



To: Joint Transit Advisory Board Members

From: Alfred Knotts, Transportation Planning Manager
Blake Fannesbeck, Transit and Public Works Director

Subject: Transit Planning and the Evolution of Joint Transit Advisory Board

Background:

Currently, Park City Municipal, in cooperation with Summit County, provides public transit services within the Park City Municipal city limits and portions of the unincorporated Summit County primarily synonymous with the Snyderville Basin residential communities and commercial centers. Service outside the Park City limits is provided on a contractual basis at a rate agreed upon by both parties related to the level of service requested by the County and as calculated consistent with "The Cost Worksheet" and "Monthly Payment Schedule" including in Exhibits "A" and "B" in the "PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL TRANSPORTATION AGREEMENT" (referred to here after as "Agreement") dated February 1, 2006, as amended. This Agreement also memorializes the establishment of the "Joint Transit Advisory Board (JTAB)." Specifically, Section 1.3 of the Agreements states the following:

Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required.

From the City's perspective, JTAB provides an effective and efficient forum in which to discuss, evaluate, and recommend modifications to both City and County services, however, since the execution of this agreement the political, financial, human, and economic landscape have changed significantly. Additionally, Park City Transit has recently undergone significant internal organizational changes. This memo has been prepared to propose internal and external modifications to address these changes and to reinforce the partnership and commitment to transit between Park City Municipal and Summit County.

JTAB Role and Responsibilities

JTAB – Transportation Planning would like to recommend that JTAB be “reconstituted” to function as intended in the 2006 Transit Agreement as Amended as well as provide additional “value added” with the following actions:

- Provide Monthly System Performance Reports (operating cost, passengers, VSH, VSM, cost per VSH, cost per VSM, cost per passenger, cost per VSH, cost per VSM, passenger per VSH, passenger per VSM)
- Provide monthly customer feedback reports- Public meetings, correspondence, customer comments, marketing efforts, onboard surveys
- Provide agenda to JTAB representatives in accordance with UOMA (i.e. public noticing)
- Include concise 1 page staff report for each in advance of meeting to focus meeting, encourage Council and public input, and to allow for advance preparation
- Document public meeting minutes/meeting notes
- Seek recommendations in advance of respective Council actions on transit related actions
- Conduct Annual Unmet Transit Needs Hearings
- Provide opportunity for input on seasonal route modifications as well as wholesale route modifications
- Hold meetings in a more formal setting and rotate locations between City and County facilities
- Appoint rotating staff level Chair

Responsibility to be assigned following concurrence on new procedures and processes.

Transportation Planning Department Roles and Responsibilities in Transit Planning

It is Transportation Planning’s role to ensure the implementation, operation, and maintenance of a comprehensive multi-modal transportation system that provides viable modes and facilities for all users. This includes bicyclist, pedestrians, inter and intraregional transit, freight and goods and service as well as the private automobile. A diagram of the transportation planning process is provided below to give holistic context.



Given the significant role inter and intraregional transit plays in Park City transportation system, Transportation Planning proposes to play a significant role in the following tasks:

- Service Planning and Analysis
- Special Event Service Planning
- Performance Measure Monitoring and Report
- Annual/Seasonal Onboard Surveys
- Transit Passenger Facility Planning and Implementation included multi-modal integration
- Transit ITS Integration into boarder ITS program
- Regional Interagency Coordination
- Short Range Transit Plan Development and Implementation Plan
- Annual UDOT STIP programming to ensure coordination between Surface Transportation Program and Mass Transit/FTA programs
- FTA Audit and National Transit Database Reporting

- Service Planning and Transportation Program Level Public Engagement (not Marketing)

Transit Service and Route Planning TAC

Transportation Planning recommends intradepartmental AND interagency TAC be established to develop, evaluate, and implement short and long range transit plans, including but not limited to the adopted Short Range Transportation Development Plan and adopted Long Range Transportation Plan/Transportation Master Plan. It is recommended that the TAC consist of the follow core representatives:

- Park City Transit/Public Works Director or delegate
- Park City Transportation Planning Manager or delegate
- Park City Transit Systems Manager or delegate
- Park City Transit Business Manager
- Summit County Regional Transportation Director
- Summit County Public Works Director
- Vail Resorts
- Deer Valley Resort
- UTA
- UDOT
- At large representative

In order to improve efficiencies, reduce cost, improve customer/rider satisfaction, and increase ridership it is recommended that the TAC meeting conduct a service planning workshop no later than August of each year to review the JTAB agreement, service rate fees, and develop draft budget, and service plan for the next calendar year and develop a updated supplemental transit plan for inclusion into the Statewide Transportation Improvement Program (STIP) prior to February of each year consistent with Section 1.1.3 Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, as amended.

