

**NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, December 12, 2024 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Consider approval of the renewal of the City's Google Workspace Agreement.

BACKGROUND and RECOMMENDATION: Google Workspace (previously known as G Suite) is the City's productivity suite and cloud storage that employees use to create and store documents and emails. The current agreement for the City's Google Workspace licenses expires in January, 2025. This renewal extends the agreement for 36 months at a fixed cost of \$182,970 per year; with the total cost being \$548,910 for the entire 36 months. Staff recommends approval.

2. Consider Approval of Resolution No. 2024-037R to amend the Interlocal Agreement with Utah Tech University, Ivins City, Hurricane City, Santa Clara City, Washington City, and Washington County to dissolve the Community Education Channel and distribute its assets.

BACKGROUND and RECOMMENDATION: The City of St. George entered into an Interlocal Agreement with Utah Tech University (formerly known as Dixie College), Ivins City, Hurricane City, Santa Clara City, Washington City, and Washington County to create the Community Education Channel. It was amended in 1998, and 2007. Staff recommends approval.

3. Consider approval of Resolution No. 2024-038R approving the Transit Title Six Report for Suntran.

BACKGROUND and RECOMMENDATION: The Title VI Report has been updated and completed. The data has been updated in the report, including information updating Suntran services describing the new Zion route. No other changes were made. Staff recommends approval.

4. Adjourn and reconvene in a Work Meeting of the City Council.

**** THE COUNCIL WILL REMAIN IN THE
ADMINISTRATIVE CONFERENCE ROOM
FOR THE CITY COUNCIL WORK MEETING****

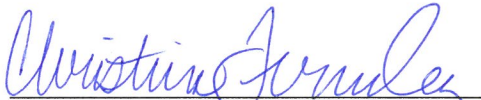
**NOTICE OF WORK MEETING OF THE
CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

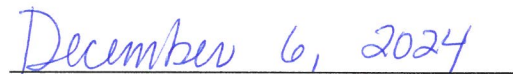
Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, December 12 2024, commencing at 4:00 p.m.

The agenda for the meeting is as follows:

- 1. Update from Alissa Urzi with Victim Services.**
- 2. Update from representatives of the Huntsman World Senior Games.**
- 3. Update regarding the Dixie Sunbowl.**
- 4. Discussion regarding City Council Budget Priorities and Goals.**
- 5. Reports from Mayor, Councilmembers, and City Manager.**
- 6. Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



Agenda Date: 12/12/2024

Agenda Item Number: 01

Subject:

Consider approval of the renewal of the City's Google Workspace Agreement.

Item at-a-glance:

Staff Contact: Brandon Bundy

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

Google Workspace (previously known as G Suite) is the City's productivity suite and cloud storage that employees use to create and store documents and emails. The current agreement for the City's Google Workspace licenses expires in January, 2025. This renewal extends the agreement for 36 months at a fixed cost of \$182,970 per year; with the total cost being \$548,910 for the entire 36 months.

Staff Narrative (need/purpose):

The current agreement for the City's Google Workspace licenses expires in January, 2025. This renewal extends the agreement for 36 months at a fixed cost.

Name of Legal Dept approver: Christina Fernandez

Budget Impact:

Cost for the agenda item: \$182,970

Amount approved in current FY budget for item: \$178,200

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Staff found savings within the same account to cover the cost that exceeds the budgeted amount.

Description of funding source:

Budgeted item

Recommendation (Include any conditions):

Staff recommends approval.



1338 Gustin Rd
Salt Lake City UT 84104
(801) 908-6666
FAX (801) 880-3144

QUOTE

Quote # CVEQ89587

Date 10/23/24

Sales Rep Ryan Allred

Phone: 801-231-9646

Email :

ryan.allred@cvetech.com

Quote To:

City of St. George - 521313RYA

Brandon Bundy
175 E. 200 N.
St. George, UT 84770
United States

Ship To:

City of St. George - 521313RYA

Brandon Bundy
175 E. 200 N.
St. George, UT 84770
United States

Qty	Part Number	Description	Price	Ext. Price
36 Month Google Workspace Agreement. Annual Payments. Additional licenses are co-termed with current agreement.				
NASPO AR2472				
1,070	GAPPS-ENT-STD-1USER-1MO	Google Workspace Enterprise Standard: User Increase/Upgrade Add-On - 1 Month Year 1 Google - GAPPS-ENT-STD-1USER-1MO Start Date: 12/31/2024 End Date: 12/30/2025 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: sgcity.org	\$135.00	\$144,450.00
535	GAPPS-FRONTLINE-1USER-1MO	Google Workspace Frontline Starter; User Increase Year 1 Google - GAPPS-FRONTLINE-1USER-1MO Start Date: 12/31/2024 End Date: 12/30/2025 Type: Renewal 3+ Product: Frontline Starter Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
535	GAPPS-VAULT-UPG-1USER-1MO-491	Google Vault; User Increase/Upgrade Add-On Year 1 Google - GAPPS-VAULT-UPG-1USER-1MO Start Date: 12/31/2024 End Date: 12/30/2025 Type: Renewal 3+ Product: Vault Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
SubTotal				\$182,970.00
1,070	GAPPS-ENT-STD-1USER-1MO	Google Workspace Enterprise Standard: User Increase/Upgrade Add-On - 1 Month Year 2 Google - GAPPS-ENT-STD-1USER-1MO Start Date: 12/31/2025 End Date: 12/30/2026 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: sgcity.org	\$135.00	\$144,450.00

Qty	Part Number	Description	Price	Ext. Price
535	GAPPS-FRONTLINE-1USER-1MO	Google Workspace Enterprise Standard: User Increase/Upgrade Add-On - 1 Month Year 2 Google - GAPPS-ENT-STD-1USER-1MO Start Date: 12/31/2025 End Date: 12/30/2026 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
535	GAPPS-VAULT-UPG-1USER-1MO-491	Google Workspace Enterprise Standard: User Increase/Upgrade Add-On - 1 Month Year 2 Google - GAPPS-ENT-STD-1USER-1MO Start Date: 12/31/2025 End Date: 12/30/2026 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
		SubTotal		\$182,970.00
1,070	GAPPS-ENT-STD-1USER-1MO	Google Workspace Enterprise Standard: User Increase/Upgrade Add-On - 1 Month Year 3 Google - GAPPS-ENT-STD-1USER-1MO Start Date: 12/31/2026 End Date: 12/30/2027 Type: Renewal 3+ Product: Enterprise Standard Customer Domain Name: sgcity.org	\$135.00	\$144,450.00
535	GAPPS-FRONTLINE-1USER-1MO	Google Workspace Frontline Starter; User Increase Year 3 Google - GAPPS-FRONTLINE-1USER-1MO Start Date: 12/31/2026 End Date: 12/30/2027 Type: Renewal 3+ Product: Frontline Starter Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
535	GAPPS-VAULT-UPG-1USER-1MO-491	Google Vault; User Increase/Upgrade Add-On Year 3 Google - GAPPS-VAULT-UPG-1USER-1MO Start Date: 12/31/2026 End Date: 12/30/2027 Type: Renewal 3+ Product: Vault Customer Domain Name: sgcity.org	\$36.00	\$19,260.00
		SubTotal		\$182,970.00

Customer accepts Google flow down terms and is responsible for end user acceptance. Google Workspace
https://static.carahsoft.com/concrete/files/6116/6981/5856/US_Public_Sector_CMA_flow_downs_10.17.22_-_Workspace.pdf Google Workspace BAA (to be accepted through Admin Console):
<https://workspace.google.com/terms/2015/1/>

Qty	Part Number	Description	Price	Ext. Price
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hipaa_baa.html FedRAMP Moderate and
FedRAMP High platforms have controls
that restrict Transport Layer Security (TLS)
1.0 and TLS 1.1 at the domain level.

Authorization:			Total	\$548,910.00
Name:	_____	Date: _____		
Signature: _____		P.O # _____	Total	\$548,910.00

Quotes are valid for 30 days. There is an additional 3.5% processing fee for Credit Card orders TAX and SHIPPING CHARGES will be billed on the invoice, and may not be reflected on the quote. This quote represents a formal contract when signed and dated by an authorized party.

