY 2024 O/L 5310	886,000	-	886,000	-	-	-	-
MSP303 - FFY 2023 O/L 5310	860,000	-	860,000	-	-	-	-
MSP304 - FFY 2023 P/O 5310	634,000	-	634,000	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	1,639,000	-	1,639,000	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	3,423,000	-	3,423,000	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	3,324,000	-	3,324,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	1,688,000	-	1,688,000	-	-	-	-
MSP309 - FFY 2024 P/O 5310	653,000	-	653,000	-	-	-	-
MSP999 - Capital Contingency	25,000,000	-	-	-	-	-	25,000,000
REV239 - HB322 Future Rail Car Purchase Payment	25,000,000	-	-	-	-	-	25,000,000
<b>Operations</b>	<b>28,151,000</b>	<b>-</b>	<b>277,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>27,874,000</b>
FMA543 - Police Fleet Vehicles	2,805,000	-	-	-	-	-	2,805,000
FMA652 - Facilities, Equipment Managed Reserve	4,000,000	-	-	-	-	-	4,000,000
FMA653 - Facilities Rehab/Replacement	4,963,000	-	-	-	-	-	4,963,000
FMA672 - Park & Ride Rehab/Replacement	2,000,000	-	-	-	-	-	2,000,000
FMA673 - Stations and Platforms Rehab/Replacement	1,468,000	-	-	-	-	-	1,468,000
FMA684 - Police Managed Reserve	1,350,000	-	-	-	-	-	1,350,000
FMA685 - Wheel Truing Machine JRSC	6,000,000	-	-	-	-	-	6,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot2	250,000	-	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 72	115,000	-	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	277,000	-	-	-	23,000
SGR386 - LRV repairs for 1137 and 1122	4,725,000	-	-	-	-	-	4,725,000
<b>People</b>	<b>4,330,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,330,000</b>
ICI228 - CPO New HRIS system application upgrade	3,750,000	-	-	-	-	-	3,750,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	-	55,000
MSP310 - Bus Training Simulator	525,000	-	-	-	-	-	525,000

### 2024-2028 Total Budget Details

Chief Office/Project Name	2024-2028 Total Budget	2024-2028 Total Budget- Bonds	2024-2028 Total Budget- Grants Award Executed	2024-2028 Total Budget- Lease	2024-2028 Total Budget- State	2024-2028 Total Budget- Local Partner	2024-2028 Total Budget- UTA Local
Planning & Engagement	10,972,000	-	800,000	-	287,000	1,844,000	8,041,000
MSP198 - Wayfinding Plan	1,350,000	-	-	-	-	-	1,350,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	4,357,000	-	-	-	287,000	-	4,070,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	175,000	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	400,000	-	-	-	-	-	400,000
MSP292 - AOPP: Paratransit Forward Study	214,000	-	182,000	-	-	32,000	-
MSP294 - Planning Studies Managed Reserves	1,855,000	-	-	-	-	150,000	1,705,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	1,555,000	-	-	-	-	1,555,000	-
REV234 - Tooele County Microtransit & Vehicle Electrification	740,000	-	443,000	-	-	107,000	190,000
<b>Grand Total</b>	<b>1,271,898,000</b>	<b>130,352,000</b>	<b>330,107,000</b>	<b>250,486,000</b>	<b>124,066,000</b>	<b>11,261,000</b>	<b>425,626,000</b>

### 2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
Capital Services	180,438,000	6,330,000	51,872,000	27,234,000	22,486,000	6,497,000	66,019,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	1,490,000	-	-	-	-	-	1,490,000
FMA680 - Suicide Prevention Research Project	139,000	-	84,000	-	-	-	55,000
FMA687 - Layton Station Improvements	72,000	-	-	-	-	-	72,000
FMA690 - Facility Program Development & Design	750,000	-	-	-	-	-	750,000
FMA692 - Warm Springs Upgrades	-	-	-	-	-	-	-
FMA693 - Meadowbrook Electrification	231,000	-	-	-	-	-	231,000
FMA694 - Electric Bus Chargers	-	-	-	-	-	-	-
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	1,000,000	-	-	-	-	-	1,000,000
MSP140 - Box Elder County Corridor Preservation	550,000	-	-	-	-	-	550,000
MSP185 - Ogden/Weber State University BRT	5,600,000	-	4,935,000	-	-	140,000	525,000
MSP189 - Signal Pre-emption Projects w/UDOT	56,000	-	-	-	56,000	-	-
MSP193 - Weber County Corridor Preservation	250,000	-	250,000	-	-	-	-
MSP202 - Davis-SLC Community Connector	2,200,000	-	970,000	-	1,200,000	-	30,000
MSP207 - 3300/3500 South Max EXP\Optimization	2,361,000	-	2,196,000	-	-	-	165,000
MSP208 - Clearfield FR Station Trail	1,510,000	-	1,404,000	-	-	106,000	-
MSP215 - Sharp/Tintic Rail Corridor Connection	1,145,000	-	-	-	1,000,000	-	145,000
MSP216 - Point of the Mountain Transit	1,500,000	-	1,500,000	-	-	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	378,000	-	353,000	-	-	-	25,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	1,500,000	-	-	-	-	-	1,500,000
MSP240 - Operator Restrooms throughout System	332,000	-	179,000	-	-	-	153,000
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	10,000,000	-	-	-	10,000,000	-	-
MSP254 - TechLink	1,250,000	-	950,000	-	-	-	300,000
MSP255 - Central Corridor	100,000	-	-	-	-	-	100,000
MSP258 - Mt. Ogden Amin Bldg. Expansion	1,330,000	1,330,000	-	-	-	-	-
MSP259 - S-Line Extension	4,000,000	-	-	-	4,000,000	-	-
MSP260 - Westside Express (5600 West)	3,500,000	-	2,100,000	-	1,400,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	3,554,000	-	-	-	-	-	3,554,000
MSP264 - FrontRunner Extension to Payson	2,530,000	-	-	-	2,530,000	-	-
MSP265 - Program Management Support	2,000,000	-	-	-	-	-	2,000,000
MSP267 - New Maintenance Training Facility	3,143,000	-	-	3,143,000	-	-	-
MSP271 - MOW Training Yard	4,245,000	-	-	4,245,000	-	-	-
MSP272 - TRAX Operational Simulator	634,000	-	-	-	-	-	634,000
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	1,239,000	-	991,000	-	-	128,000	120,000
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	1,000,000	-	930,000	-	-	-	70,000
MSP287 - 900 East UVX Station	3,370,000	-	3,134,000	-	-	-	236,000
MSP288 - Sustainability Project Pool	350,000	-	-	-	-	-	350,000
MSP289 - Historic Orchard Pathway (Box Elder County)	206,000	-	187,000	-	-	-	19,000
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Trackin	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	4,500,000	-	-	-	-	4,500,000	-

### 2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
MSP301 - Federal Bus Stops 5339	802,000	-	641,000	-	-	-	161,000
MSP312 - Point of the Mountain FrontRunner Station	300,000	-	-	-	300,000	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	6,000,000	-	-	6,000,000	-	-	-
REV209 - Paratransit Replacements	5,581,000	-	-	5,541,000	-	-	40,000
REV211 - Replacement Buses	100,000	-	-	-	-	-	100,000
REV212 - Park City Lo/No Grant	998,000	-	-	-	-	998,000	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	2,305,000	-	-	2,305,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	500,000	-	-	500,000	-	-	-
REV236 - VW Battery Buses	7,391,000	-	3,268,000	-	-	625,000	3,498,000
REV238 - SD100/SD160 Light Rail Vehicle Replacement	10,000,000	5,000,000	5,000,000	-	-	-	-
REV240 - Motor Pool Key Management System	330,000	-	-	-	-	-	330,000
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,500,000	-	-	-	-	-	9,500,000
SGR047 - LRT Stray Current Control	511,000	-	-	-	-	-	511,000
SGR353 - Commuter Rail Engine Overhaul	3,400,000	-	-	-	-	-	3,400,000
SGR359 - Bridge Rehabilitation & Maintenance	400,000	-	-	-	-	-	400,000
SGR370 - Red Signal Enforcement	3,956,000	-	-	-	-	-	3,956,000
SGR385 - Rail Replacement Program	6,100,000	-	4,880,000	-	-	-	1,220,000
SGR390 - Jordan River #2 Remodel	5,500,000	-	-	5,500,000	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	1,000,000	-	-	-	-	-	1,000,000
SGR393 - Grade Crossing Replacement Program	3,000,000	-	2,400,000	-	-	-	600,000
SGR397 - TPSS Component Replacement	16,000,000	-	12,800,000	-	-	-	3,200,000
SGR398 - OCS Rehab/Replace	3,400,000	-	2,720,000	-	-	-	680,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	6,062,000	-	-	-	-	-	6,062,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	7,000,000	-	-	-	-	-	7,000,000
SGR407 - Bus Stop Enhancements	750,000	-	-	-	-	-	750,000
SGR408 - Route End of Line (EOL) Enhancements	225,000	-	-	-	-	-	225,000
SGR409 - System Restrooms	2,135,000	-	-	-	-	-	2,135,000
SGR410 - Fiber Rehab/Replacement	3,352,000	-	-	-	-	-	3,352,000
SGR411 - Farmington Ped Bridge Repairs	65,000	-	-	-	-	-	65,000
<b>Enterprise Strategy</b>	<b>8,050,000</b>	<b>-</b>	<b>120,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,930,000</b>
ICI001 - Passenger Information	500,000	-	-	-	-	-	500,000
ICI146 - FrontRunner WiFi Enhancements	250,000	-	-	-	-	-	250,000
ICI173 - JDE System Enhancements	75,000	-	-	-	-	-	75,000
ICI179 - Network Infrastructure Equipment & Software	384,000	-	-	-	-	-	384,000
ICI185 - WFRC Grant for Passenger Info Improvements	120,000	-	120,000	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	-	-	-	-	-	250,000
ICI199 - Rail Communication Onboard Tech	100,000	-	-	-	-	-	100,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	369,000	-	-	-	-	-	369,000
ICI202 - Radio Comm Infrastructure	75,000	-	-	-	-	-	75,000

### 2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
ICI214 - APC Upgrade	300,000	-	-	-	-	-	300,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	170,000	-	-	-	-	-	170,000
ICI217 - Transit Management System	200,000	-	-	-	-	-	200,000
ICI224 - JDE 9.2 Applications Upgrade UNx	-	-	-	-	-	-	-
ICI226 - New Radio Communication System	2,000,000	-	-	-	-	-	2,000,000
ICI230 - Operations Systems	2,400,000	-	-	-	-	-	2,400,000
ICI231 - United Way Tablet Upgrade	57,000	-	-	-	-	-	57,000
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	-	-	-	-	-	-
<b>Executive Director (Safety)</b>	<b>2,448,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,448,000</b>
FMA604 - Safety General Projects	55,000	-	-	-	-	-	55,000
FMA645 - Camera Sustainability	670,000	-	-	-	-	-	670,000
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	763,000	-	-	-	-	-	763,000
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	-	-	-	-	-	300,000
<b>Finance</b>	<b>28,535,000</b>	<b>-</b>	<b>4,951,000</b>	<b>-</b>	<b>-</b>	<b>1,127,000</b>	<b>22,457,000</b>
CDA006 - 5310 Administration Funds All Years	304,000	-	304,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	116,000	-	-	-	-	-	116,000
ICI213 - eVoucher Phase 2	324,000	-	124,000	-	-	-	200,000
ICI222 - ICI222- Fares Systems Replacement Program	12,141,000	-	-	-	-	-	12,141,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	200,000	-	180,000	-	-	20,000	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	200,000	-	180,000	-	-	20,000	-
MSP222 - FFY 2018 20-1903 P/O 5310	200,000	-	180,000	-	-	20,000	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	50,000	-	50,000	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	1,000,000	-	687,000	-	-	313,000	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	500,000	-	306,000	-	-	194,000	-
MSP278 - FFY 2022 UT02023 O/L 5310	700,000	-	480,000	-	-	220,000	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	300,000	-	300,000	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	500,000	-	500,000	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	200,000	-	200,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	50,000	-	50,000	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	900,000	-	720,000	-	-	180,000	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	50,000	-	50,000	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	500,000	-	400,000	-	-	100,000	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	300,000	-	240,000	-	-	60,000	-
MSP302 - FFY 2024 O/L 5310	-	-	-	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	-	-	-	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	-	-	-	-	-	-	-
MSP309 - FFY 2024 P/O 5310	-	-	-	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
<b>Operations</b>	<b>6,277,000</b>	<b>-</b>	<b>277,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,000,000</b>
FMA543 - Police Fleet Vehicles	605,000	-	-	-	-	-	605,000

### 2024 Capital Budget Details

Chief Office/Project Name	2024 Total Budget	2024 Total Budget- Bonds	2024 Total Budget- Grants Award Executed	2024 Total Budget- Lease	2024 Total Budget- State	2024 Total Budget- Local Partner	2024 Total Budget- UTA Funds
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	1,433,000	-	-	-	-	-	1,433,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	434,000	-	-	-	-	-	434,000
FMA684 - Police Managed Reserve	250,000	-	-	-	-	-	250,000
FMA685 - Wheel Truing Machine JRSC	500,000	-	-	-	-	-	500,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	250,000	-	-	-	-	-	250,000
FMA689 - New Bid Trailer for MB building 7	115,000	-	-	-	-	-	115,000
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	175,000	-	-	-	-	-	175,000
MSP210 - FrontRunner Bike Rack project	300,000	-	277,000	-	-	-	23,000
SGR386 - LRV repairs for 1137 and 1122	1,015,000	-	-	-	-	-	1,015,000
<b>People</b>	<b>1,130,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,130,000</b>
ICI228 - CPO New HRIS system application upgrade	1,000,000	-	-	-	-	-	1,000,000
MSP291 - CareATC Location Build Out	55,000	-	-	-	-	-	55,000
MSP310 - Bus Training Simulator	75,000	-	-	-	-	-	75,000
<b>Planning &amp; Engagement</b>	<b>3,555,000</b>	<b>-</b>	<b>800,000</b>	<b>-</b>	<b>287,000</b>	<b>1,199,000</b>	<b>1,269,000</b>
MSP198 - Wayfinding Plan	150,000	-	-	-	-	-	150,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	815,000	-	-	-	287,000	-	528,000
MSP284 - Route Planning Restoration using Equity Index	175,000	-	175,000	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	-	-	-	-	-	-	-
MSP292 - AOPP: Paratransit Forward Study	214,000	-	182,000	-	-	32,000	-
MSP294 - Planning Studies Managed Reserves	350,000	-	-	-	-	150,000	200,000
MSP314 - One-Time UTA On Demand Funds	326,000	-	-	-	-	-	326,000
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	910,000	-	-	-	-	910,000	-
REV234 - Tooele County Microtransit & Vehicle Electrification	615,000	-	443,000	-	-	107,000	65,000
<b>Grand Total</b>	<b>230,433,000</b>	<b>6,330,000</b>	<b>58,020,000</b>	<b>27,234,000</b>	<b>22,773,000</b>	<b>8,823,000</b>	<b>107,253,000</b>

### 2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
Capital Services	\$ 275,072,000	\$ 8,355,000	\$ 92,226,000	\$ 63,763,000	\$ 50,662,000	\$ 1,500,000	\$ 58,566,000
FMA516 - Corridor Fencing	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
FMA679 - Building Remodels/Reconfigurations	\$ 1,290,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,290,000
FMA680 - Suicide Prevention Research Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA687 - Layton Station Improvements	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
FMA690 - Facility Program Development & Design	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
FMA692 - Warm Springs Upgrades	\$ 3,500,000	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -
FMA693 - Meadowbrook Electrification	\$ 1,786,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,786,000
FMA694 - Electric Bus Chargers	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
FMA695 - Facility Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP102 - Depot District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP140 - Box Elder County Corridor Preservation	\$ 2,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,300,000
MSP185 - Ogden/Weber State University BRT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP189 - Signal Pre-emption Projects w/UDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP193 - Weber County Corridor Preservation	\$ 2,700,000	\$ -	\$ 625,000	\$ -	\$ -	\$ -	\$ 2,075,000
MSP202 - Davis-SLC Community Connector	\$ 3,400,000	\$ -	\$ 485,000	\$ -	\$ 2,900,000	\$ -	\$ 15,000
MSP207 - 3300/3500 South Max EXP\Optimization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP208 - Clearfield FR Station Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP215 - Sharp/Tintic Rail Corridor Connection	\$ 1,145,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 145,000
MSP216 - Point of the Mountain Transit	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -
MSP224 - UTA ADA Bus Stop Improvements UTCO	\$ 378,000	\$ -	\$ 353,000	\$ -	\$ -	\$ -	\$ 25,000
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP240 - Operator Restrooms throughout System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP248 - Planning & Environmental Analysis	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
MSP252 - FrontRunner Strategic Double Tracking Project	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -
MSP253 - Mid-Valley Connector	\$ 45,700,000	\$ -	\$ 33,705,000	\$ -	\$ 11,495,000	\$ -	\$ 500,000
MSP254 - TechLink	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP255 - Central Corridor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP258 - Mt. Ogden Amin Bldg. Expansion	\$ 5,355,000	\$ 5,355,000	\$ -	\$ -	\$ -	\$ -	\$ -
MSP259 - S-Line Extension	\$ 11,746,000	\$ -	\$ -	\$ -	\$ 8,000,000	\$ -	\$ 3,746,000
MSP260 - Westside Express (5600 West)	\$ 16,500,000	\$ -	\$ 9,063,000	\$ -	\$ 7,437,000	\$ -	\$ -
MSP262 - SLCentral HQ Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP263 - TOD Working Capital	\$ 688,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 688,000
MSP264 - FrontRunner Extension to Payson	\$ 3,080,000	\$ -	\$ -	\$ -	\$ 2,530,000	\$ -	\$ 550,000
MSP265 - Program Management Support	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
MSP267 - New Maintenance Training Facility	\$ 5,229,000	\$ -	\$ -	\$ 5,229,000	\$ -	\$ -	\$ -
MSP271 - MOW Training Yard	\$ 2,607,000	\$ -	\$ -	\$ 2,607,000	\$ -	\$ -	\$ -
MSP272 - TRAX Operational Simulator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP274 - Historic Utah Southern Rail Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP275 - Station Area Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP283 - ROW & Facility Property Opportunity Buy	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
MSP286 - Utah County Park & Ride Lots	\$ 3,585,000	\$ -	\$ 3,334,000	\$ -	\$ -	\$ -	\$ 251,000
MSP287 - 900 East UVX Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP288 - Sustainability Project Pool	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700,000
MSP300 - New TRAX platform in South Jordan	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -
MSP301 - Federal Bus Stops 5339	\$ 802,000	\$ -	\$ 641,000	\$ -	\$ -	\$ -	\$ 161,000
MSP312 - Point of the Mountain FrontRunner Station	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -

### 2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
MSP313 - Electric Charger Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV205 - Replacement Non-Revenue Support Vehicles	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -
REV209 - Paratransit Replacements	\$ 4,851,000	\$ -	\$ -	\$ 4,811,000	\$ -	\$ -	\$ 40,000
REV211 - Replacement Buses	\$ 30,000,000	\$ -	\$ -	\$ 29,900,000	\$ -	\$ -	\$ 100,000
REV212 - Park City Lo/No Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV224 - Bus Overhaul	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
REV232 - Van Pool Van Replacements	\$ 1,716,000	\$ -	\$ -	\$ 1,716,000	\$ -	\$ -	\$ -
REV233 - Commuter Rail Vehicle Procurement - Used	\$ 5,500,000	\$ -	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -
REV236 - VW Battery Buses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV238 - SD100/SD160 Light Rail Vehicle Replacement	\$ 36,000,000	\$ 3,000,000	\$ 18,000,000	\$ -	\$ 15,000,000	\$ -	\$ -
REV240 - Motor Pool Key Management System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV241 - NRV Ancillary Equipment (Trailers, etc.)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
REV242 - Replacement Non-rev equipment/special vehicles	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
SGR040 - Light Rail Vehicle Rehab	\$ 11,000,000	\$ -	\$ 8,800,000	\$ -	\$ -	\$ -	\$ 2,200,000
SGR047 - LRT Stray Current Control	\$ 526,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,000
SGR353 - Commuter Rail Engine Overhaul	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR359 - Bridge Rehabilitation & Maintenance	\$ 420,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,000
SGR370 - Red Signal Enforcement	\$ 3,409,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,409,000
SGR385 - Rail Replacement Program	\$ 6,200,000	\$ -	\$ 4,960,000	\$ -	\$ -	\$ -	\$ 1,240,000
SGR390 - Jordan River #2 Remodel	\$ 5,500,000	\$ -	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -
SGR391 - Commuter Rail Vehicle Rehab and Replacement	\$ 3,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750,000
SGR393 - Grade Crossing Replacement Program	\$ 4,500,000	\$ -	\$ 3,600,000	\$ -	\$ -	\$ -	\$ 900,000
SGR397 - TPSS Component Replacement	\$ 4,300,000	\$ -	\$ 3,440,000	\$ -	\$ -	\$ -	\$ 860,000
SGR398 - OCS Rehab/Replace	\$ 5,900,000	\$ -	\$ 4,720,000	\$ -	\$ -	\$ -	\$ 1,180,000
SGR401 - Ballast and Tie replacement	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
SGR403 - Train Control Rehab & Replacement	\$ 10,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,900,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
SGR407 - Bus Stop Enhancements	\$ 1,275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,275,000
SGR408 - Route End of Line (EOL) Enhancements	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000
SGR409 - System Restrooms	\$ 2,245,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,245,000
SGR410 - Fiber Rehab/Replacement	\$ 1,519,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,519,000
SGR411 - Farmington Ped Bridge Repairs	\$ 560,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,000
<b>Enterprise Strategy</b>	<b>\$ 14,328,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,328,000</b>
ICI001 - Passenger Information	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
ICI146 - FrontRunner WiFi Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
ICI173 - JDE System Enhancements	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
ICI179 - Network Infrastructure Equipment & Software	\$ 939,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 939,000
ICI185 - WFRC Grant for Passenger Info Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI186 - In House Application Development	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ICI191 - IT Managed Reserves	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
ICI197 - Bus Communications On-Board Technology	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,000
ICI199 - Rail Communication Onboard Tech	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	\$ 394,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,000
ICI202 - Radio Comm Infrastructure	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
ICI214 - APC Upgrade	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI217 - Transit Management System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI224 - JDE 9.2 Applications Upgrade UNx	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000

### 2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
ICI226 - New Radio Communication System	\$ 7,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000,000
ICI230 - Operations Systems	\$ 2,150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,150,000
ICI231 - United Way Tablet Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
<b>Executive Director (Safety)</b>	<b>\$ 1,736,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,736,000</b>
FMA604 - Safety General Projects	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
FMA645 - Camera Sustainability	\$ 656,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,000
FMA658 - Bus Replacement Camera System	\$ 620,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,000
FMA681 - Arc Flash Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI140 - Next Crossing Cameras	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
<b>Finance</b>	<b>\$ 19,110,000</b>	<b>\$ -</b>	<b>\$ 3,677,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 293,000</b>	<b>\$ 15,140,000</b>
CDA006 - 5310 Administration Funds All Years	\$ 313,000	\$ -	\$ 313,000	\$ -	\$ -	\$ -	\$ -
FMA686 - Warehouse Equipment Managed Reserve	\$ 94,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,000
ICI213 - eVoucher Phase 2	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
ICI222 - ICI222- Fares Systems Replacement Program	\$ 4,996,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,996,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP221 - FFY 2018 20-1902 Grant O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP222 - FFY 2018 20-1903 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP276 - FFY 2022 UT 2023 SL/WV 5310	\$ 591,000	\$ -	\$ 407,000	\$ -	\$ -	\$ 184,000	\$ -
MSP277 - FFY 2022 UT-2023-024 P/O 5310	\$ 115,000	\$ -	\$ 79,000	\$ -	\$ -	\$ 36,000	\$ -
MSP278 - FFY 2022 UT02023 O/L 5310	\$ 135,000	\$ -	\$ 92,000	\$ -	\$ -	\$ 43,000	\$ -
MSP279 - FFY 2021 UT-2023-013 O/L 5310	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	\$ 252,000	\$ -	\$ 252,000	\$ -	\$ -	\$ -	\$ -
MSP281 - FFY 2021 UT-2023-023 P/O 5310	\$ 89,000	\$ -	\$ 89,000	\$ -	\$ -	\$ -	\$ -
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	\$ 50,000	\$ -	\$ 40,000	\$ -	\$ -	\$ 10,000	\$ -
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	\$ 50,000	\$ -	\$ 40,000	\$ -	\$ -	\$ 10,000	\$ -
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	\$ 50,000	\$ -	\$ 40,000	\$ -	\$ -	\$ 10,000	\$ -
MSP302 - FFY 2024 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP303 - FFY 2023 O/L 5310	\$ 700,000	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -
MSP304 - FFY 2023 P/O 5310	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -
MSP305 - FFY 2023 SL/WV 5310	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
MSP306 - FFY 2026 All UZAs 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP307 - FFY 2025 All UZAs 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP308 - FFY 2024 SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP309 - FFY 2024 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP999 - Capital Contingency	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
<b>Operations</b>	<b>\$ 10,249,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,249,000</b>
FMA543 - Police Fleet Vehicles	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605,000
FMA652 - Facilities, Equipment Managed Reserve	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
FMA653 - Facilities Rehab/Replacement	\$ 1,130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,130,000
FMA672 - Park & Ride Rehab/Replacement	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
FMA673 - Stations and Platforms Rehab/Replacement	\$ 434,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 434,000
FMA684 - Police Managed Reserve	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000
FMA685 - Wheel Truing Machine JRSC	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000

### 2025 Capital Budget Details

Chief Office/Project Name	2025 Total Budget	2025 Total Budget- Bonds	2025 Total Budget- Grants Award Executed	2025 Total Budget- Lease	2025 Total Budget- State	2025 Total Budget- Local Partner	2025 Total Budget- UTA Funds
FMA688 - Lab Building FLHQ Demolition/Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA689 - New Bid Trailer for MB building 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP210 - FrontRunner Bike Rack project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR386 - LRV repairs for 1137 and 1122	\$ 3,105,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,105,000
<b>People</b>	\$ 2,020,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,020,000
ICI228 - CPO New HRIS system application upgrade	\$ 1,570,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,570,000
MSP291 - CareATC Location Build Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP310 - Bus Training Simulator	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
<b>Planning &amp; Engagement</b>	\$ 3,444,000	\$ -	\$ -	\$ -	\$ -	\$ 603,000	\$ 2,841,000
MSP198 - Wayfinding Plan	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	\$ 1,711,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,711,000
MSP284 - Route Planning Restoration using Equity Index	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP285 - Bus Speed and Reliability Program (BSRP)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
MSP292 - AOPP: Paratransit Forward Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP294 - Planning Studies Managed Reserves	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605,000
MSP314 - One-Time UTA On Demand Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	\$ 603,000	\$ -	\$ -	\$ -	\$ -	\$ 603,000	\$ -
REV234 - Tooele County Microtransit & Vehicle Electrification	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
<b>Grand Total</b>	\$ 325,959,000	\$ 8,355,000	\$ 95,903,000	\$ 63,763,000	\$ 50,662,000	\$ 2,396,000	#####

### 2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget- Bonds	2026 Total Budget- Grants Award Executed	2026 Total Budget- Lease	2026 Total Budget- State	2026 Total Budget- Local Partner	2026 Total Budget- UTA Funds
Capital Services	\$ 228,033,000	\$ 8,020,000	\$ 74,901,000	\$ 52,879,000	\$ 39,446,000	\$ -	\$ 52,787,000
FMA516 - Corridor Fencing	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
FMA679 - Building Remodels/Reconfigurations	\$ 1,190,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,190,000
FMA680 - Suicide Prevention Research Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA687 - Layton Station Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA690 - Facility Program Development & Design	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
FMA692 - Warm Springs Upgrades	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -
FMA693 - Meadowbrook Electrification	\$ 1,836,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,836,000
FMA694 - Electric Bus Chargers	\$ 2,065,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,065,000
FMA695 - Facility Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP102 - Depot District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP140 - Box Elder County Corridor Preservation	\$ 2,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,300,000
MSP185 - Ogden/Weber State University BRT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP189 - Signal Pre-emption Projects w/UDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP193 - Weber County Corridor Preservation	\$ 2,700,000	\$ -	\$ 625,000	\$ -	\$ -	\$ -	\$ 2,075,000
MSP202 - Davis-SLC Community Connector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP207 - 3300/3500 South Max EXP\Optimization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP208 - Clearfield FR Station Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP215 - Sharp/Tintic Rail Corridor Connection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP216 - Point of the Mountain Transit	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -
MSP224 - UTA ADA Bus Stop Improvements UTCO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP240 - Operator Restrooms throughout System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP248 - Planning & Environmental Analysis	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
MSP252 - FrontRunner Strategic Double Tracking Project	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -
MSP253 - Mid-Valley Connector	\$ 44,987,000	\$ -	\$ 31,071,000	\$ -	\$ 13,416,000	\$ -	\$ 500,000
MSP254 - TechLink	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP255 - Central Corridor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP258 - Mt. Ogden Amin Bldg. Expansion	\$ 5,020,000	\$ 5,020,000	\$ -	\$ -	\$ -	\$ -	\$ -
MSP259 - S-Line Extension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP260 - Westside Express (5600 West)	\$ 15,000,000	\$ -	\$ 9,000,000	\$ -	\$ 6,000,000	\$ -	\$ -
MSP262 - SLCentral HQ Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP263 - TOD Working Capital	\$ 688,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 688,000
MSP264 - FrontRunner Extension to Payson	\$ 3,080,000	\$ -	\$ -	\$ -	\$ 2,530,000	\$ -	\$ 550,000
MSP265 - Program Management Support	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
MSP267 - New Maintenance Training Facility	\$ 714,000	\$ -	\$ -	\$ 714,000	\$ -	\$ -	\$ -
MSP271 - MOW Training Yard	\$ 587,000	\$ -	\$ -	\$ 587,000	\$ -	\$ -	\$ -
MSP272 - TRAX Operational Simulator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP274 - Historic Utah Southern Rail Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP275 - Station Area Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP283 - ROW & Facility Property Opportunity Buy	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
MSP286 - Utah County Park & Ride Lots	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP287 - 900 East UVX Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP288 - Sustainability Project Pool	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP300 - New TRAX platform in South Jordan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP301 - Federal Bus Stops 5339	\$ 717,000	\$ -	\$ 573,000	\$ -	\$ -	\$ -	\$ 144,000
MSP313 - Electric Charger Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV205 - Replacement Non-Revenue Support Vehicles	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -
REV209 - Paratransit Replacements	\$ 3,961,000	\$ -	\$ -	\$ 3,921,000	\$ -	\$ -	\$ 40,000
REV211 - Replacement Buses	\$ 30,000,000	\$ -	\$ -	\$ 29,900,000	\$ -	\$ -	\$ 100,000

### 2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget- Bonds	2026 Total Budget- Grants Award Executed	2026 Total Budget- Lease	2026 Total Budget- State	2026 Total Budget- Local Partner	2026 Total Budget- UTA Funds
REV212 - Park City Lo/No Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV224 - Bus Overhaul	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
REV232 - Van Pool Van Replacements	\$ 1,757,000	\$ -	\$ -	\$ 1,757,000	\$ -	\$ -	\$ -
REV233 - Commuter Rail Vehicle Procurement - Used	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -
REV236 - VW Battery Buses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV238 - SD100/SD160 Light Rail Vehicle Replacement	\$ 36,000,000	\$ 3,000,000	\$ 18,000,000	\$ -	\$ 15,000,000	\$ -	\$ -
REV240 - Motor Pool Key Management System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REV241 - NRV Ancillary Equipment (Trailers, etc.)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
REV242 - Replacement Non-rev equipment/special vehicles	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
SGR040 - Light Rail Vehicle Rehab	\$ 9,000,000	\$ -	\$ 7,200,000	\$ -	\$ -	\$ -	\$ 1,800,000
SGR047 - LRT Stray Current Control	\$ 542,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 542,000
SGR353 - Commuter Rail Engine Overhaul	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR359 - Bridge Rehabilitation & Maintenance	\$ 440,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,000
SGR370 - Red Signal Enforcement	\$ 2,863,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,863,000
SGR385 - Rail Replacement Program	\$ 2,435,000	\$ -	\$ 1,948,000	\$ -	\$ -	\$ -	\$ 487,000
SGR390 - Jordan River #2 Remodel	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -
SGR391 - Commuter Rail Vehicle Rehab and Replacement	\$ 3,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750,000
SGR393 - Grade Crossing Replacement Program	\$ 2,200,000	\$ -	\$ 1,760,000	\$ -	\$ -	\$ -	\$ 440,000
SGR397 - TPSS Component Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR398 - OCS Rehab/Replace	\$ 10,000,000	\$ -	\$ 4,724,000	\$ -	\$ -	\$ -	\$ 5,276,000
SGR401 - Ballast and Tie replacement	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
SGR403 - Train Control Rehab & Replacement	\$ 9,467,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,467,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000
SGR407 - Bus Stop Enhancements	\$ 1,275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,275,000
SGR408 - Route End of Line (EOL) Enhancements	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000
SGR409 - System Restrooms	\$ 1,120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120,000
SGR410 - Fiber Rehab/Replacement	\$ 679,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 679,000
SGR411 - Farmington Ped Bridge Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Strategy	\$ 6,274,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,274,000
ICI001 - Passenger Information	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
ICI146 - FrontRunner WiFi Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
ICI173 - JDE System Enhancements	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
ICI179 - Network Infrastructure Equipment & Software	\$ 279,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,000
ICI185 - WFRC Grant for Passenger Info Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI186 - In House Application Development	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ICI191 - IT Managed Reserves	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
ICI197 - Bus Communications On-Board Technology	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
ICI199 - Rail Communication Onboard Tech	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ICI202 - Radio Comm Infrastructure	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
ICI214 - APC Upgrade	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI217 - Transit Management System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI224 - JDE 9.2 Applications Upgrade UNx	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI226 - New Radio Communication System	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
ICI230 - Operations Systems	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
ICI231 - United Way Tablet Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	\$ 145,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,000
Executive Director (Safety)	\$ 1,725,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,725,000
FMA604 - Safety General Projects	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
FMA645 - Camera Sustainability	\$ 645,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645,000

### 2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget- Bonds	2026 Total Budget- Grants Award Executed	2026 Total Budget- Lease	2026 Total Budget- State	2026 Total Budget- Local Partner	2026 Total Budget- UTA Funds
FMA658 - Bus Replacement Camera System	\$ 620,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,000
FMA681 - Arc Flash Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI140 - Next Crossing Cameras	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
<b>Finance</b>	<b>\$ 18,780,000</b>	<b>\$ -</b>	<b>\$ 3,456,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,324,000</b>
CDA006 - 5310 Administration Funds All Years	\$ 323,000	\$ -	\$ 323,000	\$ -	\$ -	\$ -	\$ -
FMA686 - Warehouse Equipment Managed Reserve	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
ICI213 - eVoucher Phase 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ICI222 - ICI222- Fares Systems Replacement Program	\$ 5,269,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,269,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP221 - FFY 2018 20-1902 Grant O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP222 - FFY 2018 20-1903 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP276 - FFY 2022 UT 2023 SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP277 - FFY 2022 UT-2023-024 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP278 - FFY 2022 UT02023 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP279 - FFY 2021 UT-2023-013 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP281 - FFY 2021 UT-2023-023 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP302 - FFY 2024 O/L 5310	\$ 700,000	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -
MSP303 - FFY 2023 O/L 5310	\$ 160,000	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ -
MSP304 - FFY 2023 P/O 5310	\$ 134,000	\$ -	\$ 134,000	\$ -	\$ -	\$ -	\$ -
MSP305 - FFY 2023 SL/WV 5310	\$ 639,000	\$ -	\$ 639,000	\$ -	\$ -	\$ -	\$ -
MSP306 - FFY 2026 All UZAs 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP307 - FFY 2025 All UZAs 5310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP308 - FFY 2024 SL/WV 5310	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
MSP309 - FFY 2024 P/O 5310	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -
MSP999 - Capital Contingency	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
<b>Operations</b>	<b>\$ 5,685,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,685,000</b>
FMA543 - Police Fleet Vehicles	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605,000
FMA652 - Facilities, Equipment Managed Reserve	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
FMA653 - Facilities Rehab/Replacement	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
FMA672 - Park & Ride Rehab/Replacement	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
FMA673 - Stations and Platforms Rehab/Replacement	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
FMA684 - Police Managed Reserve	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000
FMA685 - Wheel Truing Machine JRSC	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
FMA688 - Lab Building FLHQ Demolition/Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA689 - New Bid Trailer for MB building 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP210 - FrontRunner Bike Rack project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR386 - LRV repairs for 1137 and 1122	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605,000
<b>People</b>	<b>\$ 1,180,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,180,000</b>
ICI228 - CPO New HRIS system application upgrade	\$ 1,180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,180,000
MSP291 - CareATC Location Build Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP310 - Bus Training Simulator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Planning &amp; Engagement</b>	<b>\$ 1,675,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,000</b>	<b>\$ 1,633,000</b>

## 2026 Capital Budget Details

Chief Office/Project Name	2026 Total Budget	2026 Total Budget- Bonds	2026 Total Budget- Grants Award Executed	2026 Total Budget- Lease	2026 Total Budget- State	2026 Total Budget- Local Partner	2026 Total Budget- UTA Funds
MSP198 - Wayfinding Plan	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	\$ 933,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 933,000
MSP284 - Route Planning Restoration using Equity Index	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP285 - Bus Speed and Reliability Program (BSRP)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
MSP292 - AOPP: Paratransit Forward Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP294 - Planning Studies Managed Reserves	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
MSP314 - One-Time UTA On Demand Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	\$ 42,000	\$ -	\$ -	\$ -	\$ -	\$ 42,000	\$ -
REV234 - Tooele County Microtransit & Vehicle Electrification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 263,352,000</b>	<b>\$ 8,020,000</b>	<b>\$ 78,357,000</b>	<b>\$ 52,879,000</b>	<b>\$ 39,446,000</b>	<b>\$ 42,000</b>	<b>\$ 84,608,000</b>

### 2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
Capital Services	168,750,000	18,950,000	40,473,000	60,440,000	8,185,000	-	40,702,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	1,040,000	-	-	-	-	-	1,040,000
FMA680 - Suicide Prevention Research Project	-	-	-	-	-	-	-
FMA687 - Layton Station Improvements	-	-	-	-	-	-	-
FMA690 - Facility Program Development & Design	-	-	-	-	-	-	-
FMA692 - Warm Springs Upgrades	20,000,000	-	-	20,000,000	-	-	-
FMA693 - Meadowbrook Electrification	-	-	-	-	-	-	-
FMA694 - Electric Bus Chargers	2,065,000	-	-	-	-	-	2,065,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	-	-	-	-	-	-	-
MSP140 - Box Elder County Corridor Preservation	2,300,000	-	-	-	-	-	2,300,000
MSP185 - Ogden/Weber State University BRT	-	-	-	-	-	-	-
MSP189 - Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-
MSP193 - Weber County Corridor Preservation	-	-	-	-	-	-	-
MSP202 - Davis-SLC Community Connector	-	-	-	-	-	-	-
MSP207 - 3300/3500 South Max EXP\Optimization	-	-	-	-	-	-	-
MSP208 - Clearfield FR Station Trail	-	-	-	-	-	-	-
MSP215 - Sharp/Tintic Rail Corridor Connection	-	-	-	-	-	-	-
MSP216 - Point of the Mountain Transit	500,000	-	-	-	500,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	-	-	-	-	-	-	-
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	-	-	-	-	-	-	-
MSP240 - Operator Restrooms throughout System	-	-	-	-	-	-	-
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	-	-	-	-	-	-	-
MSP254 - TechLink	-	-	-	-	-	-	-
MSP255 - Central Corridor	-	-	-	-	-	-	-
MSP258 - Mt. Ogden Amin Bldg. Expansion	-	-	-	-	-	-	-
MSP259 - S-Line Extension	-	-	-	-	-	-	-
MSP260 - Westside Express (5600 West)	8,122,000	-	2,437,000	-	5,685,000	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	688,000	-	-	-	-	-	688,000
MSP264 - FrontRunner Extension to Payson	-	-	-	-	-	-	-
MSP265 - Program Management Support	3,000,000	-	-	-	-	-	3,000,000
MSP267 - New Maintenance Training Facility	-	-	-	-	-	-	-
MSP271 - MOW Training Yard	-	-	-	-	-	-	-
MSP272 - TRAX Operational Simulator	-	-	-	-	-	-	-
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	-	-	-	-	-	-	-
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	-	-	-	-	-	-	-
MSP287 - 900 East UVX Station	-	-	-	-	-	-	-
MSP288 - Sustainability Project Pool	100,000	-	-	-	-	-	100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	-	-	-	-	-	-	-
MSP301 - Federal Bus Stops 5339	-	-	-	-	-	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-

### 2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
REV205 - Replacement Non-Revenue Support Vehicles	3,000,000	-	-	3,000,000	-	-	-
REV209 - Paratransit Replacements	5,780,000	-	-	5,740,000	-	-	40,000
REV211 - Replacement Buses	30,000,000	-	-	29,900,000	-	-	100,000
REV212 - Park City Lo/No Grant	-	-	-	-	-	-	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	1,800,000	-	-	1,800,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-
REV236 - VW Battery Buses	-	-	-	-	-	-	-
REV238 - SD100/SD160 Light Rail Vehicle Replacement	37,900,000	18,950,000	18,950,000	-	-	-	-
REV240 - Motor Pool Key Management System	-	-	-	-	-	-	-
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,000,000	-	7,200,000	-	-	-	1,800,000
SGR047 - LRT Stray Current Control	558,000	-	-	-	-	-	558,000
SGR353 - Commuter Rail Engine Overhaul	-	-	-	-	-	-	-
SGR359 - Bridge Rehabilitation & Maintenance	460,000	-	-	-	-	-	460,000
SGR370 - Red Signal Enforcement	-	-	-	-	-	-	-
SGR385 - Rail Replacement Program	4,500,000	-	3,600,000	-	-	-	900,000
SGR390 - Jordan River #2 Remodel	-	-	-	-	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	3,750,000
SGR393 - Grade Crossing Replacement Program	2,200,000	-	1,760,000	-	-	-	440,000
SGR397 - TPSS Component Replacement	-	-	-	-	-	-	-
SGR398 - OCS Rehab/Replace	10,000,000	-	6,526,000	-	-	-	3,474,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	9,900,000	-	-	-	-	-	9,900,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	1,600,000	-	-	-	-	-	1,600,000
SGR407 - Bus Stop Enhancements	1,275,000	-	-	-	-	-	1,275,000
SGR408 - Route End of Line (EOL) Enhancements	1,650,000	-	-	-	-	-	1,650,000
SGR409 - System Restrooms	1,120,000	-	-	-	-	-	1,120,000
SGR410 - Fiber Rehab/Replacement	682,000	-	-	-	-	-	682,000
SGR411 - Farmington Ped Bridge Repairs	-	-	-	-	-	-	-
<b>Enterprise Strategy</b>	<b>3,398,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,398,000</b>
ICI001 - Passenger Information	-	-	-	-	-	-	-
ICI146 - FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	50,000
ICI173 - JDE System Enhancements	50,000	-	-	-	-	-	50,000
ICI179 - Network Infrastructure Equipment & Software	150,000	-	-	-	-	-	150,000
ICI185 - WFRC Grant for Passenger Info Improvements	-	-	-	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	250,000	-	-	-	-	-	250,000
ICI199 - Rail Communication Onboard Tech	50,000	-	-	-	-	-	50,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	173,000	-	-	-	-	-	173,000
ICI202 - Radio Comm Infrastructure	50,000	-	-	-	-	-	50,000
ICI214 - APC Upgrade	600,000	-	-	-	-	-	600,000
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	-	-	-	-	-	-	-
ICI217 - Transit Management System	-	-	-	-	-	-	-
ICI224 - JDE 9.2 Applications Upgrade UNx	225,000	-	-	-	-	-	225,000
ICI226 - New Radio Communication System	150,000	-	-	-	-	-	150,000

### 2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
ICI230 - Operations Systems	750,000	-	-	-	-	-	750,000
ICI231 - United Way Tablet Upgrade	-	-	-	-	-	-	-
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	100,000	-	-	-	-	-	100,000
<b>Executive Director (Safety)</b>	<b>1,716,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,716,000</b>
FMA604 - Safety General Projects	120,000	-	-	-	-	-	120,000
FMA645 - Camera Sustainability	636,000	-	-	-	-	-	636,000
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	-	-	-	-	-	-	-
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	300,000	-	-	-	-	-	300,000
<b>Finance</b>	<b>16,496,000</b>	<b>-</b>	<b>4,359,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,137,000</b>
CDA006 - 5310 Administration Funds All Years	332,000	-	332,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	123,000	-	-	-	-	-	123,000
ICI213 - eVoucher Phase 2	-	-	-	-	-	-	-
ICI222 - ICI222- Fares Systems Replacement Program	2,014,000	-	-	-	-	-	2,014,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	-	-	-	-	-	-	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	-	-	-	-	-	-	-
MSP222 - FFY 2018 20-1903 P/O 5310	-	-	-	-	-	-	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	-	-	-	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	-	-	-	-	-	-	-
MSP278 - FFY 2022 UT02023 O/L 5310	-	-	-	-	-	-	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	-	-	-	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	-	-	-	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	-	-	-	-	-	-	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	-	-	-	-	-	-	-
MSP302 - FFY 2024 O/L 5310	186,000	-	186,000	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	-	-	-	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	3,000,000	-	3,000,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	688,000	-	688,000	-	-	-	-
MSP309 - FFY 2024 P/O 5310	153,000	-	153,000	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
<b>Operations</b>	<b>3,080,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,080,000</b>
FMA543 - Police Fleet Vehicles	605,000	-	-	-	-	-	605,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	800,000	-	-	-	-	-	800,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	200,000	-	-	-	-	-	200,000
FMA684 - Police Managed Reserve	275,000	-	-	-	-	-	275,000
FMA685 - Wheel Truing Machine JRSC	-	-	-	-	-	-	-
FMA688 - Lab Building FLHQ Demolition/Parking Lot	-	-	-	-	-	-	-