Evaluating Existing Services

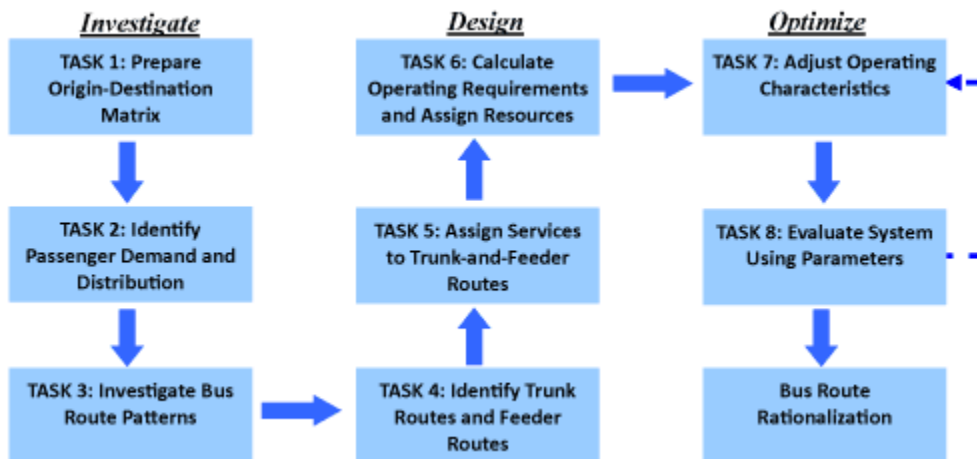
In evaluating existing and future services the following information/data sources shall be collected and evaluated prior to service changes:

- Existing Land use
- Employment/Census/Demographic information
- Major Activity Centers/Key Origins and Destinations
- Estimated Demand vs. Existing Demand
- Rider Surveys
- Productivity

Planning Future Services

- Existing and Proposed Land Use
- Employment/Census/Demographic information
- Traffic Counts
- Origin and Destination /Journey To Work Information
- Project daily ridership and cost/passenger
- Level Of Service and Associated Cost
- Sensitivity Analysis for on time performance
- Capital and Human Resource Requirements
- Title VI Analysis for underrepresented and underserved minority and low income populations

Recommended Process for Transit Planning



Attachment A : 2006 Interlocal Agreement
Attachment B: 2009 Interlocal Agreement - Amendment #1

ATTACHMENT A

**PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL
TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 12th day of February, 2006, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Kimball Junction area; and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".
2. The Equipment Inventory attached as Exhibit "C" and hereinafter referred to as "Equipment Inventory".

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory

c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2003.

1. SERVICES:

- 1.1. Purpose: The CITY hereby contracts with the COUNTY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2. Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3. Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1. Contract Term: The term of this AGREEMENT shall be from January 1, 2006 through December 31, 2006 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2. Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the

COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit "B", will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, herinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY'S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit "B" and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit "B". The timing of payments shall be in accordance with Exhibit "B". Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit "A".
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County's interest in this equipment The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride

facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.2 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

4.2 Vehicle Insurance:

1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such

policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.
3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

- 5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.
- 5.2 Medical Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.
- 5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.
- 5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow instruction of the COUNTY. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, the direction an organization such as the Police, Red Cross, or National Guard, or other such responsible entity which appear to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passenger
6. Management and marketing activities conducted
7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., $\text{County Transit Budget} / (\text{City Transit Budget} + \text{County Transit Budget})$).

6. AUTHORIZATION

- 6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.
- 6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.
- 6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a

mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, martial status or national original.

8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.

8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.

8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.

8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.