RETURNS ARE ONLY VALID WITHIN THIRTY (30) DAYS OF SHIP DATE. All product returns require prior manufacturer authorization. A return to manufacturer authorization (RMA) must be requested, completed, and approved before a return is authorized. Many items are not returnable after 30 days or if the manufacturer box has been opened.

SUBSCRIPTION CANCELLATIONS/NON-RENEWALS REQUIRE 60 DAYS ADVANCE WRITTEN NOTICE TO YOUR CVE ACCOUNT MANAGER AND OPERATIONS@CVETECH.COM. Quantities of the licenses can be increased at any time and additional licenses will be billed at a pro-rated fee based on the Subscription Term and Payment Term associated with the license type. Any decrease in quantity of a license if allowed by the manufacturer/vendor must be made before the renewal period occurs and when contractually allowed, the renewal will be set with the new quantity as allowed by the manufacturer/vendor.

Notwithstanding any contrary terms in the manufacturer/vendor End User License Agreement, or any Third Party License Agreement, upon acceptance of the foregoing Quote, Customer shall be bound to pay to CVE all charges specified above for the full term quoted, whether Customer determines to cease using the software or otherwise abandons its use.

Non-Appropriation Clause: CVE recognizes that Customer is a government entity subject to changing leadership. As such, Customer has the right to terminate the Agreement and not be bound to further yearly charges as long as Customer provides thirty (30) days' notice of termination in the event Customer's leadership elects not to appropriate funds for the payment of the Agreement.

Agenda Date: 12/12/2024

Agenda Item Number: 02

Subject:

Consider Approval of Resolution No. 2024-037R to amend the Interlocal Agreement with Utah Tech University, Ivins City, Hurricane City, Santa Clara City, Washington City, and Washington County to dissolve the Community Education Channel and distribute its assets.

Item at-a-glance:

Staff Contact: Daniel Baldwin

Applicant Name: Community Education Channel Agency

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

The City of St. George entered into an Interlocal Agreement with Utah Tech University (formerly known as Dixie College), Ivins City, Hurricane City, Santa Clara City, Washington City, and Washington County to create the Community Education Channel. It was amended in 1998, and 2007.

Staff Narrative (need/purpose):

The governing board of the Community Education Channel has determined that with the rise in streaming over the last decade, station revenues continue to drop every year. The governing board looked into several options to shore up the shortfall, but ultimately decided it would be best to dissolve the Community Education Channel Agency, donate any physical assets to Utah Tech University for educational purposes, and distribute any leftover monies to each of the municipalities proportionally. The last day of the Interlocal Agreement would be June 30, 2025.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH
APPROVING AMENDMENTS TO THE INTERLOCAL AGREEMENT FOR THE
DISSOLUTION OF THE COMMUNITY EDUCATION CHANNEL AGENCY**

WHEREAS pursuant to the provision of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “ACT”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of Saint George (“City”) entered into an interlocal agreement with the following entities: Utah Tech University (formerly Dixie State College of Utah), a political subdivision and an institution of higher education of the State of Utah; Hurricane City, a Utah municipal corporation and a political subdivision of the State of Utah; Ivins City, a Utah municipal corporation and a political subdivision of the State of Utah; Santa Clara City, a Utah municipal corporation and a political subdivision of the State of Utah, Washington City; a Utah municipal corporation and a political subdivision of the State of Utah; and Washington County, a Utah municipal corporation and a political subdivision of the State of Utah; and

WHEREAS the interlocal agreement was entered into in 1995 and amended in 1998 and 2007 to create and operate the Community Education Channel Agency (“CECA”) and Community Education Television Channel and governing board; and

WHEREAS the governing board of the CECA has now recommended (in the letter attached as EXHIBIT A) to dissolve the governing board, CECA, and the Community Education Television Channel due to changes in profitability of and societal use of traditional television channels; and

WHEREAS the City determines and finds that the interests, welfare, and safety of the general public will best be served by this Amendment;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. George as follows:

1. That the Mayor is authorized to enter into the Amendment attached as Exhibit B.
2. Pursuant to Section 11-13-202.5 of the Act, the amendment has been submitted, or will be submitted prior to execution, to legal counsel of the City for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Amendment, a copy thereof shall be filed immediately with the City Recorder.
4. The effective date of the Amendment is as specified in the Amendment.
5. This Resolution will take effect upon adoption.

PASSED AND ADOPTED by the St. George City Council this 4th day of January 2024.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Daniel Baldwin, Assistant City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

Hello!

I hope this letter finds you well. As board chair of the Community Education Channel, I want to convey the effort and consideration that has gone into our decision as a board to terminate our interlocal agreement on June 30th, 2025. With the rise in streaming over the last decade, we saw station revenues dropping every year. We explored several options to shore up the shortfall, but in the end decided that it was best to end our involvement with the station and turn the assets over to Utah Tech University.

Enclosed you'll find an amendment outlining this process. Any cash left over after June 30th, 2025 will be split amongst the municipalities proportionally. The station is in a good financial position now and we expect there will be funds remaining, even after our planned severance packages for two staff members that will lose their jobs.

The board had several discussions regarding what to do with the remaining assets, which you'll find listed in the amendment. Ultimately, it was decided that the cost to liquidate the specialized assets of the station would be significant, plus the expected revenues from the sale would be much less than the fair market value. Additionally, the education of students in broadcast media has always been a goal of the CEC board, and donating the assets to Utah Tech continues this objective. Utah Tech has specific ongoing programs that utilize these assets, so liquidating them would significantly hamper those classes. The board also recognized the strong partnership with the University for almost 20 years, including significant investments the University had made in staff wages and facilities for the CEC.

This path was chosen unanimously by the CEC board. If you have any questions or concerns, please reach out to your representative on our board. I'm also happy to answer any questions. We'll need each city council to adopt this amendment to the interlocal agreement. We're not in a rush, but would like to have this in place in January of next year.

Sincerely,

Jarett Waite
Santa Clara City Council
435-862-1811 (cell)

EXHIBIT B

**COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT**

This Third Amended Interlocal Cooperation Agreement (“Third Amendment”), is entered into by and among the following parties: Utah Tech University (formerly Dixie State College of Utah), a political subdivision and an institution of higher education of the State of Utah; Hurricane City, a Utah municipal corporation and a political subdivision of the State of Utah; Ivins City, a Utah municipal corporation and a political subdivision of the State of Utah; St. George City, a Utah municipal corporation and a political subdivision of the State of Utah; Santa Clara City, a Utah municipal corporation and a political subdivision of the State of Utah; Washington City; a Utah municipal corporation and a political subdivision of the State of Utah; and Washington County, a Utah municipal corporation and a political subdivision of the State of Utah; and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, as amended (the “Interlocal Cooperation Act”). (These parties may be individually referred to below as “Public Entity” or “Sponsoring Public Entity” or, collectively referred to below as the “parties,” the “Public Entities” or the “Sponsoring Public Entities.”)

WHEREAS, in 1995, an Interlocal Cooperative Agreement (the “Original Agreement”) was entered into by and between Dixie College (now known as Utah Tech University), Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, La Verkin City, and Toquerville, to create and operate the Community Education Television Channel and establish a governing board;

WHEREAS, in 1998, the Amended Interlocal Cooperation Agreement (the “First Amendment”) was entered into between Dixie College (now known as Utah Tech University), Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City, to formally create the Community Education Channel Agency (“CECA”), an Interlocal Agency to operate the Community Education Television Channel, and outlined how parties could be added/removed;

WHEREAS, in 2007, the Second Amended Interlocal Cooperation Agreement (the “Second Amendment”), was entered into between Dixie State College of Utah (now known as Utah Tech University), Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County, and the Washington County School District, to adjust, *inter alia*, the duration of the agreement and outline other obligations for the parties;

WHEREAS, the purpose of CECA is to operate the Community Education Television Channel to allow for community access to local civic, educational, athletic and cultural events, and also provide for student educational involvement as the channel primarily originated from studios and facilities on the university campus;

WHEREAS, CECA has obtained various pieces of equipment and assets to assist in operations;

WHEREAS, throughout the years, various parties to the Original Agreement, First Amendment, and/or Second Amendment have either joined or terminated their involvement with CECA in accordance with the current version of the agreement and the remaining parties of CECA are listed above as the Sponsoring Public Entities;

WHEREAS, with the increasing availability of social media and other streaming platforms, in its January 16, 2024 meeting, the CECA board voted to dissolve the CECA Interlocal Agency and distribute its assets; and

WHEREAS, the parties desire to amend the Second Amended Interlocal Cooperation Agreement in order to dissolve the CECA and distribute the assets among the parties.