### 2027 Capital Budget Details

Chief Office/Project Name	2027 Total Budget	2027 Total Budget- Bonds	2027 Total Budget- Grants Award Executed	2027 Total Budget- Lease	2027 Total Budget- State	2027 Total Budget- Local Partner	2027 Total Budget- UTA Funds
FMA689 - New Bid Trailer for MB building 7	-	-	-	-	-	-	-
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	-	-	-	-	-	-	-
MSP210 - FrontRunner Bike Rack project	-	-	-	-	-	-	-
SGR386 - LRV repairs for 1137 and 1122	-	-	-	-	-	-	-
<b>People</b>	-	-	-	-	-	-	-
ICI228 - CPO New HRIS system application upgrade	-	-	-	-	-	-	-
MSP291 - CareATC Location Build Out	-	-	-	-	-	-	-
MSP310 - Bus Training Simulator	-	-	-	-	-	-	-
<b>Planning &amp; Engagement</b>	1,149,000	-	-	-	-	-	1,149,000
MSP198 - Wayfinding Plan	300,000	-	-	-	-	-	300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	449,000	-	-	-	-	-	449,000
MSP284 - Route Planning Restoration using Equity Index	-	-	-	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	100,000	-	-	-	-	-	100,000
MSP292 - AOPP: Paratransit Forward Study	-	-	-	-	-	-	-
MSP294 - Planning Studies Managed Reserves	300,000	-	-	-	-	-	300,000
MSP314 - One-Time UTA On Demand Funds	-	-	-	-	-	-	-
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	-	-	-	-	-	-	-
REV234 - Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-
<b>Grand Total</b>	<b>194,589,000</b>	<b>18,950,000</b>	<b>44,832,000</b>	<b>60,440,000</b>	<b>8,185,000</b>	<b>-</b>	<b>62,182,000</b>

### 2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget- Bonds	2028 Total Budget- Grants Award Executed	2028 Total Budget- Lease	2028 Total Budget- State	2028 Total Budget- Local Partner	2028 Total Budget- UTA Funds
Capital Services	228,986,000	88,697,000	48,906,000	46,170,000	3,000,000	-	42,213,000
FMA516 - Corridor Fencing	60,000	-	-	-	-	-	60,000
FMA679 - Building Remodels/Reconfigurations	540,000	-	-	-	-	-	540,000
FMA680 - Suicide Prevention Research Project	-	-	-	-	-	-	-
FMA687 - Layton Station Improvements	-	-	-	-	-	-	-
FMA690 - Facility Program Development & Design	-	-	-	-	-	-	-
FMA692 - Warm Springs Upgrades	5,500,000	-	-	5,500,000	-	-	-
FMA693 - Meadowbrook Electrification	-	-	-	-	-	-	-
FMA694 - Electric Bus Chargers	2,065,000	-	-	-	-	-	2,065,000
FMA695 - Facility Program	-	-	-	-	-	-	-
MSP102 - Depot District	-	-	-	-	-	-	-
MSP140 - Box Elder County Corridor Preservation	2,300,000	-	-	-	-	-	2,300,000
MSP185 - Ogden/Weber State University BRT	-	-	-	-	-	-	-
MSP189 - Signal Pre-emption Projects w/UDOT	-	-	-	-	-	-	-
MSP193 - Weber County Corridor Preservation	-	-	-	-	-	-	-
MSP202 - Davis-SLC Community Connector	-	-	-	-	-	-	-
MSP207 - 3300/3500 South Max EXP\Optimization	-	-	-	-	-	-	-
MSP208 - Clearfield FR Station Trail	-	-	-	-	-	-	-
MSP215 - Sharp/Tintic Rail Corridor Connection	-	-	-	-	-	-	-
MSP216 - Point of the Mountain Transit	1,000,000	-	-	-	1,000,000	-	-
MSP224 - UTA ADA Bus Stop Improvements UTCO	-	-	-	-	-	-	-
MSP229 - Bus Stop Improvements & Signing in Salt Lake County	-	-	-	-	-	-	-
MSP240 - Operator Restrooms throughout System	-	-	-	-	-	-	-
MSP248 - Planning & Environmental Analysis	300,000	-	-	-	-	-	300,000
MSP252 - FrontRunner Strategic Double Tracking Project	2,000,000	-	-	-	2,000,000	-	-
MSP253 - Mid-Valley Connector	-	-	-	-	-	-	-
MSP254 - TechLink	-	-	-	-	-	-	-
MSP255 - Central Corridor	-	-	-	-	-	-	-
MSP258 - Mt. Ogden Amin Bldg. Expansion	-	-	-	-	-	-	-
MSP259 - S-Line Extension	-	-	-	-	-	-	-
MSP260 - Westside Express (5600 West)	-	-	-	-	-	-	-
MSP262 - SLCentral HQ Office	-	-	-	-	-	-	-
MSP263 - TOD Working Capital	688,000	-	-	-	-	-	688,000
MSP264 - FrontRunner Extension to Payson	-	-	-	-	-	-	-
MSP265 - Program Management Support	3,000,000	-	-	-	-	-	3,000,000
MSP267 - New Maintenance Training Facility	-	-	-	-	-	-	-
MSP271 - MOW Training Yard	-	-	-	-	-	-	-
MSP272 - TRAX Operational Simulator	-	-	-	-	-	-	-
MSP274 - Historic Utah Southern Rail Trail	-	-	-	-	-	-	-
MSP275 - Station Area Planning	-	-	-	-	-	-	-
MSP283 - ROW & Facility Property Opportunity Buy	1,000,000	-	-	-	-	-	1,000,000
MSP286 - Utah County Park & Ride Lots	-	-	-	-	-	-	-
MSP287 - 900 East UVX Station	-	-	-	-	-	-	-
MSP288 - Sustainability Project Pool	100,000	-	-	-	-	-	100,000
MSP289 - Historic Orchard Pathway (Box Elder County)	-	-	-	-	-	-	-
MSP293 - Shephard Lane Betterment with UDOT for future FrontRunner Double Tracking	-	-	-	-	-	-	-
MSP300 - New TRAX platform in South Jordan	-	-	-	-	-	-	-
MSP301 - Federal Bus Stops 5339	-	-	-	-	-	-	-
MSP313 - Electric Charger Program	-	-	-	-	-	-	-
REV205 - Replacement Non-Revenue Support Vehicles	3,000,000	-	-	3,000,000	-	-	-
REV209 - Paratransit Replacements	5,967,000	-	-	5,927,000	-	-	40,000
REV211 - Replacement Buses	30,000,000	-	-	29,900,000	-	-	100,000

### 2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget- Bonds	2028 Total Budget- Grants Award Executed	2028 Total Budget- Lease	2028 Total Budget- State	2028 Total Budget- Local Partner	2028 Total Budget- UTA Funds
REV212 - Park City Lo/No Grant	-	-	-	-	-	-	-
REV224 - Bus Overhaul	1,500,000	-	-	-	-	-	1,500,000
REV232 - Van Pool Van Replacements	1,843,000	-	-	1,843,000	-	-	-
REV233 - Commuter Rail Vehicle Procurement - Used	-	-	-	-	-	-	-
REV236 - VW Battery Buses	-	-	-	-	-	-	-
REV238 - SD100/SD160 Light Rail Vehicle Replacement	120,000,000	88,697,000	31,303,000	-	-	-	-
REV240 - Motor Pool Key Management System	-	-	-	-	-	-	-
REV241 - NRV Ancillary Equipment (Trailers, etc.)	100,000	-	-	-	-	-	100,000
REV242 - Replacement Non-rev equipment/special vehicles	500,000	-	-	-	-	-	500,000
SGR040 - Light Rail Vehicle Rehab	9,000,000	-	7,200,000	-	-	-	1,800,000
SGR047 - LRT Stray Current Control	575,000	-	-	-	-	-	575,000
SGR353 - Commuter Rail Engine Overhaul	-	-	-	-	-	-	-
SGR359 - Bridge Rehabilitation & Maintenance	500,000	-	-	-	-	-	500,000
SGR370 - Red Signal Enforcement	-	-	-	-	-	-	-
SGR385 - Rail Replacement Program	3,987,000	-	3,189,000	-	-	-	798,000
SGR390 - Jordan River #2 Remodel	-	-	-	-	-	-	-
SGR391 - Commuter Rail Vehicle Rehab and Replacement	3,750,000	-	-	-	-	-	3,750,000
SGR393 - Grade Crossing Replacement Program	4,000,000	-	3,200,000	-	-	-	800,000
SGR397 - TPSS Component Replacement	-	-	-	-	-	-	-
SGR398 - OCS Rehab/Replace	10,000,000	-	4,014,000	-	-	-	5,986,000
SGR401 - Ballast and Tie replacement	300,000	-	-	-	-	-	300,000
SGR403 - Train Control Rehab & Replacement	10,400,000	-	-	-	-	-	10,400,000
SGR404 - Rail Switches & Trackwork Controls Rehab/Replacement	1,400,000	-	-	-	-	-	1,400,000
SGR407 - Bus Stop Enhancements	1,275,000	-	-	-	-	-	1,275,000
SGR408 - Route End of Line (EOL) Enhancements	1,650,000	-	-	-	-	-	1,650,000
SGR409 - System Restrooms	-	-	-	-	-	-	-
SGR410 - Fiber Rehab/Replacement	686,000	-	-	-	-	-	686,000
SGR411 - Farmington Ped Bridge Repairs	-	-	-	-	-	-	-
<b>Enterprise Strategy</b>	<b>2,875,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,875,000</b>
ICI001 - Passenger Information	-	-	-	-	-	-	-
ICI146 - FrontRunner WiFi Enhancements	50,000	-	-	-	-	-	50,000
ICI173 - JDE System Enhancements	50,000	-	-	-	-	-	50,000
ICI179 - Network Infrastructure Equipment & Software	150,000	-	-	-	-	-	150,000
ICI185 - WFRC Grant for Passenger Info Improvements	-	-	-	-	-	-	-
ICI186 - In House Application Development	200,000	-	-	-	-	-	200,000
ICI191 - IT Managed Reserves	400,000	-	-	-	-	-	400,000
ICI197 - Bus Communications On-Board Technology	200,000	-	-	-	-	-	200,000
ICI198 - Info Security HW/SW (Cybersecurity, NIST & PCI Compliance)	525,000	-	-	-	-	-	525,000
ICI199 - Rail Communication Onboard Tech	50,000	-	-	-	-	-	50,000
ICI201 - Server, Storage Infrastructure Equipment & Softwa	1,050,000	-	-	-	-	-	1,050,000
ICI202 - Radio Comm Infrastructure	50,000	-	-	-	-	-	50,000
ICI214 - APC Upgrade	-	-	-	-	-	-	-
ICI216 - SSBU Mobility Center Trapeze software ADA Eligibility plug-in	-	-	-	-	-	-	-
ICI217 - Transit Management System	-	-	-	-	-	-	-
ICI224 - JDE 9.2 Applications Upgrade UNx	-	-	-	-	-	-	-
ICI226 - New Radio Communication System	150,000	-	-	-	-	-	150,000
ICI230 - Operations Systems	-	-	-	-	-	-	-
ICI231 - United Way Tablet Upgrade	-	-	-	-	-	-	-
ICI232 - SSBU Trapeze Customer Facing Electronic Fare Easy-Wallet	-	-	-	-	-	-	-
<b>Executive Director (Safety)</b>	<b>1,229,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,229,000</b>
FMA604 - Safety General Projects	120,000	-	-	-	-	-	120,000
FMA645 - Camera Sustainability	449,000	-	-	-	-	-	449,000

### 2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget- Bonds	2028 Total Budget- Grants Award Executed	2028 Total Budget- Lease	2028 Total Budget- State	2028 Total Budget- Local Partner	2028 Total Budget- UTA Funds
FMA658 - Bus Replacement Camera System	620,000	-	-	-	-	-	620,000
FMA681 - Arc Flash Analysis	-	-	-	-	-	-	-
ICI140 - Next Crossing Cameras	40,000	-	-	-	-	-	40,000
ICI229 - Red/Blue/Green/Frontrunner Camera Systems	-	-	-	-	-	-	-
<b>Finance</b>	<b>20,466,000</b>	<b>-</b>	<b>4,089,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,377,000</b>
CDA006 - 5310 Administration Funds All Years	342,000	-	342,000	-	-	-	-
FMA686 - Warehouse Equipment Managed Reserve	36,000	-	-	-	-	-	36,000
ICI213 - eVoucher Phase 2	-	-	-	-	-	-	-
ICI222 - ICI222- Fares Systems Replacement Program	6,341,000	-	-	-	-	-	6,341,000
MSP220 - FFY 2018 20-1901 Grant SLC/WV 5310	-	-	-	-	-	-	-
MSP221 - FFY 2018 20-1902 Grant O/L 5310	-	-	-	-	-	-	-
MSP222 - FFY 2018 20-1903 P/O 5310	-	-	-	-	-	-	-
MSP251 - FFY 2019/2020 UT-2021-006 P/O 5310	-	-	-	-	-	-	-
MSP276 - FFY 2022 UT 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP277 - FFY 2022 UT-2023-024 P/O 5310	-	-	-	-	-	-	-
MSP278 - FFY 2022 UT02023 O/L 5310	-	-	-	-	-	-	-
MSP279 - FFY 2021 UT-2023-013 O/L 5310	-	-	-	-	-	-	-
MSP280 - FFY 2021 UT-2023-014 SL/WV 5310	-	-	-	-	-	-	-
MSP281 - FFY 2021 UT-2023-023 P/O 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-005 Grant SL/WV 5310	-	-	-	-	-	-	-
MSP297 - FFY 2019/2020 UT-2021-011-01 SL/WV 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-007 O/L 5310	-	-	-	-	-	-	-
MSP298 - FFY 2019/2020 UT-2021-010-01 O/L 5310	-	-	-	-	-	-	-
MSP299 - FFY 2019/2020 UT-2021-009-01 P/O 5310	-	-	-	-	-	-	-
MSP302 - FFY 2024 O/L 5310	-	-	-	-	-	-	-
MSP303 - FFY 2023 O/L 5310	-	-	-	-	-	-	-
MSP304 - FFY 2023 P/O 5310	-	-	-	-	-	-	-
MSP305 - FFY 2023 SL/WV 5310	-	-	-	-	-	-	-
MSP306 - FFY 2026 All UZAs 5310	3,423,000	-	3,423,000	-	-	-	-
MSP307 - FFY 2025 All UZAs 5310	324,000	-	324,000	-	-	-	-
MSP308 - FFY 2024 SL/WV 5310	-	-	-	-	-	-	-
MSP309 - FFY 2024 P/O 5310	-	-	-	-	-	-	-
MSP999 - Capital Contingency	5,000,000	-	-	-	-	-	5,000,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	-	-	-	-	-	5,000,000
<b>Operations</b>	<b>2,860,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,860,000</b>
FMA543 - Police Fleet Vehicles	385,000	-	-	-	-	-	385,000
FMA652 - Facilities, Equipment Managed Reserve	800,000	-	-	-	-	-	800,000
FMA653 - Facilities Rehab/Replacement	800,000	-	-	-	-	-	800,000
FMA672 - Park & Ride Rehab/Replacement	400,000	-	-	-	-	-	400,000
FMA673 - Stations and Platforms Rehab/Replacement	200,000	-	-	-	-	-	200,000
FMA684 - Police Managed Reserve	275,000	-	-	-	-	-	275,000
FMA685 - Wheel Truing Machine JRSC	-	-	-	-	-	-	-
FMA688 - Lab Building FLHQ Demolition/Parking Lot	-	-	-	-	-	-	-
FMA689 - New Bid Trailer for MB building 7	-	-	-	-	-	-	-
FMA691 - Fuel master installation at Meadowbrook and Mt. Ogden	-	-	-	-	-	-	-
MSP210 - FrontRunner Bike Rack project	-	-	-	-	-	-	-
SGR386 - LRV repairs for 1137 and 1122	-	-	-	-	-	-	-
<b>People</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
ICI228 - CPO New HRIS system application upgrade	-	-	-	-	-	-	-
MSP291 - CareATC Location Build Out	-	-	-	-	-	-	-
MSP310 - Bus Training Simulator	-	-	-	-	-	-	-
<b>Planning &amp; Engagement</b>	<b>1,149,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,149,000</b>

### 2028 Capital Budget Details

Chief Office/Project Name	2028 Total Budget	2028 Total Budget- Bonds	2028 Total Budget- Grants Award Executed	2028 Total Budget- Lease	2028 Total Budget- State	2028 Total Budget- Local Partner	2028 Total Budget- UTA Funds
MSP198 - Wayfinding Plan	300,000	-	-	-	-	-	300,000
MSP270 - Transit Signal Priority On Board Units (TOBU) Project	449,000	-	-	-	-	-	449,000
MSP284 - Route Planning Restoration using Equity Index	-	-	-	-	-	-	-
MSP285 - Bus Speed and Reliability Program (BSRP)	100,000	-	-	-	-	-	100,000
MSP292 - AOPP: Paratransit Forward Study	-	-	-	-	-	-	-
MSP294 - Planning Studies Managed Reserves	300,000	-	-	-	-	-	300,000
MSP314 - One-Time UTA On Demand Funds	-	-	-	-	-	-	-
MSP315 - FHWA Charging & Fueling Infrastructure Community Program	-	-	-	-	-	-	-
REV234 - Tooele County Microtransit & Vehicle Electrification	-	-	-	-	-	-	-
<b>Grand Total</b>	<b>257,565,000</b>	<b>88,697,000</b>	<b>52,995,000</b>	<b>46,170,000</b>	<b>3,000,000</b>	<b>-</b>	<b>66,703,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning & Engagement Officer  
**PRESENTER(S):** G.J. LaBonty, Manager Customer Experience  
Katie Morrison, Strategic Communications Manager

**TITLE:**

---

**R2023-12-03 - Resolution Approving the Naming of the Midvalley Bus Rapid Transit System as the Midvalley Express "MVX"**

**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2023-12-03 to name the Midvalley Bus Rapid Transit (BRT) system the Midvalley Express or "MVX"

---

**BACKGROUND:**

Board Policy No. 3.1 - Advertising and Naming, Section II.B.1 states - *"The Board of Trustees will approve naming of stations, facilities, and service brands."*

---

**DISCUSSION:**

In alignment with UTA's brand guidelines and maintaining consistency with other similar BRT routes in the UTA transit system, Midvalley Express "MVX" should be considered the name for the Enhanced Bus/Bus Rapid Transit project from West Valley Central to Murray Central.

We formally recommend approval by UTA Board of Trustees to brand the name of the line as "MVX". This naming convention provides the following:

1. Consistency with OGX Enhanced Bus/Bus Rapid Transit line, including logos and vehicle designs
2. Geographically relevant context in the name
3. Inclusive name to represent the service spanning three cities

4. Adherence to the UTA Brand, Style and Customer Information (2022) guidelines.

Following UTA's naming convention creates a strong sense of brand and recognition for UTA public transit services and provides an opportunity to clearly connect the service into the rest of the system.

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**ALTERNATIVES:**

Reject resolution

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Resolution R2023-12-03

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE NAMING OF THE  
MIDVALLEY BUS RAPID TRANSIT SYSTEM AS MIDVALLEY EXPRESS “MVX”**

R2023-12-03

December 6, 2023

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

WHEREAS, the Authority’s Board of Trustees (“Board”) is tasked with the naming and branding of the Authority’s transportation services pursuant to approval by the Board under Board of Trustees Policy 3.1; and

WHEREAS, the Board desires that the Authority’s transportation system be named in a manner that reflects the Authority’s corporate branding and identity, is beneficial to the community, and assists the public in navigating the system; and

WHEREAS, the Board of the Authority desires to name the Midvalley Bus Rapid Transit System/Enhanced Bus following input from staff of the authority.

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

1. That the Board hereby approves and adopts the name Midvalley Express, abbreviated as “MVX” as recommended by staff of the Authority.
2. That this Resolution stay in full force and effect until amended or rescinded by further action of the Board.
3. That the Board hereby ratifies any and all actions taken by the Authority’s Executive Director, staff, and counsel in furtherance of and effectuating the intent of this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 6th day of December 2023.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
OF6F046DE4724A2...  
\_\_\_\_\_  
Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, CFO  
**PRESENTER(S):** Rob Lamph, Assistant Treasurer  
Randall Larsen, Gilmore Bell

**TITLE:**

---

**R2023-12-04 - Resolution Authorizing the Financing of Transit Vehicles through the 2023 Equipment Lease-Purchase Agreements, and Related Matters**

**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve resolution R2023-12-04 authorizing the financing of eligible equipment through a 2023 Lease-Purchase Agreement that includes approving the bid of Banc of America Public Capital Corp, as lessor to the Master Lease, approving a 2023 Schedule to the Master Lease (the "2023 Schedule"), and delegating to certain officers the authority to approve.

---

**BACKGROUND:**

In April 2023 the finance team came to the board with the intent to lease. The lease needs at that time were estimated at:

14 Year \$32,500,000  
10 Year \$4,000,000  
8 Year \$1,500,000  
6 Year \$10,500,000  
Total \$48,500,000

UTA has been leasing buses, cutaways and vanpool vans since 2015.

Previously UTA entered into single year lease agreements for the purchase of vehicles but determined that a multi-year contract will be more advantageous to the Agency.

A 5-year Master Lease was put in place in 2022 to allow UTA to mirror its 5-year replacement plan for buses

and the 5-year Capital Plan by securing the lease rates based on an index plus an agreed to percentage for 2022-2026.

---

**DISCUSSION:**

As of October 2023, the needed lease amounts for 2023 will be in escrow by Zions at current Public Treasurer Investment Fund (PTIF) rates as follows:

14 Year	\$15,684,868
10 Year	\$10,000,000
8 Year	\$2,898,000
6 Year	\$0*
Total	\$28,582,868

\*No additional lease funds were needed for this six-year lease option.

Banc of America’s lease rate for the 2023 lease will be as follows:

- 14-years      4.3148%
- 10-years      4.0459%
- 8-years        4.0805%

Through this resolution the Board is being asked to approve the 2023 Tranches of Equipment Lease Purchase Agreement, and the 2023 Schedule to the Master Lease. We will return to the board annually for approval of future year tranches of lease funds.

---

**ALTERNATIVES:**

Go out for a new RFP. This would result in UTA losing the rate lock currently agreed upon. This could also drive the choice to not lease vehicles but instead paying cash for all purchases which would affect the 5-year financial plan by the loss of generated interest in the PTIF.

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**FISCAL IMPACT:**

The fiscal impact for 2023 Leases would be approximately \$7,852,871.80 in interest expense over the life of the 14, 10 and 8-year leases. This interest amount paid is lower than the interest generated by the funds held in Escrow in the PTIF.

The principal amount of the Leases would be approximately \$28,582,868, with a total Lease expense of \$36,435,740.

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**ATTACHMENTS:**

Resolution R2023-12-04

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**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE FINANCING OF TRANSIT VEHICLES THROUGH  
THE 2023 EQUIPMENT LEASE-PURCHASE AGREEMENTS,  
AND RELATED MATTERS**

R2023-12-04

December 6, 2023

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

WHEREAS, the Authority previously entered into a Master Equipment Lease-Purchase Agreement, dated as of December 16, 2022, between Banc of America Public Capital Corp, as Lessor, and the Utah Transit Authority, as Lessee (the “Master Lease”) to provide for the financing of certain equipment; and

WHEREAS, in order to finance the acquisition and installation of certain additional vehicles, equipment and other capital costs to be used by the Authority for the benefit of its public transit system (the “Project”), the Board finds and determines that it is necessary and in the best interests of the Authority to authorize supplements to the Master Lease (the “2023 Schedules” and collectively with the Master Lease, the “Lease”); and

WHEREAS, there has been presented to the Board at this meeting a form of the 2023 Schedules; and

WHEREAS, in order to allow the Authority flexibility in timing the execution of the 2023 Schedules and to minimize costs to the Authority, the Board desires to grant to any two of the Treasurer, Comptroller, or Executive Director of the Authority (each a “Designated Officer”) the authority to (a) approve the principal amounts, interest rates, terms, description of equipment, and other pricing terms of the 2023 Schedules and (b) authorize any two of the Designated Officers to execute a finalized version of the 2023 Schedules; and

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

Section 1. Terms defined in the foregoing recitals shall have the same meaning when used in the body of this Resolution.

Section 2. For the purpose of providing funds to be used for the financing of the Project, the Board hereby authorizes the Designated Officers of the Authority to enter into the 2023 Schedules all within the Parameters, as defined and set forth in Section 4 hereof. The execution of the 2023 Schedules shall be subject to the final advice of counsel for the Authority.

Section 3. The form of the 2023 Schedules substantially as presented to this meeting and attached hereto as Exhibit B are hereby authorized, approved and confirmed. All terms and provisions of the 2023 Schedules are hereby incorporated in this Resolution. The Designated Officers of the Authority are hereby authorized to approve the final terms for the 2023 Schedules and the Designated Officers may execute and deliver the 2023 Schedules in substantially the same form and with substantially the same content as the form of the 2023 Schedules presented at this meeting for and on behalf of the Authority with final terms as may be established for the 2023 Schedules within the Parameters and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers of the Authority are hereby authorized to specify and agree as to the final principal amounts, interest rates, terms, description of equipment, and other pricing terms with respect to each 2023 Schedule for and on behalf of the Authority and any changes thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms are within the Parameters, with such approval to be conclusively established by the execution of the 2023 Schedules by the Designated Officers.

Section 4. In order to finance the Project, the Board hereby finds and determines that it is in the best interests of the Authority and residents within the Authority, for the Authority to authorize the 2023 Schedules with an aggregate principal amount for the 2023 Schedules of not more than \$28,582,868, to bear interest at an interest rate of not to exceed a calculation based upon 79% of the average-life SOFR Swap-Based Index rates, as provided in Lessor's Proposal attached hereto as Exhibit C, plus a spread of not to exceed (i) .5324% for an eight year lease, (ii) .5347% for a ten year lease and (iii) .8521% for a fourteen year lease, plus any rate lock options as may be approved by the Designated Officers, and terms of not to exceed fourteen years, as shall be approved by the Designated Officers, all within the Parameters set forth herein (the "Parameters"). The Designated Officers may approve and execute the 2023 Schedules, within the Parameters, following adoption of this Resolution.

Section 5. The Designated Officers are authorized to make any alterations, changes or additions to the 2023 Schedules or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States or to the agreement with the lessor.

Section 6. Any of the Designated Officers are hereby authorized and directed to execute and deliver for and on behalf of the Board and the Authority any or all additional certificates, documents and other papers (including escrow and investment agreements) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 7. On April 26, 2023 the Treasurer signed on behalf of the Authority, an intention and reasonable expectation of the Authority to use up to \$28,582,868 of

proceeds of tax-exempt lease-purchase agreements to reimburse itself for expenditures for costs of the Project. The lease-purchase agreements are to be executed and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid.

Section 8. The Authority hereby declares its intention and reasonable expectation to use proceeds from the lease financings to reimburse itself for expenditures for costs of the Project. The Authority intends that the 2023 Schedules are to be executed and the reimbursements are to be made by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditures was paid. The Authority anticipates that the maximum principal amount of the 2023 Schedules executed to finance the Project will not exceed \$28,582,868.

Section 9. The Designated Officers are hereby authorized to take all action necessary or reasonably required by the 2023 Schedules to carry out, give effect to and consummate the transactions as contemplated thereby and are authorized to take all action necessary in conformity with the Act.

Section 10. As permitted by Section 17B-1-102(3) of the Utah Code, the Board hereby elects to not treat the 2023 Schedules as a bond for purposes of Utah Code Title 11, Chapter 14, Local Government Bonding Act or Title 11, Chapter 27, Utah Refunding Bond Act.

Section 11. If any provisions of this Resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 12. All resolutions of the Board or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 13. This Resolution shall become effective immediately upon its adoption.

Approved and adopted this December 6, 2023.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
0F6F046DE4724A2...

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Legal Counsel

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, the undersigned Secretary of the Utah Transit Authority (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, not less than twenty-four (24) hours public notice of the agenda, date, time and place of the December 6, 2023, public meeting held by the Board of Trustees (the "Board") of the Authority was given as follows:

(a) by causing a Notice, in the form attached hereto as Schedule A-1 to be posted at the meeting location at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) by causing a copy of such Notice in the form attached hereto as Schedule A-1 to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule A-1, to be posted on the Authority's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Board (attached hereto as Schedule A-2) was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Authority's official website and (c) in a public location within the Authority that is reasonably likely to be seen by residents of the Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 6, 2023.

---

Secretary of the Authority

(SEAL)

SCHEDULE A-1

NOTICE AND AGENDA OF THE DECEMBER 6, 2023 MEETING

SCHEDULE A-2

2023 ANNUAL MEETING NOTICE

Exhibit A

NOTICE OF ANNUAL MEETING SCHEDULE  
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Utah Open and Public Meetings Act (the “Act”), public notice is hereby given that the Board of Trustees of the Utah Transit Authority, a large public transit district organized under the laws of the State of Utah, will hold its regular meetings at the indicated hours at the location of 669 West 200 South, Salt Lake City, Utah 84101, or via a remote meeting platform as provided for in the Act:

**Regular Board of Trustees Meetings**  
**(All Regular Board Meetings Start at 9:00 a.m.)**

January 11, 2023  
January 25, 2023

July 12, 2023  
July 26, 2023

February 8, 2023  
February 22, 2023

August 9, 2023  
August 23, 2023

March 8, 2023  
March 22, 2023

September 13, 2023  
September 27, 2023

April 12, 2023  
April 26, 2023

October 11, 2023  
October 25, 2023

May 10, 2023  
May 24, 2023

November 8, 2023  
November 29, 2023

June 14, 2023  
June 28, 2023

December 6, 2023  
December 20, 2023

**Regular Audit Committee Meetings**  
**(All Audit Committee Meetings Start at 3:00 p.m.)**

Monday, March 6, 2023  
Monday, June 26, 2023  
Monday, October 16, 2023  
Monday, December 18, 2023

The agenda of each meeting of the Board of Trustees and Audit Committee of the Utah Transit Authority, together with the date, time and place of each meeting shall be posted in compliance with the requirements of the Act.

The Board of Trustees of the Utah Transit Authority invites brief comments or questions from the public during its regularly scheduled Board of Trustee meetings. The Chair of the Board of Trustees shall determine the duration and timing of the public comment period.

EXHIBIT B

FORM OF 2023 SCHEDULES

## SCHEDULE OF PROPERTY NO. \_\_\_\_

Re: Master Equipment Lease-Purchase Agreement, dated as of December 16, 2022, between Banc of America Public Capital Corp, as Lessor, and the Utah Transit Authority, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease-Purchase Agreement (the “Master Agreement”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule, together with all additions, attachments, accessions and substitutions to or for such Equipment as provide in the Master Agreement.

Quantity	Description	Serial No.	Model No.	Location
		TBD	TBD	TBD

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as Attachment 1 and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 6.1(g) of the Master Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 3.5 of the Master Agreement, as evidenced by the Acceptance Certificate executed by Lessee and substantially in the form of Exhibit B attached to the Master Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Schedule pursuant to Section 3.6 of the Master Agreement (the earlier of such two dates being herein referred to as the “Commencement Date”).

(b) *Prepayment; Option Purchase Price.* This Schedule is subject to optional prepayment, in whole or in part, upon 30 days’ prior written notice to Lessor, on each Rental Payment Date listed on Attachment 1 hereto, at the applicable Option Purchase Price shown thereon, in accordance with the Master Agreement. The Option Purchase Price on each Rental Payment Date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Option Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Option Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Agreement are true and correct as though made on the date of Commencement Date. Lessee further represents and warrants that (a) no material adverse change in Lessee’s financial condition has occurred since

the date of the Master Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Nonappropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Nonappropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Master Agreement and this Schedule; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Schedule is \$28,582,868. It is expected that by twenty-four (24) months from the date of this Schedule, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before twenty-four (24) months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 24<sup>th</sup> month following the date hereof.

8. *Lease Term.* The Term of the Lease shall consist of the Original Term and 8 consecutive Renewal Terms, with the final Renewal Term ending on December 31, 2030.

9. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: Utah Transit Authority
- (b) Lienholder: Banc of America Public Capital Corp  
Bank of America Plaza  
600 Peachtree Street, NE, 11<sup>th</sup> Floor  
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Signature page follows.]

Dated: \_\_\_\_\_, 2023.

LESSEE:  
UTAH TRANSIT AUTHORITY

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

Name: Viola Miller

Title: Treasurer

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

Name: Eric Barrett

Title: Acting Comptroller

Approved as to form:

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

Name: \_\_\_\_\_

Title: Utah Transit Authority Legal Counsel

LESSOR:  
BANC OF AMERICA PUBLIC CAPITAL CORP

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

Name: \_\_\_\_\_

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

Counterpart No. \_\_\_ of \_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

ATTACHMENT 1

Rental Payments

Date	Total Payment	Interest Component	Principal Component	Remaining Principal Balance	Option Purchase Price
------	---------------	--------------------	---------------------	-----------------------------	-----------------------

*Interest Rate; Taxable Rate.* The interest rate for this Schedule is \_\_\_\_\_% per annum. The Taxable Rate (as defined in the Master Agreement) for this Schedule is 5.1408% per annum.

*Option Purchase Price Commencement Date.* For purposes of Section 5.1 of the Master Agreement, the Option Purchase Price Commencement Date for this Schedule is \_\_\_\_\_.

LESSEE:  
UTAH TRANSIT AUTHORITY

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

Name: Viola Miller

Title: Treasurer

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

Name: Eric Barrett

Title: Acting Comptroller

Approved as to form:

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

Name: \_\_\_\_\_

Title: Utah Transit Authority Legal Counsel

EXHIBIT C

LESSOR'S PROPOSAL

# Exhibit C

## SUMMARY OF TERMS AND CONDITIONS: PRICING SECTION

- Date:** October 18, 2022
- Lessee:** Utah Transit Authority (“Lessee”)
- Lessor:** Banc of America Public Capital Corp and/or assignee (“Lessor”)
- Purpose:** To provide financing of essential use equipment including buses, vans and related accessories
- Structure:** The Lease will be structured as a **Tax- Exempt, Non-Bank Qualified** transaction. All tax benefits of ownership will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.
- Security:** BAPCC will have a security interest in the financed equipment.
- Term:** A) 6 Years B) 8 Years C) 10 Years D) 14 Years
- Funding:** As indicated in the non-pricing section, Utah Transit Authority can choose to fund the transaction into an escrow account or into a restricted account, subject to credit approval. With either process, UTA will be responsible for the investment of funds to provide interest income.
- Tax Exempt**
- Rates:** The market is very volatile and therefore, BAPCC is providing UTA with two options for the funding of the 2022 equipment schedules.

### (1) RATE INDEX OPTION:

One option is for the UTA to index the interest rate and based on the formula detailed below, the final rate will be set within 8 business days of closing. Once the rate is set and the proceeds are funded, the rate will remain fixed over the life of the lease. Please note that the table below are the indexed rates and do not

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include any rate lock premiums. Please see sample amortizations attached to this Pricing Section.

Rates will be set using the following formula if the Lessee chooses **not** to lock the rate:

**Tax Exempt SOFR Swaps Based Index (as of 10/18/22, 8:30ET):**

Term	Payment Mode	Index Swap Term (Avg Life)*	Avg Life Term Index Rate	xPercentage of Index	+Spread	=Tax Exempt Rate
6 years	Monthly Arrears	3 years	4.3005%	79.0%	0.3621%	3.7595%
8 years	Monthly Arrears	4 years	4.1054%	79.0%	0.5324%	3.7757%
10 years	Monthly Arrears	5 years	3.9806%	79.0%	0.5347%	3.6794%
14 years	Monthly Arrears	7 years	3.8366%	79.0%	0.8521%	3.8830%

\*The actual Tax-Exempt Interest Rate for future Schedules will be calculated in accordance with the formula in the above pricing grid and will be based on the then current Swap Index Rate published at 8:30ET on the applicable Refinitiv Eikon Swaps Index screen page (or such other commercially available source providing such quotations as may be selected by Lender from time to time) on the date pricing is set (no more than 8 business days prior to funding), which the current Swap Index Rate shall not be less than zero (0%). Swap Rates are based on 30/360 day count.

**(2) RATE LOCK OPTION:**

Due to the volatility of the rate environment, the Authority may want to lock the rates for the 2022 funding and the following rate locks would be added to the interest rates detailed above. The rates below are INCLUSIVE of a rate lock through year-end if the Authority chooses to eliminate the market risk.

Lease Term	Locked Rate Thru 12/31/22
6 years	3.7795%*
8 years	3.7957%*
10 years	3.6994%*
14 years	3.9030%*

**In order to lock the rate, the Lessee must notify (email is fine) BAPCC of acceptance of the rates within 5 business days from the issuance of this proposal (subject to board action).**

With this option, the interest rate is locked until December 31, 2022 and will be locked so long as the transaction is funded on or before such date. After December 31, 2022, the Tax-Exempt Interest Rate will be calculated in accordance with the formula in the above pricing grid and will be based on the then current Swap Index Rate published on the Refinitiv Eikon Swaps

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

Index screen on the date pricing is set (no more than 8 business days prior to funding), which Swap Index Rate shall not be less than the Swap Index Rate in the pricing grid above. This proposal and rate index is good for 90 days per the bid request.

**Payments:** Monthly payments in arrears

**Prepayment:** Lessee may prepay each Lease in full on any rental payment date, upon 30 days' notice, for an amount equal to 101% of the outstanding balance of said Lease plus any and all other amounts then outstanding under the Lease.

**Non-Appropriation Termination:**

Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

**Governmental Entity Lease:**

The base rental payments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

**Opinion of Counsel:** Lessee's counsel shall deliver validity and tax opinions to Lessor at closing in such form and substance satisfactory to Lessor. The opinions of counsel will cover that counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Lessee's tax counsel shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover the following tax matters, in addition to other customary opinions:

(a) the portion of Base Rent designated as and constituting interest paid by Lessee and received by Lessor is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from state personal income taxes;

(b) such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; and

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(c) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

**Expenses:**

Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation. There are no other fees or costs associated with this transaction.

**Documents:**

Lease documents in form and substance satisfactory must be executed and delivered. Lessee and Lessor have negotiated documents from 2015-2019 which will be considered to be in substantial form for this transaction. This includes the previous tax and validity opinions.

**Credit  
Diligence:**

This transaction was successfully pre-screened although it has not been formally credit approved. This can be done quickly after an acceptance of terms.

**Upcoming  
Needs:**

UTA has provided in the RFP the anticipated needs for the future. Bank of America has a large balance sheet to fund the desired equipment purchases but may choose to join with other sophisticated investors to accommodate all of the desired equipment purchases. Please note that BAPCC would continue to bill and collect and so this would be transparent to UTA.



Jill M. Forsyth  
Senior Vice President

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**SAMPLE INDEXED AMORTIZATIONS**

**SEE EXCEL WORKBOOK ATTACHED CONTAINING SEPARATE WORKSHEETS FOR EACH TERM BASED ON CURRENT INDEXED (NOT LOCKED) RATES**

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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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

**TITLE:**

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**R2023-12-05 - Resolution Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases and Ratifying Certain 2023 Parts Inventory Purchases and Disbursements**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2023-12-05 authorizing 2023 purchases and related disbursements to inventory vendors up to the amounts listed in Attachment A, and ratifying the 2023 disbursements that exceeded forecasted amounts in R2023-07-08 as shown in Attachment A.

---

**BACKGROUND:**

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove purchases to vendors by resolution.

Annually the Board, by resolution, preapproves inventory purchases from non-contracted vendors related to vehicle maintenance and repair inventory whose annual cumulative purchase amount is expected to exceed \$200,000.

In July the Board approved Resolution R2023-07-08. Due to unforeseen demands on certain parts, we are returning to the board to supplement approval to that resolution for increased expenditure and disbursement authority.

---

**DISCUSSION:**

The list of 2023 vendors and their respective estimated annual purchase amounts are in Attachment A of this resolution to receive Board approval. These vendors were identified because 2023 Purchase Orders have, or will likely, exceed the previously forecasted/board-approved purchase amounts or will likely exceed cumulative

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Purchase Orders of \$200,000.

This resolution provides sufficient purchasing authority and transparency and allows the Authority to purchase from these vendors on a timely basis to maintain revenue fleet readiness for our riders.

Going forward, the Board authorized amounts in Attachment A will be entered into JD Edwards for each vendor with an automatic notification alert sent to the Director of Supply Chain if the cumulative non-contracted amount approaches within 25% of the approved amount. When this notification is received the Director of Supply Chain will return to the Board of Trustees with any vendors and expected amounts that will exceed the forecasted amount in Attachment A.

---

**ALTERNATIVES:**

UTA procurement could hold any purchases to vendors with annual purchase amounts over \$200,000 to a subsequent Board meeting for an approval, thus delaying timely purchases from vendors and potential impact to operations service.

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**FISCAL IMPACT:**

All authorized disbursements are accounted for in UTA's adopted Operating and Capital Budgets.

---

**ATTACHMENTS:**

R2023-12-05

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY FOR  
2023 PARTS INVENTORY PURCHASES AND RATIFYING CERTAIN 2023 PARTS  
INVENTORY PURCHASES AND DISBURSEMENTS**

R2023-12-05

December 6, 2023

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

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

WHEREAS, on December 21, 2022, the Board passed Resolution R2022-12-07 revising Board Policy 2.2 – Contract Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

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

WHEREAS, on July 26, 2023, the Board passed Resolution R2023-07-08 authorizing inventory purchases and related disbursements for calendar year 2023 for expenditures above \$200,000 based on designated purchase levels (Exhibit B); and

WHEREAS the Board desires to preapprove additional calendar year 2023 parts inventory purchases and disbursements from designated vendors whose annual cumulative purchase amount is expected to exceed \$200,000, and also to ratify 2023 purchases and disbursements which exceeded amounts previously authorized in Resolution R2023-07-08 (Exhibit A).

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

1. That during calendar year 2023, the Executive Director is authorized to approve payments made to the vendors listed in Exhibit A for amounts no greater than the dollar amounts shown in Exhibit A for the purchase of inventory parts in support of UTA vehicle maintenance and repair requirements.

2. That the Board hereby ratifies the purchases and disbursements made in 2023 above \$200,000 shown in Exhibit A which exceeded the specific amounts designated by R2023-07-08.
3. That any inventory purchases or disbursements exceeding the amounts shown in Exhibit A or Exhibit B shall be brought to the Board for further consideration and approval.
4. That the Board hereby further ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

Approved and adopted this 6<sup>th</sup> day of December 2023.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

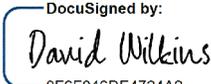
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Legal Counsel

Exhibit A

2023 Authorized Disbursement for Parts Inventory Purchases -  
 Supplemental to Resolution R2023-07-08

## 2023 Inventory Parts Purchase Forecast

Supplier Name	Actual YTD Amount	Previous 2023 Forecast	Revised 2023 Forecast
*L & S Electric Inc.	\$ 1,029,449	\$ 867,826	\$ 1,250,000
*ORX	\$ 918,698	\$ 391,689	\$ 1,150,000
*Jamaica Bearings Co Inc	\$ 751,592	\$ -	\$ 825,000
*Cummins Sales and Service	\$ 662,732	\$ 627,542	\$ 750,000
*The Aftermarket Parts Company, LLC	\$ 578,516	\$ 574,712	\$ 655,000
*SCHUNK CARBON TECHNOLOGY LLC	\$ 393,373	\$ 239,068	\$ 450,000
*HI-TEC ENTERPRISES ++	\$ 261,520	\$ -	\$ 325,000
*VAPOR-STONE RAIL SYSTEMS	\$ 255,554	\$ -	\$ 325,000
GILLIG CORPORATION	\$ 1,228,223	\$ 1,405,432	\$ 1,550,000
DELLNER COUPLERS INC	\$ 206,999	\$ 215,225	\$ 225,000
MAXWELL INDUSTRIES R&D, INC.	\$ 154,610	\$ -	\$ 200,000
NATIONAL RAILWAY SUPPLY, LLC	\$ 152,430	\$ -	\$ 200,000
SMITH POWER PRODUCTS	\$ 166,159	\$ -	\$ 200,000
*Ratify the purchases and disbursements made in 2023 above \$200,000 which exceeded the specific amounts designated by R2023-07-08			

Exhibit B

Resolution R2023-07-08

Granting Expenditure and Disbursement Authority for 2023 Parts Inventory Purchases  
and Ratifying Certain 2022 Parts Inventory Purchases and Disbursements

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY FOR  
2023 PARTS INVENTORY PURCHASES AND RATIFYING CERTAIN 2022 PARTS  
INVENTORY PURCHASES AND DISBURSEMENTS**

R2023-07-08

July 26, 2023

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

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

WHEREAS, on December 21, 2022, the Board passed Resolution R2022-12-07 revising Board Policy 2.2 – Contract Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

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

WHEREAS, on April 4, 2022, the Board passed Resolution R2022-04-02 authorizing inventory purchases and related disbursements for calendar year 2022 above \$200,000 based on designated purchase levels; and

WHEREAS the Board desires to preapprove calendar year 2023 inventory purchases from designated vendors up to specified amounts related to vehicle maintenance & repair inventory whose annual cumulative purchase amount is expected to exceed \$200,000 and also to ratify 2022 purchases and disbursements which exceeded amounts designated by Attachment A to R2022-04-02.

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

1. That during calendar year 2023, the Executive Director is authorized to approve payments made to the vendors listed in Exhibit A for amounts no greater than the dollar amounts shown in Exhibit A for the purchase of inventory parts in support of UTA vehicle maintenance and repair requirements. Any inventory purchases or

disbursements exceeding the amounts shown in Exhibit A shall be brought to the Board for further consideration and approval.

2. That the Board hereby ratifies the purchases and disbursements made in 2022 above \$200,000 shown in Exhibit B which exceeded the specific amounts designated by R2022-04-02.
3. That the Board hereby further ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

Approved and adopted this 26th day of July 2023.