8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

COUNTY OF SUMMIT

By Robert [Signature]

Date 2/1/06

PARK CITY MUNICIPAL CORPORATION

By Dana Williams

Date 2/3/06

ATTEST:

[Signature]

Approved as to form:

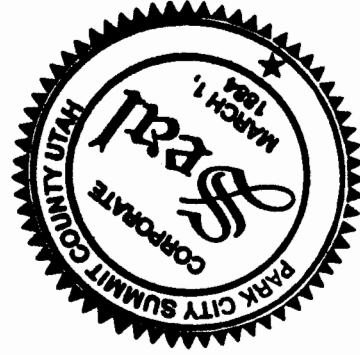
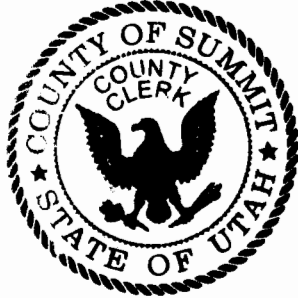
[Signature]
Date 2/1/06

ATTEST:

[Signature]

[Signature]

Date 2/1/06



PARK CITY - SUMMIT COUNTY TRANSIT
Billing Schedule For 2009 Summit County Bus Service

Full Winter Kimball: {224 Express East + 30 Min West Route & Early Morning and Afternoon Tripper Service} + Canyons Service & Circulator Year Round
Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-09	Feb-09	Mar-09	Apr-09	May-09	June-09	July-09	Aug-09	Sept-09	Oct-09	Nov-09	Dec-09	Total
Kimball Junction Service:													
Bus 1: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 2: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 3: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 4: for Hourly Express & East (2)	\$34,733	\$31,417	\$34,750	\$33,458	\$34,394	\$33,338	\$30,124	\$34,394	\$33,338	\$34,394	\$33,301	\$34,516	\$402,157
Early & Afternoon Tripper Service (2A)	\$5,661	\$2,121	\$2,628	\$1,012	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$5,281	\$17,853
Expanded ADA service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing - (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$39,565
Total - Kimball Service	\$139,310	\$124,471	\$136,294	\$123,757	\$119,243	\$115,542	\$114,974	\$119,243	\$116,565	\$119,243	\$116,956	\$132,002	\$1,477,600
The Canyons Bus Service:													
Bus 5 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$7,567	\$20,442	\$116,572
Bus 6 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,442	\$109,005
Canyons Circulator (7)	\$32,970	\$31,302	\$34,596	\$29,757	\$31,198	\$30,218	\$29,281	\$30,214	\$30,218	\$31,198	\$24,415	\$33,050	\$368,416
Annual Vehicle Replacement Fund (5A)	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$17,850
Total - Canyons Service	\$87,229	\$82,399	\$88,051	\$54,022	\$32,685	\$31,705	\$30,768	\$31,702	\$31,705	\$32,685	\$33,470	\$75,422	\$611,843
Total - Kimball & Canyons	\$226,539	\$206,870	\$224,345	\$177,778	\$151,928	\$147,247	\$145,742	\$150,945	\$148,270	\$151,928	\$150,426	\$207,425	\$2,089,443

Spare → 4

Notes:

- 1) **Bus cost calculation: Operating cost factor of 20.68% added to County portion of miles/hours**
 = (vehicle service hours * \$40.73) + (vehicle service miles * \$1.52) + 1.2 * \$3704/12 per vehicle/month
- 2) **224 Express Bus and East Route - Daily service from 7:00 AM to 9:00 PM (\$40.73/service hour and \$1.52/service mile)**
 Overhead cost factor of 20.68% added to County portion of total route miles/hours
- 2A) **Adds 1- hour to 14 AM Early Morning Worker Service and 1.5 Hours for Afternoon Canyons/Kimball Trippers- Service Planned to Start November 20, 2009**
- 3) **Included in fully allocated benefit based cost allocation model**
- 4) **Included in fully allocated benefit based cost allocation model**
- 5) **Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement**
 Forecasting 3% per year inflation factor; 20% local dollars of a 12 yr. vehicle replacement cost = \$94,957 Local dollars is \$7,913 per year per vehicle divided by 12 months per vehicle.
- 5A) **Three buses = 1 - Canyons Transit Bus + 1 - Canyons Transit Bus + 1 - Canyons Circulator Cutaway**
 Forecasting 3% per year inflation factor to 20% of a 12 yr. vehicle replacement cost for 2 Transit Buses = \$189,914 Local dollars is \$7,913 per vehicle divided by 12 months per vehicle.
 Forecasting 3% per year inflation factor to 20% of a 7 yr. vehicle replacement cost for 1 Cutaway Bus = \$14,169 Local dollars is \$2,024 per vehicle divided by 12 months per vehicle.
- 6) **The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$40.73/service hour and \$1.52/service mile)**
 Overhead cost factor of 20.68% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.
- 7) **Canyons Circulator Bus Route - Summer Service from 7:45 AM to 9:55 PM - April 13, 2009**
Winter Service (12/17/09 thru 4/17/2010) from 7:00 AM to 10:00 PM (\$ 40.73 / service hour and \$ 1.52 / service mile)
 Overhead Cost Factor of 20.68% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2008