NOW, THEREFORE, in consideration as provided herein, the Parties agree to amend the Second Amended Interlocal Cooperation Agreement as follows:

Section 2. EFFECTIVE DATE, DURATION

The section is replaced in its entirety with:

“This Second Amended Interlocal Cooperation Agreement shall become effective upon its approval and execution by the Sponsoring Public Entities. The term of this agreement shall expire on June 30, 2025 (“Termination Date”). Upon termination, each Sponsoring Public Entity will be responsible for its own replacement services that will no longer be provided by the CECA.

The Sponsoring Public Entities will send a CECA representative to a final winding-down meeting in September 2025 to finalize the distribution of assets. Within 90 days of the Termination Date, the disposition of all assets of the CECA will be as follows:

Liquid Assets

Cash Balance Remaining After Termination Date. This will be used to pay any and all outstanding obligations after the Termination Date. All remaining cash assets will be distributed to the Sponsorship Public Entities in the same proportionate share as the Sponsoring Public Entities pay in Sponsorships.

Equipment and Other Assets

List A: CECA Van and Associated Equipment. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List B: Gem Cart. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List C: Equipment Installed at the Washington County Administration Building. This will be the property of Washington County.

List D: All Other Items. The items outlined in the attached List D will become the property of Utah Tech University.

List E: Miscellaneous Assets. Any assets not contemplated by this Third Amendment shall be distributed in a manner agreed upon by the parties in a separate agreement.”

All other provisions of the Second Amended Interlocal Cooperation Agreement shall remain in full force and effect until the termination date.

This Third Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives as of the respective date set forth below.

UTAH TECH UNIVERSITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

University Attorney

HURRICANE CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Hurricane City Attorney

IVINS CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Ivins City Attorney

ST. GEORGE CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

St. George City Attorney

SANTA CLARA CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Santa Clara City Attorney

WASHINGTON CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Washington City Attorney

WASHINGTON COUNTY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Washington County Attorney

List A: CECA Van and Associated Equipment

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000799	2006 Sprinter Van	Dodge	01/01/2017	\$ 33,500.00	Van	Remote: Athletics, Media	\$ 4,620
000904	22x Lens	Canon	08/01/2022	\$ 6,750.00	Van	Remote: Athletics, Media	\$ 320
000905	22x Lens	Canon	08/01/2022	\$ 6,750.00	Van	Remote: Athletics, Media	\$ 320
000877	Canon 33x lens	Canon	07/02/2021	\$ 8,500.00	Van	Remote: Athletics, Media	\$ 900
000875	Canon 35x lens	Canon	07/02/2021	\$ 12,000.00	Van	Remote: Athletics, Media	\$ 1,200
000940	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000941	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000939	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000942	Monitor (Van)	Blackmagic	07/27/2023	\$ 1,106.62	Van	Remote: Athletics, Media	\$ 400
000943	Monitor (van]	Blackmagic	07/27/2023	\$ 1,106.62	Van	Remote: Athletics, Media	\$ 400
000883	Ross Replay Machine	Ross	08/01/2021	\$ 32,500.00	Van	Remote: Athletics, Media	\$ 7,000
000933	Sony 100 (cam 7)	Sony	07/10/2023	\$ 6,250.00	Van	Remote: Athletics, Media	\$ 1,320
000888	Sony Camera Monitor	Sony	03/01/2022	\$ 8,699.00	Van	Remote: Athletics, Media	\$ 2,500
000887	Sony Camera Monitor	Sony	03/01/2022	\$ 8,699.00	Van	Remote: Athletics, Media	\$ 2,500
000936	Sony CCU	Sony	07/10/2023	\$ 6,250.00	Van	Remote: Athletics, Media	\$ 3,000
000751	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000752	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000754	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000755	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000872	Sony triax camera	Sony	07/02/2021	\$ 10,500.00	Van	Remote: Athletics, Media	\$ 1,320
000873	Sony Triax Camera	Sony	07/02/2021	\$ 10,500.00	Van	Remote: Athletics, Media	\$ 1,320
000753	Sony Viewfinder (Cam D)	Sony	01/01/2017	\$ 3,000.00	Van	Remote: Athletics, Media	\$ 495
000937	Tripod 2 stage	Cartoni	08/01/2023	\$ 5,554.71	Van	Remote: Athletics, Media	\$ 3,000
000938	Tripod 2 Stage	Cartoni	08/01/2023	\$ 5,554.71	Van	Remote: Athletics, Media	\$ 3,000
000919	Wireless Com Base Station	Clear Com	05/12/2021	\$ 6,132.00	Van	Remote: Athletics, Media	\$ 1,650
			Total Salvage Value of CECA Van and Assoc. Equipment				\$ 41,670

List B: Gem Cart

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000946	Gem Cart 2022	Gem	10/03/2022	\$ 19,000.00	Studio	Remote: Athletics, Media	\$ 7,000
			Total Salvage Value of Gem Cart				\$ 7,000

List C: Equipment Installed at the Washington County Administration Building

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000898	NewTek TriCaster Mini	NewTek	05/01/2022	\$ 10,899.00	A/V Room	County Commissioners Meeting	\$ 2,000
Total Salvage Value of Equipment at Washington County Admin Bldg							\$ 2,000

Agenda Date: 12/12/2024

Agenda Item Number: 03

Subject:

Consider approval of Resolution No. 2024-038R approving the Transit Title Six Report for Suntran.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: Suntran

Reference Number: N/A

Address/Location:

953 E Red Hills Pkwy

Item History (background/project status/public process):

The Title VI Report has been updated and completed. The data has been updated in the report including information updating Suntran services describing the new Zion route. No other changes were made.

Staff Narrative (need/purpose):

The Title VI Report/Program is required to be updated and approved every 3 years. The report covers all the FTA requirements associated with Title VI Program (e.g., transit service, demographics, civil rights, complaints, Limited English Proficient (LEP) Plan, etc.).

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRANSIT TITLE SIX REPORT FOR SUNTRAN

WHEREAS, the City desires to ensure that no person is discriminated against based on the basis of race, color or national origin; and

WHEREAS, the City commits to compile, maintain and submit in a timely manner the title VI information required by FTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9; and

WHEREAS, the City will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation; and

WHEREAS, THE City of St. George's transit division, SunTran, shall take steps to ensure that individuals who are Limited English Proficient (LEP) have meaningful access to the transit division's programs and activities by carrying out a Limited English Proficiency (LEP) Plan.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council

The Transit Title Six Report prepared November 2024 is hereby approved.

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of St. George, this _____ day of _____, 2024

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Daniel Baldwin, Assistant City Attorney

The City of St. George

TITLE VI REPORT

TRANSIT



PREPARED NOVEMBER 2024

ST. GEORGE CITY
TRANSIT DIVISION
TITLE VI

Prepared November 2024

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OVERVIEW OF SUNTRAN

The need for a public transportation system for the City of St. George and the surrounding areas was identified in 1997. This was a result of a county-wide study prepared in anticipation of being identified as an Urbanized Region.

In 1999, anticipating the 2000 census data, a "Dixie Transit Feasibility Study" was conducted and resulted in the Five County Association of Governments (AOG), along with assistance from the surrounding cities, starting the Dixie Rapid Transit System (DARTS) on November 6, 2000. This system was funded by Non-Urbanized Area funding and contributions from surrounding areas and private partners.

In May of 2002, the City of St. George and the surrounding areas were identified as an Urbanized Area by the United States Bureau of Census. As a result of this change in classification, and in conjunction with the national economy, funding became an issue and the City of St. George took over ownership and operation of the Transit System to service the City and its citizens on January 2, 2003. The name was changed to Suntran and the service area was altered to fit within the City's budget constraints.