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Carlton Christensen, Chair  
 Board of Trustees

ATTEST:

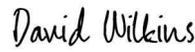
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Secretary of the Authority



Approved As To Form:

DocuSigned by:  
  
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Legal Counsel

Exhibit A

## 2023 Authorized Disbursements for Parts Inventory Purchases

Vendor	Not-to-Exceed Amounts for CY 2023
Siemens Mobility Inc	\$ 3,111,985
Wabtec Passenger Transit ++	\$ 1,696,211
GILLIG CORPORATION	\$ 1,405,432
ALSTOM SIGNALING, INC.	\$ 1,009,336
L & S Electric Inc.	\$ 867,826
KNORR BRAKE CORP.	\$ 683,530
Cummins Sales and Service	\$ 627,542
POWERRAIL DISTRIBUTION	\$ 593,094
Voith US Inc	\$ 580,673
The Aftermarket Parts Company, LLC	\$ 574,712
MUNCIE TRANSIT SUPPLY ++	\$ 406,809
ORX	\$ 391,689
Railroad Friction Products	\$ 292,282
IFE NORTH AMERICA LLC	\$ 259,712
Peak Industrial	\$ 243,786
SCHUNK CARBON TECHNOLOGY LLC	\$ 239,069
DELLNER COUPLERS INC	\$ 215,225
VAPOR-STONE RAIL SYSTEMS	Less than \$200K

Exhibit B

## 2022 Ratified Disbursements for Parts Inventory Purchases

Vendor	Purpose	2022 Forecast	2022 Actual (Non-Contract)
Siemens Mobility Inc	Light rail parts	\$ 2,638,808	\$ 2,593,321
Wabtec Passenger Transit ++	Light & heavy rail parts	\$ 877,973	\$ 1,413,509
GILLIG CORPORATION	Bus parts	\$ 1,509,148	\$ 1,171,193
ALSTOM SIGNALING, INC.	MOW Signaling parts	\$ 281,233	\$ 841,114
L & S Electric Inc.	Heavy rail parts	\$ 261,378	\$ 723,188
KNORR BRAKE CORP.	Light rail parts	Less than \$200K	\$ 569,609
Cummins Sales and Service	Bus parts	\$ 1,150,459	\$ 522,951
POWERRAIL DISTRIBUTION	Heavy rail parts	\$ 354,104	\$ 494,245
Voith US Inc	Bus & light rail parts	Less than \$200K	\$ 483,894
The Aftermarket Parts Company, LLC	Bus parts	\$ 874,058	\$ 478,927
MUNCIE TRANSIT SUPPLY ++	Bus parts	\$ 337,039	\$ 339,007
ORX	Heavy rail parts	Less than \$200K	\$ 326,407
Railroad Friction Products	Light & heavy rail parts	Less than \$200K	\$ 243,569
IFE NORTH AMERICA LLC	Light rail parts	\$ 287,798	\$ 216,427
Peak Industrial	Bus & light rail parts	Less than \$200K	\$ 203,155
SCHUNK CARBON TECHNOLOGY LLC	Light rail parts	\$ 277,692	\$ 199,224
DELLNER COUPLERS INC	Light rail parts	\$ 287,483	\$ 179,355
VAPOR-STONE RAIL SYSTEMS	Light & heavy rail parts	\$ 273,102	\$ 145,917



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jax Fox, Executive Director  
**FROM:** Cherryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Kevin Anderson, Director of Maintenance Support  
Guy Miner, Facilities Maintenance Manager

**TITLE:**

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**Contract: Replacement of Air Handler Units at Ogden Bus Garage (Smith Co.)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the contract. and associated disbursements with Smith Co in the amount of \$212,500, to replace the existing HVAC units at 17th and Wall Avenue in Ogden.

---

**BACKGROUND:**

The HVAC units at 17th and Wall Avenue have exceeded their useful life and need to be replaced. Smith Co has identified compatible, efficient units that will utilize existing ductwork and controls. The cost of replacement is \$212,500.

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**DISCUSSION:**

UTA Staff is requesting approval of UTA contract no. 23-03776CG to replace the existing HVAC units at 17th and Wall Avenue, Ogden Bus Garage, with Smith Co. in the amount of \$212,500.00. The scope of the contract includes removing the existing the HVAC units and replacing them with two new, efficient, HVAC units, manufactured by Cambridge Company; one to service the north end of the building, and one to service the south. Existing ductwork, piping and controls will be used with the new units. The work will not interfere with daily operations at 17th and Wall. This HVAC replacement has been identified as a 2023 SGR project in accordance with the UTA TAM Plan and is funded in the 2023 Facilities budget.

---

**CONTRACT SUMMARY:**

**Contractor Name:** Smith Co.  
**Contract Number:** 23-03776  
**Base Contract Effective Dates:** 12/6/23 thru 3/29/24  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$212,500  
**Procurement Method:** RFQ  
**Budget Authority:** 2023 Capital Budget

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**ALTERNATIVES:**

Continue to repair existing units, which are beyond their useful life. Replacement is the best course of action.

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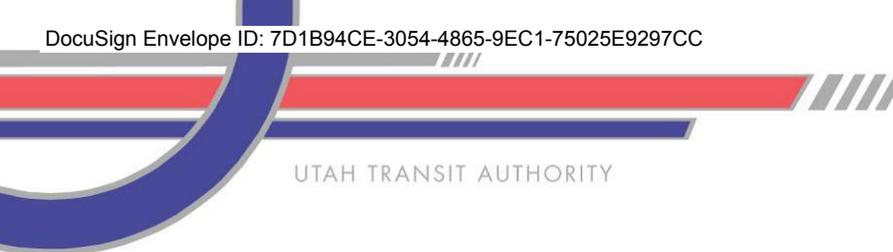
**FISCAL IMPACT:**

Funds are budgeted into the 2023 Facilities Managed Reserve account FMA652, 40-1652.68912

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**ATTACHMENTS:**

- 1) Contract


 UTAH TRANSIT AUTHORITY

## **GOODS AND SERVICES SUPPLY AGREEMENT**

**UTA CONTRACT #23-03776CG**

**MUA Replacement Ogden**

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

### **RECITALS**

WHEREAS, on 7/5/2023, UTA received competitive proposals to provide Removal and replacement of an Air Handler Units at UTA’s Ogden Bus Garage and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFQ 11019 (the “RFQ”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the 120705-1 Bid Proposal submitted by the Contractor in response to the RFQ (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

### **AGREEMENT**

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

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

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than March 29, 2024. This guaranteed completion date may

be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

3. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
  2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

4. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

5. **LAWS AND REGULATIONS**

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

6. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be

shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 7. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com) . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

## 8. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do

what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

#### 9. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

#### 10. **GENERAL INDEMNIFICATION**

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

#### 11. **INSURANCE REQUIREMENTS**

##### **Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional 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 that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

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

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

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this

Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 12. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

## 13. **INDEPENDENT CONTRACTOR**

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

14. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. **USE OF SUBCONTRACTORS**

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

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the

Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. **ASSIGNMENT OF CONTRACT**

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

18. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as

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

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

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

## 22. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable

impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
  1. The date, circumstances, and source of the change; and
  2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

### **23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

**24. FINDINGS CONFIDENTIAL**

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

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

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

**25. PUBLIC INFORMATION.**

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

**26. PROJECT MANAGER**

UTA's Project Manager for the Contract is Clay Mecham, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3068

**27. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3013.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority  
ATTN: Chad Gonzales  
669 West 200 South  
Salt Lake City, UT 84101  
cgonzaless@rideuta.com

If to Contractor:

SmithCo  
ATTN: Cody Smith  
225 N 400 W  
Alpine, UT 84004  
cody.smithco@gmail.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days

UTA's Chad Gonzales/Contractor's Cody Smith

Five calendar days

UTA's Troy Hamilton/Contractor's Cody Smith

Five calendar days

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

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

**31. GOVERNING LAW**

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

**32. COSTS AND ATTORNEY FEES.**

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

**33. SEVERABILITY**

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

**34. AMENDMENTS**

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

**35. FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this

Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24,25, 30, 31, 32, and 40.

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

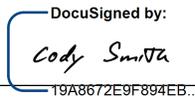
By \_\_\_\_\_

By  \_\_\_\_\_

UTA Legal Counsel

10/18/2023

**CONTRACTOR:**

By  \_\_\_\_\_

Name Cody Smith

Title Owner

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A  
Scope of work

Contractor to provide labor, materials and equipment to accommodate the installation of two new 12,000 CFM Air Handlers to UTA Ogden 17<sup>th</sup> and Wall Ave Facility

1. Removal of existing failed units 1 and 2 along with existing ducting, electrical gas supply and other bracing necessary. Large components will be craned through new roof access created by SmithCo roofing repair will be done by others.
2. Installation of two new air handlers 1 and 2 provided by Long Building Technology, manufactured by Cambridge Company. Large components will be craned through roof access to the new location inbuilding.
3. New ducting bracing and transitions as needed to accompany units 1 and 2.
4. Reconnection of electrical, gas and control connections as needed to start-up and commission new units 1 and 2.
5. Start-up and commission of new units will be by Long Building Technology as per agreement with suppliers.

## Exhibit B

### Pricing

UTA agrees to pay Contractor the total amount of \$212,500.00 (the “Contract Price”).

Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be made by check, according to the following schedule:

- \$94,000.00 USD due upon Payment for fabrication and delivery of new Cambridge Air MAU units.
- \$118,500.00 balance due upon completion of the Work with UTA’s standard Net30 terms



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** David Hancock, Chief Capital Services Officer  
**PRESENTER(S):** Patti Garver, Manager of Sustainability & Environmental Services  
Alex Beim, Manager of Long Range & Strategic Planning

**TITLE:**

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**Contract: Davis-Salt Lake City Community Connector Environmental & Preliminary Design (Horrocks Engineers, Inc.)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Horrocks Engineers, Inc. in the amount of \$1,192,947 to complete the categorical exclusion and preliminary design for the Davis-SLC Community Connector Environmental and Preliminary Design.

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**BACKGROUND:**

The Davis-SLC Community Connector is a proposed corridor-based bus rapid transit (BRT) system between Farmington City and Salt Lake City. In 2014, UTA conducted an alternatives analysis and, with input from the community, selected a preferred corridor connecting downtown Salt Lake City with the Woods Cross FrontRunner station. In 2021, this alignment was modified to extend northward to the Farmington FrontRunner station, and to continue eastward from downtown Salt Lake City into the University of Utah and Research Park. The Alternatives Analysis recommended 26.5 miles of Corridor BRT service from Farmington FrontRunner Station to Research Park.

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**DISCUSSION:**

The contract is for the consultant, Horrocks, to complete an FTA-compliant NEPA document and preliminary engineering design (approximately 30%) for the Davis-SLC Community Connector corridor from Farmington to Salt Lake City. The proposed alignment includes 12 transit stations (24 platforms) between approximately 500 South in Bountiful and 200 South in Salt Lake City. These stations will have passenger amenities such as

platforms with shelters and bike racks, real-time bus arrival information on electronic reader-boards, and night-time platform lighting. Remaining design and environmental clearance will include two end-of-line stations and associated charging infrastructure (one each in Farmington and Research Park), and approximately 12 additional Level III bus stops between 900 East in Salt Lake City and Research Park at the University of Utah.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Horrocks Engineers, Inc.
<b>Contract Number:</b>	23-03706VW
<b>Base Contract Effective Dates:</b>	November 2023 - December 2025
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,192,947
<b>Procurement Method:</b>	Qualifications-based selection process
<b>Budget Authority:</b>	2023-2027 Capital Plan

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**ALTERNATIVES:**

If this contract is not approved, implementation of an improved transit service between Farmington and Salt Lake City would be delayed.

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**FISCAL IMPACT:**

Funds for this work are included in the 5-year capital plan.

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**ATTACHMENTS:**

1. Contract

## **PROFESSIONAL SERVICES AGREEMENT**

### **UTA CONTRACT #23-03706VW**

#### **Davis-SLC Community Connector Categorical Exclusion and Preliminary Design**

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Horrocks Engineers, Inc., (“Consultant”).

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for Davis-SLC Community Connector Categorical Exclusion and Preliminary Design.

WHEREAS, On May 2, 2023, UTA issued Request for Qualification Package Number 23-03706VW (“RFQU”) encouraging interested parties to submit proposals to perform the services described in the RFQU.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQU, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

#### **AGREEMENT**

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

#### **1. SERVICES TO BE PROVIDED**

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

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

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

## **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than **December 31, 2025**. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## 5. **COMPENSATION**

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

## 6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
  2. UTA's RFQ including, without limitation, all attached or incorporated terms,

conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;

3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

## 7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## 8. **CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant 's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to [Project Manager Patti Garver at pgarver@rideuta.com](mailto:pgarver@rideuta.com) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
  - i. Consultant Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges, including:
    - B. Task Number
    - C. Activity Description
    - D. Budget
    - E. Previously Invoiced
    - F. Current Invoice
    - G. Total Invoiced
    - H. Remaining Budget
    - I. Percent Spent
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to [Project Manager Patti Garver at](mailto:pgarver@rideuta.com)

[pgarver@rideuta.com](mailto:pgarver@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

**10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultant s, agent, officers, directors, employees, joint owners, affiliates and Consultant s.

**11. USE OF SUBCONSULTANT S**

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

**12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Claire Woodman, AICP

Jodi Pearson, PE

Chris Price, PE

If the Consultant changed key personnel without the express written permission of UTA, it shall be in

default of the contract and liable for default damages.

### 13. **SUSPENSION OF WORK**

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

### 14. **TERMINATION**

#### a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant . If the Contract is terminated for convenience, UTA shall pay Consultant : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

#### b. **FOR DEFAULT:**

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA’s own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONSULTANT 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

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

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

## **17. PUBLIC INFORMATION.**

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

## **18. GENERAL INDEMNIFICATION**

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

## **19. INSURANCE REQUIREMENTS**

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability

policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site.

#### 2. Automobile Liability

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

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

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

#### 3. Worker's Compensation and Employers' Liability

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

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

#### 4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

- |                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Consultant must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Consultant is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:
  1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Consultant 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant ’s insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage

on its behalf.

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

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

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

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultant s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultant s of any tier. If any lien arising out

of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

**21. INDEPENDENT CONSULTANT**

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

**22. PROHIBITED INTEREST**

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

**23. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Consultant's Utah Transportation Director of Operations	Five calendar days
UTA's Executive Director / Consultant's Chief Operating Officer	Five calendar days

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

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

**24. GOVERNING LAW**

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

**25. ASSIGNMENT OF CONTRACT**

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

**26. NONWAIVER**

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

**27. NOTICES OR DEMANDS**

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

If to UTA:  
Utah Transit Authority  
ATTN: Vicki Woodward  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:  
Utah Transit Authority  
ATTN: Legal Counsel  
669 West 200 South  
Salt Lake City, UT 84101

If to Horrocks Engineers, Inc.  
Claire.woodman, AICP, Principal, Project Manager  
1265 East Fort Union Blvd. Suite 200  
Cottonwood Heights, UT 84047

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

**28. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

**30. COSTS AND ATTORNEYS FEES**

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

**31. NO THIRD-PARTY BENEFICIARY**

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

**32. FORCE MAJEURE**

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

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

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

**34. TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

**35. SEVERABILITY**

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

**36. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

**37. AMENDMENTS**

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

**38. COUNTERPARTS**

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

of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**39. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

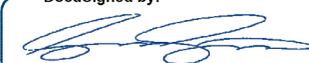
IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

**UTAH TRANSIT AUTHORITY:**

**HORROCKS ENGINEERS, INC.:**

By:  
Jay Fox  
Executive Director

Date:

DocuSigned by:  
  
A747B3B356D0433...

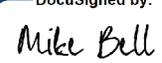
By:  
Spencer Stephenson  
Vice President  
Fed ID# 87-0296502

Date: 10/26/2023

By:  
David Hancock  
Chief Service Development Officer

Date:

Approved as to Content and Form

DocuSigned by:  
By:   
70E33A415BA44F6...  
Mike Bell, AAG State of Utah  
And UTA Legal Counsel

Date: 10/26/2023

Reviewed & Recommended

By:  
Patti Garver  
UTA Project Manager

Date:

## **Exhibit A – Scope of Work**

### **Introduction**

This scope of work summarizes activities related to the completion of FTA-compliant NEPA documentation and preliminary engineering design (approximately 30%) for portions of the Davis-SLC Community Connector corridor-based bus rapid transit project from Farmington, Utah to Salt Lake City, Utah.

The Davis-SLC Community Connector is a proposed corridor-based bus rapid transit (BRT) system between Farmington City and Salt Lake City. In 2014, UTA conducted an alternatives analysis and, with input from the community, selected a preferred corridor connecting downtown Salt Lake City with the Woods Cross Front Runner station. In 2021, this alignment was modified to extend northward to the Farmington FrontRunner station, and to continue eastward from downtown Salt Lake City into the University of Utah and Research Park. It recommends 26.5 miles of Corridor BRT service from Farmington FrontRunner Station to Research Park. A project map is provided is available [online](#).

The bus will operate in mixed flow traffic with no exclusive lanes. The project will include bus stops in some sections (consistent with the design for a Level III Eclipse Bus Stop in UTA’s Bus Stop Master Plan) and bus stations in some sections (using the Midvalley BRT Connector bus station template). Stops and stations are at varied stages of completeness along the corridor. The number of stops/stations and level of effort anticipated to be required is detailed in Task 5, with a map provided in the Project Description section, below.

### **Scope of Work Assumptions**

Scope of Work Assumptions Scope of Work Assumptions Scope of Work Assumptions

1. A Documented Categorical Exclusion (DCE) document is assumed to be the appropriate level of FTA-compliant NEPA documentation. NEPA documentation will be coordinated with FTA (Federal Transit Administration) upon project initiation.
2. An Environmental Impact Report for a portion of the alignment was completed in February 2022 for UTA. This Summary Report, while not a compliant NEPA document, included environmental analysis that will be a reference document for an FTA compliant NEPA document for part of the alignment. The alignment analyzed in this Environmental Impact Report is outdated in three ways: the northern terminus should extend to Farmington FrontRunner station<sup>1</sup>, but the northern terminus in the 2022 document is located at FrontRunner Woods Cross; the southern terminus should extend to Research Park, but the southern terminus in the 2022 document is located on State Street and 200 S in SLC; and the 2022 document includes a section of exclusive right-of-way which is no longer part of the project.
3. It is assumed that the physical footprint of the Davis-SLC Connector is limited to those stops and stations (minor access improvements are included for stops/stations that do not have sidewalk connections, no other access improvements are considered) along the alignment that have not already been constructed. It is assumed that all stops along the alignment from 300 South in Bountiful and northward have progressed to final design and are not included in this scope of work for design or environmental services and documentation; and seven stops in Salt Lake City are already constructed or currently under construction as part of Salt Lake City’s 200 South Transit Corridor project). The physical footprint includes an end-of-line (EOL) facility at Research Park with layover space and operator facilities, as well as electric bus charging infrastructure at both Research Park and FrontRunner Farmington.
4. Consultant will lead public engagement services with support from UTA/Program Management Services

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<sup>1</sup> The extension of the northern terminus to Farmington FrontRunner will be described as part of the overall project but design and environmental analysis of stops including and north of 300 South in Bountiful is not included in this scope of work, with the exception of the Farmington FrontRunner End of Line facility.

Consultant (PMSC).

5. Consultant will lead agency and stakeholder coordination, including preparing materials, letters, and exhibits. UTA/PMSC will support Consultant with agency and stakeholder coordination.

6. Preliminary Design to be based on UTA Bus Stop Master Plan Design Criteria and other applicable local agency/jurisdiction standards and design criteria.

7. Design will be completed in Bentley OpenRoads Designer (ORD).

8. Consultant shall provide surveys of the proposed bus stop/station locations for use in the Preliminary Design and complete concept-level right of way documents and property valuations of any properties required for acquisition.

9. Consultant to conduct all environmental surveys and assessments.

10. An air conformity hot spot analysis will not be required because buses using the stations, stops, and corridor will be electric.

11. Project duration will be 18 months.

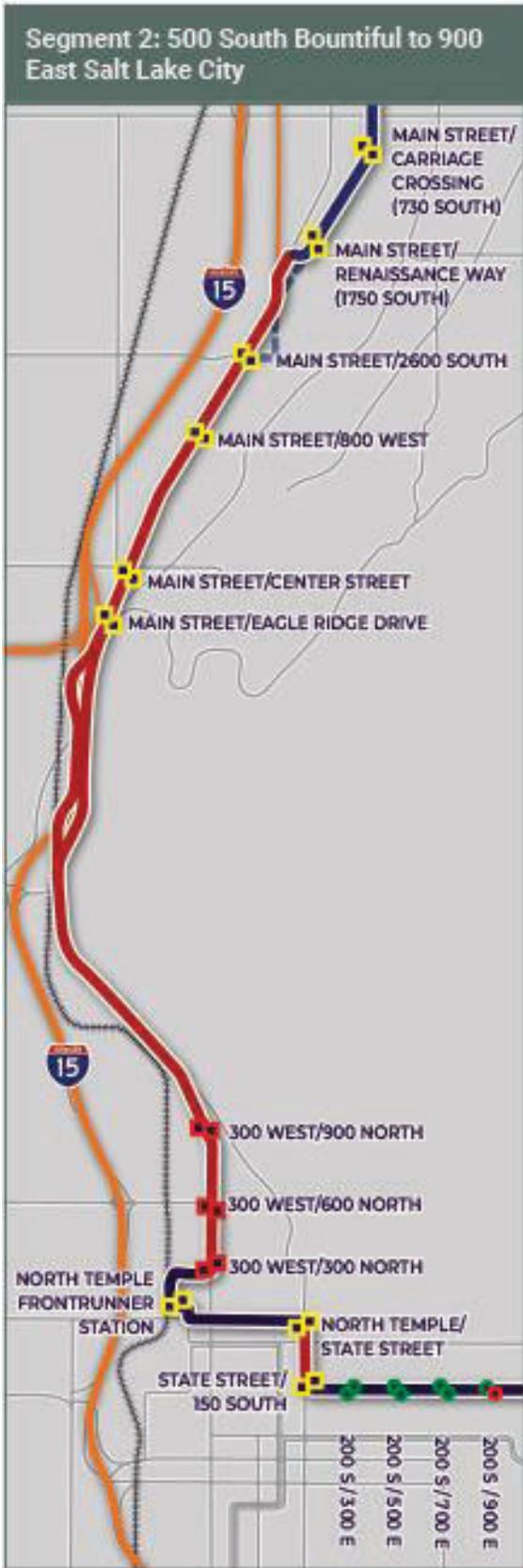
## Project Description

The approximately 26.5-mile line from Farmington to Salt Lake City will have 15-minute headways during daytime hours (6:00am to 8:00pm); 30-minute headways early mornings and late evening hours (early/late hours TBD). The alignment is proposed to include 12 transit stations (24 platforms), in its sections between approximately 500 South in Bountiful and 200 South in Salt Lake City. These stations are proposed to have passenger amenities such as platforms with shelters and bike racks, informational and ticket purchase kiosks, real-time bus arrival information on electronic reader-boards, and night-time platform lighting. The project also overlaps with Salt Lake City’s 200 South Transit Corridor project, currently under construction. Salt Lake City’s 200 South bus stops will have transit priority lanes, in-lane bus stops with floating bus boarding platforms, and buffered bike lanes behind the bus boarding platforms. The Davis-SLC Community Connector will overlap with these enhanced bus stops at 300 East, 500 East, 700 East, and 900 East. The remainder of the alignment will include bus stops consistent with UTA’s Level III Eclipse Bus Stop design.

As noted above, the full project extent as described in this section is not covered as part of this scope of work for design and environmental review and is subject to assumptions as described above and for each task below.

MAP LEGEND	CURRENT STOP/STATION DESIGN STAGE
 BRT STOPS	   ADVANCED
 BRT STATIONS	   INTERMEDIATE
 EOL FACILITIES	   BEGINNING
 BRT ALIGNMENT	
 BRT ALIGNMENT ON UDOT ROADWAY	





## **Task 1: Project Management**

Consultant will provide overall direction and control for the work tasks as specified within this Scope of Work. The Consultant will be responsible for team coordination, including with subconsultants; implementation of quality-control measures; project reporting to UTA; and project documentation.

Anticipated tasks include:

- Coordinate activities among consultant team members and UTA/PMSC.
- Develop and maintain SharePoint site for collaboration.
- Develop schedule and update quarterly.
- Monthly invoicing and status reports, including schedule status, to include hourly rates, hours, and direct costs incurred by the Consultant in performance of the contract for the project during the preceding accounting period, a summary of work performed, milestones and deliverables, a record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining), and supporting documentation. This applies to all sub-consultants on the project.
- Maintaining required information in UTA eComply Solutions portal.
- Conduct bi-monthly in-person Project Team meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Conduct in-person Project Management Team meetings, up to eight meetings (consultant PM, consultant, DPM, UTA PM; may occasionally involve others depending on topics being discussed).
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan.
- Bi-weekly internal team coordination (one-hour virtual meeting) with all project leads (up to five consultant team members).
- Maintain an ongoing Administrative Record, consistent with NEPA requirements. The final project files will be delivered in electronic format with a database (Excel spreadsheet) identifying contents of all files. The electronic database can be searched to find records. Files should include PDF and original file formats for documents, maps, and other graphics.

### *Deliverables*

- Project Schedule
- Monthly progress reports with invoices
- Meeting agendas and summaries
- Project Management Plan
- Quality Management Plan
- Risk Register
- Administrative Record

### *Assumptions*

- Anticipated meeting frequency and consultant staff attendance is described below:
  - Project Team meetings: two meetings/month, in-person, one hour, up to 4 consultant team members (depending on work activities performed for public involvement this may increase to include up to five consultants at up to four meetings)

## **Task 2: Data Collection**

Consultant will gather data and information necessary to complete the study. Project Team will conduct a site visit along the entire corridor and meet with UTA Operations. An ArcGIS online map will be developed to house all GIS and spatial data. This map will be updated throughout the project. Data gathering will include, but not be limited to:

- Aerial imagery
- Previously collected topographic survey

- Supplemental topographic survey (REDCON)
  - REDCON will perform topographic survey using PGS to establish survey control and conventional field surveying techniques to locate all physical features lying within an area as defined by design team (39 unique locations). Visible (above-ground) utilities will be identified along with any Blue Stake demarcations present at the time of survey. Utility invert information and pipe size will not be provided. Conventional surveying to be performed for topography for the purpose of meeting ADA Standards during the design process.
- Design files from previously prepared station concept designs
- Assessor parcel data
- Right-of-Way Resolution (REDCON)
  - REDCON will conduct a field survey of physical evidence pertinent to the right-of-way of the subject properties and analyze public record information including plans, maps, deed, notes and other relevant documents versus physical evidence.
- Schematic utility mapping from owners (using information collected in previous phase where applicable)
  - Mapping will be obtained for the entire corridor.
- Existing utility base file
  - Once the stop/station locations are determined through the macro-refinement process, an existing utility base file will be prepared.
  - The existing utility base file will show existing utility information (SUE Quality Level D) at each stop/station location only (base file will not be generated for the entire corridor).
- GIS data from national, state, and local sources
- Regional transportation plans as they pertain to the project area
- Land use assumptions and current land use and development plans for each City, with specific focus at each potential station area
- Existing transit system (including bus) and ridership
- Road network and traffic volumes
- Previous applicable corridor, interchange, and project studies by cities, counties, UTA, and UDOT (Utah Department of Transportation)
- Current General Plans, Transportation Plans, and zoning for each city in the project area
- Planned roadway improvements
- Identification of operational parameters from UTA Operations Staff
- Other relevant data as identified by the Consultant, UTA/PMSC, and stakeholders

#### *Deliverables*

- ArcGIS online map
- Project CADD Base Files
- Existing topography and existing right-of-way base files
  - REDCON will prepare and deliver scaled base files for right-of-way results and planimetrics of the surveyed area containing existing right-of-way lines and all existing topographic features and contouring at 1-foot intervals along with spot elevations for design purposes.

#### *Assumptions*

- Data collected will be used to compile the environmental document; however, a separate Data Collection Technical Memo will not be required.
- Construction staking/layout, setting property corners, and providing utility inverts and pipe size are not included.

### **Task 3: Public Engagement**

Public engagement will be completed as needed.

## **Task 4: Environmental Services and Document Preparation**

This project is assumed to be an FTA-compliant Documented Categorical Exclusion (DCE). The class of action determination will be made through coordination with UTA and FTA. If a class of action other than DCE is appropriate, a contract modification will be required to address the change in scope. Some Davis-SLC Community Connector stops or stations have conceptual design available while others do not. New designs will be developed (and available designs refined) as needed to develop an understanding of environmental impacts, as described in Task 5. Stops and stations along the Davis-SLC Community Connector will be included for environmental analysis and 30% preliminary as described in detail in Task 5.

Environmental analysis will not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

### **4.0 High-level Resource Review**

Leveraging initial data collected in Task 2 and previous analysis completed as part of the EIR, the environmental team will perform a desktop-based, high-level resource review to identify potential areas of impact with a focus on areas that the EIR did not cover and any other changes to the project identified through Concept Validation/Optimization (Task 5).

These areas include the southern terminus extension to Research Park, both EOL facilities, updated mixed-flow conditions on US-89 between Eagle Ridge Drive and 3100 South in North Salt Lake, and 300 West in Salt Lake City. This does not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

### **4.1 Agency Coordination**

Consultant will prepare materials to initiate coordination with federal, state, and local agencies regarding potential environmental issues to be addressed in the NEPA document in consultation with FTA and UTA. This will include virtual meetings during project initiation and during FTA/UTA review of the DCE in addition to written correspondence. It is anticipated that the following touchpoints will occur with FTA: Class of Action/Project Initiation, Outline/Methodology, DCE review, and up to two additional meetings. These meetings will be one-hour, virtual, and include up to three members of the consultant team. The Consultant will prepare a Project Initiation/Class of Action request package for use in consultation with FTA to determine the appropriate environmental document. For purposes of this scope, it is assumed that a DCE is the appropriate class of action; if a different class of action is determined by FTA, the scope of work will be adjusted accordingly.

If a DCE is confirmed as the Class of Action, the team will prepare a concise, NEPA-compliant DCE Outline and Methodology Memo. The memo will quickly identify where additional studies are needed to reduce unnecessary rework and focus remaining budget. This memo will also specify which technical sections will be addressed as supporting technical memorandum versus directly in the body of the DCE.

Once the Class of Action is confirmed and the project initiated, we will coordinate with other federal, state, and local agencies to confirm data or request input on anticipated impacts. From previous studies, we expect this to include:

- State Historic Preservation Office
- U.S. Army Corps of Engineers
- Utah Department of Environmental Quality
- Local counties and cities along the corridor

### **4.2 Technical Analyses**

Consultant will develop technical analyses in support of the DCE. These may be submitted as standalone deliverables for preliminary review or included in the appendix of the environmental document, depending on the topic. Technical analyses should document and review the approach with UTA/PMSC prior to initiating the detailed study. Some resource reviews will require environmental field surveys. Field work will be coordinated with UTA/PMSC. Field survey plans for Section 106 resources will be approved by FTA prior to conducting survey. It is

assumed that air quality conformity analysis will not be required because the project will utilize electric buses, and it is assumed there are no Section 6(f) resources that may be impacted. Consultant will prepare a set of environmental maps showing the design footprint and all environmental resources near the project area.

We anticipate preparing separate memos for:

- Environmental Justice
- Section 106, including preparation of a Determination of Eligibility and Finding of Effect (DOEFOE)
- Parks and Recreation Resources
- Section 4(f) - assuming *de minimis* impact for all resources
- Noise
- Waters of the U.S.

The above topics will be summarized in the DCE, with technical memos attached; the remaining topics will be covered directly in the DCE document only.

### 4.3 Produce Environmental Document

Consultant will prepare elements required as part of a DCE, including technical analyses, graphics, appendices, table of contents, and other elements. A draft DCE will be prepared for UTA and FTA review and revised as directed. Incorporating FTA/UTA comments, a final DCE will be developed and will be submitted for FTA approval.

### 4.4 Comment Period

Consultant will assist UTA in distributing the DCE for agency comment, prepare draft notices, and participate in and prepare technical summaries for public/agency meetings as appropriate. Comments received will be summarized and responses prepared if warranted.

### 4.5 Maintain Administrative Record

Consultant will maintain up-to-date project files which should include all notices, contacts, deliverables, and consultation as part of the DCE process. These activities are included under Task 1.

### 4.6 Environmental Permitting, Mitigation Measures, and Assist with Funding Strategies

Consultant will identify required environmental permits and mitigation requirements as prescribed by State and Federal Regulations based on data from the environmental analysis and input from the public and agencies. Consultant may assist UTA to identify funding opportunities and identify implementation challenges as necessary.

#### *Deliverables:*

- Project Initiation/Class of Action package
- DCE Outline and Methodology Memo
- Agency coordination meeting materials and summaries
- Section 106, Section 4(f), and DOEFOE agency consultation documents (if needed)
- Technical Reports, described above
- Environmental Maps
- Draft and Final DCE

#### *Assumptions*

- Data from the previous studies will be utilized but validated for accuracy based on current conditions.
- Administrative Record and Project Files associated with the DCE and supporting activities are included under Task 1.
- Environmental analysis will not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

### **Task 5: Preliminary Engineering (30% Design)**

Consultant will advance all Davis-SLC Community Connection stops and stations to PE (Preliminary Engineering) design (30%) to consist of civil engineering and architecture, land surveying, and other needed disciplines to support the environmental analysis, prepare project definition, and cost estimates.

The PE products will be supported by documentation of the coordination with other agencies and the acceptability of the proposed design.

## 5.0 Concept Validation/Optimization

The purpose of this activity is to confirm station/stop locations prior to advancing design to 30%. We will first meet with UTA, UDOT, and cities to verify design criteria. Following that, the team will review previously developed design against verified design criteria to identify gaps and risks, using this analysis to sort stations/stops into categories reflecting the level of completeness and/or certainty of station/stop location. Using data collected in Task 2, we perform location evaluations to assess next steps for each stop/station.

In order to define level of effort required for design, the proposed stops/stations and EOL Facilities are categorized into the following categories:

- Beginning Design Stage – little to no preliminary design has been completed for this location. Existing site constraints are not well understood and location may be adjusted.
- Intermediate Design Stage – Some preliminary design work has been completed, but the location has not been finalized with local jurisdiction or property owners. Preliminary site constraints are known, but adjustments in location and design may still occur.
- Advanced Design Stage – Design has progressed to 60% or better and location and design are not assumed to change. (Design for all stops determined to be in advanced design stage – Segment 1 of map above and seven stops on 200 South in Segment 2 map above – no design work will be performed on these stops as part of this scope of work).

For the purposes of project scope, the project includes the following number of stops/stations and EOL Facilities in each above category (Counts are for individual directions, per platform or concrete pad):

- 13 Individual Stops in Beginning Design Stage
- 6 Individual Stations in Beginning Design Stage
- 2 End-of-Line Facilities in Beginning Design Stage
- 18 Individual Stations in Intermediate Design Stage
- 37 Individual Stops in Advanced Design Stage (no design work will be performed on these stops as part of this scope of work)

**Macro-refinements:** Utilizing data gathered and findings from safety and access analysis, we will refine stop/station locations for those stops/stations identified as being in the Beginning and Intermediate Design Stages. Locations currently in Advanced Design Stage will not be reviewed as part of the design efforts of this project. We will also engage the UTA Safety Committee during this step to provide initial review of access and safety issues. At the conclusion of this step, we will confirm each station/stop and develop a revised study area for these specific locations.

**Detailed data collection:** Support services will then be initiated to guide initial design activities, with a focus on performing additional survey, and ROW mapping where needed.

**Micro-refinements:** Finally, based on information obtained during detailed data collection, station/stop locations will undergo any final minor adjustments that need to be made and ensure concepts are optimally located and account for pedestrian and active transportation connections. A summary of this process will be prepared.

### *Deliverables:*

- Concept Validation/Optimization Summary

### *Assumptions*

- No concept optimization/validation will be performed for 37 individual stops in Advanced Design Stage (as indicated in segment 1 and 2 maps above)

## 5.1 Preliminary Engineering Design

This task will include development of the PE design documents. Consultant will follow the UTA Bus Stop Master Plan Design Criteria to provide technical guidance and consistency for preliminary engineering design. The following activities are included:

- Provide design necessary to advance the layout of the stops, stations, End-of-Line Facilities, and any roadway required improvements to the preliminary engineering level to support the environmental document. PE design shall also include concept level design of means and methods to provide data to the station reader-boards by cellular or Wi-Fi systems to define impact limits and preliminary costs.
- Drawings to indicate proposed future stop, station, and End-of-Line facility locations, associated amenities, right-of-way constraints, utility modifications, ADA access and sidewalk improvements, roadway crossing treatments, and other features as appropriate. Identify properties that may be impacted by proposed stop and station locations.
- Coordinate and address UDOT safety committee reviews and comments related to facility design.
- Prepare drainage engineering plans and related documents to generally support a PE design level of completion for modifications of existing facilities at proposed stations and EOL facilities (does not include stops), including relevant site explorations, modeling, and technical analyses. Drainage requirements for the stations will be determined by UTA or local agency Design Criteria and will consider the design requirements within each of the agencies and municipalities along the corridor. Existing drainage patterns and outfalls will be maintained.
- Assess utility impacts due to proposed station locations and prepare concept plans for the relocation of existing utility facilities and installation of new facilities to a PE design level of completion. Base maps will be overlaid with proposed facilities to identify utility conflicts. Proposed relocation alignments for impacted utilities will be shown on composite utility drawings. The disposition or relocation of affected public “wet” utilities (water, sanitary, etc.) and private “dry” utilities (power, gas, telecommunications, etc.) will be determined in coordination with the respective utility owner/agencies and shown on the composite utility drawings. Utility design will also include new services needed for Stations and End-of-Line facilities.
  - As part of this task, Consultant will hold 50 hours of meetings with utility owners/companies to discuss existing facilities, anticipated impact due to project and concept relocation strategies/concepts.
- Optimize the design where appropriate to lessen impacts that become apparent through the engineering process.
- Coordinate with UTA TOD station area planning efforts to ensure compatibility between efforts.
- Support to UTA’s coordination efforts with governing agencies to resolve design issues and gain preliminary design approval for the project.
- Offer design solutions to resolve issues related to access to adjacent properties impacted by the project, if applicable.

### *Deliverables*

- Stop/Station and End-of-Line Facility site layout concept plans showing proposed locations and associated amenities, connections to sidewalks, required removals, and modifications to existing roadway infrastructure (curb, gutter, sidewalk)
- Station and End-of-Line Facility drainage concept plans
- Stop/Station and End-of-Line Facility composite utility (existing and proposed relocation) concept plans
- Stop/Station and End-of-Line Facility utility conflict summary (based on concept design)

### *Assumptions*

- No landscape design will be included, it is assumed that existing landscaping will be restored outside of facility limits.
- Existing storm drain information (as-builts, construction plans, or GIS) is available and will be provided by owner

- No off-site hydrology analysis/calculations are included
- Existing drainage system has available capacity to convey any additional runoff created by the addition of the stations/amenities
- No water quality analysis and design is included
- Consultants will perform QC of each other's 30% plans to ensure consistent approach is provided to all stops/stations

## 5.2 Estimate of Probable Construction Cost

Baseline cost opinions of probable cost will be prepared. The Cost Estimate Reports will be prepared to a level of detail commensurate with the level of design definition. Cost estimates will include all costs necessary for completion of the project, including permits, UTA and PMSC staff, right of way, and appropriate level of contingency for risks, allocated and unallocated costs.

### *Deliverables*

- Draft and Final Estimate of Probable Cost

### *Assumptions*

- Costs for UTA-provided station amenities will be provided

## 5.3 Basis of Design Report

Consultant will prepare a Basis of Design Report to reflect the PE design and will provide a draft and final version of the report. The Basis of Design Report will provide information such as:

- A written understanding of the preliminary design progression, including reference to technical decisions made during the course of the work.
- Descriptions of significant engineering issues and risks encountered, potential design solutions considered and include recommendations for the final designer.
- The project Design Criteria that cite applicable agency (UTA, UDOT and other jurisdictions) design standards and criteria.
- Identifications of potential design variances or deviations, and reference specific technical memoranda and design reports prepared separately during the performance of the scope of work.
- A preliminary list of design variances identified during the development of PE design phase.

### *Deliverables*

- Draft and Final Preliminary Engineering Basis of Design Report

### *Assumptions*

- Add any as needed

## 5.4 Right of Way Plans

Consultant will prepare Preliminary Right-of-Way Plans, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries. Due to the anticipated project schedule and required time for property acquisition it is assumed that at 30 percent design submittal the Consultant will have completed PE level right-of-way plans and summary tables of right-of-way needed to facilitate construction of stops/stations.

### *Deliverables*

- Right of Way Plans

### *Assumptions*

- Existing Right of Way research including ownership deed and subdivision plat research, boundary survey research, and UDOT existing right of way research will be conducted for up to 37 stop/station locations and the University of Utah EOL facility
- ALTA survey is not included
- Preparation of legal documents/descriptions, deeds, and exhibits for land acquisition is not included
- Property appraisal is not included

## 5.5 Permitting

Local jurisdictions require permits for any construction activity that disrupts traffic, restricts access or modifies any infrastructure within the right-of-way or for any private use of the public right-of-way. Consultant will compile a list of required permits, including environmental permits, based on the various activities proposed in affected jurisdictions. The information will be identified in plans and/or Basis of Design Report, as appropriate.

### *Deliverables*

- List of Needed Permits

### *Assumptions*

- None

## 5.6 Constructability Review

A Constructability Review of the engineering plans, costs, and construction schedule will be conducted immediately following the Draft PE design submittal. The Constructability Review will identify and review construction issues and their impacts on specific elements of the design. One review session will be conducted for the alignment unless additional reviews are necessary to address all comments. Consultant will use Bluebeam to facilitate and document the review process.

### *Deliverables*

- Constructability Review Notes

## 5.7 Safety and Security Analysis

Consultant will review the existing UTA safety program and will develop a list of security requirements to be addressed during the design process. The security requirements will be stop and station specific.

### *Deliverables*

- Safety and Security Analysis Memorandum

### *Assumptions*

- None

## Exhibit B – Pricing

### 23-03706VW Davis SLC Transit Design Environmental

<b>Labor Summary</b>		
<b>Task</b>	<b>Hours</b>	<b>Subtotal</b>
1. Project Management	739	\$176,537.84
2. Data Collection	607	\$88,243.76
3. Community Engagement	712	\$83,069.32
4. Environmental Services and Document Preparation	1,150	\$196,062.11
5. Preliminary Engineering (30% Design)	2,747	\$479,754.35
<b>Total Labor</b>	<b>5,955</b>	<b>\$ 1,023,667</b>
<b>Total Direct Expenses</b>		<b>\$ 135,140</b>
<b>Escalation</b>		<b>\$ 34,140</b>
<b>Total</b>	<b>5,955</b>	<b>\$ 1,192,947</b>

17%  
9%  
8%  
19%  
47%

	\$ 5,955.00	\$ 1,023,667.38
Check expenses		
	\$ 135,140.00	
Check escalation		
	\$ 34,140.00	
Check total		
	\$ 1,192,946.00	

Pricing Total not to Exceed \$1,192,946.00



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Alisha Garrett, Chief Enterprise Strategy Officer  
**PRESENTER(S):** Kyle Brimley, IT Director

**TITLE:**

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**Contract: Claims Management Software (Origami Risk, LLC)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the contract and associated disbursements with Origami Risk, LLC in the amount of \$745,725 for claims management software and professional services.

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**BACKGROUND:**

UTA has a contract with and has been using a software program to process claims called ClaimZone for several years. UTA was aware that support for this software would be discontinued in 2024-2025, and planned to conduct a procurement in 2024. UTA was advised earlier this year that the ClaimZone has moved up their schedule for going end of life to December 31, 2023 (this end-of-life date was recently extended to March 31, 2024). This change has forced UTA to conduct a procurement a year sooner than originally planned. A sole source procurement was approved by the UTA Sole Source Review Board based on "unacceptable delay". The substantial procurement and implementation lead times make a sole source procurement the only viable avenue for this procurement.

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**DISCUSSION:**

UTA performed an extensive search and evaluated several solutions finding that Origami met all the necessary requirements for claims as well as providing potential future solutions for Risk, Safety and Policy.

UTA determined the best value was to procure direct from Origami, resulting in a 15% or \$130,000 contract savings.

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**CONTRACT SUMMARY:**

**Contractor Name:** Origami Risk, LLC  
**Contract Number:** 23-03768  
**Base Contract Effective Dates:** November 9, 2023 thru November 15, 2026 plus two one-year options  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$745,725.00 for 3 base years plus two option years  
**Procurement Method:** RFP  
**Budget Authority:** 2023 Capital Budget and Operating Budget for ongoing costs

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**ALTERNATIVES:**

Not moving forward with this solution will require the Claims department to fall back to a paper solution until a digital solution could be implemented.

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**FISCAL IMPACT:**

Initial purchase of software licenses, maintenance and implementation will be accounted for on the 2023 Capital Budget (40-2223.68912 and ICI223). Budget for annual support of this contract will be accounted for 2024 thru 2027 in the Operating Budget (5200.50353.92) .

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**ATTACHMENTS:**

Contract

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

UTA CONTRACT NO. 23-03768

**SOFTWARE FOR CLAIMS MANAGEMENT**

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below (“Effective Date”) by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Origami Risk LLC, a Delaware limited liability company (the “Contractor”).

**RECITALS**

WHEREAS, UTA desires to award a contract for a software-as-a-service for claims, safety management, and risk and policy management and related professional services to Contractor; and

WHEREAS, UTA wishes to procure the Software and Professional Services according to the terms, conditions and specifications listed herein ; (as subsequently amended through negotiation by the parties); and

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

**AGREEMENT**

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

**1. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Professional Services in accordance with the Contract as described in Exhibit A (Order Form and Statement of Work).

**2. TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via execution of Order Forms and Statements of Work as applicable) during a THREE (3) - year period expiring November 15, 2026, UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

### 3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the invoicing terms as described in the applicable Order Forms and/or Statements of Work.

### 4. **INCORPORATED DOCUMENTS**

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

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).

2. The terms and conditions of Contractor's Software Subscription Agreement (including any exhibits and attachments thereto).

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

c. If this procurement is funded by federal dollars, the mandatory FTA terms and conditions contained at Exhibit C will also apply.

### 5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions
- Origami Software Subscription Agreement

### 6. **LAWS AND REGULATIONS**

Contractor will comply with all applicable Federal and State laws and regulations, including those related to safety and environmental protection, to the extent applicable to complying with its obligations in this Contract. Contractor shall also comply with all applicable licensure and certification requirements to the extent applicable to complying with its obligations in this Contract.

### 7. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager or other designated contact for processing and payment in accordance with the applicable Order Form and/or Statement of Work.

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- b. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Reasonably Detailed Description of Charges
- c. UTA shall have the right to dispute (and withhold from payment) in good faith specific line items of each invoice to address non-conforming Goods or Services. Payment for all invoice amounts not specifically disputed by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

### 8. WARRANTY OF SOFTWARE AND SERVICES

- a. Contractor warrants that all Software shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Documentation.
- b. [Reserved]
- c. [Reserved]
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein to correct the non-conforming Software as set forth in Section 8(a) or the non-conforming Professional Services as set forth in Section 14 within the thirty day cure period as set forth in Section 21(b) of this Contract, UTA may terminate the Contract. Contractor shall make any such repairs, replacement and/or reperformance of such Software and Professional Services that are in non-conformance with Section 8(a) and Section 14, as applicable, at its own expense.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

### 9. [RESERVED]

### 10. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible property caused, or alleged to be caused, in whole

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

or in part, by the grossly negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

### 11. INSURANCE REQUIREMENTS

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

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

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

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

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

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

#### 2. Automobile Liability

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

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

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional 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 that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor on commercial general liability.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Contractor will provide notice to the Utah Transit Authority in the event that it is in breach of its insurance obligations as set forth in this Agreement. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

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

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

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors that are specifically engaged pursuant to the Contract as additional insureds under its policies or such subcontractors shall maintain separate insurance as determined by the Contractor, however, such subcontractor's limits of insurance shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Such Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their commercial general liability policy.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by mutual agreement as an amendment to this Contract by both UTA and the Contractor.

