



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 24, 2022

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Bruce Cardon
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of August 10, 2022, Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Sponsored Fare for Certain Special Events as part of Covid Rider Recovery Initiative Resolution Report
 - Executive Director Team Award
7. **Resolutions**
 - a. R2022-08-01 - Resolution Authorizing Execution of Supplement 2 to an Interlocal Cooperation Agreement with Provo City for the Provo Pedestrian Bridge as part of the TIGER First/Last Mile Program Grey Turner
8. **Service and Fare Approvals**
 - a. Service Agreement: Complimentary Service for Brigham City Peach Days (Box Elder Chamber of Commerce) Michelle Wallace

9. Budget and Other Approvals

- a. TBA2022-08-01 - Technical Budget Adjustment - 2022 Capital Budget
- Bill Greene
Daniel Hofer

10. Contracts, Disbursements and Grants

- a. Contract: Technical Assistance to Governments Program Cooperative Agreement (Mountainland Association of Governments - MAG)
- Nichol Bourdeaux
LaNiece Davenport
Dan Wayne
- b. Change Order: Cooperative Transportation Planning Agreement Amendment No. 1 (Wasatch Front Regional Council - WFRC)
- Nichol Bourdeaux
Andrew Gruber
Wayne Bennion

11. Discussion Items

- a. Zero Fare Transit Study Overview
- Alex Beim
Julie Bjornstad

12. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, September 14th, 2022 at 9:00 a.m.

13. Closed Session

Chair Carlton Christensen

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

14. Open Session

Chair Carlton Christensen

15. Adjourn

Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, August 23rd will be distributed to board members prior

to the meeting.

- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

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

TITLE:

Approval of August 10, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the August 10, 2022, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday August 10, 2022 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/773485.html) <<https://www.utah.gov/pmn/sitemap/notice/773485.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

ATTACHMENTS:

1. 2022-08-10_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 10, 2022

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Carlton Christensen, UTA Board Chair, delivered a brief safety message.

4. Public Comment

No online public comment was received for the meeting. Two in-person comments were received; one from Mayor Dirk Burton of West Jordan, the other from council member Ellen Birrell, Cottonwood Heights. Mayor Burton expressed his appreciation for transit and UTA. He suggested marketing efforts could emphasize the social and productive experience of riding the train; one that allows you to spend time connecting with family and friends or working/completing school assignments.

Ms. Birrell reported she is working diligently in Cottonwood Heights to encourage transit and active transportation use within her community.

5. Consent

a. Approval of July 27, 2022, Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- Personnel Decision
- APTA Commuter Rail CEO Workshop

Personnel Decision

Jay Fox, UTA Executive Director, announced Cheryl Beveridge as the new Chief Operating Officer. Ms. Beveridge had previously fulfilled this position in an interim capacity. Mr. Fox recognized Ms. Beveridge's leadership, commitment, and dedication to both customers, staff, and front-line employees. Ms. Beveridge's family, in addition to staff and senior leadership, were present at the meeting to support and congratulate Ms. Beveridge on her appointment.

APTA Commuter Rail CEO Workshop

Mr. Fox reported on the APTA Commuter Rail CEO workshop he recently attended in addition to discussions with other transit agencies across the country.

b. Financial Report - June 2022

Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, was joined by David Hancock, UTA Acting Director of Capital Development.

Mr. Armstrong presented the June 2022 financial report. He reviewed the financial operating dashboard and summarized operating revenue and expenses. Mr. Armstrong mentioned sales tax revenues for the month of May have dropped but revenues for 2022 are still above budget expectations. Passenger revenue for June is below budget which is partly due to adjustments, including paratransit fare revenue and matching funds. Mr. Armstrong expects these to even out over the course of the year.

Mr. Armstrong presented the June versus year-to-date budget actuals. He noted federal revenue shows a 41.2 percent monthly decrease but revenue estimates are 41.5 percent above budget for the year. This monthly variance is due to federal grants and stimulus funds received earlier than expected. The highest expenditure increase is fuel at 70.6% over budget for the month of June although the year-to-date fuel budget shows a 4.6% overage despite this year's fuel increases. Capitalized expenses are lagging due to catch up in addition to budget delays on capital projects.

Mr. Armstrong concluded his report by stating the budget is healthy and contingencies are in place for budget variances.

Questions concerning operating expenses and sales tax were posed by the Board and answered by Mr. Armstrong.