As of 2024, Suntran owns and operates ten buses that service seven fixed routes that cover a 47-mile area, and one small bus and five vans to provide Paratransit services within the City of St. George and the neighboring cities of Washington and Ivins. Buses run Monday through Saturday, 5:40 AM – 8:40 PM. All buses are equipped with wheelchair lift equipment to provide accessibility for all passengers.

Additionally, Suntran recently began a new transit service to Zion National Park located in near Springdale, UT. This new Zion route consists of 4 running buses within one backup bus. The route operates Monday through Saturday, 5:30 AM – 9 PM. Similar to all the other buses within the Suntran fleet, these new buses also are equipped with wheelchair ramps and securements.

Suntran currently employs 27 full-time drivers, 9 part-time drivers, two dispatch operators/supervisors and four full-time office staff/management personnel. The transit division is part of the Public Works Department of St. George City and is managed by the Public Works Transit Manager. Each bus is cleaned, fueled and inspected daily by the drivers. There is a scheduled maintenance program for all transit vehicles that is administered by the St. George City Fleet Division.

Suntran's offices are located at 953 East Red Hills Parkway, St. George, Utah 84770, and can be reached by telephone at (435) 673-TRAN (8726) Monday through Friday 5:00 AM – 9:00 PM.

Fares for Suntran services are as follows:

Fare Costs in St. George, Ivins, Santa Clara, and Washington (Main Service Area)

CASH FARES

- Regular \$1.00
- Discount (for seniors (65+), persons with disabilities and Medicare cardholders) \$0.50
- Children (under 6 with a fare-paying adult) Free

ONE-DAY PASS – Good for unlimited rides for a single day. \$2.50

MONTH PASS – Good for unlimited rides during the calendar month. \$30.00

10-RIDE PASS – Good for 10 one-way trips. No Expiration date.

- Regular \$10.00
- Discount \$5.00

SEMESTER PASS – Good for unlimited rides for one semester.

- Fall and Spring Semesters \$90.00
- Summer Semester \$45.00

PARATRANSIT PASSES

- One-way Trip Fare \$2.00
- 10-Trip Pass. No expiration date. \$18.00

Fare Costs for the Zion Route

ONE-WAY TRIP \$5.00

MONTH PASS - Good for unlimited rides during the calendar month\$100.00

MULTI ONE-WAY PASS – A punch card may be purchased for multiple one-way trips, up to 20 trips on one pass (\$5 per one-way trip).

It is the intent of the City of St. George and of Suntran operations to provide a friendly and reliable bus service to our citizens, to treat all passengers in a nondiscriminatory manner and to develop services that are also nondiscriminatory and are equally available for everyone to use.

SERVICE STANDARDS AND POLICIES

VEHICLE LOADS

The number of riders exceeds the number of seats on Suntran routes (vehicle load > 1.0) on fewer than 1% of trips. This is not significant enough to investigate the regularity of the occurrences and number of standees to determine if corrective action is necessary.

VEHICLE HEADWAYS

Service in St. George, Santa Clara, Ivins, and Washington (Main Service Area)

Suntran has six buses that provide fixed-route service in the main area of St. George, Santa Clara, Ivins, and Washington, which runs between 5:40am and 8:40pm, Monday through Saturday. All seven routes run continuously throughout the day, with a service frequency of 40 minutes for each stop. Suntran's route schedules do not change depending on the day of the week or the time of day.

Service for the Zion Route

Four buses and one backup bus is used for the Zion Route service that operates between St. George and Sprindale, including stops in St. George, Washington, Hurricane, LaVerkin, Virgin, and Springdale. This service runs between 5:40 am and 9 pm, Monday through Saturday. Currently, this service runs 10 round trips with departure times from St. George varying from 30 minutes to 2 hours depending on the time of day in order to provide for employees' work schedules and visitors' needs. It is anticipated that schedules will be adjusted over the coming months and years to best accommodate riders' needs and usage.

ON-TIME PERFORMANCE

Suntran buses are considered on-time if they depart a given stop no more than five minutes after the scheduled departure time. The on-time performance target for all stops is ninety-five percent (95%) on-time.

SERVICE AVAILABILITY

The majority of Suntran's stops are scheduled to occur about two minutes from one another. There are a few instances where there are more than two minutes between certain stops. This is done either because there is a large distance between two stops, or to build in leeway time to account for unforeseen circumstances like traffic issues or for assisting passengers with wheelchairs or bicycles.

TRANSIT AMENITIES POLICY

Suntran will periodically update amenities such as benches, shelters or waste receptacles at its stops. The stops that receive increased attention for these amenities include those with higher traffic numbers or those that are more directly affected by the city's weather elements (direct sun, wind, etc).

VEHICLE ASSIGNMENT POLICY

Instead of having buses run one route all day, Suntran buses cycle through six of Suntran's routes at least three times each day. This ensures that buses are equitably distributed between all Suntran routes.

FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE

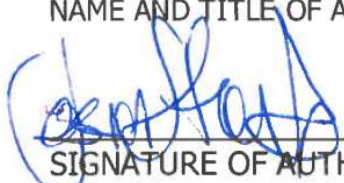
The City of St. George, Utah HEREBY CERTIFIES THAT, as a condition of receiving federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
2. The City of St. George, Utah will compile, maintain and submit in a timely manner Title VI information required by FTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The City of St. George Utah will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below is/are authorized to sign this assurance on behalf of the grant applicant or recipient.

Jessica Steed, Grants Program Manager
NAME AND TITLE OF AUTHORIZED OFFICER

DATE: 12/6/24


SIGNATURE OF AUTHORIZED OFFICER

TITLE VI COMPLIANCE HISTORY

Active Lawsuits or Complaints

There are no outstanding lawsuits or complaints naming the City of St. George which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.

Description of Pending Financial Assistance Applications:

There will be on-going grants submitted every year for the operation and maintenance of Suntran. The amounts of these grants will vary depending upon the budget for these operations.

Civil Rights Compliance Reviews:

During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City of St. George's transit service, and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to Suntran.

Fixed Facility Impact Analysis:

As part of the start-up plan, Suntran proposed constructing a maintenance and administration facility for the transit operations. Until the funding and construction of this facility was completed, it was necessary to assemble some temporary facilities. A Categorical Exclusion was submitted to the FTA on November 11, 2002. It was signed and approved on December 9, 2002. When design of the permanent Administration Building and the extension of the Maintenance Facility were started, an environmental analysis was done. This analysis took into consideration the number of buses that would be operating out of these facilities and that all the construction projects would be taking place at the existing St. George City Public Works Yard. The northern section of this yard is zoned as open space and the southern section is zoned as commercial. Due to the size of the operations, it was determined that there would not be any significant impact to the traffic, air quality or noise levels in this area. It was also determined that the proposed projects would not pose any disproportionate impacts on the small percentage of racial or ethnic minority groups in the area and that the project would not displace any residences or commercial/industrial properties. There would be no significant impact on current population trends, population characteristics, housing characteristics, household characteristics, and income or employment characteristics. The analysis was concluded in January 2006 and a finding of No Significant Impact was issued on February 23, 2006. No other major construction projects have been initiated.