### 12. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's Software, in accordance with Section 9 of Contractor's Software Subscription Agreement. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case the Software in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Software such that the claimed infringement is eliminated.
- b. .. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor of Contractor, Contractor shall assume the defense of such claim promptly after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all reasonable costs incurred and

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

expenditures made by UTA to satisfy such claim.

### 13. **INDEPENDENT CONTRACTOR**

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

### 14. **STANDARD OF CARE.**

Contractor shall perform any Professional Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

### 15. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work to be specifically performed pursuant to this Contract. UTA shall have the right to approve all such subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor further agrees that all subcontracts shall comply with all applicable laws

### 16. **[RESERVED]**

### 17. **SECURITY FEATURES**

The proposed solution must have a high level of cyber security to comply with the requirements set forth at Exhibit C. All UTA Data must be kept in a separate database and never commingled with other customers' data. Activity auditing must be available for all actions and be trackable by user. Specific technical details of the security measures in place should be include in the submission if requested by UTA for review by UTA's Information Security team. **Proposed solution must comply with UTA Security Requirements for SaaS/Customed Developed Systems found at Exhibit B.**

### 18. **[RESERVED]**

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

### 19. [RESERVED]

### 20. [RESERVED]

### 21. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate this agreement at the end of any subscription year based on a lack of legislative appropriations, insufficient tax revenue, other funding shortfall based on its status as a taxpayer financed public agency. In the event of termination for convenience, contractor shall be entitled to termination settlement costs including reimbursement for non-cancellable commitments and work in process but excluding anticipatory profits.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) [reserved] or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default;
  2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  3. Except to the extent limited by the Contract, pursue other remedies available at law.

In addition, this Contract may be terminated by Contractor upon written notice to UTA if UTA breaches any material term and UTA fails to cure such breach within 30 days after receipt of written notice of such breach.

- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected; and (ii) deliver to UTA all UTA Data in accordance with Section 3(b) of Contractor's Software Subscription Agreement. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain reasonably available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

### 22. CHANGES

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

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

3. In the schedule or completion dates applicable to the Work.

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

For the avoidance of doubt, any change order or other document adding or amending the Software or Professional Services needs to be in writing and signed by both the Contractor and UTA.

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

c.

Contractor shall also be entitled to an equitable adjustment to address changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract; or (iii) or there is any other change to the implementation or scope of services . In order to be eligible for equitable relief, Contractor and UTA must enter into a change order, Order Form or other Statement of Work which must be executed by both parties.

d. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

### **23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least three (3) years, or until any audit initiated within that three-year period has been completed (whichever is later). During this three-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request.

## **UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors specifically engaged to be utilized in the performance of the Contract at any tier.

### **24. FINDINGS CONFIDENTIAL**

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

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

### **25. PUBLIC INFORMATION.**

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

### **26. PROJECT MANAGER**

UTA's Project Manager for the Contract is JUSTIN PALMER, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)237-1937.

### **27. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3016.

### **28. CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**29. NOTICES OR DEMANDS**

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

If to UTA:  
 Utah Transit Authority  
 ATTN: Rick Wilson  
 669 West 200 South  
 Salt Lake City, UT 84101  
[rwilson@rideuta.com](mailto:rwilson@rideuta.com)

If to Contractor:  
 Origami Risk LLC  
 ATTN: Legal  
 222 N LaSalle Street, Suite 2100  
 Chicago, IL 60601  
[legal@origamirisk.com](mailto:legal@origamirisk.com)

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

**30. CLAIMS/DISPUTE RESOLUTION**

b. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager DAVE PITCHER	Five calendar days
Contractor's Project Manager	
UTA's Second Level VIOLA MILLER	Five calendar days
Contractor's Head of Service	
UTA's Third Level JAY FOX	Five calendar days

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Contractor's Division President

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

### 31. **GOVERNING LAW**

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

### 32. **COSTS AND ATTORNEY FEES.**

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

### 33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

### 34. **SEVERABILITY**

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

### 35. **AMENDMENTS**

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

### 36. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract for more than a period of thirty (30) days.

### 37. **NO THIRD-PARTY BENEFICIARIES**

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

### 38. **ENTIRE AGREEMENT**

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

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

agreements with respect thereto.

### 39. **COUNTERPARTS**

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

### 40. **NONWAIVER**

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

### 41. **[RESERVED]**

### 42. **SALES TAX EXEMPT**

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

### 43. **SURVIVAL**

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

### 44. **DEFINITIONS**

Terms not defined herein shall otherwise have the meanings given to such terms in Contractor's Software Subscription Agreement.

**"Software"** means Contractor's software-as-a-service identified in an Order Form and accessible by UTA via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to UTA by Contractor.

**"UTA Data"** means the data provided or inputted by or on behalf of UTA or any User or Affiliate of UTA for use with the Software.

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Jay Fox

Executive Director

Date

By \_\_\_\_\_

Viola Miller

Chief Financial Officer

Date

By \_\_\_\_\_

Alisha Garrett

Chief Enterprise Strategy Officer

Date

By  \_\_\_\_\_  
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Mike Bell

UTA Legal Counsel

Date 10/23/2023

**ORIGAMI RISK LLC**

DocuSigned by:  
By  \_\_\_\_\_  
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Earnest Bentley

President, Risk Solutions

Date 10/23/2023



## EXHIBIT A

**ORIGAMI RISK ORDER FORM**

CONTACT INFORMATION	
<b>Client:</b> Utah Transit Authority <b>Address:</b> 669 W 200th S Salt Lake City, Utah 84101 <b>Primary Contact:</b> Jeff Reinert <b>Primary Contact Email:</b> jreinert@rideuta.com	<b>Bill To Contact:</b> Jeff Reinert <b>Bill To Email:</b> jreinert@rideuta.com  <b>Is purchase order (PO) required?</b> <input type="checkbox"/> Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS
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Subscription Term: 36 months plus two option years which may be exercised as set forth herein  
 Effective Date: Effective Date (as defined in the Agreement)

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Claims Admin User(s)	6 Claims Admin User(s)
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available – Utah
Enterprise-Wide Record Entry	Up to 2,500 records added per year
Mobile Forms App	License Selected
Origami API Access	Up to 5,000 call(s) per day
Support User(s)	6 Special License(s)
Annual Total: \$72,805.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 5 GBs of Database Size
Free Searchable File Attachment Storage	Includes 50 GBs of Searchable file storage.
Additional File Attachment Storage	50 Additional GBs of Searchable File Attachment Storage
Additional Non-Searchable File Attachment Storage	400 Additional GBs of Non-Searchable File Attachment Storage
Annual Total: \$24,725.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
CMS-111 Interface	Integration Selected – 1 Responsible Reporting Entity (RRE)
ISO Claim Search / Fraud Indexing	Integration Selected – Client responsible for direct ISO Search fees
HR Employee Interface	Integration Selected – weekly import of employee details from JD Edwards ERP
Medbill 2 way interface	Integration Selected – Corvel
Pharmacy Benefits Management (PBM) – Mitchell	Special Data Processing – PBM with Mitchell



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Batch export to Laserfiche	Special Data Processing – Nightly file attachment batch export
	Annual Total: \$33,375.00

RECURRING SUBSCRIPTIONS – SUPPORT	
Subscription	Quantity / Functionality Purchased
Ongoing Support Hour(s)	40 Hour(s) annually
	Annual Total: \$9,000.00

**Annual Fees (before discount):**  
 \$139,905.00  
**Discount (applied to \$139,905.00):**  
 (\$10,000.00)  
**Total Annual Fees: \$129,905.00**

BILLING DETAILS AND ADDITIONAL TERMS
<p>This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form shall have an initial term of three (3) years; provided, however, that Client may elect to extend the term of the Order Form for two (2) successive additional one-year terms by providing written notice to Origami prior to the end of the then-current term.</p> <p>This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.</p> <p>Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.</p> <p>Service descriptions and service-specific terms and conditions are set forth at <a href="http://origamirisk.com/servicedescriptions">origamirisk.com/servicedescriptions</a>, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.</p> <p><b>Special Product Description:</b>  <u>Support User</u> – This license is for utilization by administrative/support professionals who are tasked with entering data/information/attachments to support the claims handling/administrative process. These licenses provide data input support to the claims administrators.</p>

### ORDER FORM APPROVAL

The undersigned agree to this Order Form.

#### ORIGAMI RISK LLC

By: <sup>DocuSigned by:</sup> Earnest Bentley  
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Name: Earnest Bentley  
(Print Name)

Title: President, Risk Solutions

Date: 10/23/2023

#### UTAH TRANSIT AUTHORITY

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

Name: \_\_\_\_\_  
(Print Name)

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

Date: \_\_\_\_\_

<sup>DS</sup>  
MB



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## **EXHIBIT B**

### **STATEMENT OF WORK**

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Utah Transit Authority (“Client”). This SOW is subject to all the terms and conditions of the UTA IT Software and Associated Services Supply Agreement and the Software Subscription Agreement between Client and Origami (the “Agreement”), into which it will now be integrated as Exhibit B. Capitalized terms used herein shall have the meanings set forth in the Agreement.

## **OVERVIEW**

This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date of the Agreement and continue until Go-Live of the Service (as defined below).

This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties that is attached as Exhibit A to the Agreement.

Client will be using the Origami Risk RMIS functionality for the purposes of an incident reporting and claims administration solution. Types of claims will be Property & Casualty claims to include Workers’ Compensation. Will also be using the system to manage recoveries/subrogation.

The project will be led by Origami using Iterative Project Management methodology as defined further below in this document.

This SOW includes the Utah WC jurisdiction setup and a portal as well as mobile app functionality for the purposes of incident reporting. Workflow design will aid in the business rules/alerts. Client will be using Origami for in-house claims administration to include notes, tasks/diaries, emails, file attachments, contact management and claims reserving. With respect to claim check/payment process, Client has elected to continue to have a manual check process (no interface to support check requests and not using Origami to produce payments), but is a possible future enhancement to workflow consideration.

Note - Timeline:

It has been discussed that the system being converted from (ClaimView) is being sunset on or around 12/31/2023, with hopes this date of system availability will be extended. Both parties are aware that the Project Plan and go-live timeline will be a result of working sessions which will dictate how long it will take to convert from the ClaimView system and setup the Origami application. To that end, the parties will work together; meet and discuss priorities, talk through options to include potential phasing in functionality in an effort to get off the ClaimView system in a timely fashion, but it is understood that a fully live solution for the deliverables set forth in this SOW is not possible by 12/31/2023 given the start date of the project.

## **IMPLEMENTATION**

### **Implementation Process**

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes



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contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client's continued and uninterrupted effort toward Go-Live. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price.

### **Service Implementation**

Based on conversations with the Client, Origami estimates that it will need to provide 1,387 hours of professional services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements. The implementation services will include the following:

#### **Origami will:**

- Provide Client with Origami's guidance documentation on Single Sign On (SSO) using SAML2.0 and support SSO setup
- Configure one (1) portal for field based incident reporting
- Develop the incident forms for General Liability; Auto Physical Damage ; Auto Liability ; Property ; Workers' Compensation
- Mirror the above incident form layouts (GL, APD, AL, WC) to mobile app format
- Configure claim form layouts for General Liability; Auto Physical Damage ; Auto Liability ; Property ; Workers' Compensation
- Turn on Recoveries/Subrogation functionality for claims which Client will be using for recovery efforts/management.
- Configure necessary bank account(s) for claim payment requests and payment processing approval workflow. Client will have a manual check process (no interface with Client's Finance/Check cutting system)
- Deploy Origami's standard functionality for Utah Indemnity Benefits
- Provision of Origami's mail-merge functionality and Origami to spend up to fifty (50) hours to configure Client's desired mail-merge forms and letters\*
- Provide access to Origami's standard Dashboard functionality and Origami to spend up to thirty (30) hours to configure Client's desired Origami dashboard widgets\*
- Provision of Origami's standard Report functionality to include Report module, Ad-hoc reporting & Custom Report Templates. Origami to also spend up to thirty (30) hours to configure Client's desired reports using standard templates and/or the custom template design tool\*



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- Provision of Origami's standard Data Entry Events (workflows/alerts/notifications) functionality and spend up to fifty (50) hours to configure workflows/business rules to Client's specifications with corresponding system actions\*
- Configure up to seven (7) User Security Profiles/Roles
- Provide Origami's standard out of the box Location form layout and perform a one-time import of Client's physical locations
- Deploy Origami's standard out of the box Insurance Policy Management, Document Management, Contact Management, Employee Management, Fleet Management, Locations ; OSHA (300, 300A, 301, electronic) reporting functionality
- Provide access to Origami's standard API tool. Note that there are no APIs included in this SOW but Client may utilize the API tool or utilize available professional service hours to request Origami to write export jobs.
- Provide access to Origami's standard CMS-111 Medicare Query/Reporting functionality and setup one (1) Responsible Reporting Entity (RRE)

\*In the event that additional hours in excess of the hours allocated herein are needed to complete the implementation deliverable, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Utilize the SSO guidance document provided by Origami Risk to configure client-side Single Sign On setup using SAML2.0
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

**Convert Legacy System [MountainView ClaimZone]**

Origami will:

- Provide Client with text for data request letter suitable for requesting necessary data from Client's legacy provider, Mountain View ClaimZone.
- Convert the legacy data from one source and import into the Service. Legacy data will include:
  - Claims
  - Incidents
  - Transactions
  - Notes
  - Tasks
  - Contacts
  - Locations
  - File attachments

Client will:

- Arrange for an extract of data from the legacy provider, ClaimZone.
- Ensure that data received from legacy provider is provided to Origami in a secure fashion of a usable format suitable for processing.

**Loading Other Supported Risk Data via Data Import Center**

Origami will:



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- Provide up to eighty (80) hours of data/import work to import other incident/claims data from Client's MS Office Documents
- Provide access to the self-service Data Import Center and provide training to Client on how to utilize the Import Center

Client will:

- Identify how Client would like to prioritize/use these 80 hours
- Securely provide, or arrange to provide, Excel spreadsheets containing Client's risk data in the format supported by the Service's Data Import Center.
- Provide guidance and answers to questions Origami may have about data issues, missing data points and/or desired data mappings from the Excel spreadsheets and other documents
- Utilize the Service's standard Data Import Center tools to import any desired data above and beyond Origami's included eighty (80) hours

**Loading Carrier / TPA Claims Data for Data Processing**

There are no Carrier / TPA feeds in this SOW.

**Configuring Automated Interfaces, Imports & Extracts To / From 3<sup>rd</sup> Party Systems**

Origami will:

- Implement import/export routines and schedules required to accommodate imports listed below.
  - CMS-111 – Queries and reports through Origami standard CMS-111 functionality
  - ISO Claim Search – claim search (claim indexing) through ISO/Verisk. Client will be responsible for claim search fees with ISO.
  - HR Employee – Import of employee details on a weekly basis via batch process from JD Edwards
  - Medical Bill Review (MBR) – Encrypted flat file SFTP interface for bill review with Client's MBR Provider, Corvel
  - Pharmacy Benefits Management (PBM) – Encrypted flat file SFTP interface for PBM services with Client's PBM provider, Mitchell International
  - Batch export of file attachments on a night basis to Laserfiche for backup purposes

Client will:

- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from the above systems/vendors.
- Coordinate any action required by the above systems/vendors to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.

**Configuration of Incident Intake Process**

Origami will:

- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge



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## **Training**

### Origami will:

- Provide up to 24 hours of training to Client during the implementation period set forth in this SOW. Client Support hours will be eroded for training following this implementation period. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

### Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

## **Project Management**

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:

**Included** Iterative Project Management

**Not Included** Traditional Project Management

### **Iterative Project Management - Included**

#### Origami will:

- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

#### Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3<sup>rd</sup> party providers required to complete tasks on the project schedule

### **Traditional Project Management – Not Included**

If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will



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designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

- |  |  |
|--|--|
| ○ Formal project kickoff agenda                      | ○ On site agendas  |
| ○ Communication plan                                 | ○ Change control management  |
| ○ Formal stakeholder analysis                        | ○ Executive steering committee status call agenda (as needed)                          |
| ○ Project charter                                    | ○ Origami governance decision management document                                      |
| ○ Collaboration website                              | ○ UAT test plan for critical items (dependent on Client input and test cases provided) |
| ○ Detailed work breakdown structure                  | ○ Executive project dashboard  |
| ○ Weekly project status calls, agenda, meeting notes | ○ Lessons learned analysis   |
| ○ Detailed issues and risks log                      |  |
| ○ Action items list                                  |  |
| ○ Detailed project plan                              |  |

### **Client Roles and Responsibilities**

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client’s organization and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client’s notice to Origami.
- Client will designate, prior to the start of this engagement, at least one System Administrator (“Client SA”) who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client’s users, both internal and external. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed.
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly unless otherwise agreed between the parties.
- Client will be responsible for testing and quality assurance related to the implementation to ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client’s users in the Service.



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- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

### **Marketing Terms**

- A. Unless expressly prohibited in writing by Client, Origami may use Client's name, logo, and any testimonials/quotes in Marketing and Sales materials (including the Origami website).
- B. Upon Origami's request, Client will cooperate in good faith with Origami in conducting case studies or in drafting a press release.

### **PRICING AND INVOICE SCHEDULE**

Origami will invoice Client \$96,200.00 for the professional services detailed in this SOW. Such payment shall be invoiced by Origami and due by Client immediately upon signature of this SOW by both parties.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.



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### STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

**ORIGAMI RISK LLC**

**UTAH TRANSIT AUTHORITY**

By:  \_\_\_\_\_  
4F7E88C9A73F402...

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

Name: Earnest Bentley  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: President, Risk Solutions

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

Date: 10/23/2023

Date: \_\_\_\_\_



**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT****EXHIBIT C -****SECURITY REQUIREMENTS FOR SaaS/Custom Developed Systems****1 Requirements: General**

The following requirements are a guideline for the security requirements of any Software as a Service (SaaS) cloud solution, or custom developed system(s) requested by the Utah Transit Authority "UTA" for use within its corporate or OT/ICS networks. Any proposal submitted should be compliant with industry and/or government standards that govern cybersecurity processes and controls based, at a minimum, on NIST 800-53 current revisions.

**1.1 Disaster Recovery and Data**

The following requirements apply to the Contract:

**1.1.1 Redundancy, Data Backup and Disaster Recovery**

- 1) Unless specified otherwise in the RFP, Contractor/Supplier/Supplier shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard UTA Data, Contractor/Supplier/Supplier's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor/Supplier's obligations under this provision.
- B. The Contractor/Supplier shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/Supplier/sub-Contractor/Supplier's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored in compliance with the DR plan instructions.
- D. The Contractor/Supplier shall test the contingency/DR plans at least annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location.

**1.1.2 Data Export/Import**

- A. The Contractor/Supplier shall, at no additional cost or charge to the Agency, :
  - 1) Upon UTA's written request within 30 days following the termination of the Contract, provide electronic files to UTA in delimited text format containing UTA Data; or
  - 2) provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

### 1.1.3 Data Ownership and Access

- A. The purchasing Agency department is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, 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 the Contract, including as necessary to provide the Software and perform the Professional Services hereunder or (4) at the Agency's written request.
- C. The Contractor/Supplier shall limit access to and possession of UTA Data to only Contractor/Supplier Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor/Supplier Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any UTA Data – that either belong to or are intended for the use of the Agency or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor/Supplier or any party related to the Contractor/Supplier for subsequent use in any transaction that does not include the Agency.
- E. The Contractor/Supplier shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such service.

**1.1.4** Provisions in Sections 1.1.1 – 1.1.3 shall survive expiration or termination of the Contract for so long as UTA Data is retained by Contractor. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 1.1.1-1.1.3** (or the substance thereof) in all subcontracts for subcontractors that are specifically engaged pursuant to the Contract.

## 2 Security Requirements

### 2.1.1 Information Technology

- A.
- B. The Contractor/Supplier shall not connect any of its own equipment to an Agency LAN/WAN without prior written approval by the Agency. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to an Agency LAN/WAN.

The Contractor/Supplier shall:

- 1) Implement administrative, physical, and technical safeguards designed to protect UTA Data that are no less rigorous than accepted industry standard practices for information security such as those listed below (see **Section 2.1.2**).
- 2) Ensure that all such safeguards, including the way UTA Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

protection and privacy laws in the United States, Canada, the U.K., and the E.U., as well as the terms and conditions of the Contract; and

- 3) The Contractor/Supplier, and Contractor/Supplier Personnel, shall abide by all applicable federal, and local laws, rules and regulations in the United States, Canada, the U.K., and the E.U., concerning security of Information Systems and Information Technology.

### 2.1.2 Data Protection and Controls

- A. Contractor/Supplier shall ensure a secure environment for all UTA Data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor/Supplier shall always implement and maintain the following controls throughout the Term of the Contract (the Contractor/Supplier may augment this list with additional controls):
  - 1) Establish separate production and test environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements, or as otherwise agreed by the parties (for example, for the initial implementation of the Software). The Contractor/Supplier shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 2.1.2**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry standard practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible.
  - 3) Ensure that UTA Data is not comingled with non-Agency data through the proper application of compartmentalization Security Measures.
  - 4) Apply data encryption to protect UTA Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor/Supplier is responsible for the encryption of all UTA Data.
  - 5) For all Agency data the Contractor/Supplier manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
  - 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT**

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140/1401vend.htm>

- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards.
- 8) UTA shall have the right no more than once in any twelve-month period to provide a reasonable questionnaire to Supplier and Supplier shall provide answers to such questionnaire so that UTA can confirm Subcontractor/Supplier's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default, "deny all" and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale, or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor/Supplier shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerabilities categorized as critical or high no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current NIST 800-53 or similar standard including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure UTA Data is not stored outside of the United States ("U.S."). The Contractor/Supplier shall provide its services to the Agency and the Agency's end users solely from data centers in the U.S. Unless granted an exception in writing by the Agency, the Contractor/Supplier shall not allow Contractor/Supplier Personnel to store Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor/Supplier shall permit its Contractor/Supplier Personnel to access Agency data remotely only as required to provide technical support or Professional Services.

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- 16) Ensure Contractor/Supplier's Personnel shall not connect any of its own equipment to an Agency LAN/WAN without prior written approval by the Agency, which may be revoked at anytime for any reason. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to a Agency LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor/Supplier shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable.

### 2.1.3 [Reserved]

### 2.1.4 Security Incident Response

- A. The Contractor/Supplier shall notify the UTA in accordance with **Section 2.1.4A-D** when there is a breach of Contractor/Supplier system resulting in unauthorized disclosure of, or access to, any UTA Data :
  - 1) notify the UTA within seventy-two hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, UTA chief information officer and/or UTA chief information security officer;
  - 2) notify the UTA within three (3) days if there is a threat to Contractor/Supplier's Solution as it pertains to the use, disclosure, and security of UTA Data; and
  - 3) provide written notice to the UTA within three (3) Business Days after Contractor/Supplier's discovery of unauthorized use or disclosure of Agency data.
- B. Contractor/Supplier's notice shall identify to the extent known at at such time:
  - 1) the nature of the unauthorized use or disclosure;
  - 2) the Agency data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the Contractor/Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the Contractor/Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

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- 6) The Contractor/Supplier shall provide such other information, including a written report, as reasonably requested by the Agency.
- C. The Contractor/Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise. Discussing Security Incidents with the Agency should be handled on an urgent as-needed basis, as part of Contractor/Supplier communication and mitigation processes.

### 2.1.5 Data Breach Responsibilities

- A. If the Contractor/Supplier reasonably believes or has actual knowledge of a Data Breach resulting in unauthorized disclosure of, or access to, any UTA Data, the Contractor/Supplier shall, unless otherwise directed:
- 1) Notify the appropriate Agency-identified contact within 72 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Reasonably cooperate with the Agency to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) 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.
- B. If a Data Breach resulting in unauthorized disclosure of, or access to, any UTA Data is a direct result of the Contractor/Supplier's breach of its Contract obligations to encrypt UTA Data or otherwise prevent its release, the Contractor/Supplier shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by Agency law; (3) a credit monitoring service required by Agency or federal law for up to six months; (4) a website or a toll-free number and call center for affected individuals required by Agency law for up to six months; and (5) complete all corrective actions as reasonably determined by Contractor/Supplier based on root cause; all (1) through (5) are subject to the Contract's limitation of liability.

**2.1.6** The Agency shall, at its discretion, have the right to review and assess the Contractor/Supplier's compliance with the security requirements and standards defined in the Contract.

**2.1.7** Provisions in **Sections 2.1.1 – 2.1.6** shall survive expiration or termination of the Contract for so long as Contractor retains UTA Data. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 2.1.1-2.1.6** (or the substance thereof) in all subcontracts with subcontractors specifically engaged pursuant to this Contract.

## 2.2 SOC 2 Type 2 Audit Report

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- 2.2.1** A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: Security and Confidentiality.
- 2.2.2** In the event the Contractor/Supplier provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the Agency under the Contract, the Contractor/Supplier shall have an annual audit performed by an independent audit firm of the Contractor/Supplier's handling of Sensitive Data or the UTA's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor/Supplier that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below..
  - B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 2**, relevant to the trust principles identified in 2.2.1 of this Contract.
  - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security and Confidentiality) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor/Supplier shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
  - D. [Reserved]
  - E. All SOC 2 Audits, including those of the Contractor/Supplier, shall be performed at no additional expense to the UTA.
  - F. The Contractor/Supplier shall provide to the Contract Monitor, upon request, a complete copy of the final SOC 2 Report(s) and information regarding corrective actions Contractor plans to take to address each audit finding or exception contained in the SOC 2 Report. If available/ known to Contractor at such time, Contractor shall also provide information identifying in reasonable detail the remedial action to be taken by the Contractor/Supplier

## UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

along with the date(s), if known / applicable, when each remedial action is to be implemented.

- G. If the Contractor/Supplier currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the UTA under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the UTA will determine in consultation with appropriate Agency government technology and audit authorities whether the Contractor/Supplier's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. Provisions in **Section 2.2.1A-H** shall survive expiration or termination of the Contract for so long as Contractor retains UTA Data. Additionally, the Contractor/Supplier and shall flow down the provisions of **Section 2.2.1A-H** (or the substance thereof) in all subcontracts for subcontractors specifically engaged pursuant to this Contract.

**Exhibit E**

**Contractor's Software Subscription Agreement**

**SOFTWARE SUBSCRIPTION AGREEMENT**

This SOFTWARE SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") by and between ORIGAMI RISK LLC, a Delaware limited liability company ("**Origami**"), and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("**Client**"). Origami and Client hereby agree as follows:

## 1. DEFINITIONS.

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Client Support**” means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

“**Configurations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to this Agreement as set forth in any Order Form or Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Order Form**” means any order form setting forth subscriptions, hosting, data processing or other Service-related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time.

“**Professional Services**” means professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in an Order Form and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work setting forth Professional Services to be performed by Origami for Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Configurations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Configurations, and all Intellectual Property Rights subsumed therein.

## 2. SERVICE.

**3. SERVICE. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DURING THE TERM OF THIS AGREEMENT, ORIGAMI HEREBY GRANTS CLIENT A NON-EXCLUSIVE RIGHT TO PERMIT ITS USERS TO ACCESS AND USE THE SERVICE VIA THE INTERNET PURSUANT TO SUBSCRIPTIONS SET FORTH IN AN ORDER FORM. CLIENT'S USERS MAY USE THE SERVICE SOLELY FOR INTERNAL BUSINESS OF CLIENT, ITS AFFILIATES AND USERS. USERS SHALL USE THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT AND EACH APPLICABLE ORDER FORM, STATEMENT OF WORK AND DOCUMENTATION.**

**4. SERVICE LEVEL AGREEMENT. ORIGAMI'S SERVICE LEVEL AGREEMENT WITH RESPECT TO THE SERVICE IS SET FORTH AS EXHIBIT A (THE "SERVICE LEVEL AGREEMENT"). ANY EXCLUDED EVENT (AS DEFINED IN SUCH SERVICE LEVEL AGREEMENT) AND ANY UNAVAILABILITY OF THE SERVICE THAT DOES NOT CONSTITUTE A FAILURE OF THE AVAILABILITY REQUIREMENT SET FORTH IN SUCH SERVICE LEVEL AGREEMENT SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.**

**5. RESTRICTIONS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A GRANT TO CLIENT OF ANY RIGHT TO, AND CLIENT SHALL NOT, AND SHALL NOT PERMIT ANY USER OR ANY OTHER THIRD PARTY TO: (I) REPRODUCE, LICENSE, SUBLICENSE, SELL, RESELL, TRANSFER, ASSIGN, DISTRIBUTE OR OTHERWISE COMMERCIALY EXPLOIT OR MAKE AVAILABLE TO ANY THIRD PARTY THE SERVICE OR ANY PORTION THEREOF; (II) DISTRIBUTE, DISCLOSE OR ALLOW USE OF ANY OF THE SERVICE, OR ANY PORTION THEREOF, IN ANY FORMAT, THROUGH ANY TIMESHARING SERVICE, SERVICE BUREAU, NETWORK OR BY ANY OTHER MEANS, TO OR BY ANY THIRD PARTY; (III) DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER OR ATTEMPT TO RECONSTRUCT OR DISCOVER ANY SOURCE CODE OR UNDERLYING IDEAS OR ALGORITHMS OF THE SERVICE IN ANY MANNER; (IV) CREATE DERIVATIVE WORKS FROM, MODIFY OR ALTER ANY OF THE SERVICE IN ANY MANNER WHATSOEVER; (V) USE OR ACCESS THE SERVICE IN A MANNER THAT WOULD REASONABLY BE EXPECTED TO DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR ANY ORIGAMI SERVERS OR THE NETWORKS CONNECTED TO ANY ORIGAMI SERVER (AND IF ANY ACCESS OR USE OF THE SERVICE DOES DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR ANY ORIGAMI SERVERS OR THE NETWORKS CONNECTED TO ANY ORIGAMI SERVER, THEN CLIENT SHALL PROMPTLY DISCONTINUE SUCH ACCESS OR USE UPON WRITTEN NOTICE OF SUCH BY ORIGAMI); (VI) TAKE ANY ACTION THAT WOULD REASONABLY BE EXPECTED TO INTERFERE WITH ANY THIRD PARTY'S USE AND ENJOYMENT OF THE SERVICE (AND IF ANY CLIENT ACTION DOES INTERFERE WITH ANY THIRD PARTY'S USE AND ENJOYMENT OF THE SERVICE, THEN CLIENT SHALL PROMPTLY DISCONTINUE SUCH ACTION UPON WRITTEN NOTICE OF SUCH BY ORIGAMI); (VII) ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO THE SERVICE, ACCOUNTS, COMPUTER SYSTEMS, OR NETWORKS CONNECTED TO ANY ORIGAMI SERVER; (VIII) USE ANY ROBOT, SPIDER OR OTHER AUTOMATIC DEVICE OR MANUAL PROCESS TO MONITOR OR COPY PORTIONS OF THE SERVICE; (IX) USE THE SERVICE IN A MANNER INTENDED TO ABUSE OR VIOLATE THE PRIVACY OR PROPERTY RIGHTS OF OTHERS; (X) PERFORM ANY VULNERABILITY SCANNING OR PENETRATION TESTING ON THE SERVICE OR ORIGAMI'S SYSTEMS OR NETWORKS WITHOUT ORIGAMI'S EXPLICIT PRIOR WRITTEN CONSENT FOR EACH SUCH SCAN OR TEST; OR (XI) ACCESS THE SERVICE IN ORDER TO (A) BUILD A COMPETITIVE PRODUCT OR SERVICE, OR (B) BUILD A PRODUCT USING SIMILAR UNIQUE AND CONFIDENTIAL IDEAS, FEATURES, FUNCTIONS OR GRAPHICS OF THE SERVICE.**

**6. USERS. CLIENT MAY PERMIT THE NUMBER OF AUTHORIZED USERS AS SET FORTH IN THE ORDER FORM TO USE THE SERVICE. EACH AUTHORIZED USER SHALL ACCESS AND USE THE SERVICE (I) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE APPLICABLE ORDER FORM AND DOCUMENTATION, AND, (II) WHEN APPLICABLE, THROUGH A UNIQUE AND REASONABLY SECURE USERNAME AND PASSWORD AS FURTHER DESCRIBED IN THE APPLICABLE ORDER FORM OR DOCUMENTATION. IT IS CLIENT'S RESPONSIBILITY TO DESIGNATE THE APPLICABLE ACCESS TO BE GRANTED TO EACH USER. CLIENT SHALL CAUSE ALL USERS TO COMPLY WITH ALL OBLIGATIONS OF CLIENT HEREUNDER, TO THE EXTENT APPLICABLE TO USERS. EXCEPT FOR CLIENT'S AND ITS AFFILIATES' SYSTEM ADMINISTRATORS WHERE REASONABLY NECESSARY FOR ADMINISTRATIVE OR SECURITY PURPOSES, NO USER MAY USE THE USERNAME/USER IDENTIFICATION OR PASSWORD OF ANY OTHER USER. CLIENT SHALL BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS USERS AS IF THEY WERE UNDERTAKEN BY CLIENT ITSELF. FURTHER, CLIENT SHALL BE RESPONSIBLE FOR ENSURING THAT ITS USERS UTILIZE APPROPRIATE SECURITY PRACTICES AND ARE GIVEN APPROPRIATE PERMISSIONS FOR THEIR USAGE OF THE SERVICE.**

**7. THIRD PARTY ACCESS. CLIENT SHALL ALSO HAVE THE RIGHT FOR CLIENT AND ITS AFFILIATES TO PERMIT THIRD PARTY USERS TO ACCESS OR USE THE SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH APPLICABLE ORDER FORM AND STATEMENT OF WORK, PROVIDED THAT EACH SUCH THIRD PARTY USER HAS AGREED IN WRITING TO ORIGAMI'S THIRD PARTY USER AGREEMENT ("THIRD PARTY TERMS") PRIOR TO OR UPON SUCH USER'S INITIAL LOGIN TO THE SERVICE. SUCH THIRD PARTY TERMS ARE AVAILABLE FROM ORIGAMI UPON REQUEST. CLIENT MAY MEET THIS REQUIREMENT WITH RESPECT TO ANY THIRD PARTY USER BY REQUIRING SUCH THIRD PARTY USER TO ACCEPT THE THIRD PARTY TERMS AS PART OF A CLICK-THROUGH THAT CAN BE ENABLED TO APPEAR UPON SUCH THIRD PARTY USER'S INITIAL LOGIN TO THE SERVICE. ANY RIGHTS GRANTED HEREUNDER OR UNDER THE THIRD PARTY TERMS WITH RESPECT TO THE SERVICE TO THIRD PARTY USERS SHALL EXPIRE OR TERMINATE IMMEDIATELY UPON THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. CLIENT SHALL BE FULLY RESPONSIBLE FOR (I) ENSURING THE COMPLIANCE OF EACH CLIENT PARTY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EACH APPLICABLE ORDER FORM, STATEMENT OF WORK, AND DOCUMENTATION, AND THE APPLICABLE THIRD PARTY USER AGREEMENT, AND (II) ALL VIOLATIONS OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, EACH APPLICABLE STATEMENT OF WORK, ORDER FORM, DOCUMENTATION, AND THE APPLICABLE THIRD PARTY TERMS BY EACH CLIENT PARTY.**

**8. CLIENT SUPPORT AND PROFESSIONAL SERVICES. DURING THE TERM OF THIS AGREEMENT, ORIGAMI WILL PROVIDE CLIENT SUPPORT AND PROFESSIONAL SERVICES TO THE EXTENT SET FORTH IN AN ORDER FORM OR STATEMENT OF WORK. CLIENT MAY ALSO CONTRACT FOR EXPANDED SERVICES FOR ADDITIONAL DAYS AND HOURS IN ACCORDANCE WITH THE RATES SET FORTH IN THE STATEMENT OF WORK, OR IF NO SUCH RATES ARE SPECIFIED, ORIGAMI'S THEN-CURRENT POLICIES AND PRICES. NOTWITHSTANDING THE FOREGOING, ORIGAMI WILL NOT BE OBLIGATED TO PROVIDE ANY SUPPORT REQUIRED AS A RESULT OF, OR WITH RESPECT TO, (I) CLIENT'S OPERATING SYSTEMS, NETWORKS, HARDWARE, OR OTHER RELATED EQUIPMENT OF CLIENT, OR (II) CLIENT'S OR ANY OF ITS USERS' USE OF THE SERVICE OTHER THAN IN ACCORDANCE WITH THE APPLICABLE STATEMENT OF WORK AND DOCUMENTATION AND AS PERMITTED UNDER THIS AGREEMENT.**

9. **CLIENT OBLIGATIONS. CLIENT SHALL: (I) PROVIDE ORIGAMI WITH REASONABLE ACCESS TO CLIENT'S PREMISES TO THE EXTENT NECESSARY TO ENABLE ORIGAMI TO PERFORM ITS OBLIGATIONS HEREUNDER; (II) PROVIDE ADEQUATE RESOURCES TO PARTICIPATE IN OR FACILITATE THE PERFORMANCE OF THE SERVICE; (III) TIMELY PARTICIPATE IN MEETINGS RELATING TO THE SERVICE; (IV) ASSIGN PERSONNEL WITH RELEVANT TRAINING AND EXPERIENCE TO WORK IN CONSULTATION WITH ORIGAMI; (V) MEET THE REQUIREMENTS TO USE THE SERVICE AS SET FORTH AT [HTTP://WWW.ORIGAMIRISK.COM/PRODUCT-REQUIREMENTS](http://www.origamirisk.com/product-requirements); (VI) SAFEGUARD THE USERNAMES, PASSWORDS AND OTHER SECURITY DATA, METHODS AND DEVICES FURNISHED TO CLIENT IN CONNECTION WITH THE SERVICE AND PREVENT UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE AND PROMPTLY NOTIFY ORIGAMI IF IT BECOMES AWARE OF ANY SUCH UNAUTHORIZED ACCESS OR THAT THE SECURITY OF ITS USERNAMES OR PASSWORDS HAS BEEN COMPROMISED; (VII) BE RESPONSIBLE FOR CLIENT NETWORKS, EQUIPMENT AND SYSTEM SECURITY REQUIRED OR APPROPRIATE IN CONNECTION WITH THE SERVICE; (VIII) HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CLIENT DATA; (IX) TRANSMIT CLIENT DATA ONLY IN AN ENCRYPTED FORMAT AS SET FORTH IN THE SERVICE LEVEL AGREEMENT OR AS OTHERWISE MUTUALLY AGREED BY THE PARTIES; (X) OBTAIN ALL CONSENTS AND AUTHORIZATIONS FROM ANY THIRD PARTIES THAT CLIENT REQUIRES IN ORDER FOR ORIGAMI TO PERFORM ITS OBLIGATIONS HEREUNDER (AND ORIGAMI SHALL NOT BE REQUIRED TO ENTER INTO AGREEMENTS WITH ANY SUCH THIRD PARTIES), AND (XI) TAKE SUCH OTHER ACTIONS AS ARE REQUIRED OF CLIENT PURSUANT TO THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK.**

10. **CLIENT WARRANTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT DURING THE TERM OF THIS AGREEMENT A CLIENT PARTY OR OTHER THIRD PARTIES MAY DISCLOSE CERTAIN CLIENT DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA REGARDING EMPLOYEES OR OTHER INDIVIDUALS, TO ORIGAMI FOR THE BENEFIT OF A CLIENT PARTY. WITH RESPECT TO ANY CLIENT DATA SO DISCLOSED BY, OR ON BEHALF OF, A CLIENT PARTY TO ORIGAMI, CLIENT REPRESENTS AND WARRANTS TO ORIGAMI THAT: (I) EACH SUCH CLIENT PARTY, AND SUCH OTHER THIRD PARTIES OPERATING ON CLIENT'S BEHALF ARE AUTHORIZED TO COLLECT, USE AND DISCLOSE THE CLIENT DATA TO ORIGAMI FOR USE AND STORAGE PURSUANT TO THIS AGREEMENT; (II) SUCH DISCLOSURE, USE OR STORAGE DOES NOT AND SHALL NOT VIOLATE APPLICABLE LAW OR, IF APPLICABLE, SUCH CLIENT PARTY'S AGREEMENTS WITH OR PRIVACY NOTICES TO INDIVIDUALS WITH RESPECT TO WHOM THE CLIENT DATA RELATES; AND (III) CLIENT SHALL NOT REQUEST ORIGAMI TO USE, STORE, DISCLOSE OR OTHERWISE PROCESS CLIENT DATA IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER APPLICABLE LAW OR, IF APPLICABLE, SUCH CLIENT PARTY'S AGREEMENTS WITH OR PRIVACY NOTICES TO INDIVIDUALS WITH RESPECT TO WHOM THE CLIENT DATA RELATES, IF DONE BY CLIENT.**

11. **NON-ORIGAMI EVENTS. CLIENT ACKNOWLEDGES AND AGREES THAT ORIGAMI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN ITS PERFORMANCE OF ANY DUTIES OR OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK, TO THE EXTENT SUCH DELAYS OR FAILURES RESULT OR ARISE FROM ANY (1) ACT OR OMISSION OF ANY CLIENT PARTY, INCLUDING ANY DELAYS IN THEIR PERFORMANCE OR COOPERATION WITH RESPECT TO THE OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY ORDER FORM OR STATEMENT OF WORK; (2) FAILURE OF ANY CLIENT PARTY'S EQUIPMENT OR SOFTWARE (OTHER THAN THE SERVICE); OR (3) FORCE MAJEURE EVENT.**

**12. MOBILE SERVICE. THE SERVICE MAY INCLUDE CERTAIN SERVICES THAT ARE AVAILABLE VIA AN APPLICATION DOWNLOADED AND INSTALLED ON A MOBILE DEVICE. TO THE EXTENT CLIENT CHOOSES TO USE SUCH APPLICATION, CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT DATA MAY BE STORED LOCALLY ON A MOBILE DEVICE AS PART OF SUCH SERVICE AND THAT THE PHYSICAL SECURITY OF ANY MOBILE DEVICE USED TO ACCESS SUCH SERVICES IS CLIENT'S RESPONSIBILITY. IF CLIENT OR ANY USER ELECTS TO STORE DATA ON A MOBILE DEVICE, ORIGAMI SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF CLIENT DATA OR ANY OTHER DATA ON SUCH DEVICE.**

**13. INTELLECTUAL PROPERTY RIGHTS.**

14. **ORIGAMI INTELLECTUAL PROPERTY RIGHTS. AS BETWEEN ORIGAMI AND CLIENT, ORIGAMI OWNS ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL RELATED INTELLECTUAL PROPERTY RIGHTS IN AND TO, OR RELATED TO THE SERVICE AND WORK PRODUCT, INCLUDING ALL SOFTWARE PROGRAMS CONTAINED THEREIN. TO THE EXTENT THAT ANY SUCH INTELLECTUAL PROPERTY RIGHTS DO NOT OTHERWISE VEST IN ORIGAMI OR ITS LICENSORS, CLIENT HEREBY AGREES TO PROMPTLY ASSIGN SUCH INTELLECTUAL PROPERTY RIGHTS TO ORIGAMI OR ITS LICENSORS, AND TO DO ALL OTHER ACTS REASONABLY NECESSARY TO PERFECT ORIGAMI'S OR ITS LICENSORS' OWNERSHIP THEREOF, WITHOUT ADDITIONAL CONSIDERATION OF ANY KIND. THE ORIGAMI NAME, THE ORIGAMI LOGOS, AND THE PRODUCT NAMES ASSOCIATED WITH THE SERVICE ARE TRADEMARKS OF ORIGAMI OR THIRD PARTIES, AND NO RIGHT OR LICENSE IS GRANTED WITH RESPECT TO THEIR USE. THE SERVICE MAY CONTAIN INTELLECTUAL PROPERTY BELONGING TO THIRD PARTIES. ALL SUCH INTELLECTUAL PROPERTY IS AND SHALL REMAIN THE PROPERTY OF ITS RESPECTIVE OWNERS. EXCEPT FOR THE LIMITED RIGHTS EXPRESSLY GRANTED HEREIN, ALL RIGHT, TITLE AND INTEREST IN AND TO THE SERVICE AND WORK PRODUCT ARE RESERVED BY ORIGAMI, AND, EXCEPT AS EXPRESSLY GRANTED HEREIN, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS CONFERRING ANY RIGHT, TITLE, INTEREST OR LICENSE WITH RESPECT TO THE SERVICE OR WORK PRODUCT UPON CLIENT, BY IMPLICATION, ESTOPPEL OR OTHERWISE. IN ADDITION, CLIENT AGREES AND ACKNOWLEDGES THAT ORIGAMI SHALL HAVE AN UNLIMITED RIGHT TO INCORPORATE INTO ANY UPDATES, UPGRADES, OR MODIFICATIONS TO THE SERVICE ALL SUGGESTIONS, IDEAS, ENHANCEMENT REQUESTS, FEEDBACK, RECOMMENDATIONS OR OTHER INFORMATION PROVIDED BY CLIENT OR ANY USER RELATING TO THE SERVICE. SUCH SERVICE, AS UPDATED, UPGRADED, OR MODIFIED, SHALL BE OWNED BY ORIGAMI AS PROVIDED IN THIS SECTION. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE WORK PRODUCT SHALL NOT CONSTITUTE WORK MADE-FOR-HIRE UNDER THE UNITED STATES COPYRIGHT ACT, AND THAT ORIGAMI SHALL HAVE THE EXCLUSIVE RIGHT TO PROTECT THE WORK PRODUCT BY PATENT, COPYRIGHT, OR ANY OTHER MEANS. WORK PRODUCT SHALL BE MADE AVAILABLE TO CLIENT AS PART OF THE SERVICE TO THE EXTENT SET FORTH IN AN ORDER FORM OR STATEMENT OF WORK, AND CLIENT SHALL HAVE NO OTHER RIGHT TO USE ANY WORK PRODUCT.**