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
621	1998	Jeep	Cherokee	5	1J4FJ68S1WL197519	No	105,424	36667EX	5311		Park City	
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	52,421	39956EX	5311	UT-18-X015	Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	225,733	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	175,599	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	118,517	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	113,563	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	126,405	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	155,697	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	92,253	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	104,810	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	103,124	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	192,031	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	178,987	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAUBV05CN77131	Yes	67,861	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	113,410	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	205,500	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	202,410	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	118,516	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	195,530	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	133,869	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	150,272	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	26,040	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	132,300	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	126,929	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	1,201	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	1,356	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	1,521	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	1,236	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	28,350	39965EX	5311	UT-18-X015	Park City	

ATTACHMENT B

FIRST AMENDMENT TO PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL TRANSPORTATION AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made and entered into this 15th day of DECEMBER, 2009, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Snyderville Basin area (Identified in Exhibit E); and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services; and

WHEREAS, the CITY is implementing the construction of its Expanded Ironhorse Transit Facility; and

WHEREAS, the County desires to use a portion of the Expanded Ironhorse Facility according to the terms of this First Amended Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".

2. The Equipment Inventory attached as Exhibit "C" and hereinafter referred to as "Equipment Inventory".

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory
- c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2007.

1. SERVICES:

- 1.1. Purpose: The COUNTY hereby contracts with the CITY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2. Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3. Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Councilor, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
 1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1 Contract Term: The term of this AGREEMENT shall be from January 1, 2010 through December 31, 2010 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2 Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are

provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit "B", will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, and Federal Transit Administration, Master Agreement, hereinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY'S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit "B" and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit "B". The timing of payments shall be in accordance with Exhibit "B". Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit "A".
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be

transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County's interest in this equipment. The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.
- 3.6 Expanded Ironhorse Transit Facility. The COUNTY acknowledges that the CITY is undertaking the expansion of the CITY'S existing transit facility located at 1053 Ironhorse Drive in Park City.
 - 3.6.1 City shall , subject to capacity of the Expanded Ironhorse Transit Facility, allow Summit County to use bus storage and maintenance bays for transit buses utilized to provide services under this agreement.
 - 3.6.2 Payment for Use. COUNTY will pay monthly for the twenty (20) year term the payment set forth in Exhibit D to this First Amended Agreement.
 - 3.6.3 Use of Expanded Ironhorse Facility. COUNTY'S use of the Expanded Ironhorse Transit Facility shall be solely for the storage and maintenance of transit buses utilized to provide service under this agreement.
 - 3.6.4 Change in Use. Any modification to the Expanded Ironhorse Transit Facility shall be at CITY's expense and shall not impact COUNTY'S use of that facility.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.3 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
- 4.2 Throughout the term of this AGREEMENT, the County shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage for County owned and maintained transit centers, bus stops, shelters, rest rooms and other passenger amenities. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the CITY.
- 4.3 Vehicle Insurance:
1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
 2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.

3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

- 5.1 **MANAGEMENT:** During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.
- 5.2 **Medical Assistance to Passengers:** In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.
- 5.3 **Uniform:** CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.
- 5.4 **Emergency Procedures:** In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow the instructions of authorized COUNTY officials. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, under the direction of, but not limited to, the Incident Commander, the Incident Liaison, the City Emergency Operations Center (EOC) or other responsible entity. Emergency use of transportation may include evacuation, transportation of injured, temporary shelter during inclement weather and movement of people to food and/or shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.
- 5.5 **Reporting:** On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:
1. Total ridership over the period, by route
 2. Vehicle service-hours and service-miles provided
 3. Percent on-time performance
 4. Number/percent of missed trips
 5. Number of missed passenger
 6. Management and marketing activities conducted

7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., County Transit Budget/(City Transit Budget + County Transit Budget)).