With the commencement of the new Zion route. A new transit facility is planned to be constructed at approximately 400 E Brigham Rd. This facility will be designed,

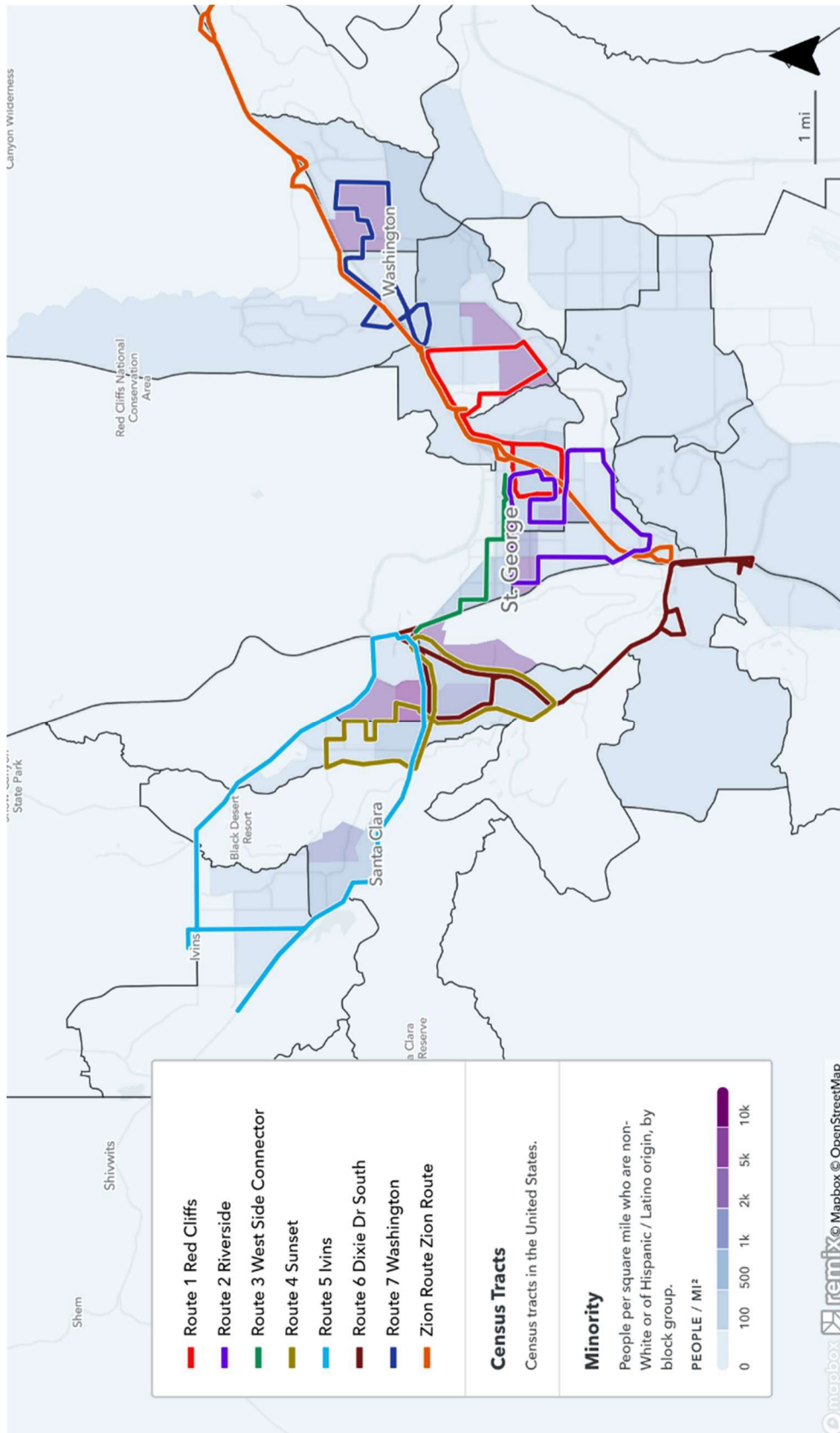
constructed, and maintained using non-federal dollars. The new facility is expected to consist of administrative offices, maintenance bays, a wash bay, and a fueling station. Right-of-way has already been obtained for the new facility site.

DEMOGRAPHIC SERVICE PROFILE

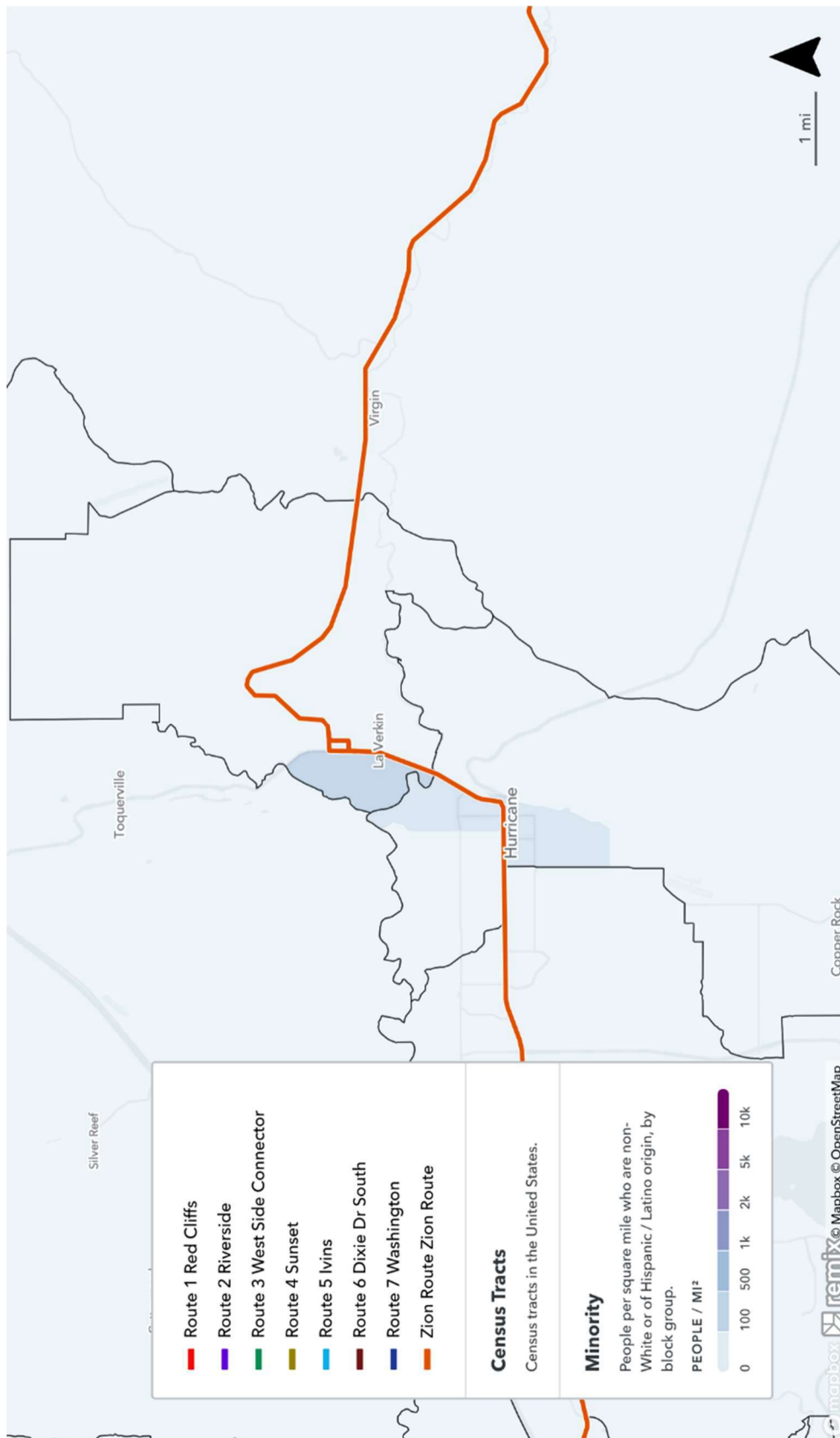
Included with this demographic service profile is a Census Boundary map that includes the current bus routes. Listed below is a breakdown of each of the census zones:

<u>ZONE (Tract)</u>	<u>% NON-WHITE or of HISPANIC/LATINO ORIGIN</u>
2701	6.1% - 16.3%
2703	16.5% - 29.9%
2704	10.4% - 19.3%
2705	10.8% - 28.2%
2706	0.0% - 14.0%
2707	9.2% - 32.6%
2708	0.0% - 50.0%
2709	3.8% - 37.6%
2710	7.0% - 22.0%
2711	0.0% - 47.1%%
2712	7.0% - 24.9%
2713	15.7% - 20.3%
2714	14.2% - 38.8%
2715	6.0% - 47.9%
2716	4.9% - 16.3%
2717	9.4% - 42.5%
2718	4.1% - 12.8%