15. **CLIENT DATA. CLIENT DATA SHALL BE CONFIDENTIAL INFORMATION OF CLIENT UNDER THIS AGREEMENT. AS BETWEEN ORIGAMI AND CLIENT, CLIENT SHALL OWN ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLIENT DATA, WHICH SHALL NEVER BE DEEMED TO BE THE SERVICE OR WORK PRODUCT, EVEN IF DELIVERED OR INCORPORATED THEREWITH. ORIGAMI SHALL HAVE NO RESPONSIBILITY, WHATSOEVER, FOR THE ACCURACY, QUALITY, LEGALITY, RELIABILITY, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OF CLIENT DATA, AND ORIGAMI SHALL NOT REVIEW, MONITOR OR CHECK THE CLIENT DATA EXCEPT AS NECESSARY TO PROVIDE THE SERVICE TO CLIENT. ORIGAMI SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, DESTRUCTION, DAMAGE OR LOSS OF ANY CLIENT DATA THROUGH NO FAULT OF ORIGAMI OR ITS PROVIDERS WITHOUT LIMITING ORIGAMI'S LIABILITY TO MAINTAIN BACKUP DATA AS SET FORTH IN THE SERVICE LEVEL AGREEMENT. UPON CLIENT'S WRITTEN REQUEST WITHIN 30 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT, ORIGAMI WILL AT ITS EXPENSE PROVIDE ELECTRONIC FILES TO CLIENT IN DELIMITED TEXT FORMAT CONTAINING CLIENT'S CLIENT DATA. SUBJECT TO ORIGAMI'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, CLIENT AGREES THAT ORIGAMI SHALL HAVE THE RIGHT TO COLLECT AND USE DATA OR INFORMATION RESULTING FROM A CLIENT PARTY'S USE OF THE SERVICE SO LONG AS SUCH DATA AND INFORMATION IS DE-IDENTIFIED AND AGGREGATED SO THAT IT CANNOT IDENTIFY, BE TRACED BACK TO OR OTHERWISE BE ASSOCIATED IN ANY MANNER WITH CLIENT OR ANY PARTICULAR INDIVIDUAL.**

16. **NOTICES OF INFRINGEMENT. IN THE EVENT CLIENT DISCOVERS OR IS NOTIFIED OF AN ACTUAL OR SUSPECTED INFRINGEMENT OF THE RIGHTS OF ORIGAMI OR ITS LICENSORS IN OR TO THE SERVICE OR ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE (EACH, AN "INFRINGEMENT"), CLIENT SHALL PROMPTLY NOTIFY ORIGAMI OF SUCH KNOWN OR SUSPECTED INFRINGEMENT AND TERMINATE SUCH INFRINGEMENT TO THE EXTENT WITHIN CLIENT'S CONTROL. CLIENT AGREES TO REASONABLY COOPERATE WITH AND ASSIST ORIGAMI (AT ORIGAMI'S SOLE EXPENSE) IN PROTECTING, ENFORCING AND DEFENDING ORIGAMI'S RIGHTS IN AND TO THE SERVICE.**

17. **FINANCIAL TERMS.**

18. **FEES. CLIENT SHALL PAY TO ORIGAMI THE FEES SET FORTH IN ANY ORDER FORM OR STATEMENT OF WORK OR AS OTHERWISE AGREED IN WRITING BY THE PARTIES.**

19. **EXPENSES. CLIENT SHALL REIMBURSE ORIGAMI FOR ALL PRE-AUTHORIZED IN WRITING, REASONABLE, DOCUMENTED OUT OF POCKET TRAVEL, LODGING, MEAL AND OTHER EXPENSES REASONABLY INCURRED BY ORIGAMI IN THE COURSE OF PERFORMING THE SERVICE.**

20. **TAXES. CLIENT SHALL BE LIABLE FOR ANY TAXES (INCLUDING WITHOUT LIMITATION SALES, USE, EXCISE AND GROSS RECEIPTS TAXES), CHARGES, TARIFFS, AND DUTIES AND ANY INTEREST AND PENALTIES ARISING UNDER THIS AGREEMENT, EXCLUDING TAXES BASED UPON ORIGAMI'S INCOME. ALL SUCH TAXES MAY BE INCLUDED IN AMOUNTS INVOICED BY ORIGAMI TO CLIENT.**

21. **PAYMENTS. ALL FEES UNDER THIS AGREEMENT SHALL BE PAYABLE BY CLIENT IN ACCORDANCE WITH THE APPLICABLE ORDER FORM OR STATEMENT OF WORK OR AS OTHERWISE AGREED BY THE PARTIES. FEES SHALL BE DUE WITHIN 30 DAYS OF INVOICE DATE. PAYMENTS REMITTED AFTER 30 DAYS SHALL BEAR INTEREST AT 1.5 PERCENT PER MONTH. EXCEPT AS PROVIDED IN SECTIONS 7(B) AND 9(A), ALL FEES PAID HEREUNDER ARE NON-REFUNDABLE. WITHOUT LIMITING ORIGAMI'S OTHER RIGHTS AND REMEDIES, IF CLIENT DOES NOT PAY A CORRECT OVERDUE INVOICE WITHIN 15 DAYS AFTER RECEIVING NOTICE FROM ORIGAMI OF NONPAYMENT UNLESS CLIENT HAS NOTIFIED ORIGAMI OF A GOOD FAITH DISPUTE PRIOR TO SUCH TIME, THEN ORIGAMI MAY SUSPEND CLIENT'S ACCESS TO THE SERVICE AND ANY OTHER SERVICES UNTIL ORIGAMI RECEIVES SUCH PAYMENT, AND FEES SHALL CONTINUE TO ACCRUE DURING ANY SUCH PERIOD; PROVIDED THAT THIS SHALL NOT BE DEEMED TO LIMIT CLIENT'S RIGHT TO THE RETURN OF ITS CLIENT DATA PURSUANT TO SECTION 3(B) OF THIS AGREEMENT.**

22. **CONFIDENTIALITY.**

23. **CONFIDENTIAL INFORMATION.** EACH PARTY ACKNOWLEDGES AND AGREES THAT DURING THE TERM OF THIS AGREEMENT IT MAY BE FURNISHED WITH OR OTHERWISE HAVE ACCESS TO CONFIDENTIAL INFORMATION OF THE OTHER PARTY. THE PARTY THAT HAS RECEIVED CONFIDENTIAL INFORMATION (THE “RECEIVING PARTY”), IN FULFILLING ITS OBLIGATIONS UNDER THIS SECTION, SHALL EXERCISE THE SAME DEGREE OF CARE AND PROTECTION WITH RESPECT TO THE CONFIDENTIAL INFORMATION OF THE PARTY THAT HAS DISCLOSED CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY (THE “DISCLOSING PARTY”) THAT IT EXERCISES WITH RESPECT TO ITS OWN CONFIDENTIAL INFORMATION, BUT IN NO EVENT SHALL THE RECEIVING PARTY EXERCISE LESS THAN A REASONABLE STANDARD OF CARE. THE RECEIVING PARTY SHALL ONLY USE, ACCESS AND DISCLOSE CONFIDENTIAL INFORMATION AS NECESSARY TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK, OR IN EXERCISE OF ITS RIGHTS EXPRESSLY GRANTED HEREUNDER. RECEIVING PARTY SHALL NOT DIRECTLY OR INDIRECTLY DISCLOSE, SELL, COPY, DISTRIBUTE, REPUBLISH, CREATE DERIVATIVE WORKS FROM, DEMONSTRATE OR ALLOW ANY THIRD PARTY TO HAVE ACCESS TO ANY OF DISCLOSING PARTY’S CONFIDENTIAL INFORMATION; PROVIDED THAT THE RECEIVING PARTY MAY DISCLOSE THE DISCLOSING PARTY’S CONFIDENTIAL INFORMATION TO ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES (COLLECTIVELY, THE “REPRESENTATIVES”) WHO HAVE A NEED TO KNOW AND WHO ARE BOUND BY CONFIDENTIALITY OBLIGATIONS WITH RESPECT TO SUCH CONFIDENTIAL INFORMATION THAT ARE SUBSTANTIALLY SIMILAR TO THOSE SET FORTH IN THIS SECTION. THE RECEIVING PARTY SHALL BE RESPONSIBLE AND LIABLE FOR ANY BREACH OF THIS SECTION BY ANY OF ITS REPRESENTATIVES. THIS AGREEMENT (INCLUDING ALL STATEMENTS OF WORK AND PRICING THEREUNDER) AND ALL INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SERVICE AND WORK PRODUCT SHALL BE DEEMED TO BE CONFIDENTIAL INFORMATION OF ORIGAMI UNDER THIS AGREEMENT.

24. **EXCLUSIONS.** THE FOLLOWING INFORMATION SHALL NOT BE CONSIDERED CONFIDENTIAL INFORMATION SUBJECT TO THIS SECTION: (I) INFORMATION THAT IS PUBLICLY AVAILABLE OR LATER BECOMES AVAILABLE OTHER THAN THROUGH A BREACH OF THIS AGREEMENT; (II) INFORMATION THAT IS KNOWN TO THE RECEIVING PARTY OR ITS REPRESENTATIVES PRIOR TO SUCH DISCLOSURE OR IS INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY OR ITS REPRESENTATIVES SUBSEQUENT TO SUCH DISCLOSURE; OR (III) INFORMATION THAT IS SUBSEQUENTLY LAWFULLY OBTAINED BY THE RECEIVING PARTY OR ITS REPRESENTATIVES FROM A THIRD PARTY WITHOUT OBLIGATIONS OF CONFIDENTIALITY. IF THE RECEIVING PARTY IS REQUIRED BY LAW TO DISCLOSE ANY PORTION OF THE DISCLOSING PARTY’S CONFIDENTIAL INFORMATION, RECEIVING PARTY SHALL GIVE PRIOR TIMELY NOTICE OF SUCH DISCLOSURE TO DISCLOSING PARTY TO PERMIT DISCLOSING PARTY TO SEEK A PROTECTIVE OR SIMILAR ORDER, AND, ABSENT THE ENTRY OF SUCH AN ORDER, RECEIVING PARTY SHALL DISCLOSE ONLY SUCH CONFIDENTIAL INFORMATION AS IS NECESSARY BE DISCLOSED IN RESPONSE TO SUCH SUBPOENA, COURT ORDER OR OTHER SIMILAR DOCUMENT.

25. **RETURN OF CONFIDENTIAL INFORMATION.** UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE RECEIVING PARTY WILL PROMPTLY RETURN OR DESTROY ANY CONFIDENTIAL INFORMATION IN THE POSSESSION OR CONTROL OF THE RECEIVING PARTY. ORIGAMI’S OBLIGATION TO RETURN AND DESTROY CLIENT DATA IS SET FORTH IN SECTION 3(B).

26. **DATA SECURITY.**

27. **AUDIT REPORT.** UPON CLIENT'S WRITTEN REQUEST TO ORIGAMI DURING THE TERM OF THIS AGREEMENT (NO MORE THAN ONCE IN ANY 12-MONTH PERIOD), ORIGAMI SHALL PROVIDE A COPY OF ITS SERVICE ORGANIZATION CONTROL (SOC) 2 AUDIT REPORT (OR AN EQUIVALENT AUDIT REPORT OR PURSUANT TO A SUCCESSOR STANDARD) ("SOC 2 REPORT") TO CLIENT, AND SUCH REPORT SHALL CONTAIN AN UNQUALIFIED OPINION. SUCH AUDIT REPORT SHALL BE DEEMED CONFIDENTIAL INFORMATION UNDER THE TERMS OF THIS AGREEMENT.

28. **SAFEGUARDS.** ORIGAMI SHALL MAINTAIN COMMERCIALY REASONABLE ADMINISTRATIVE, TECHNICAL AND PHYSICAL SAFEGUARDS DESIGNED TO PROTECT THE SECURITY AND PRIVACY OF CLIENT DATA. SUCH SAFEGUARDS ARE DESCRIBED IN ORIGAMI'S MOST RECENTLY COMPLETED SOC 2 REPORT. IN NO EVENT DURING THE TERM OF THIS AGREEMENT WILL ORIGAMI MATERIALLY DIMINISH THE PROTECTIONS PROVIDED BY THE CONTROLS SET FORTH IN SUCH SOC 2 REPORT. SUCH SAFEGUARDS SHALL COMPLY WITH DATA PRIVACY LAWS THAT ARE APPLICABLE TO ORIGAMI IN ITS PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE DATA PRIVACY LAWS ADDRESSING PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE CONTAINED IN THE CLIENT DATA. ORIGAMI SHALL ALSO MAINTAIN AN INTERNAL INFORMATION SECURITY MANAGEMENT PROGRAM THAT ADDRESSES DATA SECURITY AND THE SECURITY CONTROLS EMPLOYED BY ORIGAMI IN COMPLIANCE WITH THIS AGREEMENT. ORIGAMI SHALL ENCRYPT CLIENT DATA AS SET FORTH IN THE SERVICE LEVEL AGREEMENT.

29. **NOTIFICATION.** ORIGAMI SHALL INFORM CLIENT PROMPTLY AND WITHOUT UNDUE DELAY IN THE EVENT THAT IT LEARNS OF ANY BREACH OF ORIGAMI'S SYSTEMS RESULTING IN UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO, ANY CLIENT DATA. ANY SUCH NOTICE WILL PROVIDE A DESCRIPTION ABOUT THE CLIENT DATA THAT WAS ACCESSED TO THE EXTENT AVAILABLE AT THE TIME OF THE NOTICE. ORIGAMI WILL PROVIDE REGULAR UPDATES TO CLIENT AS ADDITIONAL DETAILS ABOUT THE NATURE OF THE AFFECTED CLIENT DATA BECOME AVAILABLE. ORIGAMI AGREES TO MITIGATE, TO THE EXTENT PRACTICABLE, ANY HARMFUL EFFECTS FROM SUCH BREACH THAT ARE OR BECOME KNOWN TO ORIGAMI.

30. **TERM AND TERMINATION.**

31. **TERM. THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE UNTIL ALL SUBSCRIPTIONS TO THE SERVICE HEREUNDER AND STATEMENTS OF WORK HAVE EXPIRED OR BEEN TERMINATED SOONER IN ACCORDANCE WITH THIS SECTION. THE TERM OF EACH SUBSCRIPTION SHALL BE AS SPECIFIED IN THE APPLICABLE ORDER FORM, AND THE TERM OF EACH STATEMENT OF WORK SHALL BE AS SPECIFIED THEREIN (OR, IF NOT SPECIFIED, SHALL RUN UNTIL THE COMPLETION OF THE APPLICABLE PROFESSIONAL SERVICES THEREUNDER).**

32. **TERMINATION FOR BREACH. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER PARTY IF THE OTHER PARTY BREACHES ANY MATERIAL TERM AND FAILS TO CURE SUCH BREACH WITHIN 30 DAYS AFTER RECEIPT OF WRITTEN NOTICE OF SUCH BREACH. IF CLIENT TERMINATES THE AGREEMENT FOR ORIGAMI'S BREACH IN ACCORDANCE WITH THIS PARAGRAPH, ORIGAMI SHALL REFUND TO CLIENT, WITHIN 45 DAYS OF THE EFFECTIVE DATE OF SUCH TERMINATION, ANY PREPAID BUT UNEARNED FEES PAID TO ORIGAMI IN ADVANCE BY CLIENT. IF ORIGAMI TERMINATES THE AGREEMENT FOR CLIENT'S BREACH IN ACCORDANCE WITH THIS PARAGRAPH, ALL REMAINING UNPAID FEES SHALL BECOME DUE AND PAYABLE.**

33. **TERMINATION FOR INSOLVENCY. EITHER PARTY MAY TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE OTHER PARTY IF THE OTHER PARTY (I) BECOMES INSOLVENT OR ADMITS ITS INABILITY TO PAY ITS DEBTS GENERALLY AS THEY BECOME DUE, (II) BECOMES SUBJECT, VOLUNTARILY OR INVOLUNTARILY, TO ANY PROCEEDING UNDER ANY BANKRUPTCY OR INSOLVENCY LAW, WHICH IS NOT FULLY STAYED WITHIN SEVEN BUSINESS DAYS OR IS NOT DISMISSED OR VACATED WITHIN 45 DAYS AFTER FILING, (III) IS DISSOLVED OR LIQUIDATED OR TAKES ANY COMPANY ACTION FOR SUCH PURPOSE OR CEASES TO EXIST AS A GOING CONCERN, (IV) MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR (V) HAS A RECEIVER, TRUSTEE, CUSTODIAN, OR SIMILAR AGENT APPOINTED BY ORDER OF ANY COURT OF COMPETENT JURISDICTION TO TAKE CHARGE OF OR SELL ALL OR SUBSTANTIALLY ALL OF ITS PROPERTY OR BUSINESS.**

34. **EVENTS UPON TERMINATION. UPON THE TERMINATION OF THIS AGREEMENT: (I) ORIGAMI SHALL CEASE PROVIDING THE SERVICE TO CLIENT, AND CLIENT AND ITS USERS SHALL CEASE USE OF THE SERVICE; AND (II) ORIGAMI SHALL INVOICE CLIENT FOR ALL ACCRUED FEES AND ALL REIMBURSABLE EXPENSES. CLIENT SHALL PAY THE INVOICED AMOUNTS, INCLUDING FROM PREVIOUSLY ISSUED INVOICES, WITHIN 30 DAYS OF THE DATE OF SUCH INVOICE.**

35. **SURVIVAL. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN THE EVENT OF TERMINATION OF THIS AGREEMENT FOR ANY REASON, THE PROVISIONS OF SECTIONS 2(I), 2(J), 3, 5, 7(D), 7(E), 8(C), AND 9 THROUGH 13, AS WELL AS ALL PAYMENT OBLIGATIONS, SHALL SURVIVE.**

36. **LIMITED WARRANTY.**

37. **SERVICE WARRANTY. ORIGAMI WARRANTS THAT THE SERVICE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION WHEN USED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT ON THE HARDWARE AND WITH THE THIRD-PARTY SOFTWARE SPECIFIED BY ORIGAMI FROM TIME TO TIME. CLIENT'S SOLE REMEDY FOR ANY BREACH BY ORIGAMI OF THE WARRANTY PROVIDED IN THIS SECTION SHALL BE REPLACEMENT OF THE NONCONFORMING SERVICE, AT ORIGAMI'S SOLE EXPENSE, AS DESCRIBED HEREIN. ORIGAMI SHALL DELIVER TO CLIENT REPLACEMENT SERVICE, A WORK-AROUND AND/OR AN ERROR/BUG FIX AS MAY BE NECESSARY TO CORRECT THE NONCONFORMITY. IN THE EVENT THAT CLIENT GIVES ORIGAMI NOTICE OF AN APPARENT NONCONFORMITY THAT ORIGAMI REASONABLY DETERMINES IS NOT DUE TO ANY FAULT OR FAILURE OF THE SERVICE TO CONFORM TO THE WARRANTY PROVIDED HEREIN, ALL TIME SPENT BY ORIGAMI RESULTING IN SUCH DETERMINATION, INCLUDING TIME SPENT ATTEMPTING TO CORRECT THE PROBLEM, SHALL BE CHARGED AGAINST CLIENT SUPPORT HOURS, OR, IF CLIENT SUPPORT HOURS HAVE BEEN EXHAUSTED, CHARGED TO CLIENT AT ORIGAMI'S THEN CURRENT HOURLY RATE FOR SUCH SERVICES.**
38. **PROFESSIONAL SERVICES WARRANTY. ORIGAMI REPRESENTS AND WARRANTS THAT THE PROFESSIONAL SERVICES SHALL BE PERFORMED IN A PROFESSIONAL AND COMMERCIALY REASONABLE MANNER CONSISTENT WITH THE STANDARD OF CARE EXERCISED BY ORIGAMI IN PERFORMING SIMILAR SERVICES FOR OTHER CLIENTS. CLIENT'S SOLE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE NONCONFORMING PROFESSIONAL SERVICES, PROVIDED THAT ORIGAMI MUST HAVE RECEIVED WRITTEN NOTICE OF THE NONCONFORMITY FROM CLIENT NO LATER THAN 30 DAYS AFTER THE ORIGINAL PERFORMANCE OF THE APPLICABLE PROFESSIONAL SERVICES BY ORIGAMI.**
39. **DISCLAIMERS.**
40. ***EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, CLIENT SUPPORT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.***
41. ***CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.***
42. ***Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party***

*software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.*

43. **INDEMNIFICATION BY ORIGAMI.**

44. **INDEMNIFICATION.** ORIGAMI AGREES TO INDEMNIFY, DEFEND, SETTLE, OR PAY ANY THIRD PARTY CLAIM OR ACTION AGAINST A CLIENT PARTY FOR INFRINGEMENT OF ANY U.S. PATENT OR COPYRIGHT ARISING FROM CLIENT'S USE OF THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT. IF THE SERVICE OR ANY PART OF THE SERVICE IS HELD TO INFRINGE AND THE USE THEREOF IS ENJOINED OR RESTRAINED OR, IF AS A RESULT OF A SETTLEMENT OR COMPROMISE, SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, ORIGAMI SHALL, AT ITS OWN EXPENSE AND AS CLIENT'S SOLE REMEDY THEREFOR (OTHER THAN THE INDEMNIFICATION OBLIGATION SET FORTH ABOVE), EITHER: (I) PROCURE FOR CLIENT THE RIGHT TO CONTINUE TO USE THE SERVICE; OR (II) MODIFY THE SERVICE TO MAKE IT NON-INFRINGEMENT, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT CLIENT'S AUTHORIZED USE OF THE SERVICE; OR (III) REPLACE THE SERVICE WITH A FUNCTIONALLY EQUIVALENT NON-INFRINGEMENT PROGRAM AT NO ADDITIONAL CHARGE TO CLIENT; OR (IV) IF NONE OF THE FOREGOING ALTERNATIVES IS REASONABLY AVAILABLE TO ORIGAMI, TERMINATE THIS AGREEMENT AND REFUND TO CLIENT ANY PREPAID BUT UNEARNED FEES PAID TO ORIGAMI IN ADVANCE BY CLIENT PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.

45. **EXCLUSIONS.** ORIGAMI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9(A) SHALL NOT APPLY TO THE EXTENT THE CLAIM IS BASED ON: (I) MODIFICATIONS TO THE SERVICE OR ANY COMPONENT THEREOF MADE BY ANYONE OTHER THAN ORIGAMI OR ON BEHALF OF ORIGAMI; (II) USE OF ANY SERVICE IN COMBINATION WITH A PRODUCT NOT SUPPLIED BY ORIGAMI; OR (III) USE OF ANY SERVICE OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT AND THE DOCUMENTATION.

46. **CONDUCT.** ORIGAMI SHALL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH INFRINGEMENT CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE, AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM. CLIENT AGREES TO COOPERATE AND ENSURE THAT EACH CLIENT PARTY COOPERATES WITH ORIGAMI IN DOING SO. CLIENT AGREES TO GIVE ORIGAMI PROMPT WRITTEN NOTICE, IN NO CASE LONGER THAN WITHIN SEVEN DAYS OF RECEIPT OR DISCOVERY, OF ANY THREAT, WARNING, OR NOTICE OF ANY SUCH CLAIM OR ACTION, WITH COPIES OF ANY AND ALL DOCUMENTS EACH CLIENT PARTY MAY RECEIVE RELATING THERETO.

47. **INDEMNIFICATION BY CLIENT.** Client agrees to indemnify, defend and hold harmless Origami, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a Client Party in connection with Client Data; (b) a Client Party's violation of any Federal, state or local law, rule or regulation relating to such Client Party's collection and use of any Client Data; (c) a claim, which, if true, would constitute a breach of Client's representations and warranties under this Agreement.

48. **LIMITATION OF LIABILITY.**

49. **DISCLAIMER OF DAMAGES. IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

50. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.**

51. **EXPORT CONTROL.**

52. **EXPORT. CLIENT SHALL NOT EXPORT THE SERVICE OR ANY WORK PRODUCT IN VIOLATION OF APPLICABLE UNITED STATES LAWS AND REGULATIONS. CLIENT ALSO AGREES THAT IT WILL NOT KNOWINGLY EXPORT, DIRECTLY OR INDIRECTLY, THE SERVICE OR ANY WORK PRODUCT (I) THAT IT KNOWS WILL DIRECTLY ASSIST IN THE DESIGN, DEVELOPMENT, PRODUCTION, STOCKPILING OR USE OF MISSILES, NUCLEAR WEAPONS OR CHEMICAL/BIOLOGICAL WEAPONS; (II) TO ANY ENTITY ON THE DEPARTMENT OF COMMERCE ENTITY LIST OR ANY PERSON OR ENTITY ON THE DEPARTMENT OF COMMERCE DENIED PERSONS LIST, EACH CURRENTLY AVAILABLE AT [HTTP://WWW.BIS.DOC.GOV](http://www.bis.doc.gov); OR (III) TO ANY COUNTRY SUBJECT TO SANCTIONS ADMINISTERED BY THE DEPARTMENT OF THE TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL OR TO ANY PERSON OR ENTITY ON THE LISTS OF PROHIBITED ENTITIES AND PERSONS MAINTAINED BY SUCH OFFICE, CURRENTLY AVAILABLE AT [HTTP://WWW.USTREAS.GOV/OFAC](http://www.ustreas.gov/ofac).**

53. **DISCLAIMER. ORIGAMI MAKES NO REPRESENTATION THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. IF CLIENT USES THE SERVICE FROM OUTSIDE THE UNITED STATES OF AMERICA, CANADA, THE UNITED KINGDOM AND/OR THE EUROPEAN UNION, CLIENT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. ANY DIVERSION OF THE SERVICE CONTRARY TO APPLICABLE LAW IS PROHIBITED.**

54. **GENERAL.**

**55. NOTICES. ANY NOTICE, REQUEST, DEMAND OR OTHER COMMUNICATION (EACH, A “NOTICE”) GIVEN PURSUANT TO THIS AGREEMENT MUST BE IN WRITING AND DELIVERED TO THE OTHER PARTY BY EITHER PERSONAL DELIVERY, CERTIFIED MAIL (RETURN RECEIPT REQUESTED AND POSTAGE PREPAID), NATIONALLY RECOGNIZED OVERNIGHT COURIER (WITH ALL FEES PREPAID) OR E-MAIL AT THE ADDRESS OF SUCH PARTY LISTED ON THE SIGNATURE PAGE TO THIS AGREEMENT. A PARTY MAY CHANGE ITS ADDRESS BY GIVING NOTICE PURSUANT TO THIS SECTION.**

**56. ASSIGNMENT. NEITHER PARTY SHALL HAVE THE RIGHT TO ASSIGN, TRANSFER, OR SUBLICENSE ANY OBLIGATIONS OR BENEFIT UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY; PROVIDED, HOWEVER, THAT NO WRITTEN CONSENT SHALL BE REQUIRED TO ASSIGN OR TRANSFER THIS AGREEMENT TO ANY PARENT OR WHOLLY OWNED SUBSIDIARY OF A PARTY, AND FURTHER PROVIDED THAT ORIGAMI MAY ASSIGN OR TRANSFER THIS AGREEMENT WITHOUT CLIENT’S PRIOR WRITTEN CONSENT TO A SUCCESSOR BY WAY OF A MERGER, ACQUISITION, SALE, TRANSFER OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT SHALL BE BINDING ON AND INURE TO THE BENEFIT OF THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES.**

**57. THIRD PARTY BENEFICIARIES. THIS AGREEMENT DOES NOT AND IS NOT INTENDED TO CONFER ANY RIGHTS OR REMEDIES UPON ANY PARTY OTHER THAN THE PARTIES TO THIS AGREEMENT.**

**58. PUBLICITY. WITHOUT PRIOR WRITTEN APPROVAL OF THE OTHER PARTY OR AS OTHERWISE SET FORTH IN A STATEMENT OF WORK OR ORDER FORM, NEITHER PARTY SHALL, DIRECTLY OR INDIRECTLY, MAKE ANY PUBLIC ANNOUNCEMENT RELATED TO THIS AGREEMENT OR THE SERVICE. NOTWITHSTANDING THE FOREGOING, ORIGAMI MAY DISCLOSE THE FACT THAT CLIENT HAS PROCURED A LICENSE FOR THE SERVICE; PROVIDED THAT ORIGAMI WILL NOT STATE OR IMPLY THAT CLIENT ENDORSES OR RECOMMENDS THE SERVICE WITHOUT THE WRITTEN PERMISSION OF CLIENT.**

**59. ENTIRE AGREEMENT; AMENDMENTS. EXCEPT FOR THE IT SOFTWARE AND SERVICES AGREEMENT SIGNED BETWEEN ORIGAMI AND UTA, THIS AGREEMENT (INCLUDING ALL EXHIBITS, APPENDICES, SCHEDULES AND ATTACHMENTS HERETO) CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN COMMUNICATIONS, NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY NONDISCLOSURE OR CONFIDENTIALITY AGREEMENTS ENTERED INTO BETWEEN THE PARTIES PRIOR TO THE DATE OF THIS AGREEMENT, ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE TERMS AND CONDITIONS CONTAINED IN THE IT SOFTWARE AND SERVICES AGREEMENT SHALL TAKE PRECEDENCE OVER THIS TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.. NO TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER SHALL AMEND THIS AGREEMENT OR SHALL OTHERWISE CONSTITUTE AN AGREEMENT BETWEEN THE PARTIES. THE PARTIES MAY AMEND THIS AGREEMENT ONLY BY A WRITTEN AGREEMENT OF THE PARTIES THAT IDENTIFIES ITSELF AS AN AMENDMENT TO THIS AGREEMENT.**

**60. WAIVERS. THE PARTIES MAY WAIVE ANY PROVISION IN THIS AGREEMENT ONLY BY A WRITING EXECUTED BY THE PARTY AGAINST WHOM THE WAIVER IS SOUGHT TO BE ENFORCED. NO FAILURE OR DELAY IN EXERCISING ANY RIGHT OR REMEDY, OR IN REQUIRING THE SATISFACTION OF ANY CONDITION, UNDER THIS AGREEMENT, AND NO ACT, OMISSION OR COURSE OF DEALING BETWEEN THE PARTIES, OPERATES AS A WAIVER OR ESTOPPEL OF ANY RIGHT, REMEDY OR CONDITION. A WAIVER ONCE GIVEN IS NOT TO BE CONSTRUED AS A WAIVER ON ANY FUTURE OCCASION OR AGAINST ANY OTHER PERSON.**

**61. SEVERABILITY. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE ILLEGAL OR UNENFORCEABLE, SUCH PROVISION SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THIS AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT AND ENFORCEABLE.**

**62. GOVERNING LAW. THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES, INCLUDING, WITHOUT LIMITATION, ITS INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.**

**63. DISPUTE RESOLUTION; ARBITRATION. IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR A BREACH THEREOF, THE PARTIES SHALL FIRST TRY TO RESOLVE THEIR DISPUTE THROUGH INFORMAL AND GOOD FAITH NEGOTIATION. ANY DEMANDS, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, (INCLUDING, BUT NOT LIMITED TO, FEES OR COSTS, BREACH OF CONTRACT, OR TORT CLAIMS), SHALL BE SETTLED BY BINDING ARBITRATION BEFORE ADR SYSTEMS OF AMERICA IN CHICAGO, ILLINOIS AND IN ACCORDANCE WITH THE ARBITRATION RULES OF ADR SYSTEMS OF AMERICA, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT OR TRIBUNAL HAVING JURISDICTION THEREOF. EITHER PARTY MAY COMMENCE THE ARBITRATION PROCESS CALLED FOR IN THIS AGREEMENT BY FILING A WRITTEN DEMAND FOR ARBITRATION WITH ADR SYSTEMS OF AMERICA. THE ARBITRATION WILL BE CONDUCTED IN ACCORDANCE WITH THE ADR SYSTEMS OF AMERICA ARBITRATION RULES AND PROCEDURES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION. THE PARTIES WILL SELECT ONE ARBITRATOR FROM ADR SYSTEMS OF AMERICA'S PANEL OF NEUTRALS AND WILL SHARE EQUALLY IN THE COSTS. THE PREVAILING PARTY SHALL BE AWARDED ATTORNEYS' FEES. THE PARTY SEEKING ENFORCEMENT SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, FEES AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO BE PAID BY THE PARTY AGAINST WHOM ENFORCEMENT IS ORDERED. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS AND ADVISORS.**

**64. FORCE MAJEURE. NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT (EXCEPT FOR PAYMENT) BECAUSE OF CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, FIRES, FLOODS, EARTHQUAKES, WARS, CIVIL DISTURBANCES, TERRORISM, SABOTAGE, ACCIDENTS, UNUSUALLY SEVERE WEATHER, LABOR DISPUTES, GOVERNMENTAL ACTIONS, POWER FAILURES, VIRUSES THAT ARE NOT PREVENTABLE THROUGH GENERALLY AVAILABLE RETAIL PRODUCTS, INABILITY TO OBTAIN LABOR, MATERIAL OR EQUIPMENT, CATASTROPHIC HARDWARE FAILURES, USAGE SPIKES, ATTACKS ON SERVERS, OR ANY INABILITY TO TRANSMIT OR RECEIVE INFORMATION OVER THE INTERNET (EACH, A "FORCE MAJEURE EVENT"), NOR SHALL ANY SUCH FAILURE OR DELAY GIVE ANY PARTY THE RIGHT TO TERMINATE THIS AGREEMENT.**

**65. CERTAIN REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT (I) IT WOULD BE EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO CALCULATE THE ACTUAL DAMAGES IN THE EVENT OF ORIGAMI'S BREACH OF SECTION 3(B) OR 5 OF THIS AGREEMENT OR CLIENT'S BREACH OF SECTION 2, 3 OR 5 OF THIS AGREEMENT; AND (II) BREACH OF ANY SUCH PROVISION OF THIS AGREEMENT WOULD RESULT IN ONGOING DAMAGES TO THE NON-BREACHING PARTY THAT COULD NOT BE ADEQUATELY COMPENSATED BY MONETARY DAMAGES. ACCORDINGLY, EACH PARTY AGREES THAT IN THE EVENT OF ANY ACTUAL OR THREATENED BREACH OF ANY SUCH PROVISION OF THIS AGREEMENT, THE NON-BREACHING PARTY SHALL BE ENTITLED, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES EXISTING IN ITS FAVOR AT LAW, IN EQUITY OR OTHERWISE, TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF (INCLUDING WITHOUT LIMITATION A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION AND A FINAL INJUNCTION) AGAINST THE OTHER PARTY TO PREVENT ANY ACTUAL OR THREATENED BREACH OF ANY SUCH PROVISION AND TO ENFORCE THIS AGREEMENT SPECIFICALLY, WITHOUT THE NECESSITY OF POSTING A BOND OR OTHER SECURITY OR OF PROVING ACTUAL DAMAGES.**

**66. COUNTERPARTS. THIS AGREEMENT AND EACH ORDER FORM AND STATEMENT OF WORK MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE PAGE TO THIS AGREEMENT OR ANY ORDER FORM OR STATEMENT OF WORK BY PDF OR OTHER ELECTRONIC MEANS SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS AGREEMENT OR SUCH ORDER FORM OR STATEMENT OF WORK.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ORIGAMI RISK LLC**

**UTAH TRANSIT AUTHORITY**

By:  \_\_\_\_\_  
4F7E88C9A73F402...

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

Name: Earnest Bentley  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: President, Risk Solutions

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

Address: 222 N. LaSalle St.  
Suite 2100  
Chicago, IL 60601

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: legal@origamirisk.com

Email: \_\_\_\_\_

10/23/2023





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**EXHIBIT F****SERVICE LEVEL AGREEMENT (SLA)****SYSTEM AVAILABILITY**

The Service will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the “Availability Requirement”). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

“Excluded Event” means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami’s or its direct service providers’ reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client’s affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client’s equipment or non-Origami software. The Availability Requirement applies only to Origami’s production environment and not to Origami’s staging environment.

**Service Credits:**

In the event there is a material failure of Origami’s service to meet the Availability Requirement (a “Service Level Failure”) in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (e.g., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a “Service Credit”). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, client support fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding



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Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

## BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

## NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

## SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

### Urgent Requests

An urgent request for service concerns a new development in the production instance of the Service that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to [support@origamirisk.com](mailto:support@origamirisk.com) with the word "Urgent" in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

### Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to [support@origamirisk.com](mailto:support@origamirisk.com). Client may also call or email any member of the Origami



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Risk support team directly.

## SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client's system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** David Pitcher, Claims and Insurance Manager

**TITLE:**

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**Contract: Insurance Broker Services and Premium Disbursements (Alliant Insurance Services, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the contract and associated disbursements with Alliant Insurance Services, Inc. This approval includes \$349,750.00 for five years of insurance broker services and \$18,487,495 for disbursement of premium payments which will pass-through Alliant to commercial insurance companies (\$18,487,495 is the estimated premium amount over the five-years).

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**BACKGROUND:**

In accordance with Board Policy 2.1 under Risk Management, the Authority is required to “maintain Public Officials Errors and Omissions insurance”, and the Executive Director “will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.” To obtain the necessary commercial insurance coverage, UTA must use the services of a licensed Insurance Brokerage to access insurance markets and secure excess and aggregate insurance options for all needed areas of insurance for UTA. The Insurance Brokerage also provides invaluable expertise in the application of risk finance and risk transfer techniques to consult on exposures UTA currently has or which it may have in the future. This approval request is to contract Insurance Brokerage Service for the next five years. The cost of these services will be approximately \$69,950 a year with a 3-year term and two 1-year options totaling to \$349,750 for the 5 year service. Payments to the commercial insurance companies providing coverage to UTA are a pass-through payment through the Broker with estimated payments to be \$18,487,495. Premium amounts are estimated based on past usage and evaluation of future needs and potential price increases. The Claims and Insurance Manager reports to the Board annually on each insurance renewal and will provide benchmarking at that time to the estimated insurance premium costs.

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**DISCUSSION:**

UTA issued a request for proposals and evaluated the proposals received per procurement policies. Alliant was determined to provide the best value for these services.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Alliant Insurance Services, Inc
<b>Contract Number:</b>	23-03774
<b>Base Contract Effective Dates:</b>	January 1, 2024 - December 31, 2026 plus two one year options
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$349,750 brokerage services, \$18,487,495 pass-through premium payments for 5 years)
<b>Procurement Method:</b>	RFP
<b>Budget Authority:</b>	Operating Budget

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**ALTERNATIVES:**

Without insurance brokerage services UTA would need to do an actuarial study of all its exposures and set reserves to self-insure all potential losses. Establishing and maintaining those reserves could be much more expensive and would restrict funds which might otherwise be used elsewhere. Also, UTA would be unable to meet the requirement of the Board policy requiring coverage for Public Officials Errors and Omissions.

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**FISCAL IMPACT:**

The funds for this service are included in the Operating Budget

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**ATTACHMENTS:**

Contract

## Professional Services Agreement

### UTA Contract #23-03774

#### Insurance Brokerage Services

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and ALLIANT INSURANCE SERVICES, INC., a California Corporation, with a place of business located at 401 Union St., 31<sup>st</sup> Floor, Seattle, WA 98101 (“Contractor”), .

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for providing Insurance Brokerage Services.

WHEREAS, On 2023 September 5, UTA issued Request for Proposal Package Number 23-03774 (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

#### **AGREEMENT**

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

#### 1. **SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

#### 4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three (3) year period expiring 2026 December 31. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### 5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisons described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified

Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

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

- 1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
- 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
- 3. Contractor's Proposal including, without limitation, all federal certifications (as applicable).

- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## 8. CHANGES

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

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

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

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

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

- A. The date, circumstances, and source of the change; and
- B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work.

Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoice not submitted electronically will be paid thirty (30) calendar days from the date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The

scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractors.

**11. USE OF SUBCONTRACTORS**

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

**12. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are considered to be key personnel under this contract.

Brian White, Sr. Vice President  
Robert Lowe, Sr. Vice President  
Anne Shackelford, First Vice President  
Jamie Arnoldi, Account Manager

If Contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

**13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subContractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

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

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information already in the public domain.
  - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.

- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Each Occurrence \$2,000,000

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

2. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$500,000  
 Disease – Each Employee \$100,000  
 Disease – Policy Limit \$500,000

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

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim \$2,000,000  
 Annual Aggregate \$4,000,000

- a. In the event that the professional 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 that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance

policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

## 20. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subContractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so,

UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contract is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees’ benefits.

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

a. “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Risk Manager/Contractor’s Account Manager	Five calendar days
UTA’s Chief Financial Officer/Contractor’s Sr Vice President	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:  
Utah Transit Authority  
ATTN: Jimi Rider  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:  
Utah Transit Authority  
ATTN: Legal Counsel  
669 West 200 South  
Salt Lake City, UT 84101

If to Contractor :

Alliant Insurance Services, Inc.

ATTN: Brian White

401 Union St., 31<sup>st</sup> Floor

Seattle, WA 98101

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

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Jimi Rider, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Contractor is providing design or constructin services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million.
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subContractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subContractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEY'S FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates.

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The

terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. **AMENDMENTS**

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

38. **COUNTERPARTS**

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

39. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

*[Remainder of this page left intentionally blank. Additional page(s) follow.]*

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

**UTAH TRANSIT AUTHORITY:**

**ALLIANT INSURANCE SERVICES, INC.:**

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

Jay Fox  
UTA Executive Director

DocuSigned by:  
*Daniel Howell* 11/7/2023  
By\_ 7FADCF83CB584A3... - Date:

Daniel J. Howell  
Sr. Executive Vice President

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

Viola Miller  
Chief Financial Officer

Approved as to Content & Form

DocuSigned by:  
*Mike Bell* 11/8/2023  
By\_ 70E33A415BA44F6... - Date:

Mike Bell  
UTA Legal Counsel

Reviewed & Recommend

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

David Pitcher  
Claims & Insurance Manager

*UTA Contract No. 23-03774  
Insurance Brokerage Services*

## Exhibit A

### Project Scope of Work

#### SCOPE OF WORK

It is necessary that the Brokerage Services be comprehensive and provide strong support of UTA's mission in developing regional mass transit in a cost-effective manner. UTA is committed to obtaining the most cost-effective method of financing its loss exposures. Insurance is an important part of this financing program. The following services/responsibilities may be included in this scope:

1. Insurance Needs Assessment: Broker will conduct an analysis of UTA's operations, assets, liabilities, and potential risks and collaborate with the Claims and Insurance Manager to identify insurance requirements and coverage gaps.

Broker will provide resources to assist UTA in development and maintenance of a comprehensive risk financing program that will grow with the activation of new work projects including, but not limited to, regional commuter rail, light rail, and bus transportation systems.

Broker will coordinate with actuarial efforts, as necessary. Broker will also provide comprehensive information on market conditions and trends, and support innovative design and alternatives for most cost-effective risk financing methods.

2. Marketing: In coordination with UTA staff, Broker will organize, develop, and present to underwriters all necessary data for marketing of UTA's risk finance plans. Broker will review the marketing plan documents with UTA staff for approval to proceed prior to going to market. Broker will negotiate and present to UTA the best risk finance/insurance policy terms, conditions, and premium rates. Broker will evaluate underwriter(s) and report to UTA underwriter(s) financial stability and service commitments to clients. Broker will review and advise on policy language for proper application to risk.

For each policy renewal process, Broker will meet with UTA staff to present marketing results no later than two (2) weeks, or 14 days, prior to renewal of coverage. The marketing report for each renewal will include summaries of current program versus renewal options including all terms, conditions, premium rates, markets quoting and/or denying to quote (and reason(s) why), underwriter(s) ratings, and Broker's recommendation(s). At the direction of the UTA Claims and Insurance Manager, Broker will negotiate any refinements on terms and/or conditions to obtain the most beneficial and cost-effective coverage available. Broker will place additional related insurance coverage when necessary.

3. Placement of Coverage: Broker will recommend and place coverage upon UTA's approval. Broker will submit insurance binders to UTA's Claims and Insurance Manager; however, prior to submission, each binder's coverage must be reviewed for appropriate terms, conditions, limits,

deductibles, premiums, and carrier participation. Broker will provide an insurance coverage summary and coverage chart which includes, but is not limited to, effective dates, policy limits, insuring agreements, exclusions, annual premium, and exposure basis (see Attachment 1 – Insurance Summary and Coverage Chart Example for an example).

Broker will prepare a presentation for UTA's Board of Trustees on the resulting renewal of the insurance program for the Claims and Insurance Manager and will assist in the presentation of the renewal to the Board, if necessary.

4. Risk Finance Invoicing: Broker is responsible for invoicing of premiums and/or loss fund premiums, all of which will be net of Broker commissions and/or override volume commissions. All invoices will be billed to UTA on a net thirty (30) day basis. All invoices from Broker will be processed for payment by UTA within the fiscal year for which premium payment(s) is due.
5. Insurance / Contract Policy Audit: Broker will be responsible for verification of policy terms, conditions, language, form, compliance with regulatory requirements, and consistency with expiring policy(s), as necessary. Broker will submit all original policies and endorsements to UTA within sixty (60) days of the effective dates. A written report outlining errors, discrepancies, and any other inconsistencies in the final proposal and/or binders must be submitted for each policy where such exists. Any deviation from this deadline must be pre-approved by UTA's Claims and Insurance Manager and must include a written statement explaining the reason for the delay and a revised timeline for receipt of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days.
6. Annual Report: Broker is responsible for producing an annual report within thirty (30) days of the end of UTA's fiscal year. This report is to include, but not be limited to, a schedule of policies in force, respective policy premiums, losses, fees earned or waived, development and trends in the markets addressing each coverage and recommendations for change or enhancement of UTA's risk finance program.
7. Availability and Consultation: The account executive and account team assigned to service UTA is expected to be available on a standard daily basis (8 AM – 5 PM MST) to address daily activities associated with this account including consultation, as necessary. Consultation may include, but is not limited to, recommendations regarding UTA's insurance needs and requirements. Consultation may also include recommendations regarding the insurance requirements UTA should enforce against third-party contractors, licensees, and suppliers.
8. Claims Assistance (as needed): Broker will receive, coordinate, process, and monitor all property and liability claims related to the insurance procured and outlined herein. Broker will transmit all supporting documentation to insurers and assist UTA's Claims and Insurance Department with settlement and payment of claims, as needed. Broker will establish claim reporting procedures including contact personnel names and phone numbers. Broker will identify a claim coordinator and provide appropriate forms and instructions for use. The forms must contain the reprinted mailing address of the primary recipient(s). Unless otherwise agreed to by UTA, Broker must submit quarterly reports of the number of claims open, closed, and total incurred values.

9. Insurance Renewal Applications, Policy Review, and Policy Delivery: Broker is required to deliver to UTA at least 120 days prior to each policy(s) expiration or anniversary date, underwriter's applications for review and completion. Broker will be available to provide consultation and assistance in completion of renewal applications. Broker will review all new policies and endorsements to ensure/confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by UTA.
  
10. Other Services (as needed): When necessary, Broker will issue certificates of insurance. Broker will be available to consult on UTA contract(s) for appropriateness of insurance requirements, when requested by UTA's Claims and Insurance Manager.

**Notification of Financial Interest**

Broker will be required to disclose in writing to UTA the nature and extent of its financial interest in all intermediaries it utilizes in the placement of UTA insurance. If Broker should utilize an intermediary in whom it has a financial interest, Broker may be required, at the discretion of UTA, to submit written justification for approval with UTA of its allocation of negotiated commission with the intermediary.

**Notwithstanding overseas placements, all insurance will be marketed and placed on a net of commission basis.**

## Exhibit B

### Project Pricing

As payment for services in accordance with this Contract, Alliant Insurance Services shall be compensated an annual lump sum fee of \$69,950. No additional transitionary costs are associated with this Contract.