6. AUTHORIZATION

6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.

6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.

6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in

employment because of age, race, religion, color, sex, physical or mental disability, marital status or national original.

- 8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.
- 8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.
- 8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.
- 8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.
- 8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

SUMMIT COUNTY
MANAGER

By _____

Date

12-9-09

PARK CITY MUNICIPAL CORPORATION

By _____

Date

12/15/09

ATTEST:

Kenneth Callahan

Approved as to form:

David Thomas

Date 12/21/2009

ATTEST:

[Signature]

Dep City Attorney

Date 12/14/09

Exhibit A

Item	Total Actual Cost during FY 2008-2009				
	Total	Service Hrs	Service	Vehicle	Operating
Driver's Salaries & Benefits	\$2,498,843	\$2,498,843			
Supervisor's Salaries & Benefits	\$328,795	\$328,795			
Manager's Salaries	\$239,188				\$239,188
Admin. Charge (Gen. Fund)	\$484,730				\$484,730
Subscriptions	\$1,053				\$1,053
Memberships	\$6,723				\$6,723
Public Notices	\$2,533				\$2,533
Meetings, Conf., Travel	\$20,083				\$20,083
Recruitment/Training	\$19,159				\$19,159
Department Supplies	\$60,180				\$60,180
Office Supplies	\$2,412				\$2,412
Postage	\$877				\$877
Uniforms	\$35,053	\$35,053			
Building Maintenance	\$30,522				\$30,522
Printing	\$23,312				\$23,312
Photocopying	\$81				\$81
Electricity	\$12,578				\$12,578
Natural Gas	\$0				\$0
Telephone	\$1,789				\$1,789
Cellular Phone	\$5,810				\$5,810
Computer	\$0				\$0
Professional Services	\$4,708				\$4,708
Consulting Services	\$124,805				\$124,805
Vehicles and Equipment	\$9,349				\$9,349
Street Signs	\$5,072				\$5,072
Vehicle - Fuel	\$600,000		\$600,000		
Vehicle - Parts and Main. & Washing	\$677,000		\$677,000		
Vehicle Insurance	\$100,000			\$100,000	
Total Expenditures	\$5,294,653	\$2,862,691	\$1,277,000	\$100,000	\$1,054,963
Unit Quantities		66,916	1,033,806	34	E/(B+C+D)
Cost Per Unit		\$42.78	\$1.24	\$2,941.18	24.88%

**PARK CITY - SUMMIT COUNTY TRANSIT
Billing Schedule for 2010 Summit County Bus Service**

Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total
Kimball Junction Service													
Bus 1: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 2: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 3: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 4: for Hourly Express & East (2)	\$35,992	\$32,545	\$35,992	\$33,228	\$33,357	\$32,293	\$33,357	\$33,357	\$32,293	\$33,357	\$32,293	\$34,577	\$402,640
Early Morning Helper Service (2A)	\$1,747	\$1,614	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035	\$5,387
Expanded ADA Service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$40,265
Total - Kimball Service	\$135,518	\$122,906	\$134,761	\$115,513	\$110,768	\$107,350	\$110,768	\$110,768	\$107,350	\$110,768	\$107,350	\$126,917	\$1,400,736
The Canyons Bus Service													
Bus 5 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Bus 6 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Canyons Circulator (7)	\$35,275	\$31,897	\$35,275	\$33,965	\$34,974	\$33,858	\$34,974	\$34,974	\$33,858	\$34,974	\$33,858	\$35,277	\$413,162
Annual Vehicle Replacement Fund (5A)	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$20,393
Total - Canyons Service	\$86,260	\$78,184	\$86,260	\$53,627	\$36,674	\$35,557	\$36,674	\$36,674	\$35,557	\$36,674	\$35,557	\$76,619	\$634,319
Total - Kimball & Canyons Service	\$221,778	\$201,090	\$221,022	\$169,139	\$147,442	\$142,908	\$147,442	\$147,442	\$142,908	\$147,442	\$142,908	\$203,536	\$2,035,055