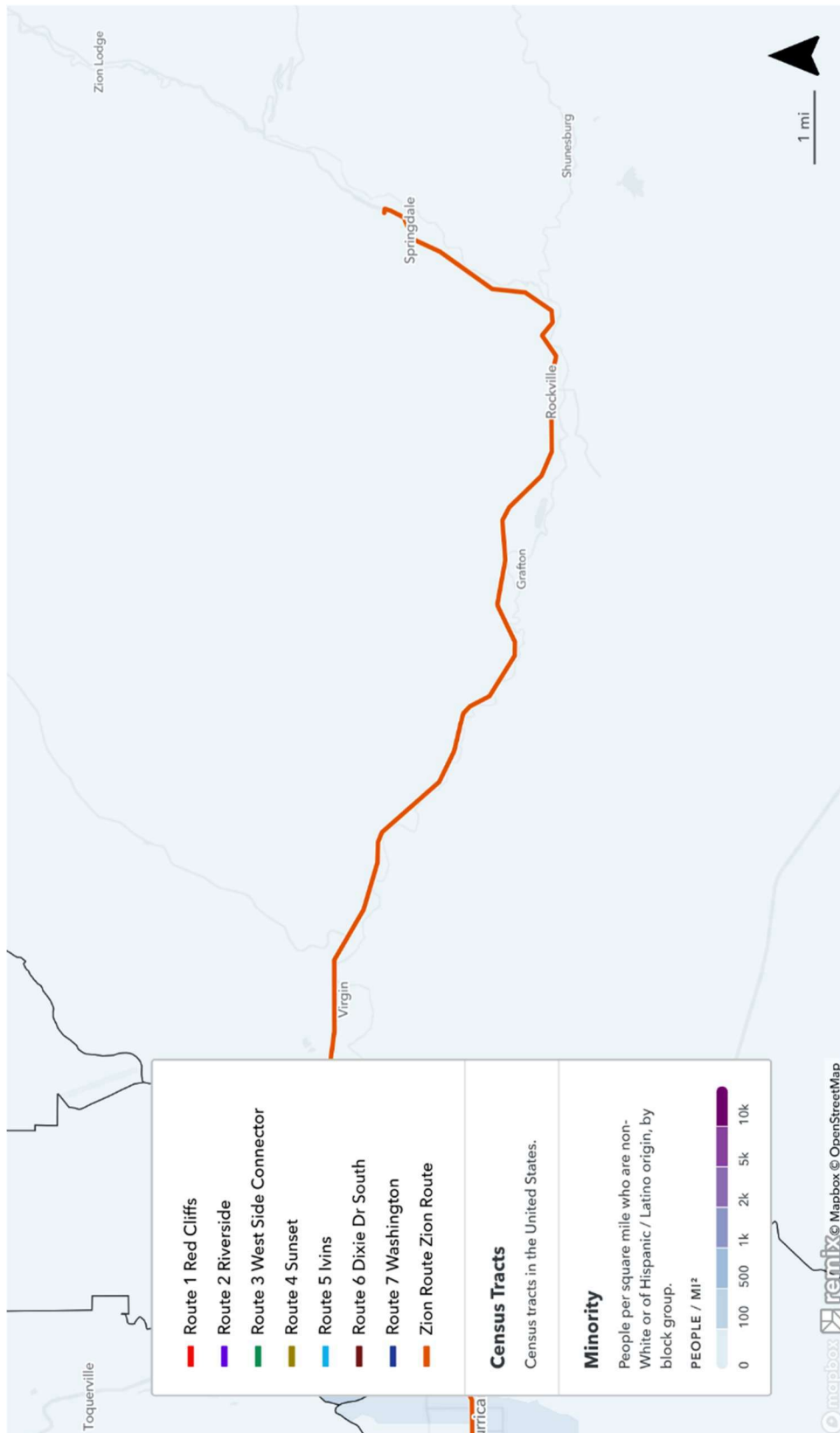
Suntran Service Area (St. George) – Minority Population by 2020 Census Block/Tract



Suntran Service Area (Hurricane) – Minority Population by 2020 Census Block/Tract



Suntran Service Area (Springdale) – Minority Population by 2020 Census Block/Tract



INCORPORATION OF THE PROGRAM

The City of St. George, Utah (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that, in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including FTA, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Capital Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Capital Programs and, in adapted form in all proposals for negotiated agreements:

The City of St. George, Utah, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49,. Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

3. That the Recipient shall insert the clauses contained herein as Appendix A in every contract subject to this Act and the Regulations.
4. That the Recipient shall insert the clauses contained herein as Appendix B as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth and contained herein as Appendix C, as a covenant running with the land, in any future deeds, leases, permits, licenses and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Capital Program; and (b) for the construction or use or access to space on, over or under real property acquired, or imported under Capital Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants of Federal financial assistance under such program will comply with all the requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has the right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Capital Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Capital Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

CITY OF ST. GEORGE

RECIPIENT

Jessica Steed, Grants Program Manager

NAME AND TITLE OF AUTHORIZED OFFICER



SIGNATURE OF AUTHORIZED OFFICER

DATE: 12/6/24

GENERAL GUIDELINES/REQUIREMENTS

Annual Certification and Assurance

The City of St. George's Transit Division shall submit annually, their Title VI assurance as part of their annual Certification and Assurance submission to the FTA.

Complaint Procedures

In compliance with 49 CFR Section 21.9(b), the City of St. George has developed procedures for investigating and tracking Title VI complaints filed against them with regard to their transit division. Such procedures shall be made available to the public upon request. The City of St. George's complaint procedures are contained herein as Appendix D.

Record Title VI Investigations, Complaints and Lawsuits

In compliance with 49 CFR Section 21.9(b), the City of St. George shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming the City of St. George that allege discrimination on the basis of race, color or national origin. The list shall include the date of the investigation, lawsuit, or complaint and actions taken by the City of St. George in response to the investigation, lawsuit or complaint, with regard to transit services.

Access to LEP Persons

The City of St. George's transit division, Suntran, shall take steps to ensure that individuals who are Limited English Proficient (LEP) have meaningful access to the transit division's programs and activities by developing and carrying out a Limited English Proficiency (LEP) Plan. Suntran's LEP Plan is contained herein as Appendix E.

Public Notification

In compliance with 49 CFR Section 21.9(d), the City of St. George's Transit Division shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI. The City of St. George's complaint procedures and public notification information are contained herein as Appendix D.

Additional Information

The City of St. George acknowledges that, at the discretion of FTA, information other than that required by FTA C 4702.1A, may be requested, in writing, from the City of St. George to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI with regard to the transit system.

Preparation and Submission of a Title VI Program

The City of St. George acknowledges that to ensure the City's compliance with 49 CFR Section 21.9(b) regarding its transit service, the City will submit its Title VI Program to FTA's regional civil rights officer once every three (3) years. The City's Title VI Program shall include, but is not limited to:

1. An update of any public outreach and involvement activities that were deemed necessary and a description of steps taken to ensure that minority and low-income people have meaningful access to these activities, contained herein as Appendix F.
2. The City's plan for providing language assistance for persons with limited English proficiency (LEP) with regard to transit services, contained herein as Appendix E.
3. The City's procedures for tracking and investigating Title VI complaints regarding transit service, contained herein as Appendix D.
4. A list of any Title VI investigations, complaints, or lawsuits filed with the City regarding the transit division since the last Title VI Program submission.
5. A copy of the City of St. George's notice to the public that it complies with Title VI relating to transit services, and the instructions to the public regarding the filing of a discrimination complaint, contained herein as Appendix D.

Elimination of Redundancy

Portions of the City's Title VI Plan for the transit division which have not changed since the last submission will not be resubmitted, however, the City of St. George shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.

Environmental Analysis of Construction Projects

There are no construction projects planned for the near future, but if there are, the City of St. George shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit construction projects where NEPA is required. If a categorical exclusion (CE) is performed, the City of St. George shall complete the FTA's standard CE check list which includes a section on community disruption and environmental justice. Preparation of an environmental assessment (EA) or environmental impact statement (EIS) shall have the following integrated into those documents:

1. A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population.

2. A discussion of all adverse effects that would affect the identified minority and low-income population.
3. A discussion of all positive effects that would affect the identified minority and low-income population.
4. A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation project that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable.
5. A discussion of the remaining effects, if any, and why further mitigation is not proposed.
6. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison of mitigation and environmental enhancement actions that affect both areas shall be completed. If there is no basis for such a comparison, the City of St. George shall describe why this is so.