<i>Year</i>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<i>2027 (Option 1)</i>	<i>2028 (Option 2)</i>
<i>Fee</i>	\$69,950.00	\$69,950.00	\$69,950.00	\$69,950.00	\$69,950.00

*+Neither Broker nor any proprietor, affiliate, related entity, subsidiary, or parent of Broker, or joint venture partner (if Broker is a JV) will be allowed to accept other compensation for services (including, but not limited to, profit commissions, gifts, bonuses, profit sharing amounts, commissions, and fees) related to this Contract unless authorized to do so explicitly by UTA. Broker shall agree to submit to audits to ensure that Broker has accepted no other sources of income related to the services awarded under this Contract. In those cases where it may be advantageous to UTA; however, Broker may receive commissions and profit commissions from insurers and credit the full amount against fees due from UTA.*

#### **Disclosures:**

**Surplus Lines Fees and Taxes.** *In certain circumstances, placement of insurance services made by Alliant Insurance Services, Inc. (Alliant) on behalf of a client, with the prior approval of that client, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to the client and identified separately on invoices covering these placements. The client shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Alliant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from the client.*

**Third Party Brokers.** *Alliant may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the insurance programs of a client. These third-party brokers may be affiliates of Alliant (e.g., other companies of Alliant that provide services other than those included within the scope of services covered in this proposal), or may be unrelated third-party brokers. Compensation to such third-party brokers will not be part of Alliant's fee.*

**Indirect Income.** “Indirect Income” means insurance carrier contingency arrangements. Alliant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of a client. Alliant producers who solicit, negotiate, or place insurance products, or services for clients, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Alliant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the “opt-out” form from the link on Alliant’s website: <http://alliantinsurance.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The “opt-out” provision applies only to those accounts served directly by Alliant as a retail agent or broker. It does not apply to account placements for which Alliant’s role is that of a wholesaler, MGA, or program administrator working with non-Alliant brokers who represent the client. Indirect Income, if any, is determined by insurance carriers, and if the client does not opt-out, it remains the carriers’ exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier’s discretion.

**Alliant Specialty Insurance Services (ASIS).** In addition to the compensation that Alliant receives for providing services to a client, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Alliant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to a client. Alliant and ASIS maintain an arm’s length relationship. While Alliant represents a client as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

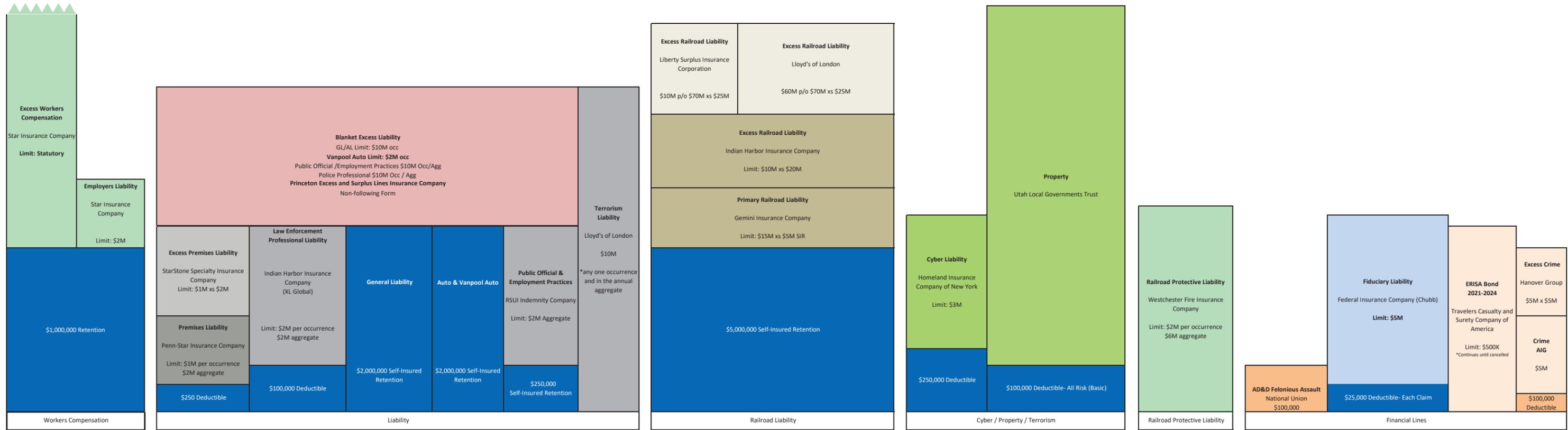
## Attachment 1 - Insurance Summary & Coverage Chart Example

Utah Transit Authority Summary of Insurance Policies Effective: 9/1/2022 - 9/1/2023					
Policy	Policy Term	Insurer	Limits	Deductible/SIR	Premium
<b>Excess Workers' Compensation</b> WCE-0953431-22	9/1/2022-9/1/2023	Star Insurance Company	Statutory Workers' Compensation \$2,000,000 Employers' Liability - Each Accident \$2,000,000 Employers' Liability - Aggregate  0.0611 Rate Per \$100 of Payroll \$153,281,112 Exposure - Estimated Payroll	\$1,000,000 SIR	<b>\$63,655.00</b>  *Includes Terrorism
<b>Premises General Liability</b> PAV0298773	9/1/2022-9/1/2023	Penn-Star Insurance Company (AmWINS)	\$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Included Products/Completed Operations Agg. \$1,000,000 Personal & Advertising Injury \$100,000 Fire Legal Liability \$5,000 Medical Payments  130.8390 Rate Per One Family Dwellings (3) 76.7810 Rate Per Sq Feet Commercial Buildings (116,351) 51.413 Rate Per Bus Station/Terminal (97) 3.238 Rate Per Acre of Vacant Land (264) 26.6820 Rate Per Sq Feet Vacant Buildings (13,305) 50.00 Rate Per Additional Insured Endorsement (6) 62.626 Rate Per Sq Feet - Warehouse (35,280) 28.7740 Rate Per Area Public Parking - Shopping Centers (392,340)	\$250 BI/PD Per Claim	<b>\$27,812.00</b> (Premium) <b>\$250.00</b> (Broker Fee) <b>\$1,243.15</b> (Surplus Lines Taxes & Fees)  *Terrorism excluded  <b>\$29,305</b>
<b>Premises Umbrella</b> P76916220ALI	9/1/2022-9/1/2023	StarStone Specialty Insurance Company	\$1,000,000 Each Occurrence Limit \$1,000,000 General Aggregate  Coverage applies to schedule of locations on file		<b>\$5,100.00</b> (Premium) <b>\$250.00</b> (Broker Fee) <b>\$237.01</b> (Surplus Lines Taxes & Fees) *Terrorism Excluded <b>\$5,587.01</b>
<b>Total Premises Liability Premium for \$2 million</b>					<b>\$34,892.16</b>
<b>Railroad Protective Liability</b> G71826193 003	9/1/2022-9/1/2023	Westchester Fire Insurance Company	\$2,000,000 Limit of Insurance - Any One Occurrence \$6,000,000 Policy Aggregate  Description of Operations: Right of Entries, Explorations, Pot Holing, Survey Work to build overpasses and pipe/wireline crossings.  Quarterly reporting is required for jobs and must include the following: Specific job location Period of job Job description Contract value		<b>\$28,000.00</b> (Premium)  *Terrorism excluded
<b>Cyber and Technology Liability</b> CYB100353600	9/1/2022-9/1/2023	Homeland Insurance Company	\$3,000,000 Limit of Insurance	\$250,000 Retention	<b>\$70,000.00</b> (Premium) <b>\$3,101.00</b> (Surplus Lines Taxes & Fees) <b>\$73,101</b>
<b>Police Officer Professional Liability</b> PPL095097904	9/1/2022-9/1/2023	Indian Harbor Insurance Company (XL Catlin)	\$2,000,000 Maximum Limit of Liability - Each Claimant \$2,000,000 Maximum Limit of Liability - Each Occurrence \$2,000,000 Maximum Aggregate Limit of Liability \$100,000/\$200,000 Line of Duty Death Coverage	\$100,000 Deductible	<b>\$60,364.00</b> (Premium) <b>\$2,674.13</b> (Surplus Lines Taxes & Fees) <b>\$63,038</b>
<b>Terrorism Liability</b> B128418671W20	9/1/2022-9/1/2023	AEGIS 50% Hiscox 50% (Lloyds)	10,000,000 Any One Occurrence and in the Annual Aggregate	\$0 Deductible	<b>\$13,650.00</b> (Premium) <b>\$604.70</b> (Surplus Lines Taxes & Fees) <b>\$14,254.70</b>
<b>Fiduciary Liability</b> 81668820	9/1/2022-9/1/2023	Federal Insurance Co. (Chubb)	\$5,000,000 Limit of Liability Including Defense	\$25,000	<b>\$18,785.85</b>
<b>ERISA</b> 106312329 9/1/2000 - Until Cancelled	9/1/2021-9/1/2024	Travelers Casualty & Surety Co. of America	\$500,000 Limit of Liability	\$0	<b>\$452</b> <b>DAC \$100</b> (3-yr Premium) 9/1/18-9/1/21 <b>\$452</b>

Utah Transit Authority Summary of Insurance Policies Effective: 9/1/2022 - 9/1/2023					
Policy	Policy Term	Insurer	Limits	Deductible/SIR	Premium
Rail Liability (\$15M) GRR800004904	9/1/2022-9/1/2023	Gemini Insurance Company	\$15,000,000 Any One Occurrence \$30,000,000 Policy Aggregate Excluded Terrorism Coverage	\$5,000,000 SIR	\$323,105.00 (Premium) \$14,313.55 (Surplus Lines Taxes & Fees) *Terrorism excluded <b>\$337,419</b>
Excess Rail Liability (\$10M xs \$20M) US00094112LI22A	9/1/2022-9/1/2023	Indian Harbor Insurance Company AXA / XL Insurance	\$10,000,000 Each Occurrence \$20,000,000 Policy Aggregate Excluded Terrorism Coverage		\$161,553.00 (Premium) \$7,156.80 (Surplus Lines Taxes & Fees) *Terrorism excluded <b>\$168,710</b>
Excess Rail Liability (\$10M p/o \$70M xs \$25M) XSHV780032-5	9/1/2022-9/1/2023	Liberty Surplus Insurance Corp	\$70,000,000 Each Occurrence \$70,000,000 Policy Aggregate		\$101,588.00 (Premium) \$4,500.35 (Surplus Lines Taxes & Fees) *Terrorism excluded <b>\$106,088</b>
Excess Rail Liability (\$10M p/o \$70M xs \$25M) UC2201318 32.14%	9/1/2022-9/1/2023	Lloyd's of London Apollo Syndicate Management Ltd XL Catlin			\$228,571.71 (Premium) \$10,125.73 (Surplus Lines Taxes & Fees) *Terrorism excluded <b>\$238,697</b>
Excess Rail Liability (\$47.5M p/o \$70Mxs \$25M) UC2202209 50.00%	9/1/2022-9/1/2023	Lloyd's of London London - Canopus 7.5 p/o 70 x 25 London - AXA XL 5p/o 70 x 25 London - Hannover Re 5 p/o 70 x 25 London - Hiscox 10 p/o 70 x 25 London - Ascot 5 p/o 70 x 25 London - Convex 5 p/o 70 x 25 London - Argo Re 10 p/o 70 x 25			\$355,556.00 (Premium) \$15,751.13 (Surplus Lines Taxes & Fees) *Terrorism excluded  <b>\$371,307.13</b>
Excess Rail Liability (\$2.5M p/o \$70Mxs \$25M) UC2202723 3.57%	9/1/2022-9/1/2023	Lloyd's of London Inigo			\$25,396.86 (Premium) \$1,125.08 (Surplus Lines Taxes & Fees) *Terrorism excluded <b>\$26,522</b>
<b>Total Rail Liability Premium for \$100 million</b>					<b>\$1,248,743</b>
Property Policy 20040-Property	7/1/2022-6/30/2023	Utah Local Government Trust	Property coverages will be updated upon receipt of the policy	\$100,000	\$620,295.00
Blanket Excess Liability Including Vanpool (\$10m xs \$2M) N1A3RL000010307	9/1/2022-9/1/2023	The Princeton Excess & Surplus Lines Insurance Company	\$10,000,000 Limit of Insurance <u>Underlying retention:</u> \$2,000,000 Auto \$2,000,000 General Liability \$2,000,000 Law Enforcement Liability \$2,000,000 Wrongful Act Liability \$2,000,000 Employment Practices Liability  \$2,000,000 Specific Limit Per Accident Vanpool		\$803,943.91 (Premium) \$34,103.91 (Surplus Lines Taxes & Fees)  Excludes Terrorism  <b>\$838,048</b>

Utah Transit Authority Summary of Insurance Policies Effective: 9/1/2022 - 9/1/2023					
Policy	Policy Term	Insurer	Limits	Deductible/SIR	Premium
AD&D Felonious Assault GTP0009152068B	9/1/2022-9/1/2025	National Union Fire Insurance Company of Pittsburgh	\$300,000 Aggregate Limit per accident \$100,000 Principal Sum Percent of Principal Sum 100% Both Hands or Both Feet 100% Sight of Both Eyes 100% One Hand and One Foot 100% One Hand and the Sight of One Eye 100% One Foot and the Sight of One Eye 100% Speech and Hearing in Both Ears 50% One Hand or One Foot 50% Sight of One Eye 50% Speech and Hearing in Both Ears 25% Thumb and Index finger of Same Hand		\$2,700.00
Public Official Liability / Employment Practice Liability NPP701535	9/1/2022-9/1/2023	RSUI Indemnity Company	\$2,000,000 Policy Maximum Aggregate Limit of Liability Prior Acts Included except prior known (schedule on file)	\$250,000 Public Official Liability Retention \$250,000 Employment Practices Liability Retention	\$135,240.00 (Premium)
ACIP Crime 15051438	9/1/2022-9/1/2023	National Union Fire Insurance	\$5,000,000 Employee Theft-Per Loss Coverage  \$5,000,000 Forgery or Alteration \$5,000,000 Inside Premises-Theft of Money & Securities \$5,000,000 Inside Premises-Robbery, Safe Burglary-Other Property \$5,000,000 Outside the Premises \$5,000,000 Computer Fraud \$5,000,000 Funds Transfer Fraud \$5,000,000 Money Orders and Counterfeit Paper	\$100,000.00	\$32,531.00
Excess Crime BD3-H083525	9/1/2022-9/1/2023	Hanover Ins Group	\$5,000,000 Limit of Insurance		\$16,291.00
<b>Total Crime Coverage Premium for \$10 million</b>					<b>\$48,822.00</b>
Drone Liability Q00561947	3/15/2022- 3/15/2023	USAIG	\$2,000,000 Limit of Insurance		\$1,118.00
<b>Total Premiums</b>					<b>\$3,191,144.87</b>

**Utah Transit Authority  
Insurance Program Coverage Chart  
Effective 9/1/2021 to 9/1/2022**



\*Graph not drawn to scale



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** G.J. LaBonty, Manager of Customer Experience

**TITLE:**

---

**Contract: FrontRunner Wayfinding Signage Phase I (Serigraphics Sign Systems, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the contract and associated disbursements with Serigraphic Sign Systems, Inc. in a not to exceed amount of \$1,050,263 for the first phase of Frontrunner Wayfinding signage.

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**BACKGROUND:**

This is the first phase of a multi-year roll-out of the new Wayfinding Master Plan that was completed in 2019.

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**DISCUSSION:**

This is expected to be completed by April 2024. Serigraphics Sign Systems, Inc services will include design, fabrication and installation of aluminum wayfinding signs and two-sided kiosks on each of the UTA FrontRunner platforms in the UTA system. This will include 338 Type 3 pole station ID signs and 46 Type 4 single case info kiosk signs.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Serigraphics Sign Systems, Inc
<b>Contract Number:</b>	23-03778
<b>Base Contract Effective Dates:</b>	12/6/2023 - 4/30/2024
<b>Extended Contract Dates:</b>	NA

---

**Existing Contract Value:** NA  
**Amendment Amount:** NA  
**New/Total Contract Value:** Not to exceed \$1,050,263  
**Procurement Method:** RFP  
**Budget Authority:** Approved 2023-2027 Capital Plan (MSP198)

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**ALTERNATIVES:**

Postpone roll-out of Wayfinding Master Plan.

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**FISCAL IMPACT:**

The cost for this phase of the wayfinding project is \$1,050,263 and is accounted for in the 2023-2027 Capital Plan.

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**ATTACHMENTS:**

Contract

## **GOODS AND SERVICES SUPPLY AGREEMENT**

### **UTA CONTRACT #23-03778 FR Wayfinding Signage**

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

#### **RECITALS**

WHEREAS, on September 7, 2023, UTA received competitive proposals to provide FR Wayfinding Signage and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 23-03778CG (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Serigraphics Sign Systems, Inc proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

#### **AGREEMENT**

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

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

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in

accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than April 30,2024. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

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

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

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

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during

the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges

## vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com) . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

**9. WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are

not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

## Standard Insurance Requirements

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

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

### 1. Commercial General Liability – Occurrence Form

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

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

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

### 2. Automobile Liability

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

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

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

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

## Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

## 4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional 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 that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

## 5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be

endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

### 13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to

any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company.

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

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension

of Work Order shall be considered in negotiating the termination settlement.

- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
  2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  3. Except to the extent limited by the Contract, pursue other remedies available at law.
- b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS**: Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

## 22. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
1. The date, circumstances, and source of the change; and
  2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

## 23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

#### 24. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

#### 25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Andy Stevenson, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2336

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3013.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:  
Utah Transit Authority  
ATTN: Chad Gonzales  
669 West 200 South  
Salt Lake City, UT 84101  
[cgonzales@rideuta.com](mailto:cgonzales@rideuta.com)

If to Contractor:  
Serigraphics  
2401 Nevada North  
Minneapolis, Mn 55427  
Attn: Adam Halverson  
[adamh@serigraphicssign.com](mailto:adamh@serigraphicssign.com)

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with

performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Chad Gonzales/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s Troy Hamilton/Contractor’s [THIRD LEVEL]	Five calendar days

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

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

**31. GOVERNING LAW**

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

**32. COSTS AND ATTORNEY FEES.**

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

**33. SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

Payment.

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

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

42. **SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_ 11/15/2023  
70E33A415BA44F0...  
UTA Legal Counsel

**CONTRACTOR:**

By 

Name Adam Halverson  
Title President  
11/14/2023

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A  
Scope of Work

Contractor services will include the design, fabrication and installation of aluminum wayfinding signs and two-sided kiosks on each of the UTA FrontRunner platforms in the UTA system.

Goods to be fabricated by Contractor:

Type 3 Pole Station ID Sign

- Qty 338

Type 4 Single Case Info Kiosk Sign

- Qty 46

Contractor Services:

- Contractor will meet with UTA for project kick off, detailing contractor project management teams' contact information for UTA.
- Contractor will create & provide full submittal for UTA review/approval (Detailed Shop drawings, Thumbnail layouts of every sign, color, and material samples.
- Contractor will conduct field survey for kiosk mounting plates.
- Contractor to provide UTA with final fabrication schedules and shipping dates as they are made available.
- Contractor will coordinate demo and installation with UTA.
- Complete punch list and project closeout documentation provided by contractor.

Exhibit B  
Pricing

Contractor will invoice UTA at each milestone for a total contract not-to-exceed amount of \$1,050,263.00.

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	Submittal	\$ 210,052.00
2	Project Samples	\$ 784.00
3	Materials_APS (APS)	\$ 370,989.00
4	Materials_CS (CS)	\$ 293,774.00
5	Engineering	\$ 1,968.00
6	Shipping	\$ 32,132.00
7	Sign Installation	\$ 140,564.00
		\$ 1,050,263.00

Type 3 Pole Station ID Sign

- Qty 338
- \$1372.00 each

Type 4 Single Case Info Kiosk Sign

- Qty 46
- \$7983.00 Each



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russ Fox, Director of Planning

**TITLE:**

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**Contract: Funding Memorandum of Agreement for Public Transit Services through Big and Little Cottonwood Canyons (Salt Lake County)**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve contract and authorize Executive Director to execute the Funding Memorandum of Agreement with Salt Lake County to authorize financial support to Visit Salt Lake to operate their Cottonwood Connect service.

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**BACKGROUND:**

Since early 2023, UTA has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity in Big and Little Cottonwood Canyon for its 2023-2024 winter season. UTA and its partners understand public transportation is vital in providing a means for public access to outdoor recreation, service to canyon communities, and the regional and state economies.

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**DISCUSSION:**

UTA and our community stakeholders have looked at innovative ways we could work together to expand canyon transportation service for the 2023/2024 winter season. One of those innovative solutions UTA can employ is partnering with Salt Lake County and their partner, Visit Salt Lake, to provide alternative public transportation solutions in the Cottonwood Canyons for the coming winter season. Staff will present a proposed Funding Memorandum of Agreement to the Board that will provide UTA support through Salt Lake County, along with funds from the Utah Department of Transportation (UDOT) and Visit Salt Lake, to operate the Cottonwood Connect service from December 22, 2023 through April 14, 2024 on Fridays, Saturdays,

Sundays and holidays.

The Cottonwood Connect service will provide a transit option to patrons along UTA’s suspended route 953. Service will be available to the public, including out of town guests historically served by UTA’s route 953 and will be expanded this winter to provide service to both Big and Little Cottonwood Canyons.

In addition to the partnership with Cottonwood Connect, UTA will be providing service for the upcoming season that includes:

- Providing all-day bus service up both Cottonwood Canyons
- Back up buses when possible, during peak periods, holidays, and weekends
- Collaborations with resorts to improve bus flow in and out of the resort parking lots
- Providing reliable employee transportation into the canyons with UTA Vanpool services and supporting, through a temporary volume-based discount, employee shuttle services organized by resorts

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Salt Lake County
<b>Contract Number:</b>	23-P00312
<b>Base Contract Effective Dates:</b>	December 6, 2023 - December 6, 2023
<b>New/Total Contract Value:</b>	\$320,000
<b>Procurement Method:</b>	Non-Procurement Agreement
<b>Budget Authority:</b>	2023 Operating Budget and 2024 Tentative Operating Budget

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**ALTERNATIVES:**

If this agreement is not approved, UTA cannot partner with the County on this program to help mitigate congestion in the Cottonwood Canyons this coming winter.

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**FISCAL IMPACT:**

UTA will contribute \$320,000 of the estimated \$782,000 expense to operate Cottonwood Connect service for the coming winter.

Should revenue exceed expense for the 2023/24 Cottonwood Connect Service, Visit Salt Lake has committed to disburse the profit proportionally to the funding partners after in-kind contribution of \$85,000 is reimbursed to Visit Salt Lake. UTA’s portion of that profit would be 48.5%.

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**ATTACHMENTS:**

Funding Memorandum of Agreement with Salt Lake County/UTA

## FUNDING MEMORADUM OF AGREEMENT

This Funding Memorandum of Agreement (“MOA”) is entered into between Salt Lake County (“County”), and Utah Transit Authority (“UTA”), a public transit district organized under the laws of the State of Utah (collectively the “Parties”).

1. **AUTHORITY.** UTA is authorized under Utah Code § 17B-1-103 to “enter into a contract . . . to carry out the district's purposes,” which include supporting the availability of public transit within the public transit district.
2. **PURPOSE.** The purpose of this MOA is to document an agreement between County and UTA for transfer of funding from UTA to County in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) for use by County to provide for public transit service through Big and Little Cottonwood Canyons. As a condition to receiving the funds, the County hereby agrees to enter into an agreement with Visit Salt Lake to ensure that the funds are used directly in support of a certain canyon transportation program managed by Visit Salt Lake.
3. **PAYMENT.** Funding in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) is to be provided in a single payment by UTA to County concurrently with mutual execution of this Agreement.
4. **HOLD HARMLESS.** County agrees to hold UTA harmless for any claims related to the public transit service procured by County with the UTA funding provided under this Agreement.
5. **UTA FACILITIES.** This funding agreement shall not be deemed to authorize use of UTA bus stops or other UTA owned or controlled transit related facilities by Visit Salt Lake or by any service provider procured by the Visit Salt Lake with funds transferred under this Agreement.
6. **NO ADDITIONAL COMMITMENTS OR PROMISES.** Receipt of the aforementioned payment by the representative of the County satisfies all commitments made by UTA

to assist County in providing additional public transit resources which are over-and-above UTA scheduled transit services during the 2023-2024 ski season.

7. **ADMINISTRATION AND TERM OF MOA.** The MOA automatically terminates once the funds in the amount of \$320,000 have been received by County from UTA. Notwithstanding the foregoing, Paragraph 4 (Hold Harmless) expires at the end of the 2023-2024 Ski Season or April 15, 2024, whichever comes last.

Executed by each Party's duly authorized representatives whose signatures appear below and effective as of the date of last signature below:

**UTAH TRANSIT AUTHORITY**

**SALT LAKE COUNTY**

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

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

Department Approval:

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

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

Approved:

Reviewed as to Form:

DocuSigned by:  
*Mike Bell* \_\_\_\_\_  
70E33A415BA44F6...:11  
UTA Legal  
Date: 11/14/2023

\_\_\_\_\_  
Adam Miller  
Deputy District Attorney  
Date: \_\_\_\_\_



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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

**TITLE:**

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**Pre-Procurements**  
**- Mt. Ogden Administration Building Design**

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**AGENDA ITEM TYPE:**  
Pre-Procurement

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**RECOMMENDATION:**  
Informational report for discussion

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**BACKGROUND:**

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

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**DISCUSSION:**

- ***Mt. Ogden Administration Building Design.*** This will be a procurement to contract with a firm to provide architecture and engineering design and construction support services for the Mt. Ogden administration building. Services include preparing final design plans, construction bidding support and design support during construction. Funding for this contract is included in the Capital Development projects budget under project code MSP 258. The term of this contract will be for 3 years, and the procurement will be conducted as an RFQ, where award will be made to the most qualified firm. (req. 12882, Dave Osborn)

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russ Fox, Director of Planning  
Kensey Kunkel, Manager of Fare Strategy

**TITLE:**

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**Contract: 2023/2024 Ski Bus Agreement (Brighton Resort)**

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**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve contract and authorize Executive Director to execute the 2023/2024 Ski Bus Agreement as presented.

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**BACKGROUND:**

UTA's annual Ski Bus service is set to kick off on November 26<sup>th</sup> and continue through April 13, 2024. Since early 2023, UTA has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for its 2023-2024 winter season. UTA and its partners understand public transportation is vital in providing a means for public access to outdoor recreation, service to canyon communities, and the regional and state economies.

---

**DISCUSSION:**

UTA and our community stakeholders looked at innovative ways we could work together to expand service for the 2023/2024 winter season. One of those innovative solutions UTA can employ is expanding our existing employee vanpool service with resorts, and supporting, through a temporary volume-based discount, a new employee-specific transit option that will be managed by resorts. UTA anticipates this commuting option for resort employees will create greater capacity on UTA ski buses for skiers and other riders.

Service for the upcoming season will include:

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- Providing all-day bus service up both Cottonwood Canyons
  - Back up buses when possible, during peak periods, holidays, and weekends
  - Collaborations to improve bus flow in and out of the resorts
  - Providing reliable employee transportation into the canyons with UTA Vanpool services and supporting, through a temporary volume-based discount, resort employee shuttle services
  - Partnering with Visit Salt Lake and Salt Lake County on the Cottonwood Connect service
- 

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Ski Bus Agreement (Brighton Resort)
<b>Contract Number:</b>	23-P00307
<b>Base Contract Effective Dates:</b>	December 6, 2023 - May 31, 2024
<b>New/Total Contract Value:</b>	\$167,143 - \$222,856 estimated discount value
<b>Procurement Method:</b>	Non-Procurement Agreement
<b>Budget Authority:</b>	2023 Operating Budget and 2024 Tentative Operating Budget

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**ALTERNATIVES:**

If this agreement is not approved, alternate resort employee transportation solutions will not be possible and demand for access on UTA’s ski bus service may exceed capacity.

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**FISCAL IMPACT:**

The amount owed by the resort for electronic fare card passes will be discounted by 75-100% of the 2022/23 fees collected. The estimated discount value will be \$167,143 - \$222,856 and will be dependent on utilization of passes by authorized users of the resort.

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**ATTACHMENTS:**

2023/2024 Ski Bus Agreement - Brighton Resort

Contract Number : 23-P00307

## SKI BUS AGREEMENT

### Brighton Resort

2023-2024

THIS AGREEMENT is made this 6<sup>th</sup> day of December 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **BRIGHTON RESORT**, ("Administrator" or "Lessee").

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

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

**WHEREAS** Administrator desires to secure public transportation services including UTA bus services under the terms and conditions described below; and

**WHEREAS**, pursuant to authority granted by state law, UTA desires to assist Administrator by allowing certain authorized ski passes to include ski bus fare; and

**WHEREAS** UTA desires to incentivize maximum use of public transit to and from the ski resort by providing a temporary ridership volume-based discount to the resort; and

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

### DEFINITIONS

The term "**Authorized Services**" means:

Daily Rate Authorized Services: Travel on UTA Ski Bus; and UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.

Daily Weekly Cap Authorized Services: Travel on UTA Ski Bus, UTA TRAX Trains, regular UTA buses, Microtransit, Streetcar, or FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.

The term "**Authorized User**" means Administrator's employees and season pass holders who have been issued a Pass in compliance with this Agreement.

The term "**Non-Connecting Bus Service**" means travel on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains that does not directly connect to a Ski Bus servicing the Cottonwood Canyons.

The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

## **TERMS AND CONDITIONS**

- A. SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
- B. PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
- C. PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
- D. PASSES FOR NON-CONNECTING SERVICE.** It is the responsibility of the Administrator to restrict use on these non-connecting services by making a written request to [efcooperations@rideuta.com](mailto:efcooperations@rideuta.com) or by indicating on the Administrator’s bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import specifications, the Administrator agrees to pay full fare for use of those services.
- E. PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
- i) Daily. UTA shall issue Administrator an invoice for actual daily Pass usage each month within seven days after the month ends. Administer agrees to pay \$8.00 per

Authorized User daily boarding. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

- ii) Daily Weekly Cap. UTA shall issue Administrator an invoice for actual daily Pass usage, not to exceed \$28 per week per authorized user, each month within seven days after the month ends. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

**F. CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

**G. RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

## **H. REPORTING**

- i. Partner Website. The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at [www.tap2rideuta.com](http://www.tap2rideuta.com) by selecting "reports."
- ii. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily ridership on Ski Bus Service during the preceding month.
- iii. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request.

Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).

- iv. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
  - v. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
  - vi. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
- I. TEMPORARY VOLUME BASED DISCOUNT**. For the 2023/24 Ski Bus Agreement period only, UTA will provide a discount to Administrator to provide for alternate transportation solutions for their Employees. The amount owed for bus passes may be discounted by 75-100% of the prior year (2022/23) fees, with a guaranteed minimum discount of \$167,143 and a maximum discount of \$222,856.
- i. The discount value described above shall be based on the ridership information provided by the Administrator including the Administrator's Authorized Users described in Section H. UTA shall subsequently reflect the discount in the invoices provided by UTA for the utilization of UTA service by the Administrator's Authorized Users.
  - ii. The discount will be applied to monthly invoices based on Administrator's Authorized Users utilization until the maximum discount amount is reached. If the minimum discount amount is not reached by the end date of this agreement, the balance of the minimum guaranteed amount will be provided in a fiscal year 2024 fare/vanpool credit to the ski resort.
- J. CONGESTION MITIGATION**. Administrator (Ski Resort) agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski busses from ski resort parking lots.
- K. EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING**. Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 15<sup>th</sup> day of the following month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.

MISCELLANEOUS PROVISIONS

- L. **TERM.** This Agreement shall begin on date stated above and end on May 31, 2024.
- M. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
- N. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- O. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- P. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- Q. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

	Brighton Resort	
Administrator:	_____	Utah Transit Authority:
Name:	<u>Mike Doyle</u>	Jay Fox
Address:	<u>8302 South Brighton Loop Road</u>	669 West 200 South
	<u>Brighton, Utah 84121</u>	Salt Lake City, Utah 84101
Phone:	_____	801-287-4704
Email:	<u><a href="mailto:mike.doyle@brightonresort.com">mike.doyle@brightonresort.com</a></u>	<u><a href="mailto:JFox@rideuta.com">JFox@rideuta.com</a></u>

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

- R. INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- S. NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
- T. DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
- U. SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
- V. AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- W. INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- X. GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- Y. WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

**Z. NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2024, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

**In WITNESS WHEREOF,** the undersigned parties have executed this Agreement the date and year above written.

**RESORT NAME**

**UTAH TRANSIT AUTHORITY**

By: DocuSigned by:  
Mike Doyle 11/14/2023  
FFC0414D54AA4CB...  
Signature Date

By: \_\_\_\_\_  
Signature Date

Print Name: Mike Doyle

Print Name: \_\_\_\_\_

Print Title: General Manager

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

Approved As To Form:  
DocuSigned by:  
Mike Bell  
70E33A415BA44F6...  
UTA Legal Counsel

By: \_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

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

**EXHIBIT A**  
Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Brighton Resort

Address: 8302 South Brighton Loop Road

City, State, Zip: Brighton, Utah 84121

**Section 2: Contact Information**

Contact Name: Mike Doyle

Title: General Manager

Phone: \_\_\_\_\_

Email: [mike.doyle@brightonresort.com](mailto:mike.doyle@brightonresort.com)

**Section 3: Designated Transit Coordinator** *(For additional Coordinator, please submit names and email addresses to [efcooperations@rideuta.com](mailto:efcooperations@rideuta.com))*

Contact Name: Dave Farmer

Title: Area Supervisor

Phone: 801-532-4731 ext. 238

Email: [dfarmer@brighton.com](mailto:dfarmer@brighton.com)

**Section 4: Billing Information**

Accounts Payable Contact: Adam Savage

Title: Accounts Payable

Phone: 801-532-4731 ext 106

Email: [accounts@brightonresort.com](mailto:accounts@brightonresort.com)

Method (Check One)		Email or Mailing Address
Email <input checked="" type="checkbox"/>	Mail <input type="checkbox"/>	<a href="mailto:accounts@brightonresort.com">accounts@brightonresort.com</a>

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input checked="" type="checkbox"/>

\*ACH/WIRE Instructions are available upon request

**Section 5: Programs and Pricing**

**Daily (\$8.00)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use at the daily rate.*

**Season Pass Holders**

**Employees**

**Daily- Weekly Cap (\$8.00 or \$28 Cap)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use not to exceed a weekly cap of \$28 per week per authorized user. Requires 100% participation by season pass holders and/or 100% participation by employees. Please indicate below the authorized user group or groups that will be participating in the program:*

**Season Pass Holders**

**Employees**



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russ Fox, Director of Planning  
Kensey Kunkel, Manager of Fare Strategy

**TITLE:**

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**Contract: 2023/2024 Ski Bus Agreement (Snowbird Resort)**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve contract and authorize Executive Director to execute the 2023/2024 Ski Bus Agreement as presented.

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**BACKGROUND:**

UTA's annual Ski Bus service begins on November 26, 2023 and continues through April 13, 2024. Since early 2023, UTA has actively collaborated with leadership of the four Cottonwood Canyons resorts, Salt Lake County, Visit Salt Lake, community members, and UDOT, to increase customer capacity for its 2023-2024 winter season. UTA and its public and private partners understand public transportation is vital in providing a means for public access to outdoor recreation, service to canyon communities, and the regional and state economies.

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**DISCUSSION:**

UTA and our community stakeholders looked at innovative ways we could work together to expand service for the 2023/2024 winter season. Those solutions include expanding UTA's existing employee vanpool service with resorts and providing a temporary volume-based discount which will enable a new employee-specific transit option that will be managed by resorts. UTA anticipates this commuting option for resort employees will create greater capacity on UTA ski buses for skiers and other riders.

Service for the upcoming season will include:

- Providing all-day bus service up both Cottonwood Canyons
  - Back up buses when possible, during peak periods, holidays, and weekends
  - Collaborations to improve bus flow in and out of the resorts
  - Providing reliable employee transportation into the canyons with UTA Vanpool services
  - Providing a temporary volume-based discount to enable resort employee shuttle services
  - Partnering with Visit Salt Lake and Salt Lake County on the Cottonwood Connect service
- 

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Ski Bus Agreement (Snowbird Resort)
<b>Contract Number:</b>	23-P00304
<b>Base Contract Effective Dates:</b>	October 16, 2023 - May 31, 2024
<b>New/Total Contract Value:</b>	\$142,793 - \$251,896 estimated discount value
<b>Procurement Method:</b>	Non-Procurement Agreement
<b>Budget Authority:</b>	2023 Operating Budget and 2024 Tentative Operating Budget

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**ALTERNATIVES:**

If this agreement is not approved, alternate resort employee transportation solutions will not be possible and demand for access on UTA’s ski bus service may exceed capacity.

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**FISCAL IMPACT:**

The amount owed by the resort for electronic fare card passes will be discounted by 75-100% of the 2022/23 fees collected. The estimated discount value will be \$118,598 - \$158,129 and will be dependent on utilization of passes by authorized users of the resort. Additionally, vanpool fees will be discounted by 50% for this same period, with a maximum discount value of \$61,506.

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**ATTACHMENTS:**

2023/2024 Ski Bus Agreement - Snowbird Resort

**SKI BUS and VANPOOL LEASE AGREEMENT**  
Snowbird Resort  
2023-2024

THIS AGREEMENT is made this 6th day of December 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SNOWBIRD RESORT**, ("Administrator" or "Lessee").

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

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

WHEREAS Administrator desires to secure public transportation services including both UTA bus and van pool services under the terms and conditions described below; and

WHEREAS, pursuant to authority granted by state law, UTA desires to assist Administrator by allowing certain authorized ski and snowboard passes to include ski bus fare and also to assist Administrator as the Lessee in organizing and operating a ridesharing arrangement (the "RVP Vanpool"); and

WHEREAS UTA desires to incentivize maximum use of public transit to and from the ski and resort by providing a temporary ridership volume-based discount to the resort; and

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

**DEFINITIONS**

- A. The term "**Authorized Services**" means:
  - i. **Daily Rate Authorized Services:** Travel on UTA Ski Bus; and UTA TRAX trains, regular UTA buses, Microtransit, Streetcar or UTA FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.
  - ii. **Daily Weekly Cap Authorized Services:** Travel on UTA Ski Bus, UTA TRAX Trains, regular UTA buses, Microtransit, Streetcar, or FrontRunner trains connecting to Ski Bus

Service in the Cottonwood Canyons.

- B. The term “**Authorized User**” means Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- C. The term “**Non-Connecting Bus Service**” means travel on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains that does not directly connect to a Ski Bus servicing the Cottonwood Canyons.
- D. The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.
- E. The term “**Lessee**” means the Administrator who is leasing RVP Vanpool vehicles from UTA.
- F. **The term “RVP Vanpool”** means the nonprofit mode of prearranged commuter transportation in an RVP Vehicle that is owned by UTA and leased to Lessee and consists of a relatively fixed group of at least six persons, including the driver, that travels between fixed route bus stops and rail stations (“Transit Stops”) and the workplace.

## TERMS AND CONDITIONS

- I. SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").

**A. PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.

**B. PASS RECOGNIZED AS TRANSIT FARE.** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.

**C. PASSES FOR NON-CONNECTING SERVICE.** It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to

[efcooperations@rideuta.com](mailto:efcooperations@rideuta.com) or by indicating on the Administrator's bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import specifications, the Administrator agrees to pay full fare for use of those services.

**D. PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

- i) **Daily.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 per Authorized User daily boarding. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.
- ii) **Daily Weekly Cap.** UTA shall issue Administrator an invoice for actual daily Pass usage, not to exceed \$28 per week per authorized user, each month within seven days after the month ends. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

**E. CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

- F. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

## G. REPORTING

- i. Partner Website. The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://www.tap2rideuta.com), which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) Active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at [www.tap2rideuta.com](http://www.tap2rideuta.com) by selecting “reports.”
- ii. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its’ Authorized Users’ daily ridership on Ski Bus Service during the preceding month.
- iii. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
- iv. Administrator Data. Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
- v. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
- vi. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

## II. RVP VAN POOL SERVICE

The terms and conditions of the RVP Van Pool lease are contained in Exhibit B to this Agreement.

### **III. TEMPORARY VOLUME BASED DISCOUNT**

For the 2023/24 Ski Bus Agreement period only, UTA will provide a discount to Administrator to provide for alternate transportation solutions for their Employees as follows:

**A. SKI BUS FARE.** The amount owed for Ski Bus pass utilization may be discounted by 75-100% of the prior year (2022/23) fees, with a guaranteed minimum discount of \$142,793 and a maximum discount of \$190,390.

**B. RVP VANPOOL SERVICE.** The amount owed each month for vanpools will be discounted by 50% with a maximum discount of \$61,506.

**C. DISCOUNT CALCULATION.** The discount value described above shall be based on the ridership and vanpool information provided by the Administrator including the Administrator's Authorized Users described in Section I(G) above. UTA shall subsequently reflect the discount in the invoices provided by UTA for the utilization of UTA service by the Administrator's Authorized Users. The discount will be applied to monthly invoices based on Administrator's Authorized Users utilization until the maximum discount amount is reached. If the minimum discount amount is not reached by the end date of this agreement, the balance of the minimum guaranteed amount will be provided in a fiscal year 2024 fare/vanpool credit to the ski resort.

### **IV. CONGESTION MITIGATION**

Administrator (Ski Resort) agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA Ski Busses from ski resort parking lots.

### **V. EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING**

Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 15th day of the month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

**A. TERM.** This Agreement shall begin on date stated above and end on May 31, 2024

**B. TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

**C. THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

**D. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

**E. COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.

**F. NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

	Snowbird Resort LLC	
Administrator:	_____	Utah Transit Authority:
Name:	<u>Nikki Kendrick</u>	Jay Fox
Address:	<u>3165 E. Millrock Dr., Suite 190</u>	669 West 200 South
	<u>SLC, UT 84121</u>	Salt Lake City, Utah 84101
Phone:	_____	801-741-8806
Email:	<u>nkendrick@snowbird.com</u>	Jfox@rideuta.com

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

**F. INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.

**G. NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

**H. DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days’ notice of such

failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

**I. SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

**J. AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

**K. INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

**L. GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

**M. WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

**N. NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2024, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

**SNOWBIRD RESORT**

**UTAH TRANSIT AUTHORITY**

By: DocuSigned by:  
Ian Russell 11/17/2023  
8FE473C0B3114E6...  
Signature Date

By: \_\_\_\_\_  
Signature Date

Print Name: Ian Russell

Print Name: \_\_\_\_\_

Print Title Sr. Director of Finance

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

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_

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

Approved As To Form:

DocuSigned by:  
Mike Bell  
70E33A415BA44F6...  
Counsel

**EXHIBIT A**  
Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Nikki Kendrick  
Address: 3165 E. Millrock Dr.  
Suite 190  
City, State,  
Zip: SLC, UT 84121

**Section 2: Contact Information**

Contact  
Name: Ali Villarruel  
Title: Asst. Director of HR  
Phone: 801-933-2454  
Email: avillarruel@snowbird.com

**Section 3: Designated Transit Coordinator** *(For additional Coordinator, please submit names and email addresses to [efcoperations@rideuta.com](mailto:efcoperations@rideuta.com))*

Contact  
Name: Lindsay Hunt  
Title: HR Representative  
Phone: 801-933-2075  
Email: Employeeservices@snowbird.com

**Section 4: Billing Information**

Accounts  
Payable  
Contact: ap@snowbird.com  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: ap@snowbird.com

Method (Check One)		Email or Mailing Address
Email <input checked="" type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)		
ACH <input checked="" type="checkbox"/>	Wire <input type="checkbox"/>	Check <input type="checkbox"/>

\*ACH/WIRE Instructions are available upon request

**Section 5: Programs and Pricing**

**Daily (\$8.00)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use at the daily rate.*

**Daily- Weekly Cap (\$8.00 or \$28 Cap)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use not to exceed a weekly cap of \$28 per week per authorized user. Requires 100% participation by season pass holders and/or 100% participation by employees. Please indicate below the authorized user group or groups that will be participating in the program:*

**Season Pass Holders**

**Employees**

**Exhibit B**

**RVP VANPOOL AGREEMENT**

Agreement # 1455716

## **VANPOOL VEHICLE LEASE AGREEMENT**

THIS VANPOOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6th day of , December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and Snowbird Mountain Resort, whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

### **WITNESSETH:**

**WHEREAS**, the Travel Reduction Act (Utah Code Ann. § 72-12-101, *et. seq.*) authorizes public transit districts to lease vehicles to facilitate ridesharing arrangements; and

**WHEREAS**, supports ridesharing arrangements which reduce gasoline consumption and protect the environment by reducing home to work commuter trips made by single occupancy motor vehicles; and

**WHEREAS**, pursuant to authority granted by state law, UTA desires to assist Lessee in organizing and operating a ridesharing arrangement (the "Vanpool"); and

**WHEREAS**, Lessee is a person or party that has successfully completed UTA's application process for the Vanpool Vehicle Lease and has been determined by UTA to be eligible, qualified and financially responsible to operate a Vanpool; and

**WHEREAS**, UTA is the owner of one or more motor vehicles suitable for the transportation of passengers in a Vanpool and is willing to lease a vehicle (the "Vanpool Vehicle") to Lessee pursuant to the terms and conditions contained in this Agreement; and

**WHEREAS**, the purpose of this Agreement is to provide for the lease of the Vanpool Vehicle to the Lessee and to set forth the terms, conditions and mutual understandings of the parties regarding such lease.

**NOW, THEREFORE**, in consideration of the foregoing and the mutually agreed upon promises hereinafter set forth, the parties agree as follows:

### **SECTION 1 - VANPOOL DESCRIPTION AND DEFINITIONS**

**1.1 Vanpool.** For purposes of this Agreement, the term "Vanpool" means the nonprofit mode of prearranged commuter transportation of a relatively fixed group of seven to 15 persons, including the driver, between home and work, or termini near home and work, in the Vanpool Vehicle (the group occupancy shall not exceed the Vanpool Vehicle manufacturer's design capacity), that is owned by UTA and leased to Lessee. The Vanpool is intended to provide incentives to persons to make the commute to and from work by a mode other than a single-occupant motor vehicle. The driver and passengers are employees at or near a common location and fees charged, if at all, are designed to recover operating, maintenance, insurance, administration, and reasonable depreciation costs related to the Vanpool.

**1.2 Term of Agreement.** The term of this Agreement shall commence on December 6, 2023 and end on May 31, 2024 unless otherwise terminated as described herein.