Capital Spending Budget - June 2022

David Hancock, UTA Acting Director of Capital Development, provided a progress report on the 2022 capital spending budget. Mr. Hancock noted expenditure to date is \$76.4 million which is 1% ahead of the of the planned \$75.3 million. Capital construction projects are 16 percent behind expenditure due to continual supply chain issues. Capital development projects are 21 percent below expenditure, due in part by late invoicing and differential costs.

Mr. Hancock reported on projects ahead of budget expenditure. These include infrastructure SGR, revenue and service vehicles, facilities - SGR, and safety and security projects. The Northern Utah County double track project, (Vineyard Station), is almost complete, ready for the grand opening this week.

Questions concerning contracts and the buses for the OGX project were posed by the board and answered by Mr. Hancock.

7. **Contracts, Disbursements and Grants**

a. **Contract: UTA-Tooele County Flex Route and On-Demand Microtransit Services Operating Agreement (Tooele County Health and Aging Services)**

Jaron Robertson, UTA Acting Planning Director, was joined by Ryan Taylor, UTA Special Services General Manager.

Mr. Robertson summarized details of the contract with Tooele County to provide Flex Route and On-Demand microtransit services. These services are outlined in the UTA Five-Year Service Plan and are scheduled to be implemented as part of the August 2022 Change Day.

Mr. Robertson requested board approval for a five-year agreement with Tooele County at a cost of \$9,105,434. The contract will run from August 2022 through December 2027.

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

b. **Change Order: Advertising Services Extension (Lamar Transit Advertising)**

Andrea Packer, UTA's Communications Director, outlined the agreement with Lamar Transit Advertising who provides advertising services to UTA. The seven-year contract was executed in 2013 and included up to three optional years. Two option years were executed in 2020 and 2021. Staff are requesting approval to exercise the third and final year of the contract from September 1, 2022, to August 31, 2023, at a minimum annual guarantee of \$2,322,000. After this time, the contract will be put out to bid under UTA's procurement process.

Questions concerning advertising trends and strategies were posed by the board and answered by Ms. Packer.

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

c. **Change Order: FrontRunner Forward Environmental Services Master Task Ordering Agreement, Task Order No. 3 - Advanced Conceptual Design for American Fork, Lehi, Woods Cross, Clearfield Strategic Double Track Projects (Parametrix Consult, Inc.)**

Janelle Robertson, UTA Project Manager, presented a change order with Parametrix Consult, Inc. for advanced conceptual design services for double track projects in

American Fork, Lehi, Woods Cross, and Clearfield. This task order is part of the FrontRunner Forward Environmental Services Master Agreement.

Ms. Robertson requested approval of Task order No. 3 to allow Parametrix to prepare advanced designs to assist UTA and UDOT in completing the environmental assessment, cost estimates, and a Federal Grant request. The proposed change order is valued at \$1,519,521, increasing the total contract value to \$2,288,862.

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

d. **Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 28 - Phase 5 On Site Underground Power Conduits and Vaults (Big D Construction)**

David Osborn, UTA Project Manager, presented a change order with Big D Construction to provide underground power conduit and vaults as part of the Depot District Clean Fuels Technology Center. Rocky Mountain Power requires UTA to install underground conduit and vaults so they can provide the necessary wiring, equipment, and power for the new facility. The proposed change order is valued at \$719,343, increasing the total contract value to \$74,056,450.

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

8. **Service and Fare Approvals**

a. **Fare Agreement: Ski Bus Service Agreement Amendment 1 (Snowbird Ski Resort, LLC)**

Kensley Kunkel, UTA Business Development and Sales Manager, referenced the Ski Bus service agreement with Snowbird Resort to provide transit service to employees and ski pass holders to Cottonwood Canyons during the winter and summer seasons.

Ms. Kunkel stated the agreement commenced on November 1, 2021, and ended on May 31, 2022. Both parties wish to extend the agreement through the summer season which will run from June 1, 2022, through October 31, 2022, with an additional contract amount of \$19,200 - \$24,500 (based on pass usage). UTA's revenue amount for the entirety of the contract, will increase to \$262,350 - \$267,650.

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

b. **Fare Agreement: Special Event Tickets for Transit Contract (Craft Lake City)**

This item was removed from the agenda.

9. **Discussion Items**

a. **Mixed Bus Fleet Composition Strategy**

Kyle Stockley, UTA Rail Infrastructure Project Manager, was joined by Hal Johnson, UTA Project Research and Development Manager, and Jordan Eves, UTA Business and Quality Analyst Supervisor to present the Mixed Fleet Composition Strategy.