Public Participation

The City of St. George shall seek out and consider viewpoints of minority, low-income and limited English proficient (LEP) populations in the course of conducting public outreach and involvement activities with regard to transportation decisions. Every effort shall be made to include the following practices:

1. Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities.
2. Providing opportunities for public participation through means other than written communication, such as personal interviews or the use of audio or video recording devices to capture oral comments.
3. Using locations, facilities, and meeting times that are convenient and accessible to low-income and minority communities.
4. Using different meeting sizes, formats, or varying the type and number of news media used to announce public participation opportunities.

5. Implementing DOT's policy guidance regarding the City of St. George's responsibilities to limited English Proficient (LEP) persons to overcome barriers to public participation.

The City of St. George's transit planning is done in conjunction with the Dixie Metropolitan Planning Organization (DMPO). Details regarding planning activities can be found in Appendix F.

The person or persons whose signature appears below is/are authorized to sign on behalf of the City of St. George.

Jessica Steed, Grants Program Manager
NAME AND TITLE OF AUTHORIZED OFFICER


SIGNATURE OF AUTHORIZED OFFICER

DATE: 12/6/24

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of St. George, Utah or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of St. George, Utah, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the City of St. George, Utah shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of St. George, Utah or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of St. George, Utah to enter into such litigation to protect the interests of the City of St. George, Utah, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City of St. George, Utah will accept title to the lands and maintain the project constructed thereon, in accordance with TEA -21, the Regulations for the Administration of Capital Programs and the policies and procedures prescribed by FTA of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and covey unto the City of St. George, Utah all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of St. George, Utah and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of St. George, Utah, its successors and assigns.

The City of St. George, Utah, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed[,] [and]* (2) that the City of St. George, Utah shall use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach, if any, of the above-mentioned

nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases or similar instruments entered into by the City of St. George, Utah pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest and assigns as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, City of St. George, Utah shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, City of St. George, Utah shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of St. George, Utah and its assigns.

APPENDIX D

TITLE VI PUBLIC NOTICE OF RIGHTS/COMPLAINT PROCESS CITY OF ST. GEORGE, SUNTRAN

Public Notice of Rights

The following statement shall be posted at the Suntran Administration Facility and on the City of St. George website (www.sgcity.org), in both English and Spanish (documents will be translated into languages other than English and Spanish upon request):

Non-Discrimination – Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes the City of St George, Suntran, has violated his/her Title VI protections, should contact the City of St. George's Human Resources Department at 435-627-4000. Suntran has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services for languages, in order to assist LEP individuals, shall be made available to Suntran's customers upon request. The City of St. George, Suntran's Title VI policy, Federal Title VI information, complaint procedures and LEP Plan shall be made available upon request by contacting the City of St. George's Transit Division, Suntran, at 435-673-8726.

The City of St. George grants all citizens equal access to all its transportation services. It is further the intent of the City that all citizens are aware of their rights to such access.

Suntran's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color and national origin. These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meetings(s) between the affected parties and the City of St. George, Suntran, may be utilized for resolution. Any individual, group of individuals, or entity that believes they have been subjected to discrimination prohibited under Title VI may file a complaint.

The following measures will be taken to resolve Title VI complaints:

1. A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number; name of the alleged discriminating official, basis of complaint (race, color, national origin), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints. The preferred method is to complete the attached form in writing and send it to:

Pennie Hancock, Human Resources Director
City of St. George, Suntran
175 East 200 North
St. George, Utah 84770

2. In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the City of St. George's Human Resources Director. Under these circumstances the complainant will be interviewed, and the Human Resources Director will assist the complainant in converting the verbal allegations to writing.
3. When a complaint is received, the Human Resources Director will provide written acknowledgment to the complainant within ten (10) calendar days by certified mail.
4. If a complaint is deemed incomplete, additional information will be requested, and the complainant will be provided sixty (60) calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.
5. Within fifteen (15) calendar days from receipt of a completed complaint, the City of St. George will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the City of St. George's Human Resources Director or his/her authorized designee will notify the complainant by certified mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for this decision.
 - b. If the complaint is to be investigated, the notification shall state the grounds of the City of St. George's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6. When the City of St. George does not have sufficient jurisdiction, the Human Resources Director or his/her authorized designee will refer the complaint to the appropriate state or federal agency holding such jurisdiction.
7. If the complaint has investigative merit, the Human Resources Director or his/her authorized designee will instruct the Public Works Transit Manager to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Human Resources Director within sixty (60) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Human Resources Director, in conjunction with the Public Works Transit Manager, will notify the appropriate authorities, and an extension will be requested.
8. The Human Resources Director or his/her authorized designee, in conjunction with the Public Works Transit Manager, will issue letters of finding to the complainant within ninety (90) calendar days from receipt of the complaint.
9. If the complainant is dissatisfied with the City of St. George's resolution of the complaint, he/she has the right to file a complaint with the Federal Transit Administration at the following address:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor - TCR
1200 New Jersey Ave SE
Washington, DC 20590

FTA complaint procedures can also be found at:
<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.



SUNTRAN
TITLE VI
COMPLAINT FORM

Complaints must be filed within 180 calendar days of the alleged act of discrimination.

Section I

Name: _____

Address: _____

Telephone Numbers:

Home: _____ Work: _____

Electronic Mail Address: _____

Accessible Format Requirements:

Large Print _____ Audio Tape _____

TDD _____ Other _____

Section II

Are you filing this complaint on your own behalf?

Yes _____ No _____

(If you answered "Yes" to this question, go to Section III.)

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party: _____

Page -2-

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.

Yes _____ No _____

Section III

I believe the discrimination I experienced was based on (check all that apply):

☐ Race ☐ Color ☐ National Origin

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV

Have you previously filed a Title VI complaint with this agency?

Yes _____ No _____

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____ ☐ State Agency: _____

☐ Federal State Court: _____ ☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI

Name of agency complaint is against:

Contact Person: _____ Title: _____

Telephone Number: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Please sign here: _____

Date: _____

(Note: We cannot accept your complaint without a signature.)

Please mail your completed form to:

Pennie Hancock, Human Resources Director
City of St. George, Suntran
175 East 200 North
St. George, Utah 84770

APPENDIX E

CITY OF ST. GEORGE LIMITED ENGLISH PROFICIENCY (LEP) PLAN

The City of St. George's Transit Division, Suntran, has developed this Limited English Proficiency (LEP) Plan as directed by the Federal Transit Administration (FTA) under Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency".

In order to develop a Limited English Proficiency (LEP) Plan, it was necessary to first carry out an analysis using the Department of Transportation's Four Factor Limited English Proficiency (LEP) Analysis, which consists of the following:

1. The number and proportion of LEP persons from a particular language group served or encountered in the eligible service population.
2. The frequency with which LEP individuals come into contact with the City of St. George's transit services.
3. The importance of the City of St. George's transit services to LEP persons.
4. The resources available to the City of St. George and the costs associated with providing LEP assistance.

ANALYSIS

Number and Proportion of LEP Persons from a Particular Language Group Served or Encountered in the Eligible Service Population

As of 2019, the City of St. George's estimated population of people ages 5 and older was 78,783. Of the 78,783, 9,373 or 11.9% of the population speak a language other than English and 2,919 or 3.7% of the population speak English less than "very well". 7,407 or 79% of the population that speak a language other than English speak Spanish and 2,498 or 86% of those that speak English less than "very well" speak Spanish.

Frequency with Which LEP Individuals Come into Contact with Suntran's Transit Service

A verbal survey of Suntran's drivers done in 2021 shows that people of minority descent account for between 45-55% of the passengers carried by Suntran. The majority of the minorities are of Hispanic descent, with those of Native American, Asian American and African American descent making up a much smaller percentage of riders. Dispatch and office personnel report that they rarely have phone inquiries from persons who were not able to speak and understand English,

and the calls they do receive have been from persons speaking Spanish. Suntran has not received any requests for interpreters for any language.