**1.3 Intent of the Parties.** While Lessee may recover certain costs of the Vanpool from participants, the Vanpool is not intended to result in profits or income for Lessee. The intent of this Agreement and any vanpool arrangement facilitated by the Agreement is to provide only the non-profit travel reduction program contemplated under Utah laws. Any action or omission that would cause Lessee, any participant in the Vanpool, or UTA to be considered a motor carrier, commercial carrier, chauffeur, or similar designation is expressly prohibited, and Lessee causing or permitting any such action or omission shall constitute a default with respect to this Agreement.

**1.4 Non-Exclusivity.** The Vanpool Vehicle was acquired with Federal funds. As such, the Vanpool Vehicles are intended for public transportation purposes. As such, use of the Vanpool Vehicle is not intended to exclusively serve Lessee's employees. UTA may add commuters to the Vanpool that are not employed by Lessee.

## **SECTION 2 - UTA'S OBLIGATIONS**

**2.1 Lease of Vanpool Vehicle.** UTA agrees to lease to Lessee, for the term of this Agreement, and subject to the conditions contained herein, a Vanpool Vehicle provided by UTA for the sole purpose of Lessee's operation of a Vanpool as defined in Section 1.1. The make and model of the Vanpool Vehicle assigned to Lessee shall be determined by UTA at its sole discretion. UTA retains the right, at any time during the term of the Agreement to substitute another vehicle, new or used, for the Vanpool Vehicle. A substitution may be made at UTA's sole election and in UTA's sole discretion. The substitution of an alternate vehicle shall not constitute a default of this Agreement, and the terms and conditions of this Agreement shall continue with respect to such substituted vehicle as if no change had occurred.

**2.2 Motor Vehicle Financial Responsibility.** During the term of this Agreement, UTA shall fulfill its Utah Motor Vehicle Financial Responsibility obligations for the Vanpool Vehicle in the Vanpool program through a combination of self-insurance and traditional/excess insurance for the following amounts:

Automobile Liability - \$4,000,000 per accident  
 \$25,000 per person/\$500,000 per accident for Uninsured Motorist coverage  
 \$1,000 for Under Insured Motorist coverage  
 \$3,000 PIP/No-fault coverage included.

The Lessee understands and acknowledges that UTA is a governmental entity and is covered under the provisions of the Utah Governmental Immunity Act as set forth in U.C.A. §63-30-1, *et. seq.*, and the limits of liability therein described. Nothing in this Agreement shall be construed so as to constitute a waiver of any defense, damage limitation, procedural requirement or other protection provided by the Utah Governmental Immunity Act.

The Lessee acknowledges reading and receiving UTA's Declaration of Policy Statement Regarding Uninsured Motorist and Underinsured Motorist Coverage found at <https://www.rideuta.com/doing-business/insurance-claims>

The Lessee acknowledges that his/her own personal automobile insurance may be implicated in the event of an accident or loss involving a Vanpool vehicle.

### **2.3 Accidental Collision Damage to Vanpool Vehicle.**

**(A) Partial Damage to Vanpool Vehicle.** Lessee agrees that, in the event that a Vanpool Vehicle is damaged but not "totaled" (meaning that the cost of repair of the Vanpool Vehicle is not in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall evaluate the Vanpool Vehicle to determine whether repair of the Vanpool Vehicle is warranted. If UTA determines, at its sole discretion, that repair of the Vanpool Vehicle is warranted, UTA will pay the cost of repairing the Vanpool Vehicle, minus the Deductible payable by Lessee contained in Section 3.7. At UTA's sole option, UTA may either: (1) repair the Vanpool Vehicle; or (2) pay a third-party, selected by UTA, in its sole discretion, to repair the damage of the Vanpool Vehicle.

**(B) Total Damage to Vanpool Vehicle.** UTA agrees that, in the event that a Vanpool Vehicle is "totaled" (meaning that the cost of repair of the Vanpool Vehicle is in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall (at its sole option and in its sole discretion) either: (1) provide Lessee with a new or used replacement vehicle which, upon delivery to the Lessee, shall constitute the Vanpool Vehicle; or (2) terminate the Agreement. Any replacement Vanpool Vehicle shall be subject to the terms and conditions of this Agreement.

**2.4 Vanpool Operations Manual.** UTA has made available to Lessee, without charge, an electronic copy of an instruction manual entitled Vanpool Operations Manual which contains the general guidelines, policies and conditions for operating a Vanpool. The Operations Manual is available online at <https://rideuta.com/Services/Vanpool/My-Vanpool-Account/Applications-Agreements-Rider-Forms>.

**2.5 Warranty.** The Vanpool Vehicle manufacturer provides a warranty against any defects in the Vanpool Vehicle for three (3) years or 36,000 miles.

**2.6 Registration.** Subject to the provisions of Paragraph 3.3(C), UTA agrees to annually register the Vanpool Vehicle with the Utah Department of Motor Vehicles at its sole cost and expense.

### **SECTION 3 - LESSEE'S OBLIGATIONS**

**3.1 Drivers and Alternative Drivers.** Lessee shall permit only the designated driver and the alternative designated driver(s), all of whom must submit Driver Applications and/or Alternate Driver Applications and be approved by UTA and its insurance company, to drive the Vanpool Vehicle. (Designated Driver and Alternate Driver Applications are available from UTA). Should Lessee cause or allow any other person who is not the designated driver or an approved alternate driver to operate the Vanpool Vehicle such operation by such person shall constitute a default with respect to this Agreement. All designated drivers and alternative drivers proposed by Lessee must provide UTA and/or its insurance company with any consents or information necessary to obtain a driver's license verification and motor vehicle report. Lessee shall ensure that all designated drivers and alternative designated drivers maintain a current, valid driver's license during the term of this Agreement. After initial approval, Lessee shall cause the designated driver and each alternative designated driver(s) to report within 24 hours to UTA any subsequent motor vehicle citations, accidents or other incidents that occur during the term of this Agreement and that would likely be reflected on a motor vehicle report. The duty to report such matters shall apply whether or not the incident involves the Vanpool Vehicle.

#### **3.2 Vanpool Program Requirements.**

(A) Lessee shall appoint a Bookkeeper. The Bookkeeper shall be responsible for tracking and reporting the monthly Vanpool ridership in accordance with the provisions contained in the Ridership Reporting section of the Vanpool Operations Manual.

(B) Lessee shall appoint a Point of Contact ("POC") for the Vanpool. The POC shall be responsible for sending and receiving vanpool operating and maintenance information with UTA.

(C) Lessee shall submit a ridership and mileage for each Vanpool Vehicle leased by Lessee on our website [www.utacommuter.com](http://www.utacommuter.com) unless other arrangements are made with a Vanpool Support Specialist.

**3.3 Policy Guidelines.** The Vanpool Operations Manual contains certain policies, procedures, reporting requirements and other obligations applicable to the Vanpool. Lessee will abide by, and will cause all participants in the Vanpool to abide by, the requirements of the Vanpool Operations Manual. A copy of the Vanpool Operations Manual has been furnished to Lessee, and Lessee hereby acknowledges receipt of the Vanpool Operations Manual. The provisions of the Vanpool Operations Manual are incorporated into, and made a part of this Agreement, by reference.

(A) Operation of Vanpool Vehicle. Lessee agrees to operate the Vanpool Vehicle in accordance with the provisions contained in the Safe Operating Habits section of the Vanpool Operations Manual.

(B) Vanpool Vehicle Inspection. Lessee agrees to perform daily, weekly and monthly inspections, in accordance with the provisions in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual and record any damage or items that may be operating incorrectly in an Inspection Log that may be discovered during such inspections.

(C) Lessee agrees to be responsible for the State Inspection and Emission test to be performed once a year no earlier than July and no later than May. UTA will provide Lessee with a list of authorized vendors available to perform State Inspection and Emission tests.

**3.4 Use of Vanpool Vehicle.** Lessee agrees to use the Vanpool Vehicle for the primary purpose of transporting Vanpool participants between their respective residences and places of work. Lessee shall not use the Vanpool Vehicle in conjunction with any illegal or unlawful purposes. Lessee shall not use the Vanpool Vehicle for any commercial purposes. Aside from limited, incidental personal use (as specifically permitted in Section 3.8 of this Agreement), Lessee shall only use the Vanpool Vehicle as contemplated by the Vanpool, as described in Section 1.1 of this Agreement. Any other use of the Vanpool Vehicle by Lessee shall be considered a default with respect to this Agreement and shall constitute a default with respect to this Agreement and shall constitute grounds for terminating this Agreement.

**3.5 Fueling and Maintenance.** Both the fuel and maintenance costs are included in the Lessee's monthly lease payment. Lessee agrees to be responsible for fueling and performing routine preventative maintenance on the Vanpool Vehicle in accordance with the Fueling Your Vehicle and the Vehicle Maintenance and Inspections sections of the Vanpool Operations Manual.

**(A) Maintenance.** Lessee's maintenance responsibilities as defined in the Vanpool Operations Manual include all oil and other fluid changes, tire inspections and repairs or replacements, brake inspections and repairs, wiper and bulb replacements and other scheduled service items, to be performed by UTA or a UTA-approved maintenance vendor. Lessee further agrees to maintain the Vanpool Vehicle in good condition. Lessee shall be responsible for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual. The cost of fueling the Vanpool Vehicle: (i) may be paid directly by Lessee; or (ii) subject to prior arrangement with UTA, may be paid by UTA, with Lessee fully reimbursing UTA for such costs as part of Lessee's ensuing monthly lease payment. Failure of Lessee to maintain the Vanpool Vehicle in accordance with the scheduled service items contained in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual may lead to termination of this agreement in accordance with the provisions of Section 4.2 of this Agreement.

**(B) Fuel Card.** UTA will issue one (1) Fuel Card per Vanpool Vehicle to be used at any service station which accepts the UTA issued Fuel Card. Fuel cards may only be used to fuel the Vanpool Vehicle by the Vanpool Lessee or to purchase washes for the Vanpool Vehicle in accordance with the provisions in the Vehicle Cleanliness section of the Vanpool Operations Manual. **Use of the Fuel Card, except as specifically authorized under this Paragraph 3.5(A) may result in civil and criminal charges.**

**3.6 Lease Payments.** As consideration for the use of the Vanpool Vehicle for the term of this Agreement, Lessee agrees to promptly pay monthly lease payments as defined in Addendum 1 - Lease Payments. Payment will be made as follows:

(A) Each month UTA shall invoice Lessee for the total amount due at the rate set forth in Addendum 1. Lessee shall pay the amount invoiced within thirty (30) days of the date of invoice. Lessee shall pay a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

(B) Lessee agrees that UTA shall have the right to increase and/or decrease the amount of the monthly payment on a quarterly basis to reflect changes in UTA's actual operating costs. UTA shall give Lessee thirty (30) days advance written notice showing the change in the costs.

(C) To the extent UTA has incurred any amounts for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in Vehicle Maintenance and Inspections section of the Vanpool Operations Manual during any month, such amounts shall be payable by Lessee within thirty (30) days of the date of invoice as part of Lessee's monthly lease payment for such month.

(D) All payments shall be made to: UTA Accounts Receivable Department, 669 West 200 South, Salt Lake City, UT 84101 without demand, setoff, delay or condition. Online payments may be made at the Lessee's request by contacting UTA's Accounts Receivable Department.

**3.7 Applicable Deductible.** If the Vanpool Vehicle is damaged as provided in Section 2.3 of this Agreement, Lessee shall be responsible for paying UTA \$0 within 30 days of the date of repair of the Vanpool Vehicle if terminated or replaced. If the Vanpool Vehicle is replaced in accordance with the provisions of Section 2.3A, Lessee shall pay UTA a deductible of \$0 within 30 days of the date the Vanpool Vehicle is replaced. Failure to pay any deductibles shall be grounds for termination in accordance with the provisions of Section 4.2 of this agreement.

**3.8 Limitation on Personal Use.** Any personal use of the Vanpool Vehicle shall be incidental and infrequent, and shall not exceed 50 miles per month in any given month. Any personal mileage in excess of these limits shall result in additional charges equal to the current IRS standard mileage reimbursement rate plus the cost per mile for the selected vanpool monthly mileage tier, at UTA's election, may constitute a default with respect to this Agreement. Personal use of the Vanpool Vehicle shall only be by the designated driver or alternative driver(s). Personal use of the Vanpool Vehicle shall not conflict with the needs of the Vanpool or the provisions of this Agreement. Without limiting the breadth of the preceding provision, the Lessee agrees that the Vanpool Vehicle shall under no circumstances be used for any of the following purposes: (i) camping; (ii) vacation travel; (iii) hauling campers, boats, trailers and similar items; (iv) transporting non-family members under the age of 18; or (v) moving furniture, equipment or similar items.

**3.9 Limitation on Non-Standard Equipment/Accessories.** Lessee shall not install or physically mount any non-standard equipment or accessories on or in the Vanpool Vehicle without the prior authorization of UTA. Lessee may apply

for authorization to install or mount a non-standard accessory or piece of equipment by contacting a UTA vanpool maintenance supervisor. Failure to obtain approval for any non-standard accessories prior to installation shall be grounds for termination in accordance with the provisions of Section 4.2 of this agreement.

**3.10 Compliance with Applicable Laws.** Lessee shall comply with all applicable motor vehicle laws and regulations. The Lessee shall satisfy and comply with all applicable state and federal rules and regulations concerning the operation of the Vanpool. The Lessee is solely responsible for, and shall indemnify, defend and hold UTA harmless with respect to, any citations, fines, fees or other costs associated with the Lessee's failure to comply with applicable laws.

**3.11 Fees.** Lessee may charge each commuter passenger a reasonable rider fee to help defray the operating costs of the Vanpool Vehicle. The amount of the fee paid by commuter passengers shall not exceed Lessee's operating costs, as set forth in the Vanpool Description and Monthly Lease Payment Worksheet.

**3.12 Sublease and Assignment.** Lessee agrees that it will not sublease or assign this Agreement or the operation of the Vanpool to a third party without the express prior written approval of UTA. All subleases or assignments permitted by UTA are subject to the conditions of this Agreement. Any attempted sublease in violation of this Agreement shall automatically terminate this Agreement.

**3.13 Monthly Ridership Reporting.** Lessee shall submit daily ridership and odometer readings on a monthly basis by the fifth (5<sup>th</sup>) day following the end of the month online at [www.utacommuter.com/uta2](http://www.utacommuter.com/uta2).

**3.14 Accident Reporting.** Lessee shall report any accident including those causing serious injury or fatality, or caused by an apparent mechanical equipment failure in the Vanpool Vehicle within 24 hours to the Vanpool Maintenance Supervisor.

**3.15 Permanent Vanpool Vehicle Log.** Lessee shall keep a permanent written log showing each one-way trip including the time, date and place and purpose of the trip and the name of driver. The log shall be signed by the driver. The log shall show the odometer reading at the commencement of the trip and the termination of the trip, and note any accident, damage or mechanical, maintenance or malfunction of the Vanpool Vehicle

**3.16 Expenses of Vanpool.** Any costs sustained by Lessee **that have not been previously approved** shall be paid directly by Lessee.

**3.17 Liens and Encumbrances.** Lessee agrees not to cause, permit or suffer any liens, encumbrances or security interests to be attached, filed or enforced against the Vanpool Vehicle.

**3.18 Nondiscrimination Assurance.** Lessee acknowledges that the Vanpool Vehicle was purchased, in part, with federal funding. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act" 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1 A, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

- (1) Lessee assures that its Vanpool will be conducted in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) Lessee assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.
- (3) Lessee assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.

- (4) Lessee assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- (5) As required by 49 CFR 21.7(a)(2), Lessee will include in each third party contract or sub agreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

**SECTION 4 – VANPOOL VEHICLE LEASE TERMINATION**

**4.1 Termination.** The obligations of UTA under this Agreement shall terminate without further written notice at the expiration of this Agreement, unless UTA terminates the Agreement earlier, as provided in Section 4.2 of this Agreement. The expiration or earlier termination of this Agreement shall not affect any liabilities, debts or other obligations incurred prior to such expiration or earlier termination.

**4.2 Termination by UTA.**

**(A) Termination for Convenience.** UTA may terminate this Agreement for any reason with or without cause. Termination of the Agreement shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.3 of this Agreement.

**(B) Termination for Cause.** Should UTA determine that Lessee failed to meet its obligations in a timely and proper manner, or that Lessee has violated or is in breach or default with respect to any of its covenants under this Agreement. UTA shall notify Lessee in writing of such default, failure or violation. Following the date of such written notice, Lessee shall have five (5) days within which to correct the stated breach or default. Should Lessee fail to fulfill an obligation or to correct a breach or default of a covenant under this Agreement within five (5) days of receiving written notice, termination shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.3 of this Agreement.

**4.3 Termination by Lessee.** If during the term of this Agreement Lessee determines that the Vanpool is unsuccessful or is unable to continue the operation of the Vanpool, Lessee may submit a written request to abort the Vanpool and terminate this Agreement. Upon receiving that request, UTA will make arrangements to take back the Vanpool Vehicle and Lessee will have no prospective obligations under this Agreement, except to return the Vanpool Vehicle to UTA and return any Vanpool Operations Manuals or other equipment received by Lessee.

**4.4 Action by Lessee Following Termination.** If the operation of the Vanpool is terminated for any reason, Lessee shall: (a) submit in writing to UTA a cost breakdown of the operation of the Vanpool showing the current and accumulated rider's fee paid to Lessee; (b) deliver and peacefully surrender the Vanpool Vehicle to UTA as soon as possible, but not longer than three (3) days after termination. Upon delivery and surrender of the Vanpool Vehicle.

**SECTION 5 - MISCELLANEOUS**

**5.1. Tire Chain Addendum.** The parties accept Addendum 2 - Tire Chain Utilization

**5.2 Risk of Loss; Indemnification.** Lessee will be solely responsible for any uninsured risks resulting from the Vanpool. Lessee hereby agrees to indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that are not covered as described above. Lessee shall also indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that result from Lessee's breach of any covenant or obligation set forth in this Agreement.

**5.3 Notices.** Except as directed under Section 3.6D, 3.9 and 3.14 regarding the UTA payment recipient, any notice or communication to be given between the parties hereto shall either be emailed, personally delivered or mailed, TO LESSEE, and addressed as follows:

Snowbird Mountain Resort  
Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092  
Email: Avillarruel@snowbird.com

CC: Snowbird Mountain Resort  
Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092  
Email: Avillarruel@snowbird.com

TO LESSOR/UTA: Vanpool Administrator  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Phone No.: (801) 287-2065  
Email: utarideshare@rideuta.com

CC: The Utah Transit Authority  
Attention: Office of General Counsel  
669 West 200 South  
Salt Lake City, Utah 84101

Any party hereto may designate a different address for receipt of notices by giving written notice as provided above to the other parties hereto of its new mailing address.

**5.4 Entire Agreement.** There are no representations or other agreements between the parties hereto with respect to the subject matter, except as specifically set forth in this Agreement.

**5.5 Amendments.** This Agreement may only be amended by a written instrument executed by all parties hereto.

**5.6 Interpretation.** This Agreement shall be construed in accordance with the laws of the State of Utah. Any action brought to enforce or interpret the provisions of this Agreement shall be brought only in a District Court in the State of Utah, which court shall have exclusive jurisdiction and venue with respect to the matters contemplated in this Agreement. The captions which precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

**5.7 Liaison.** Each party shall designate one individual who shall be appointed to represent such party in the matters related to this Agreement. The respective representatives of the parties are as follows:

FOR LESSOR/UTA: Michael Goldman  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Phone No.: (801) 287-2065

FOR LESSEE: Ali Villarruel  
Snowbird Mountain Resort  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092  
Phone No: 801-933-2454  
Email: Avillarruel@snowbird.com

**5.8 Costs and Attorneys' Fees.** In the event of default by the parties hereto in the performance of their responsibilities and obligations hereunder, the non-defaulting party hereto shall be entitled to recover from the defaulting party, all costs and expenses, including court costs and attorneys' fees, incurred by the non-defaulting party in pursuing its remedies hereunder.

**5.9 Waiver.** The waiver of any provision of this Agreement, in whole or in part, can be made only by an agreement in writing signed by the parties. The waiver of any provision in a particular instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other existing or subsequent breach.

**5.10 Severability.** If any provision of this Agreement shall be deemed to be or shall in fact be, illegal, invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**5.11 No Third Party Beneficiaries.** This Agreement is not intended to, and shall not be construed so as to, create any rights in third parties, and no provision of this Agreement shall inure to the benefit of any person or entity not a party hereto.

**5.12 Facsimile and Electronic Signatures.** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the facsimile signature or electronic signature shall be deemed to have the same effect as if the original signature had been delivered.

**5.13 Approved as to Form.** So long as the standard Vanpool Vehicle Lease Agreement is not modified, UTA's Office of General Counsel has approved as to form.

**SECTION 6 - UTA CERTIFICATION REGARDING VANPOOL ARRANGEMENTS**

In accordance with Section 13 (c) of the Federal Transit Act, UTA certifies that this agreement limits Vanpool usage to Vanpool's designated driver and individuals who either:

- 1. have, without reimbursement in whole or part by either the Vanpool lessee or their employer, paid either a monthly subscription fare equal to at least one-fourteenth (1/14) of the Monthly Lease Payment required under the applicable Vanpool Lease Agreement, or a weekly subscription fare equal to at least one-forty second (1/42) of the Monthly Lease Payment required under the applicable Vanpool Vehicle Lease Agreement; or
- 2. are identified by name on a list of eligible riders, not exceeding seventeen (17) in number, which has been transmitted by UTA to the Union via regular mail prior to the day of Ridership; or
- 3. are among a class of individuals, the total members of which do not exceed forty-five (45) in number for the purposes of a lessee leasing one (1) van, thirty-five (35) in number per van for the purposes of a lessee leasing two (2) vans, or thirty in number per van for the purposes of a lessee leasing three (3) or more vans, identified in written notice to the Union transmitted by UTA via regular mail prior to the date of ridership; or
- 4. are being transported to or from one or two places of work, provided all such places of work must be more than two (2) miles from any UTA fixed route.



Snowbird Mountain Resort  
Attn: Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092

12/06/2023

Addendum 1 - Lease Payments  
Addendum to VAN-POOL VEHICLE LEASE AGREEMENT

THIS Addendum to VAN-POOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6th day of December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and     Snowbird    , whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

UTA will continue to honor the existing winter rate for Vanpool use by Snowbird at the usual rate of \$467 per van, billed monthly.



Snowbird Mountain Resort  
Attn: Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092

12/06/2023

Addendum 2 - Tire Chain Utilization

Addendum to VAN-POOL VEHICLE LEASE AGREEMENT

THIS Addendum to VAN-POOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6<sup>th</sup> day of December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and     Snowbird    , whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

UTA vans do not come equipped with tire chains. If a Lessee requires tire chains, UTA will purchase the chains, but the Lessee is liable for all damage to the vehicle or to 3<sup>rd</sup> parties caused by the use of the tire chains unless the Lessee can demonstrate that the damage was not caused by improper use of the chains.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**theaTO:** Select a meeting body.  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mike Hurst, Director of Internal Audit  
**PRESENTER(S):** Mike Hurst, Director of Internal Audit

**TITLE:**

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**UTA Policy - UTA.01.01 Ethics**

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**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Approve for adoption UTA.01.01 Ethics with updates as outlined below.

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**BACKGROUND:**

Board Policy 1.1 requires UTA Policies be presented to the Board for approval. UTA.01.01 Ethics policy was last updated on June 24, 2021 and is now being presented to the board with proposed revisions.

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**DISCUSSION:**

UTA is entrusted with moving Utahns through the efficient management of public transportation resources that are provided by taxpayers and other public sources of income. Upholding the standards of integrity, stewardship, and accountability is vital to our mission. This Ethics policy aligns with State and Federal laws and outlines our commitment to ethical conduct at Utah Transit Authority. This policy aims to prevent personal financial gain among our employees by addressing conflicts of interest, outside financial interests, gifts, meals, and reporting options. This policy reflects our dedication to responsible stewardship of public resources while ensuring our communities are served with the utmost integrity.

The following changes have been made to the updated version of this policy:

- Policy language referring to the role of a Compliance Officer was replaced with reference to UTA Legal Counsel,

which fits the intent of the original policy.

- Allowability of vendor provided meals was tightened.
  - Language was standardized, such as removing gendered terms.
  - Some definitions were clarified or removed to fit the changes in the policy.
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**ALTERNATIVES:**

If the new revision of UTA.01.01 Ethics is not approved for adoption, the current version adopted on June 24, 2021 will remain in effect without proposed updates.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

- UTA Policy - UTA.01.01 Ethics
- Utah Policy - UTA.01.01 Ethics (with marked up changes)

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.01.01

#### ETHICS

1) Purpose.

The Utah Transit Authority (UTA) is committed to upholding the highest standards of integrity, accountability, and transparency as a steward of taxpayer-funded resources.

2) Definitions.

*“Business Relationship” or “Doing Business With”* means an entity or individual who has or is seeking a contract with UTA, seeks or receives grant funding from UTA, provides grant funding to UTA, receives payments for goods or services from UTA, or for whom UTA pays for goods or services.

*“Candidate for Public Office”* means an employee who has filed for candidacy for public office, an employee who receives contributions or makes expenditures related to the employee’s candidacy for public office, or an employee who coordinates with any individual or entity to receive contributions or make expenditures related to the employee’s candidacy for public office.

*“Confidential Information”* means information disclosed by the Authority during the course of an employee's employment, information developed or learned by an employee during the course of employment, and information regarding UTA's technology, techniques, processes, research, test results, agreements, employees, marketing, sales, business plans, strategies, strategic legislative plans and agendas, unpublished financial information, budgets, and projections.

*“Conflict of Interest”* means a personal or economic interest, outside employment, outside interest or other circumstance or relationship that impairs an employee’s ability to discharge their duties in an ethical manner consistent with the best interests of the Authority.

*“Controlled, Private or Protected Information”* means information classified as controlled, private or protected pursuant to Utah Code Ann. §63G-2-101, et seq.

*“Designated Employee”* means positions identified by the Executive Director to complete financial disclosure forms. At a minimum, Designated Employees will include UTA’s Executive Director, Secretary of the Authority, Director of Internal Audit, Comptroller, Treasurer, and Chief Officers.

*“Employee”* means any part-time or full-time employee of UTA.

*“Ethics Committee”* means a committee composed of the Ethics Officer, Legal Counsel, and an Executive appointed by the Executive Director. In the event that the Executive appointed by the Executive Director is involved in a matter brought before the Ethics Committee, then the Executive Director will sit with the Ethics Committee in such Executive’s stead.

*“Ethics Officer”* means the individual appointed by the Board of Trustees to act in that capacity on

behalf of the Authority. The current appointment is the Director of Internal Audit.

“*Executive*” means the Executive Director or any Chief Officer.

“*Form*” means Financial Disclosure Report.

“*Fraud*” means the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets.

“*Gift*” or “*Gratuity*” means:

- A. Anything of economic value that is paid, loaned, granted, given, donated, or transferred to any employee by anyone outside of UTA.
- B. Gift does not include:
  - 1. Snack items or beverages (but not meals) of Nominal Value provided in the ordinary course of business meetings,
  - 2. Unsolicited advertising or hospitality materials such as pens, pencils, notepads, calendars, toys, trinkets, or other items given for advertising or hospitality purposes of Nominal Value
  - 3. Items given to employees by individuals with long-standing social or family relationships, under circumstances that make it clear the relationship, rather than the employee’s position at UTA, is the motivating factor.; and
  - 4. Items of Nominal Value made available to the general public or all attendees at a conference or event.

“*Investment Property*” means a rental or commercial real property.

“*UTA Legal Services*” means an Assistant Attorney General assigned to provide legal services to UTA.

“*Local Official*” means an elected member of a local government. It also means an individual appointed to or employed in a position in a local government if that individual occupies a policymaking position, makes purchasing or contracting decisions, drafts ordinances or resolutions, makes rules, determines rates or fees, or makes adjudicative decisions. A Local Official also means the immediate family members of individuals described in this definition.

“*Nominal Value*” means having a market value of no more than \$10.00 and no more than an aggregate value of \$50.00 in a single calendar year from any specific vendor.

“*Outside Employment*” means employment by another employer as well as self-employment.

“*Personal Financial Interest*” means any type of financial interest consisting of cash, real estate, securities, potential employment or offer of employment, contract, or other item of tangible dollar value whether held by the employee, the employee’s spouse, or other immediate family member.

“*Public Office*” means any position obtained as a result of a partisan general or special election whose duties overlap an area served by UTA.

“*Report*” means a concern brought forward by a UTA employee.

“*Reporter*” means an employee reporting a concern.

“*UTA*” or “*Authority*” means Utah Transit Authority.

“*Vendor*” means an entity that currently has a Business Relationship with UTA, is seeking a Business Relationship with UTA or is reasonably likely to seek or form a Business Relationship with UTA in the future.

### 3) Policy.

#### A. Conflicts of Interest Generally

It is vital to the proper operation of UTA for employees to avoid not only actual Conflicts of Interest but also those situations that may be reasonably perceived by others as a Conflict of Interest. Accordingly, no employee will participate by way of evaluation, recommendation, or approval, in the making of any decision regarding UTA with respect to any matter in which the employee has any Personal Financial Interest. Potential Conflicts of Interest could exist regarding outside interests, financial interests, and/or outside employment. Any employee who has an actual or apparent Conflict of Interest must immediately report the nature of such interest to a Senior Manager and/or Director in the employee’s supervisory chain and also to the Ethics Officer. Designated Employees must also disclose such actual or potential Conflicts of Interest in the Form described in Section F of this Policy.

#### B. Outside Financial Interests and Employment

##### 1. General

- a. Employees are prohibited from engaging in business or other activities that may create a conflict of interest with their employment at UTA.
- b. Employees should refrain from engaging in any outside endeavor or activity which is likely to require or induce the employee to disclose Controlled, Private, or Protected Information gained by reason of UTA employment.
- c. Employees are prohibited from accepting other employment or engaging in other activities that might impair independent judgment or ethical performance of assigned UTA duties.
- d. Employees are prohibited from participating in or receiving compensation for any transaction between UTA and a business entity in which an employee is an officer, director, or possesses a Personal Financial Interest.
- e. Employees are prohibited from using non-public information gained through their position for personal enrichment or advantage.

##### 2. Disclosure of Personal Financial Interest

Employees must disclose a Personal Financial Interest in any entity which currently conducts or is likely to conduct business in the transit industry. The disclosure must be made to both a Senior Manager and/or Director in the employee’s supervisory chain and also to the Ethics Officer. The Ethics Officer will present the issue to the Ethics Committee for review and recommendation. The employee’s Senior Manager and/or Director along with the Ethics Committee will evaluate the Personal Financial Interest to determine if it creates a Conflict of Interest between the private interest and the employee’s duties at UTA and will also determine if mitigation actions are required. Mitigation actions may include but are not limited to, divestiture of the financial interest or adjustment of the employee’s UTA duties.

### 3. Prospective Outside Employment

Any employee seeking outside employment must avoid conflicts of interest between themselves, UTA, and the prospective employer. In order to avoid actual and potential conflicts, any employee seeking, applying for, or having immediate intentions to apply for a position with an outside employer may not, as an employee of UTA, make recommendations, advise, approve, negotiate, or use their influence in any dealings that involve the prospective employer. In such matters, it is imperative that the employee recuse themselves.

Employees may engage in Outside Employment in addition to their UTA employment subject to the following restrictions:

- a. Outside Employment may not compete or conflict with or compromise UTA's interests or adversely affect the employee's job performance.
- b. Employees will not perform Outside Employment during working time paid for by UTA.
- c. Employees will not use UTA resources, including but not limited to facilities, technology resources, tools, etc., to perform Outside Employment.
- d. Employees will not disclose UTA's Confidential Information to outside employers.
- e. Full Disclosure Required – Since any outside employment by a UTA employee carries the potential for a conflict of interest to arise, all outside employment must be disclosed to an employee's senior manager and/or director. If the senior manager and/or director believes that a conflict of interest either exists or is likely to arise, the senior manager and/or director will provide the information to the Ethics Officer who will, in turn, provide such information to the Ethics Committee. The Ethics Committee will evaluate the outside employment and make a determination as to whether a conflict of interest exists or is likely to arise and also whether mitigation actions are required. Mitigation actions include, but are not limited to, direction to the employee to discontinue the outside employment or adjustment of the employee's UTA job duties to avoid the conflict of interest.

### 4. Coordination with Supply Chain Organization

The Ethics Officer will inform the Supply Chain Senior Manager about any circumstances where an employee has a financial interest, outside employment, or is conducting employment discussions with a UTA Vendor that is deemed an actual or perceived conflict of interest. The Procurement Division of the Supply Chain Management Organization will utilize this information in taking appropriate measures to ensure that no UTA procurement action is tainted by a conflict of interest.

### 5. Public Officer

An employee who is a Candidate for Public Office must provide copies of all state or federal required financial disclosures to UTA's Ethics Officer within seven days of the deadline for submitting the disclosures. If a state or federal financial disclosure is not required, an employee who is a Candidate for Public Office must submit a list of campaign donors to UTA's Ethics Officer on a monthly basis during the period the employee is a Candidate.

### 6. Investment Property Ownership

An Executive or officer of the board with ownership of investment property within a 0.5-mile radius from any Front Runner, TRAX station, or transit-oriented development will

be considered to be a potential Conflict of Interest requiring disclosure and then evaluated by the Ethics Committee. The ownership of investment property within a 0.5-mile radius of a bus stop is not considered to be a potential Conflict of Interest. The ownership of a primary residence within a 0.5-mile radius, is not considered to be a conflict of interest.

#### C. Gifts or Gratuities to Employees

1. It is a criminal offense under Utah law for an employee to receive, accept, offer, or agree to receive or accept, or ask for a promise or pledge of a gift or kickback from a Vendor if done with the intent to influence any of the following actions by UTA:
  - a. Award a contract or grant;
  - b. Make a procurement decision;
  - c. Take an action relating to the administration of a contract or grant.
2. Even where the employee does not have the specific intent described in the preceding paragraph, a UTA employee may not knowingly receive, accept, take, seek or solicit (either for the employee or for another person or entity) a Gift of any value from a Vendor.
3. Gifts that are perishable or not practical to return may be shared with co-workers on an occasional basis, but notice should be provided to the source of the Gift that future gifts should not be provided to any UTA employee.
4. If an employee receives a prohibited Gift, the employee may return the Gift or pay its fair market value to the person or entity providing the Gift.
5. For purposes of the gift restrictions described in this Policy, "Employee" also includes the employee's family members.

#### D. Items Received from Family Members or Based on Social Relationships

Receipt of items above a nominal value from a Vendor or other entity that could potentially benefit from UTA decision or action should be reported to the Ethics Officer.

#### E. Meals for Employees

Subject to certain exceptions described below, an employee may not accept any meals from a Vendor. Under no circumstances will an employee solicit or accept a meal with the intent to allow acceptance of the meal to affect a procurement-related decision. Any meals with vendors should be paid for with UTA funds, by direct payment, reimbursement to the vendor, or reimbursement to the employee if paid with private funds.

1. Nevertheless, an employee may accept a meal offered under the following conditions:
  - a. The meal is part of a conference or event in which:
    1. The cost of the meal is included in the normal registration fee paid by UTA on behalf of the employee, or;
    2. The employee has been invited by another entity to participate in the conference or event, such as receiving an award or recognition for public service; or
    3. The employee has been asked by UTA to represent UTA at the conference or event.
  - b. The meal is offered as part of a normal business meeting or event between UTA and the following entities and is generally made available to all participants:
    1. A government entity, such as a city or county

2. An organization or association, including a professional or educational association, or an association of vendors, such as American Public Transportation Association ( APTA ), etc.
  3. An association composed of public agencies or public entities that does not as an organization or association respond to solicitations.
- c. Employees who are required to pay for work-related meals under this Policy should seek reimbursement pursuant to UTA Travel and Reimbursement Policy.

#### F. Meals and Gifts to Local Officials

1. UTA employees will only provide meals and gifts to Local Officials under one of the following circumstances:
  - a. Food or beverage has a value less than the daily meal allowance for in-state travel contained in the Utah State Food Reimbursement Rate found at Utah Administrative Code R25-7-6. Food or beverage provided at an event, tour, or meeting where the Local Official is giving a speech, participating in a panel discussion, or presenting or receiving an award.
  - b. The item to be provided has a value of less than \$10. (This amount is applicable to only non-food and beverage items).

#### G. Financial Disclosures.

1. Designated Employees must submit a Form as follows:
  - a. Within thirty days from the date of hire, and each calendar year on or before October 31 throughout the term of employment, all Designated Employees will complete and sign a Form. The current Form is available on the UTA Intranet (SharePoint) on the Internal Auditor's site at: [https://rideuta.sharepoint.com/sites/Internal\\_Audit](https://rideuta.sharepoint.com/sites/Internal_Audit)
  - b. Designated Employees will provide a copy of the Form to the Ethics Officer.
  - c. The completed financial disclosure is classified as Public Records.
  - d. Notification of requirements or failure to respond will be given by e-mail (with a copy to the employee's supervisor), with a 5-business day opportunity to file a Form.
  - e. Failure to completely fill out, sign, and return a Form, by the extended deadline described immediately above, will be cause for employment action, up to and including termination as determined by the Ethics Committee.
  - f. Designated Employees must complete a new Form within 10 business days of:
    - (i) the occurrence or discovery of any new actual or apparent Conflict of Interest arising since the most recent Form; or
    - (ii) any material change in the information previously disclosed in the most recently completed Form.
2. Review of Forms
  - a. All Forms submitted by UTA employees will be reviewed - in confidence - by the following: Director of Internal Audit or designee and UTA Legal Services.
  - b. If a reviewer determines that there may be a Conflict of Interest disclosed in a Form, the reviewer will submit the Form to another reviewer for review. The two reviewers will then meet and confer regarding the potential Conflict of Interest. If the two reviewers agree that there is a Conflict of Interest, the two reviewers will confidentially report the conflict to the Ethics Committee. The Ethics Committee will arrange a meeting with the individual filing the Form, to clarify and discuss the conflict. The Ethics Committee will then determine the appropriate action. Such

action may include, by way of example only:

1. Directing the employee to divest the conflicting asset, liability, position, or agreement;
  2. Requiring the employee to be walled off and segregated from any communication about, or work on, the conflicting UTA issue; or
  3. Terminating the employee.
3. Ethics Committee Review. The Ethics Committee will meet on an as-needed basis to discuss potential conflicts of interest or violations of the Policy.

#### H. Requests for Donations

1. UTA employees may not solicit donations from Vendors that exclusively benefit UTA employees. For example, employees may not solicit donations for UTA social functions.
2. Employees may solicit donations from Vendors for functions that benefit the community. For example, employees may solicit donations supporting Disadvantaged Business Enterprise workshops offered to business owners along the Wasatch Front.
3. This Policy does not apply to contributions solicited from UTA employees under the Charitable Solicitations policy.

#### I. Disclosures of Information

Employees are prohibited from disclosing or improperly using Controlled, Private or Protected Information acquired by reason of an official position held at UTA or while carrying out UTA duties. The employee should consult with UTA's Records Manager regarding the classification of information.

#### J. Political Activity

UTA employees may not:

1. Be candidates for Public Office unless the employee takes a leave of absence from UTA while a candidate for office.
2. Use official authority or influence to interfere with or affect the results of an election or nomination,
3. Directly or indirectly coerce contributions from subordinates in support of a political party, candidate, ballot issue, or political campaign, or
4. Use UTA facilities or equipment to promote a candidate for public office.

#### K. Restrictions Related to Former Employees

The Board of Trustees must approve the award of any contract or amendment for any goods or services with entities that hire former employees or who are represented by former employees where the former employee left UTA employment within the previous 12 months. The contract or amendment should not be approved if there is a strong appearance that hiring the former UTA employee has given or would give the Company an unfair competitive advantage in either receiving the contract or in the performance and management of the contract. The Chief Procurement Officer will provide a recommendation for consideration by the Board of Trustees.

#### L. Fraud

1. Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Any irregularity that is detected or suspected must be reported in

line with section M (Reporting Suspected Ethical or Fraud Violations).

2. Employees will not misuse UTA's assets for personal gain or willfully misappropriate the Authority's assets. Employees found to be engaging in fraudulent activities or theft may be subject to employment action up to and including termination.
3. Actions constituting fraud include, but are not limited to:
  - a. Misappropriation of funds, securities, supplies, or other assets
  - b. Impropriety in the handling or reporting of money or financial transactions
  - c. Profiteering as a result of insider knowledge of company activities
  - d. Disclosing confidential and proprietary information to outside parties
  - e. Accepting or seeking anything of value from contractors, vendors, or persons providing services/goods to UTA that is in contradiction with the Ethics Policy
  - f. Destruction, removal, or inappropriate use of records, assets, or other equipment

#### M. Reporting Suspected Ethical or Fraud Violations

1. Employees must report suspected ethics or fraud violations. Any employee having knowledge or reasonable suspicion of ethical violations has a responsibility to report such improprieties via one of the channels identified in 3)M.2.a. of this Policy. The reports should include as much information as possible. The following suspected improprieties that should be reported include, but are not limited to:
  - a. Procurement fraud or collusion involving contracts or purchases with UTA contractors, subcontractors, or Vendors
  - b. Abuse, embezzlement, or theft of UTA property or funds
  - c. Bribery and acceptance of gratuities or other benefits in connection with UTA operations or transactions with Vendors, contractors, and subcontractors
  - d. Misuse of an employee's official position through acceptance of Gifts
  - e. Conflicts of Interest, such as an employee doing business with UTA under a different name
  - f. Other unethical or illegal activities involving UTA property, employees, contractors, subcontractors or Vendors, such as check fraud or violation of computer crime statutes
  - g. Participation in a UTA matter in which the employee has a Personal Financial Interest
2. Investigation Procedures
 

UTA will investigate all reported ethical violations. An administrative investigation may be performed by either Human Resources, Civil Rights, or Internal Audit, depending on the nature of the ethical violation. UTA Legal Services will support the investigating department in the investigation process. Investigations will be conducted in the strictest confidence, and witnesses participating in those investigations will be protected from disclosure to the extent allowed by law. Where deemed appropriate, the investigator may consult with UTA Legal Services for advice and counsel which may also protect the investigative process under the Attorney-Client Privilege.

  - a. Reporting Ethical Violations. Ethics violations may be reported in the following ways:
    1. Anonymous Ethics Hotline (See 3) M.2.b. of this Policy
    2. Ethics violations link on the UTA intranet
    3. Employee's manager (If the incident is reported to the employee's manager, the

manager must report the incident to the Ethics Officer or UTA Legal Services immediately).

4. Ethics Officer
  5. UTA Legal Services
  6. Human Resources Department
  7. Civil Rights Department
- b. Anonymous Ethics Hotline
1. The Ethics Hotline is established by UTA through a third-party vendor that provides a means for employees to anonymously report serious concerns relating to unethical conduct.
  2. The vendor maintaining the Ethics Hotline will not disclose the identity of a Reporter to anyone in UTA, if the employee wishes to remain anonymous.
  3. All concerns reported on the Ethics Hotline will be reviewed.
    - a. The action taken by UTA in response to a report will depend on the nature of the concern.
    - b. Initial inquiries will be made to determine whether an investigation is appropriate and, if so, the form that it should take. Some concerns may be resolved without the need for an investigation.
    - c. If an investigation is appropriate, it will be assigned to an internal or external investigator who will conduct an investigation and make findings.
  4. The malicious use of the Ethics Hotline will be investigated and may result in disciplinary action.
  5. Concerns relating to unethical conduct should be reported in one of the following ways:
    - a. Website: [www.lighthouse-services.com/rideuta](http://www.lighthouse-services.com/rideuta)
    - b. English speaking: 833-940-0009
    - c. Spanish speaking: 800-216-1288 iv. E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include UTA's name with report)
    - d. Fax alternative for written documents: 215-689-3885 (must include UTA's name with report)
  6. Reports should provide sufficient information to establish that there are grounds for a concern. In addition, concerns should be reported as soon as possible because the earlier a concern is expressed, the earlier it will be to provide a meaningful review of it.

#### N. Retaliation Prohibited

1. An employee who in good faith makes a report of fraud, waste, abuse, unethical, illegal conduct and violations of UTA policies will not be retaliated against for making a Report.
2. Witnesses who participate in good faith in investigations into fraud, waste, abuse, unethical, illegal conduct, and violations of UTA policies will not be retaliated against.
3. Any good faith Report, concern, or complaint is fully protected by this Policy, even if the Report, concern, or complaint is not substantiated after an investigation.
4. For ethical concerns raised in good faith, a Garrity warning will not be used with UTA Police Officers to determine the identity of an anonymous complaint.

5. Upon the request of the Reporter, UTA will use its best efforts to protect the confidentiality of a Reporter.

O. Ethics Violations

1. An employee violating this Policy will be subject to disciplinary action as set forth in UTA's Positive People Management policy.
2. The Ethics Policy is intended to be simple and reasonable. A claim of lack of knowledge or understanding of the policy will not be accepted as an excuse for ethical violations. If an employee is uncertain whether an action will violate the Ethics Policy, the employee should contact UTA Legal Services or the Ethics Officer before taking the action. The decision tree attached as Appendix A provides a tool for assessing ethical considerations prior to making a decision that could result in an ethical violation.

P. Ethics Training

Each employee of UTA must periodically complete an ethics training program approved by the Ethics Officer and, by the deadline set by the Ethics Officer, certify that such training has been completed. Employees will receive written notification informing them when they must complete Ethics training.

1. Guidelines Regarding Ethics
  - a. The following guidelines can also help make ethical decisions that may not be addressed by the policy:
    1. Put loyalty to the highest moral principles above loyalty to persons or organizations.
    2. Uphold the constitution, laws, and legal regulations of the United States.
    3. Give a full day's labor for a full day's pay.
    4. Seek and employ more efficient and economical ways of accomplishing tasks.
    5. Never discriminate unfairly by dispensing of special favors or privileges to anyone whether for remuneration or not.
    6. Never accept favors or benefits under circumstances which a reasonable person might construe as influencing the performance of the employee's duties.
    7. Never use any information received confidentially in the performance of duties as a means for making private profit for themselves, friends, or family.
    8. Report corruption wherever discovered or suspected.

4) Cross-References.

- Utah Code §67-16-1 Utah Public Officers' and Employees' Ethics Act
- Utah Code 63G-6a-2404 Utah Procurement Code – Unlawful Conduct
- Utah Code 52G-6a-2402 Utah Procurement Code – Prohibition of Using Public Office for Personal Financial Gain
- Utah Code 17B-2a-804(2)(c)(d) – Public District Transit Act Restrictions
- Board Policy 1.2 Ethics
- UTA.02.07 Travel
- UTA.05.05 Hardship Recognition
- Corporate Policy No. 1.1.1 – Charitable Solicitations.
- Corporate Policy No. 6.1.1 – Employee Expectations

- Corporate Policy No. 6.3.1 – Positive People Management.