Notes: See Addendum One - Exhibit A for Cost per Service Hour / Mile and Overhead Cost Calculations

- 1) 224 Local Bus and West Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles Overhead cost factor of 24.88% added to County portion of total route miles/hours
- 2) 224 Express Bus and East Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles Overhead cost factor of 24.88% added to County portion of total route miles/hours
- 2A) Adds 0.42 Service Hours and 14.4 Service Miles daily to the 6 AM Schedule to accommodate Winter Season Early Morning Worker Service Loads
- 3) Included in fully allocated benefit based cost allocation model
- 4) Included in fully allocated benefit based cost allocation model
- 5) Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement
Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle
- 5A) Three buses = 2 - Canyons Transit Buses + 1 Canyons Circulator Cutaway
Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle
Forecasting 3% per year inflation factor to 20% local dollars of a 10 yr. vehicle replacement cost for 1 Cutaway Bus = \$47,8746. Local dollars is \$4,278 per year divided by 12 months.
- 6) The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Miles
Overhead cost factor of 24.88% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.
- 7) Canyons Circulator Bus Route - Summer Service operates from 7:45 AM to 9:55 PM
Winter Service operates from 7:00 AM to 11:00 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Mile
Overhead cost factor of 24.88% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2009

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	65,525	39956EX	5311	UT-18-X015	Park City	
602	2009	Chev	Colorado	5	1GCDT13E998133361	No	10,788	204276EX	53111		Park City	
603	2009	Chev	Equinox	5	2CNDL23F696234874	No	5,780	204354EX	5311		Park City	
604	2009	Chev	Malibu	5	10D98215964	No	5,921	204353EX	5311		Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	235,106	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	184,189	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	164,924	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	166,776	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	145,315	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	270,940	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	139,998	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	129,783	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	135,160	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	224,127	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	225,534	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAAUBV05CN77131	Yes	161,914	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	161,958	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	223,028	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	242,948	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	161,914	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	183,468	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	185,553	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	190,925	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	78,082	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	180,015	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	174,259	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	43,488	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	33,759	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	31,357	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	59,839	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	37,388	39965EX	5311	UT-18-X015	Park City	

Exhibit D

Facility Costs	
Facility Design and Engineering Cost	\$ 1,100,000
Facility Construction Cost	\$ 8,900,000
	\$ 10,000,000
ARRA Funding	\$ (3,000,000)
Remainder	\$ 7,000,000
Federal Share	\$ 5,600,000
Local Share (20% of remainder)	\$ 1,400,000

Facility Payment	
Annual Interest Rate	0.0093
Monthly Interest Rate	0.000775
Mostly Periods	240
Annual Payments	20
County Present Value	\$ 329,412
Future Value	0
Payment	1
Lump Sum	(\$329,412)
Monthly Payment	(\$1,503.46)
Annual Payment	(\$17,958.36)

Capital Renewal	
Replacement Cost	\$ 9,000,000
Annual Capital Renewal as % of	
Replacement Cost	2%
Total Annual Capital Renewal	\$ 180,000
County Annual Payment	\$ 42,353
County Monthly Payment	\$ 3,529

Lump Sum Payment	(\$329,412)	Annual or Monthly Capital Renewal Still Applies Throughout Term of Lease
Annual Lease Payment	(\$60,311.31)	
Monthly Lease Payment	(\$5,032.87)	

Fleet Percentage and Capital Renewal fund recalibrated with each SRTDP

Interest Rate using August Utah State Treasurer PTIF Pool Rate, rate adjusted each august

Does not reflect any finance costs that may be required if grant fund timing requires bridge financing

Capital Renewal fund will not be utilized for general facility maintenance only for the replacement of facility systems and subsystems to maintain or extend the facility's useful life.

The City shall maintain ongoing accounting record of the capital renewal fund sufficient to describe and document revenues, expenditures and fund balance.

Fleet Breakdown	
Canyons Ski Service	2
Canyons Connector	1
Kimball Shuttle	4
ADA	0
Spare Bus	1
County Fleet	8
City Buses	22
City Trolley	1
City 25' Cutaways	2
City ADA	1
City Fleet	26
Combined Fleet	34
	<u>Fleet %</u>
County Buses	8 24%
City Buses	26 76%
	34

Transit District