Importance of the City of St. George's Transit Services to LEP Persons

As stated previously, through verbal surveys of Suntran's drivers and dispatch personnel, between 30% to 40% of Suntran's ridership is of Hispanic descent. The demographic information contained in pages 9-11 of this document, taken from the 2020 Census, shows that the greatest concentration of minority persons resides within Census Zones (Tracts) 2707, 2708, and 2711. At least one of Suntran's six fixed bus routes travels through each of these zones. Taking the number of trips for the fixed route service in 2024, which was 371,666, between 11,500 and 148,666 of passenger trips in 2024 would have been made by persons of Hispanic descent.

Resources Available to the Transit System of the City of St. George and the Costs Associated with Providing LEP Assistance.

An assessment of the resources available to Suntran to aid Limited English Proficient (LEP) persons included translation services, interpreter services, translation of documents that would be the most helpful to LEP persons, the availability of media sources, and staff training. Costs associated with providing these resources were minimal.

Based on the Four Factor Limited English Proficiency (LEP) analysis above, the following section contains the plan developed by Suntran for assisting Limited English Proficient (LEP) persons to be able to better utilize its transit services.

PLAN

Identifying LEP Individuals Who May Need Language Assistance

1. Survey drivers and dispatch personnel as to the frequency with which they may come in direct or indirect contact with Limited English Proficient (LEP) individuals.
2. When Suntran is invited to or conducts workshops, expos or conferences, include a sign-up sheet table where "I Speak Cards", U.S. Census 2000 Form D-3309, are available to attendees, along with questionnaires requesting the following information:
 - a. How often do you use public transportation?
 - b. When do you use public transportation, and for what purpose?
 - c. Do you have any suggestions that could make public transportation work better for you?

Language Assistance Measures

From the analysis above, Suntran officials have determined that assisting individuals of Hispanic descent that may be Limited English Proficient (LEP) would be beneficial. Several of Suntran's drivers and office personnel are fluent in both speaking and reading Spanish and are available to interpret and answer questions for passengers directly and indirectly. Drivers have also been given the booklet, "Basic Spanish for Transit Employees", published in partnership with the Colorado Department of Transportation, the Colorado Mountain College and Roaring Fork Transit Authority. In addition to oral assistance, Suntran's Rider's Guide has been translated into Spanish. Rider's Guides in both English and Spanish are available on the buses, at the bus pass sales outlets, at St. George City Hall and Suntran's Administration Office, plus at various other locations throughout the city. The Rider's Guide and Title VI information is also available on the St. George City website, and Title VI information is also posted at the Transit Center. Notices of holidays and changes to bus schedules are posted in both Spanish and English on the buses and at Suntran's Transit Center. For documents beyond the scope of Suntran's employees, a translator has been and will continue to be employed to translate any necessary documents into the Spanish language. If requests for interpretation into other languages are received, written translations will be given by using Google Translate or Freetranslation.com. Oral translation may be provided through the telephone interpreter service Language Line Services. Suntran also has resources available through Dixie State University for language translation services.

Suntran has already borne the cost of translating the Rider's Guide into Spanish, and the only on-going costs are for re-printing. Through the use of Spanish fluent employees, there is no cost for Spanish translation of small notices and changes to bus schedules. For larger, more complicated documents, a translator will be hired, or translation services from Dixie State University will be utilized. The cost for these translations has been minimal. Suntran has not received any requests for translation, either written or oral, to any other language besides Spanish so no data is available relative to costs for this type of service.

Staff Training

Suntran's employees will be provided with information and training to ensure Title VI and the Limited English Proficient (LEP) programs and procedures are understood and followed. Suntran's Limited English Proficient (LEP) Plan will be part of the new hire orientation process. Office staff shall be trained in the use of the available on-line translation services, and documentation shall be made of any language assistance requests made to drivers or dispatch personnel. Drivers will be instructed on ways to assist LEP individuals who may be using the transit services by asking for assistance from riders who may be able to assist the LEP person, or by calling into dispatch for assistance.

Outreach Techniques

In 2008, Suntran expanded our fixed route service and increased the number of bus stops. Prior to making these changes, public meetings were held for public comment, St. George City's Public Works Services Administrator was interviewed on both the local English and Spanish television stations and articles regarding the changes were placed in both the local English and Spanish newspapers. Outreach to LEP individuals will continue through these same techniques, in addition to postings of notices and changes in service at the Transit Center and on the buses, and meeting times, places and agendas being published in the local papers (when required), at St. George City Hall and on the St. George City website.

Monitoring and Updating the Limited English Proficient (LEP) Plan

Suntran will utilize this plan as currently outlined. Updates will be made as the need arises, but are not contemplated until the full results of the 2020 Census are available. Updates to this plan will most likely be made due to:

1. Any changes to the current Limited English Proficient (LEP) population of the City of St. George that indicates a need for increased LEP services.
2. A significant number of requests for interpretation and translation of information into a language other than Spanish.
3. The availability and cost associated with providing additional LEP services.
4. Any complaints received regarding the current LEP services offered.

Copies of Suntran's Limited English Proficient (LEP) Plan will be provided upon request.

Any questions or comments regarding this plan should be directed to:

Jessica Steed, Grants Program Manager
City of St. George
953 East Red Hills Parkway
St. George, Utah 84770
Phone: 435-673-8726
Fax: 435-673-3283
Email: jessica.steed@sgcity.org

APPENDIX F

PUBLIC OUTREACH AND INVOLVEMENT ACTIVITIES

The Title VI Program for the City of St. George's transit system, Suntran, was last submitted and approved in 2021. Since that time, Suntran added a route in June 2020 that runs primarily in the neighboring City of Washington. Before route operations began, Washington held City Council meetings, which were open to the public, where discussions of the proposed route took place. The City of Washington posts the agendas for the meetings days in advance and includes links where individuals can comment on any of the agenda items. Comments are accepted until the day before the meeting is scheduled. For those who are unable to attend the meetings in person, the City of Washington streams them online. Shortly after the Council meetings occur, the City of Washington both posts written transcripts on their website and uploads videos of them on their YouTube channel.

Each year St. George holds a transportation expo where all transportation projects and transportation services within Washington County are exhibited, and representatives are available to meet with the community to share information and solicit public comments. Suntran's employees participate in this expo to give the public the opportunity to ask questions, and for Suntran to receive comments and suggestions pertaining to our transit service. This expo is free of charge to ensure all those who wish to participate have the opportunity to do so. Questionnaires and materials are available in English and Spanish for these events. The expo is usually held at the Dixie Convention Center in St. George.

The City of St. George partners with the Dixie Metropolitan Planning Organization (DMPO) in the transit planning process. Through the DMPO, the Dixie Transportation Advisory Committee (DTAC) and Dixie Transportation Executive Council (DTEC) each meet monthly to discuss transportation-related concerns for Washington County, some of which relate to public transit. The DTAC consists of engineers, Public Works directors and other employees with transportation planning duties from St. George and the neighboring cities within Washington County. The DTEC is comprised of elected officials (mayors, council members, commissioners) from St. George and the other cities and communities in Washington County. Qualified employees who have a minority background will be invited to participate in the DTAC. The table below lists the ethnic backgrounds of each.

	Number of Members	White	Asian American
Dixie Transportation Advisory Committee (DTAC)	12	12	0
Dixie Transportation Executive Council (DTEC)	12	11	1

Suntran's Riders Guides are printed in both English and Spanish, and contain maps of the routes, time schedules, cost for fares, etc. They are available on all Suntran buses, from all bus pass retailers, St. George City at the Utilities counter, the Chamber of Commerce and Suntran's Operations Center. There are also copies available at several hotels and retail shops to ensure this information is available to the public. Suntran's Riders Guides (both the English and Spanish versions) are available on the City of St. George's website at www.sgcity.org. The map of routes and time schedules are also printed in the local telephone books.

Suntran employees also visit local centers, such as the Red Rock Center for Independence and the Southwest Center, when requested to do so, to give presentations and answer questions about public transportation.

A "Free Ride" Day has been scheduled annually to make the public more aware of the availability of public transit. These "Free Ride" days have been very popular, and we feel they have increased public awareness of the transit services available in the St. George City area. The notices for these events are published in English and Spanish.

We believe that the public outreach activities that we have undertaken play a major role in the number of people who use St. George City's public transit, and we will continue to utilize the outreach activities mentioned above to ensure that all those who wish to use the transit system have access to its services and facilities.