This UTA Policy was reviewed by UTA’s Chief Officers on 11/01/2023, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

DocuSigned by:

*Mike Hurst*

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Mike Hurst, Director Internal Audit  
Accountable Executive

\_\_\_\_\_  
Jay Fox  
Executive Director

Approved as to form and content:

DocuSigned by:

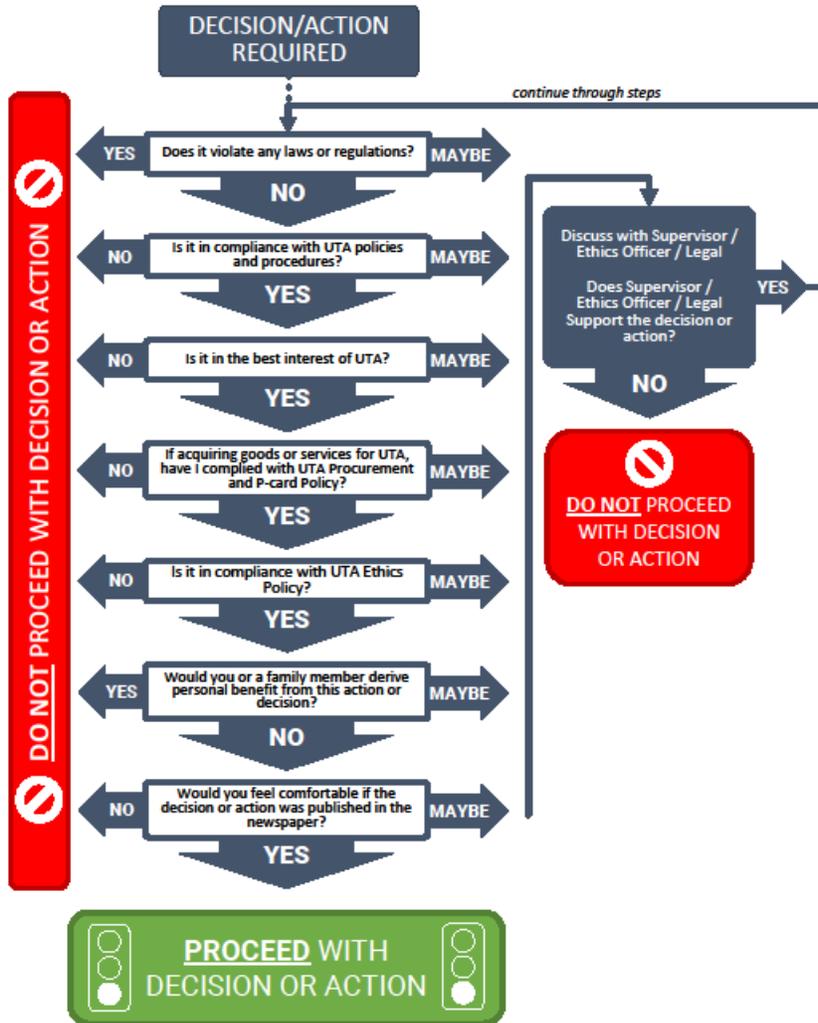
*Mike Bell*

70E33A415BA44F6...  
Counsel for the Authority

### History

Date	Action	Owner
11/23/2003	Revised – Ethics SOP	
12/5/2005	Revised – Ethics SOP	
5/3/2016	Revised, Renamed, and Converted from an SOP to Corporate Policy 1.1.11 Ethics	
12/5/2017	Revised - Corporate Policy 1.1.11 Ethics	
5/29/2019	Revised - Corporate Policy 1.1.11 Ethics	Ethics Officer
4/29/2020	Revised UTA Policy 1.1.11 and rescind Corporate Policies 1.1.33 – Whistleblower Protection Policy and 6.1.13 – Anti Fraud Policy (which were included in Revised UTA Policy 1.1.11)	Ethics Officer
6/23/2021	Board Approved – UTA.01.01 Ethics UTA Policy	Ethics Officer
6/23/2021	Renumbered from 1.1.11 Ethics UTA Policy to UTA.01.01 Ethics UTA Policy	Ethics Officer
6/24/2021	Adopted - UTA.01.01 Ethics UTA Policy	Ethics Officer
	Rescinded – UTA.01.01 Ethics UTA Policy	Ethics Officer
	Board Approved – UTA.01.01 Ethics UTA Policy	Ethics Officer
	Adopted - UTA.01.01 Ethics UTA Policy	Ethics Officer

### Appendix A



## UTAH TRANSIT AUTHORITY POLICY

### POLICY

#### No. UTA.01.01

### ETHICS

1) Purpose.

~~The integrity of UTA and its employees should be beyond reproach as UTA fulfills its obligations to be a good steward of taxpayer-funded resources. Accordingly, this Ethics and Ethics Reporting Policy establishes standards of conduct that conform to state and federal ethics laws and UTA expectations for ethical behavior. This Ethics and Ethics Reporting Policy sets forth processes for the disclosure and review of circumstances that might raise potential ethical concerns. It also establishes a mechanism for reporting ethical concerns and protecting employees who report such concerns in good faith. This Ethics Policy applies to all employees, part-time and full-time. It is based around the fundamental principles of integrity, accountability and transparency which must govern any agency which is a steward of public funds. Every situation encountered by a UTA employee may not be addressed in this policy, but the litmus test must always be that no UTA employee should ever use his or her position at UTA to further a personal financial interest. The Utah Transit Authority (UTA) is committed to upholding the highest standards of integrity, accountability, and transparency. For expectations for ethical conduct. Our primary goal is to ensure that no employee utilizes their position at UTA for personal financial as a steward of taxpayer-funded resources. This Ethics and Ethics Reporting Policy aligns with state and federal ethics laws, outlining UTA on~~

2) Definitions.

*“Business Relationship” or “Doing Business With”* means an entity or individual who has or is seeking a contract with UTA, seeks or receives grant funding from UTA, provides grant funding to UTA, receives payments for goods or services from UTA, or for whom UTA pays for goods or services.

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*“Conflict of Interest”* means a personal or economic interest, outside employment, outside interest or other circumstance or relationship that impairs an employee’s ability to discharge ~~his or her~~ their duties in a legal and an ethical manner consistent with the best interests of UTA. the

Authority.

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“*Designated Employee*” means ~~an employee positions~~ identified by the Executive Director to complete financial disclosure forms. At a minimum, Designated Employees ~~shall~~ will include UTA’s Executive Director, Secretary to the Board of the Authority, Director of Internal Audit, Comptroller, Treasurer, and Chief Officers.

“*Employee*” means any part-time or full-time employee of UTA.

“*Ethics Committee*” means a committee composed of the Ethics Officer, ~~Compliance Officer~~ Legal Counsel ~~as appointed by the Executive Director,~~ and an Executive appointed by the Executive Director. In the event that the Executive appointed by the Executive Director is involved in a matter brought before the Ethics Committee, then the Executive Director ~~shall~~ will sit with the Ethics Committee in such Executive’s stead.

“*Ethics Officer*” means the individual appointed by the Board of Trustees to act in that capacity on behalf of the Authority. The current appointment is the Director of Internal Audit.

~~“*Compliance Officer*” means an individual appointed by the Executive Director to carry out the duties identified in this policy.~~

“*Executive*” means the Executive Director or any Chief Officer.

“*Form*” means Financial Disclosure Report.

“*Fraud*” means the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets.

“*Gift*” or “*Gratuity*” means:

- A. Anything of economic value that is paid, loaned, granted, given, donated, or transferred to any employee by anyone outside of UTA.
- B. Gift does not include:
  1. ~~Snack items items Snacks~~ or beverages (but not meals) of Nominal Value provided in the ordinary course of business meetings,
  2. Unsolicited advertising or hospitality materials such as pens, pencils, ~~note pads notepads,~~ calendars, toys, trinkets, or other items given for advertising or hospitality purposes and other business related items of Nominal Value
  3. Items given to employees by individuals with long-standing social or family relationships, under circumstances that make it clear the relationship, rather than the employee’s position at UTA, is the motivating factor. ~~(receipt of such Gifts must be reported to a Supervisor immediately);~~ and
  4. Items of Nominal Value made available to the general public or all attendees at a conference or event.

“*Investment Property*” means a rental or commercial real property.

~~“Legal Counsel” means Utah Attorney General employees assigned to UTA.~~

“UTA Legal Services” means an Assistant Attorney General assigned to provide legal services to UTA.

“Local Official” means an elected member of a local government. It also means an individual appointed to or employed in a position in a local government if that individual occupies a policymaking position, makes purchasing or contracting decisions, drafts ordinances or resolutions, ~~drafts~~, makes rules, determines rates or fees, or makes adjudicative decisions. A Local Official also means the immediate family members of individuals described in this definition.

~~“Meals Provided in the Ordinary Course of Business Meetings” means meals that are paid for by a third party and provided to a group of individuals including UTA employees who are jointly working on a UTA related matter. The cost of these meals accepted by a UTA employee must be limited to \$25.00 per occasion and \$50.00 per 12-month rolling calendar year from any specific vendor. These meals must never be solicited nor accepted from a current or potential vendor or with the intent to allow any type of influence on a procurement decision or action.~~

~~Meals provided for a purely social purpose outside the actual business meeting are not considered to have been provided in the ordinary course of business. Payment for such meals by a UTA vendor is considered a gift and therefore unacceptable.~~

~~“Nominal Value” shall mean having a market value of no more than \$10.00 and an aggregate value in a calendar year of no more than an aggregate value of \$50.00 in a single calendar year from any specific vendor.~~

~~“Outside Employment” shall mean employment by another employer as well as self-employment.~~

~~“Personal Financial Interest” means any type of a financial interest consisting of cash, real estate, securities, potential employment or offer of employment, contract, or other item of tangible dollar value whether held by the employee, the employee’s spouse, or other immediate family member.~~

~~“Public Office” means any position obtained as a result of a partisan general or special election whose duties overlap an area served by UTA.~~

~~“Report” means a concern ~~reported~~ brought forward by a UTA employee.~~

~~“Reporter” means an employee reporting a concern.~~

“UTA” or “Authority” means Utah Transit Authority.

“Vendor” means an entity that currently has a Business Relationship with UTA, is seeking a Business Relationship with UTA, or is reasonably likely to seek or form a Business Relationship with UTA in the future.

### 3) Policy.

## A. Conflicts of Interest Generally

It is vital to the proper operation of UTA for employees to avoid not only actual Conflicts of Interest but also those situations that may be reasonably perceived by others as a Conflict of Interest. Accordingly, no employee ~~shall will make or~~ participate by way of evaluation, recommendation, or approval, in the making of any decision regarding UTA with respect to any matter in which the employee has any Personal Financial Interest. Potential Conflicts of Interest could exist ~~in regard to regarding~~ outside interests, financial interests, and/or outside employment. Any employee who has an actual or apparent Conflict of Interest must immediately report the nature of such interest to a Senior Manager and/or Director in the employee's supervisory chain and also to the Ethics Officer. Designated Employees must also disclose such actual or potential Conflicts of Interest in the Form described in Section F of this Policy.

## B. Outside Financial Interests and Employment

### 1. General

- a. Employees are prohibited from engaging in business or other activities that may create a conflict of interest with their employment ~~of at~~ UTA.
- b. Employees should refrain from engaging in any outside endeavor or activity which is likely to require or induce the employee to disclose Controlled, Private, or Protected Information gained by reason of UTA employment.
- c. Employees are prohibited from accepting other employment or engaging in other activities that might impair independent judgment or ethical performance of assigned UTA duties.
- d. Employees are prohibited from participating in or receiving compensation for any transaction between UTA and a business entity in which an employee is an officer, director, or possesses a Personal Financial Interest.
- ~~e. Employees are prohibited from using non-public information gained through their position for personal enrichment or advantage.~~

### 2. Disclosure of Personal Financial Interest

Employees must disclose a Personal Financial Interest in any entity which currently conducts or is likely to conduct business in the transit industry. The disclosure must be made to both a Senior Manager and/or Director in the employee's supervisory chain and also to the Ethics Officer. The Ethics Officer will present the issue to the Ethics Committee for review and recommendation. The employee's Senior Manager and/or Director along with the Ethics Committee will evaluate the Personal Financial Interest to determine if it creates a Conflict of Interest between the private interest and the employee's duties at UTA and ~~shall will~~ also determine if mitigation actions are required. Mitigation actions may include; but are not limited to, divestiture of the financial interest or adjustment of the employee's UTA duties.

### 3. Prospective Outside Employment

Any employee seeking outside employment must avoid conflicts of interest between themselves, UTA, and the prospective employer. In order to avoid actual and potential conflicts, any employee seeking, applying for, or having immediate intentions ~~to~~ apply for a position with an outside employer may not, as an employee of UTA, make recommendations, advise, approve, negotiate, or use their influence in any dealings that involve the prospective employer. In such matters, it is imperative that the employee ~~must~~ recuse ~~himself or herself~~ themselves. ~~Any exception to this policy must be approved by the Executive Director. Approval shall will only be given if the recusal of the employee does not impede UTA mission accomplishment and is in the best interest~~

~~of UTA.~~

### ~~Outside Employment~~

Employees may engage in Outside Employment in addition to their UTA employment subject to the following restrictions:

- a. Outside Employment may not compete or conflict with or compromise UTA's interests or adversely affect the employee's job performance.
  - b. Employees ~~shall~~will not perform Outside Employment during working time paid for by UTA.
  - c. Employees ~~shall~~will not use UTA resources, including but not limited to facilities, technology resources, tools, etc., to perform Outside Employment.
  - d. Employees ~~shall~~will not disclose UTA's Confidential Information to outside employers.
  - e. Full Disclosure Required – Since any outside employment by a UTA employee carries the potential for a conflict of interest to arise, all outside employment must be disclosed to an employee's senior manager and/or director. If the senior manager and/or director believes that a conflict of interest either exists or is likely to arise, the senior manager and/or director ~~shall~~will provide the information to the Ethics Officer who ~~shall~~will, in turn, provide such information to the Ethics Committee. The Ethics Committee ~~shall~~will evaluate the outside employment and make a determination as to whether a conflict of interest exists or is likely to arise and also whether mitigation actions are required. Mitigation actions include, but are not limited to, direction to the employee to discontinue the outside employment or adjustment of the employee's UTA job duties to avoid the conflict of interest.
4. Coordination with Supply Chain Organization  
The Ethics Officer ~~shall~~will inform the Supply Chain Senior Manager about any circumstances where an employee has a financial interest, outside employment, or is conducting employment discussions with a UTA Vendor that is deemed an actual or perceived conflict of interest. The Procurement Division of the Supply Chain Management Organization ~~shall~~will utilize this information in taking appropriate measures to ensure that no UTA procurement action is tainted by a conflict of interest.
5. Public Officer  
An employee who is a Candidate for Public Office must provide copies of all state or federal required financial disclosures to UTA's Ethics Officer within seven days of the deadline for submitting the disclosures. If a state or federal financial disclosure is not required, an employee who is a Candidate for Public Office must submit a list of campaign donors to UTA's Ethics Officer on a monthly basis during the period the employee is a Candidate.
6. ~~Executive~~ Investment Property Ownership  
An Executive's ~~or officer of the board with~~ownership of investment property within a ~~0.5-mile~~0.5-mile radius, ~~as the crow flies,~~ from any Front Runner, TRAX station, or ~~transit-oriented~~transit-oriented development will be considered to be a potential Conflict of Interest requiring disclosure and then evaluated by the Ethics Committee. The ownership of investment property within a 0.5-mile radius of a bus stop is not considered to be a potential Conflict of Interest. The ownership of a primary residence within a ~~0.5-mile~~0.5-mile radius, ~~as the crow flies,~~ is not considered to be a conflict of interest.

C. Gifts or Gratuities to Employees

1. It is a criminal offense under Utah law for an employee to receive, accept, offer, or agree to receive or accept, or ask for a promise or pledge of a gift or kickback from a Vendor if done with the intent to influence any of the following actions by UTA:
  - a. Award a contract or grant;
  - b. Make a procurement decision;
  - ~~2.~~ Take an action relating to the administration ~~of~~ of a contract or grant.
    - c.
- ~~3.~~ 2. Even where the employee does not have the specific intent described in the preceding paragraph, a UTA employee may not knowingly receive, accept, take, seek or solicit (either for the employee or for another person or entity) a Gift of any value from a Vendor.
- ~~4.~~ 3. Gifts that are perishable or not practical to return may be shared with co-workers on an occasional basis, but notice should be provided to the source of the Gift that future gifts should not be provided to any UTA employee.
- ~~5.~~ 4. If an employee receives a prohibited Gift, the employee may return the Gift or pay its fair market value to the person or entity providing the Gift.
5. For purposes of ~~this~~ the gift restrictions described in this Policy, "Employee" also includes the employee's family members.

D. Items Received from Family Members or Based on Social Relationships

Receipt of items above a nominal value from a Vendor or other entity that could potentially benefit from UTA decision or action should be reported to the Ethics Officer.

~~D.~~ E. Meals for Employees

Subject to certain exceptions described below, an employee may not accept any meals from a Vendor. Under no circumstances ~~shall~~ will an employee solicit or accept a meal with the intent to allow acceptance of the meal to affect a ~~procurement-related~~ procurement-related decision. Any meals with vendors should be paid for with UTA funds, by direct payment, reimbursement to the vendor, or reimbursement to the employee if paid with private funds.

1. Nevertheless, an employee may accept a meal offered under the following ~~e~~ conditions:
  - ~~a.~~ Meals Provided in the Ordinary Course of Business Meeting (as defined in the Definitions Section)
  - ~~b.~~ a. The meal is part of a conference or event in which:
    1. The cost of the meal is included in the normal registration fee paid by UTA on behalf of the employee, or;
    2. The employee has been invited by another entity to participate in the conference or event, such as receiving an award or recognition for public service; or
    3. The employee has been asked by UTA to represent UTA at the conference or event.
  - ~~e.~~ b. The meal is offered as part of a normal business meeting or event between UTA and the following entities and is generally made available to all participants:
    1. A government entity, such as a city or county
    2. An organization or association, including a professional or educational

association, or an association of vendors, such as American Public Transportation Association (APTA), etc. ~~the Chamber of Commerce~~

3. An association composed of public agencies or public entities that does not as an organization or association respond to solicitations.

~~D.C.~~ Employees who are required to pay for work-related meals under this Policy should seek reimbursement pursuant to ~~Policy No. 1.1.8~~ UTA Travel and Reimbursement Policy.

#### E.F. Meals and Gifts to Local Officials

1. UTA employees ~~shall~~will only provide meals and gifts to Local Officials under one of the following circumstances:
  - a. Food or beverage has a value less than the daily meal allowance for in-state travel contained in the Utah State Food Reimbursement Rate found at Utah Administrative Code R25-7-6. Food or beverage provided at an event, tour, or a meeting where the Local Official is giving a speech, participating in a panel discussion, or presenting or receiving an award.
  - b. The item to be provided has a value of less than \$10. (This amount is applicable to only non-food and beverage items).

#### F.G. Financial Disclosures.

1. Designated Employees must submit a Form as follows:
  - a. Within thirty days from the date of hire, and each calendar year on or before October 31 throughout the term of employment, all Designated Employees ~~shall~~will complete and sign a Form. The current Form is available on the UTA Intranet (~~utonet~~SharePoint) on the Internal Auditor's site at: [https://rideuta.sharepoint.com/sites/Internal\\_Audit](https://rideuta.sharepoint.com/sites/Internal_Audit) ~~http://utonet/administration/departments/internalaudit~~
  - b. Designated Employees ~~shall~~will provide a copy of the Form to the Ethics Officer.
  - c. ~~Form~~ ~~The template~~ completed financial disclosure is classified as Public Records.
  - d. Notification of requirements or failure to respond ~~shall~~will be given by e-mail (with a copy to the employee's supervisor), with a 5-business day opportunity to file a Form.
  - e. Failure to completely fill out, sign, and return a Form, by the extended deadline described immediately above, ~~shall~~will be cause for employment action, up to and including termination as determined by the Ethics Committee.
  - f. Designated Employees must complete a new Form within 10 business days of:
    - (i) the occurrence or discovery of any new actual or apparent Conflict of Interest arising since the most recent Form; or
    - (ii) any material change in the information previously disclosed in the most recently completed Form.
2. Review of Forms
  - a. All Forms submitted by UTA employees ~~shall~~will be reviewed - in confidence - by ~~one of the following: Director of Internal Audit or designee and Legal Counsel~~ Compliance Officer ~~UTA Legal Services~~.
  - b. If a reviewer determines that there may be a Conflict of Interest disclosed in a Form, the reviewer ~~shall~~will submit the Form to another reviewer for review. The two reviewers ~~shall~~will then meet and confer regarding the potential Conflict of Interest. If the two reviewers agree that there is a Conflict of Interest, the two reviewers

~~shall~~will confidentially report the conflict to the Ethics Committee. The Ethics Committee ~~shall~~will arrange a meeting with the individual filing the Form, to clarify and discuss the conflict. The Ethics Committee ~~shall~~will then determine the appropriate action. Such action may include, by way of example only:

1. Directing the employee to divest the conflicting asset, liability, position, or agreement;
  2. Requiring the employee to be ~~walled-off~~walled off and segregated from any communication about, or work on, the conflicting UTA issue; ~~or~~
  3. Terminating the employee.
3. Ethics Committee Review. The Ethics Committee ~~shall~~will meet on an as-needed basis to discuss potential conflicts of interest or violations of the Policy.

#### ~~G.H.~~H. Requests for Donations

1. UTA employees may not solicit donations from Vendors that exclusively benefit UTA employees. For example, employees may not solicit donations for UTA social functions.
2. Employees may solicit donations from Vendors for functions that benefit the community. For example, employees may solicit donations supporting Disadvantaged Business Enterprise workshops offered to business owners along the Wasatch Front.
- ~~3.—This Policy does not apply to contributions solicited from UTA employees under Policy 4.3. 4.1.1—the Charitable Solicitations policy.~~

#### ~~H.I.~~I. Disclosures of Information

Employees are prohibited from disclosing or improperly using Controlled, Private or Protected Information acquired by reason of an official position held at UTA or while carrying out UTA duties. The employee should consult with UTA's Records Manager regarding the classification of information.

#### ~~H.J.~~J. Political Activity

UTA employees may not:

1. Be candidates for Public Office unless the employee takes a leave of absence from UTA while a candidate for office.
2. Use official authority or influence to interfere with or affect the results of an election or nomination,
3. Directly or indirectly coerce contributions from subordinates in support of a political party, candidate, ballot issue, or political campaign, or
4. Use UTA facilities or equipment to promote a candidate for public office.

#### ~~J.K.~~K. Restrictions Related to Former Employees

The Board of Trustees must approve the award of any contract or amendment for any goods or services with entities that hire former employees or who are represented by former employees where the former employee left UTA employment within the previous 12 months. The contract or amendment should not be approved if there is a strong appearance that hiring the former UTA employee has given or would give the Company an unfair competitive advantage in either receiving the contract or in the performance and management of the contract. The Chief Procurement Officer ~~shall~~will provide a recommendation for

consideration by the Board of Trustees.

~~K.L.~~ Fraud

1. Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Any irregularity that is detected or ~~suspect~~ suspected must be reported in line with section ~~L.M.~~ (Reporting Suspected Ethical or Fraud Violations).
2. Employees ~~shall~~ will not misuse UTA's assets for personal gain or willfully misappropriate the Authority's assets. Employees found to be engaging in fraudulent activities or theft may be subject to employment action up to and including termination.
3. Actions constituting fraud include, but are not limited to:
  - a. Misappropriation of funds, securities, supplies, or other assets
  - b. Impropriety in the handling or reporting of money or financial transactions
  - c. Profiteering as a result of insider knowledge of company activities
  - d. Disclosing confidential and proprietary information to outside parties
  - e. Accepting or seeking anything of value from contractors, vendors, or persons providing services/goods to UTA that is in contradiction with the Ethics Policy
  - f. Destruction, removal, or inappropriate use of records, assets, or other equipment

~~L.M.~~ Reporting Suspected Ethical or Fraud Violations

1. Employees must report suspected ethics or fraud violations. Any employee having knowledge or reasonable suspicion of ethical violations has a responsibility to report such improprieties via one of the channels identified in ~~(L)(B2)(e)3~~ M.2.a. of this Policy. The reports should include as much information as possible. The following suspected improprieties that should be reported include, but are not limited to:
  - a. Procurement fraud or collusion involving contracts or purchases with UTA contractors, subcontractors, or Vendors
  - b. Abuse, embezzlement, or theft of UTA property or funds
  - c. Bribery and acceptance of gratuities or other benefits in connection with UTA operations or transactions with Vendors, contractors, and subcontractors
  - d. Misuse of an employee's official position through acceptance of Gifts
  - e. Conflicts of Interest, such as an employee doing business with UTA under a different name
  - f. Other unethical or illegal activities involving UTA property, employees, contractors, subcontractors or Vendors, such as check fraud or violation of computer crime statutes
  - g. Participation in a UTA matter in which the employee has a Personal Financial Interest
2. Investigation Procedures  
UTA will investigate all reported ethical violations. An administrative investigation may be performed by either Human Resources, Civil Rights, or Internal Audit, depending on the nature of the ethical violation. ~~The Ethics? Compliance Officer~~ UTA Legal Services will support the investigating department in the investigation process. Investigations will be conducted in the strictest confidence, and witnesses participating in those investigations ~~shall~~ will be protected from disclosure to the extent allowed by law. Where deemed appropriate, the investigator may consult with ~~UTA legal counsel~~ UTA Legal Services for advice and counsel which may also protect the investigative process under

the Attorney-Client Privilege.

- a. Reporting Ethical Violations. Ethics violations may be reported in the following ways:
  1. Anonymous Ethics Hotline (See 3) M.2.b. of this Policy
  2. Ethics violations link on the UTA intranet
  3. Employee's manager (If the incident is reported to the employee's manager, the manager must report the incident to the Ethics Officer or ~~Compliance Officer~~ UTA Legal Services immediately).
  4. Ethics Officer
  5. ~~Compliance~~ UTA Legal Services ~~Officer~~
  6. Human Resources Department
  7. Civil Rights Department
- b. Anonymous Ethics Hotline
  1. The Ethics Hotline is established by UTA through a third-party vendor that provides a means for employees to anonymously report serious concerns relating to unethical conduct.
  2. The vendor maintaining the Ethics Hotline will not disclose the identity of a Reporter to anyone in UTA, if the employee wishes to remain anonymous.
  3. All concerns reported on the Ethics Hotline will be reviewed.
    - a. The action taken by UTA in response to a report will depend on the nature of the concern.
    - b. Initial inquiries will be made to determine whether an investigation is appropriate and, if so, the form that it should take. Some concerns may be resolved without the need for an investigation.
    - c. If an investigation is appropriate, it will be assigned to an internal or external investigator who will conduct an investigation and make findings.
  4. The malicious use of the Ethics Hotline will be investigated and may result in disciplinary action.
  5. Concerns relating to unethical conduct should be reported in one of the following ways:
    - a. Website: [www.lighthouse-services.com/rideuta](http://www.lighthouse-services.com/rideuta)
    - b. English speaking: 833-940-0009
    - c. Spanish speaking: 800-216-1288 iv. E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include UTA's name with report)
    - d. Fax alternative for written documents: 215-689-3885 (must include UTA's name with report)
  6. Reports should provide sufficient information to establish that there are grounds for a concern. In addition, concerns should be reported as soon as possible because the earlier a concern is expressed, the earlier it will be to provide a meaningful review of it.

~~M.N.~~ Retaliation Prohibited

1. An employee who in good faith makes a report of fraud, waste, abuse, unethical, illegal conduct and violations of UTA policies will not be retaliated against for making a Report.

2. Witnesses who participate in good faith in investigations into fraud, waste, abuse, unethical, illegal conduct, and violations of UTA policies will not be retaliated against.
3. Any good faith Report, concern, or complaint is fully protected by this Policy, even if the Report, concern, or complaint is not substantiated after an investigation.
4. For ethical concerns raised in good faith, a Garrity warning will not be used with UTA Police Officers to determine the identity of an anonymous complaint.
5. Upon the request of the Reporter, UTA will use its best efforts to protect the confidentiality of a Reporter.

~~N.O.~~        Ethics Violations

1. An employee violating this Policy will be subject to disciplinary action as set forth in ~~Policy 6.3.1~~ UTA's Positive People Management policy.
2. The Ethics Policy is intended to be simple and reasonable. A claim of lack of knowledge or understanding of the policy will not be accepted as an excuse for ethical violations. If an employee is uncertain whether an action will violate the Ethics Policy, the employee should contact ~~the UTA Legal Services Compliance Officer~~ or the Ethics Officer before taking the action. The decision tree attached as Appendix A provides a tool for assessing ethical considerations prior to making a decision that could result in an ethical violation.

~~O.P.~~        Ethics Training

Each employee of UTA must periodically complete an ethics training program approved by the Ethics Officer and, by the deadline set by the Ethics Officer, certify that such training has been completed. Employees will receive written notification informing them when they must complete Ethics training.

1. Guidelines Regarding Ethics
  - a. The following guidelines can also help make ethical decisions that may not be addressed by the policy:
    1. Put loyalty to the highest moral principles above loyalty to persons or organizations.
    2. Uphold the constitution, laws, and legal regulations of the United States.
    3. Give a full day's labor for a full day's pay.
    4. Seek and employ more efficient and economical ways of accomplishing tasks.
    5. Never discriminate unfairly by dispensing of special favors or privileges to anyone whether for remuneration or not.
    6. Never accept favors or benefits under circumstances which a reasonable person might construe as influencing the performance of the employee's duties.
    7. Never use any information received confidentially in the performance of duties as a means for making private profit for themselves, friends, or family.
    8. Report corruption wherever discovered or suspected.

~~P.~~ Report to Board of Trustees

~~The Ethics Officer shall will report on this Policy to the Board of Trustees as requested.~~

4) Cross-References.

- Utah Code §67-16-1 Utah Public Officers' and Employees' Ethics Act
- Utah Code 63G-6a-2404 Utah Procurement Code – Unlawful Conduct

- Utah Code 52G-6a-2402 Utah Procurement Code – Prohibition of Using Public Office for Personal Financial Gain
- Utah Code 17B-2a-804(2)(c)(d) – Public District Transit Act Restrictions
- Board Policy 1.2 Ethics
- UTA.02.07 Travel UTA
- UTA.05.05 Hardship Recognition
- Corporate Policy No. 1.1.1 – Charitable Solicitations.
- Corporate Policy No. 6.1.1 – Employee Expectations
- Corporate Policy No. 6.3.1 – Positive People Management.

This UTA Policy was reviewed by UTA’s Chief Officers on \_\_\_\_\_, 11/01/2023, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

\_\_\_\_\_  
 Mike Hurst, Director Internal Audit  
 Accountable Executive  
 Approved as to form and content:

\_\_\_\_\_  
 Jay Fox  
 Executive Director

\_\_\_\_\_  
 Counsel for the Authority

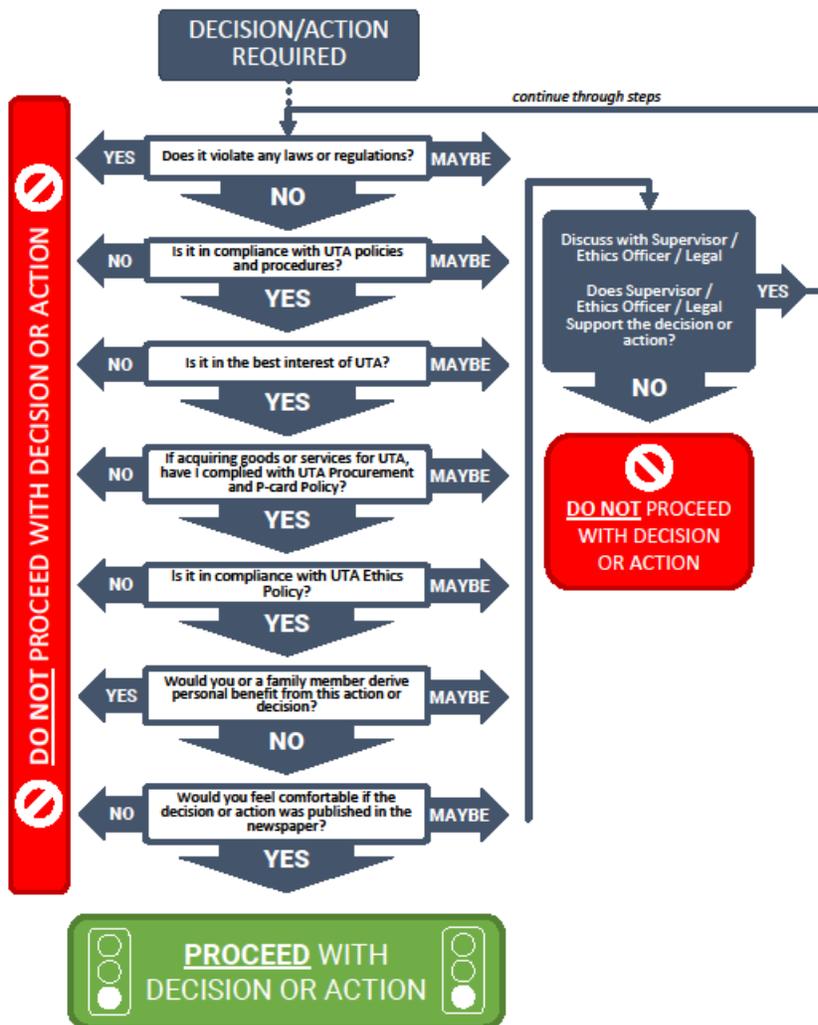
**History**

Date	Action	Owner
11/23/2003	Revised – Ethics SOP	
12/5/2005	Revised – Ethics SOP	
5/3/2016	Revised, Renamed, and Converted from an SOP to Corporate Policy 1.1.11 Ethics	
12/5/2017	Revised - Corporate Policy 1.1.11 Ethics	
5/29/2019	Revised - Corporate Policy 1.1.11 Ethics	Ethics Officer
4/29/2020	Revised UTA Policy 1.1.11 and rescind Corporate Policies 1.1.33 – Whistleblower Protection Policy and 6.1.13 – Anti Fraud Policy (which were included in Revised UTA Policy 1.1.11)	Ethics Officer
6/23/2021	Board Approved – UTA.01.01 Ethics UTA Policy	Ethics Officer
6/23/2021	Renumbered from 1.1.11 Ethics UTA Policy to UTA.01.01 Ethics UTA Policy	Ethics Officer
6/24/2021	Adopted - UTA.01.01 Ethics UTA Policy	Ethics Officer
	<u>Rescinded – UTA.01.01 Ethics UTA Policy</u>	<u>Ethics Officer</u>
	Board Approved – UTA.01.01 Ethics UTA Policy	Ethics Officer
	Adopted - UTA.01.01 Ethics UTA Policy	Ethics Officer

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## Appendix A





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 12/6/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Viola Miller, Chief Financial Officer  
**PRESENTER(S):** Tim Merril, Assistant Attorney General  
Eric Barrett, Acting Comptroller  
Michael Goldman, Special Service Program Manager

**TITLE:**

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**UTA Fee Schedule**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational item for discussion

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**BACKGROUND:**

The governing body of UTA is required to approve all fees [17B-2a-808.1(2)(k)(i)]. Staff has partnered to gather fees across the departments of UTA to consolidate the information into a central schedule. The fee schedule resulted in five broad categories of fees: 1) Communications and Marketing, 2) Request for Records (GRAMA), 3) Public Safety, 4) Real Estate and Transit Oriented Development, and 5) Vanpool.

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**DISCUSSION:**

Staff will present the fee schedule for Board information and feedback. Information will include the legal requirements, types of fees, and the benefits of fee centralization.

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**ALTERNATIVES:**

The Board may direct staff to make changes to the proposed schedule

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**FISCAL IMPACT:**

The proposed fees may alter the revenue of UTA.

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**ATTACHMENTS:**

2021.11.15 - UTA Fee Schedule 2024 document

**UTAH TRANSIT AUTHORITY  
CUSTOMER FEE SCHEDULE 2024**

DRAFT

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## Communication & Marketing

Description	Fee
Application to film on UTA property	\$250
Application to film on UTA property (Student)	\$25
Location (1-5 people)	\$500
Location (6-10 people)	\$1,000
Location (11-15 people)	\$2,500
Location (15-20 people)	\$5,000
Safety Monitor	\$479
Police Officer	\$400
Vehicles	Varies
Bus-private use only	\$400
Ski Bus-private use only	\$600
Bus Rapid Transit-private use only	\$1,200
Trax-private	\$2,200
Frontrunner-private	\$3,000
After-hours Premium (6pm to midnight)	\$1,500
Weekend Premium	\$1,500
Rush Fee	\$500

## Request for Records (1 of 2)

### Government Records Access & Management Act (GRAMA) Request

Description	Fee
Reviewing a record to determine whether it is subject to disclosure: No Charge. If the quantity of subject records is extraordinary, other fees may apply.	Possible fees
Inspection of public records where no additional staff time is needed.	No charge
Copies for media: The Authority may fulfill a record request for an employee or representative of the print or electronic media demonstrating proper credentials within 5 working days of the request. If the request is large, extra time may be required. Standard copying fees will be charged.	Possible fees
Low/ No Income: The Authority to fulfill a record request for Persons without charge when the person making the request: 1) Files a sworn written affidavit with the Authority stating that the person is low/no income and cannot pay the fee or charge; 2) the person making the request is the real party in interest; and 3) that the request is not for a large number of records; and 4) the request does not require more than 30 minutes of staff time to assemble records responsive to the request	No charge
Government Entity: The Authority may waive the charging of a fee when the requesting person is another governmental entity or quasi-governmental entity with whom the Authority follows the practice, has a policy, or an agreement to waive similar fees on documents requested by the Authority.	Possible fees
<b>Records and associated fees*</b> (See Utah State Code §63G-2-203(2) et. Seq.):	
<b>Staff Time</b>	
If research, manipulation, or preparation of information is required (such as redaction, pixilation, voice alterations), exceeding 15 minutes of time, an hourly charge is assessed. The hourly rate will depend upon the lowest hourly rate of the employee with proper security clearance required to perform the task.	Staff hourly rate
Oversized copy and/or graphics	Actual cost of reproduction plus staff time to produce
Archived records retrieval, for retrieval of record(s) from a Records Retention Center or other storage location removed from the place of business of the department or division, which maintains the record(s).	\$25.00
<b>Police Records</b>	
Transit Police Reports and copies of Citations: Transit Police Reports will only be provided to the subject of the record, or individuals or entities providing an original notarized release from the subject of the record specifically allowing UTA to provide the private information	\$15.00 – additional fees may apply. See staff time.
<b>Electronic Records</b>	

## Request for Records (2 of 2)

### Government Records Access & Management Act (GRAMA) Request

Description	Fee
Video	\$25.00 – additional fees may apply. See staff time.
Per USB or Thumb Drive, plus staff time to scan the records to electronic format if necessary.	\$20.00 – additional fees may apply. See staff time.
<b>Physical Copies of Records</b>	
8 ½" x 11" black and white page of copy	.50 per page
8 ½" x 11" color copy	\$1.00 per page
11" x 17" black and white page of copy	\$1.00 per page
11" x 17" color copy	\$2.00 per page
Faxing documents	\$1.00 per page
<b>Other Items</b>	
Standard U.S. Postage Rates will apply to all requests.	Postage Rates
Per certification, if the record is required to be certified.	\$2.00

\*If costs associated with the request are anticipated to exceed \$50.00, pre-payment for the requested documents will be required. If the pre-payment amount exceeds the actual cost of producing the records, a refund of the amount difference will be generated. Additionally, if a requestor has not properly paid for previously received materials, the Authority will hold the current request until the outstanding payment is full for the prior requests is received, pursuant to Utah State Code §63G-2-203(8) et. Seq.

\*If a record has been previously provided to the requester, we are not required to fill requests for records that have already been provided, pursuant to Utah State Code §63G-2-201(1)(b)(i).

\*If records are copied at a bonded copy center, the actual cost of copying the document will be charged rather than the published rate above. This option is only available for records classified as "public" that are not subject to Federal regulations mandating the records be maintained on the Authority premises at all times.

## Public Safety (1 of 2)

Description	Fine
Citations/ordinance violations	varies
Fare Violation	\$50
Fare Violation second and subsequent offenses	\$90
Fail to Obey Instructions Posted By UTA	\$50
Park vehicle in area not designated as parking space	\$50
No person shall occupy more than one parking space or parking outside designated lines	\$50
No person shall park vehicle upon UTA premises for sole purpose of exhibiting such vehicle for sale	\$50
No person shall park vehicle in manner where vehicle blocks/restricts access to Boarding Zone, access ramp, marked pedestrian walkway, traffic lane	\$50
No person shall Interfere or disrupt the loading or unloading of passengers or UTA employees in a Boarding Zone	\$50
No person shall operate or board gas-powered devices, go-carts, skateboards, scooters, or any other motorized or non-motorized vehicle, and bicycles, upon the premises of a Transit Facility or platform, with the exception of mobility aids for disabled individuals	\$50
No person shall operate vehicle upon the premises of Transit Facility at a speed exceeding the posted speed; at a speed exceeding a safe operating speed, as described in Utah Code; in a reckless or hazardous manner; or in violation of any applicable Utah law	\$50
No person shall operate a non-registered vehicle upon the premises of UTA Transit Facility	\$50
Non-Transit Use	\$100
Alcohol Violation	\$50
Tobacco Violation	\$50
Animals - other than service animals, no animals into or upon Transit Facility w/out permission from Authorized UTA Rep. If given permission animal must be enclosed in carry-on and not obstruct movement or create disturbance or nuisance.	\$50
Bicycle Violation	\$50
Feet on Seats	\$50
Littering	\$50
Loitering	\$50
Personal property must be kept under the control of the owner & must not block any aisle, stairway, or obstruct any seat or any area reserved for designated purpose.	\$50
No person shall breach the peace in or upon a transit facility by spitting, defecation, urinating, or discharging any other offensive substance	\$75

## Public Safety (2 of 2)

Description	Fine
No person shall breach the peace in or upon a transit facility by physical harassment / Intimidation / Extortion	\$75
No person shall breach the peace in or upon a transit facility by engaging in lewd or obscene behavior	\$75
No person shall breach the peace in or upon a transit facility by fighting or otherwise engaging in violent, threatening, or tumultuous behavior	\$75
No person shall breach the peace in or upon a transit facility by making excessive or unnecessary noise	\$75
No person shall breach the peace in or upon a transit facility by using profane, obscene, vulgar, or abusive language, including obscene gestures	\$75
No person shall obstruct the free movement of passengers and vehicular traffic.	\$75
In or upon any transit facility, a person shall not deface, mark, or destroy any public or private property, including graffiti	\$75
Trespass/Unauthorized Entry	\$75
Failure to comply w/ request by Authorized UTA Rep	\$75
Abuse of internet services - no person shall use UTA's Internet or electronic network to access pornographic websites or engage in illegal activities	\$75
Encroachment Upon Authority Property	\$75
In or upon any transit facility, a person shall not extend any portion of his or her body through any door, window, or other opening of a Transit Vehicle while such Transit Vehicle is in motion	\$100
In or upon any transit facility, a person shall not hang on to the exterior a transit vehicle, regardless of whether it is in motion.	\$100
Right-of-Way violation	\$100
A person shall not operate a vehicle in a Right-of-Way in violation of any gate, barrier, sign, marking or signal.	\$100
A person shall not place or cause to be placed any object on any portion of any ROW that could make contact with a Transit Vehicle or otherwise interfere w/ the safe & uninterrupted passage of a transit vehicle	\$100
In or upon any transit facility, a person shall not throw any object at or from a Transit Facility, including at any person at a Transit Facility	\$100
Trespass of pedestrian in Active Grade Crossing	\$100
Trespass of vehicle in Active Grade Crossing	\$100
In or upon any transit facility, a person shall not disturb, threaten, or disrupt an Operator of a transit vehicle or an Authority Representative in the exercise of their duties	\$100

## Real Estate & TOD

Description	Fee
<b>APPLICATION FEES FOR RIGHT OF WAY AND CORRIDOR CROSSINGS</b>	
APPLICATION FEE FOR CROSSINGS AND LICENSES	\$2,000
RIGHT OF ENTRY (ROE) APPLICATIONS	
Initial ROE related to license agreement	\$0
Unrelated to license agreement	\$2,000
Request for extension of ROE	\$500
EXPEDITED REVIEW AND ACTION	\$3,000
SPECIAL EVENTS APPLICATION FEE	\$250
<b>USAGE FEES</b>	
SPECIAL EVENTS	
Usage fee for Special Events	Varies
Security Deposit for Special Events	
100 or fewer persons	\$1,000
101 – 199 persons	\$2,000
200 or more persons	\$5,000
LICENSES	Market*
LEASES	Market*
<b>FLAGGING &amp; ROADWAY WORKER IN CHARGE</b>	
BLOCK BILLING LEVEL 1	
Fewer than 10 hours	\$800
BLOCK BILLING LEVEL 2	
More than 10 hours but fewer than 14 hours	\$1,200
BLOCK BILLING LEVEL 3	
More than 14 hours up to 24 hours	\$2,400

\*“MARKET” means the fair market value of the property on a square foot basis. For underground/wireline crossings, the rate is calculated at 50% of fair market value for fee interest; the rate for at-grade and/or surface crossings is calculated at 70% to 90% of fair market value for fee interest, based on the use and severity of impact to UTA and to the property.

## Vanpool

Description	Fee/Fine
Late fee for outstanding Vanpool balance after the 5th of each month	1% of balance
Excessively dirty vans	\$200
Lost key Fee (Fob/key)	\$400/\$50
Vehicle Impound Fee	\$Varies
Unauthorized Driver	\$150
Wi-Fi HotSpot in Vans	\$50
Bike Locker Key Deposit	\$30
Annual Bike Locker Rental (First 6 months free)	\$35
Annual Bike Locker Rental	\$70

More detail on Fees can be found on our website at:

<https://www.rideuta.com/Rider-Info/How-To-Ride/Rider-Rules/UTA-Ordinances>



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 12/6/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Russ Fox, Director of Planning  
G.J. Labonty, Manager of Customer Experience

**TITLE:**

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**Customer Experience Program Update**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Since being established in 2018, the Customer Experience Team has been working on tasks that have laid the foundation for updating all the wayfinding across the UTA system (Complete Master Plan, Capital Budget, etc.)

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**DISCUSSION:**

This presentation will be a high-level description of just a few of the tasks and responsibilities that the Customer Experience Team works on day-to-day.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

Annual Capital Budget - \$1.5 M

**ATTACHMENTS:**

none



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 12/6/2023

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

**TITLE:**

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**Strategy Session to Discuss Collective Bargaining**

**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of collective bargaining.

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**BACKGROUND:**

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

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss collective bargaining