Mr. Stockley summarized the key components of the proposed strategy as follows:

- 20-year plan
- 50% alternative fuels by 2042
- 38% Battery Electric, 14% CNG and 48% Clean Diesel
- Plan Complies with FTA's Zero Emission Transition Plan
- Review plan every 3 years
- Collaboration with UTA executives, leadership, regional and maintenance managers

Mr. Stockley covered several other topics including a summary of the team members, areas of analysis, data driven strategy, projected agency change, (how the fleet would be changed out), projected change by garage, and training needs.

Jordan Eves, UTA Business and Quality Analyst Supervisor, provided estimated project costs between 2021 - 2042 including implementation costs by propulsion type, (Electric, Clean Diesel, and CNG), and vehicle replacement cost per year.

Questions regarding acquisition costs, the rationale of 50% fleet replacement, comparisons between the alternative fuels, efficiency, powering of the fuels, maintenance, and training, were posed by the board and answered by staff.

Hal Johnson, UTA Project Research and Development Manager, discussed Hydrogen fuel. He explained how Hydrogen Drive works and the efficiency rates in comparison to using eco-friendly energy. He provided a fuel cell bus architecture visual and comparison between buses and fuel cell systems based on cost and mileage output.

Mr. Johnson shared some of the barriers in implementing a Hydrogen option. He noted it's a new energy source that UTA should consider, but further monitoring and evaluation is required as new hydrogen sources and opportunities are being introduced into the market.

Mr. Johnson made mention of a Transportation Electrification Forum he will be attending next month where various stakeholders will discuss their efforts to electrify transportation and create better air quality. It will include groups such as UTA, Rocky Mountain Power, academic researchers, FHWA, UDOT, WFRC, Envision Utah, CALSTART, CTE, government officials, and the public.

b. Adopt-A-Stop Program Update

Megan Waters, UTA Community Engagement Director, provided a brief update on UTA's Adopt-A-Stop program which allows businesses, 501C3 agencies, and government organizations, to adopt a local bus stop and provide stewardship of the stop. The stop must be located within a half mile radius of the adopter who is also

responsible for basic maintenance of the stop such as removal of litter and snow. Artwork can be incorporated for the stop which must meet UTA-approved criteria and guidelines.

Ms. Waters said this program has been fairly successful since its launch last year with three partners taking ownership of stops. UTA plans to expand its outreach to attract additional partners in providing this valuable resource to the community.

A question concerning guidelines for artwork was posed by the board and answered by Ms. Waters.

10. Other Business

- a. Next Meeting: Wednesday, August 24th, 2022 at 9:00 a.m.

11. Closed Session

a. Strategy Session to Discuss Collective Bargaining

A motion was made by Trustee Acerson and seconded by Trustee Holbrook to move into closed session. The motion carried by unanimous vote.

Chair Christensen called for a break at 10:49 a.m.

The meeting reconvened in closed session at 10:55 a.m.

At 11:16 a.m. Trustee Holbrook made a motion to return to open session and Trustee Acerson seconded the motion. The motion carried unanimously.

12. Open Session

The meeting returned to open session at 11:20 a.m. Chair Christensen noted Trustee Holbrook was excused from the meeting following the closed session, due to a commitment.

13. Adjourn

A motion was made by Trustee Acerson and seconded by Chair Christensen to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:21 a.m.

Transcribed by Hayley Mitchell
Executive Assistant to the Board
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/773485.html> for entire content.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

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

TITLE:

Executive Director's Report

- Sponsored Fare for Certain Special Events as part of Covid Rider Recovery Initiative Resolution Report
- Executive Director Team Award

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

- Sponsored Fare for Certain Special Events as part of Covid Rider Recovery Initiative Resolution Report (Kensy Kunkel)
- Discuss the Executive Director's Team Award and initial recipients



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Grey Turner, Manager of Engineering & Design

TITLE:

R2022-08-01 - Resolution Authorizing Execution of Supplement 2 to an Interlocal Cooperation Agreement with Provo City for the Provo Pedestrian Bridge as part of the TIGER First/Last Mile Program

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-08-01 authorizing Supplement 2 to the Interlocal Cooperation Agreement with Provo City to provide additional funds for the Provo Pedestrian Bridge Project as part of the TIGER First/Last Mile Program.

BACKGROUND:

TIGER Stakeholder Agreement and Supplement No. 1 between UTA and Provo City (Stakeholder Agreement 20-03245) were executed on May 14, 2020, between UTA and Provo City for the Pedestrian Bridge Project as part of the TIGER First/Last Mile Program with a total budget of \$4,470,325, of which \$2,684,302 was from TIGER grant funding and \$1,198,959 was matching funds provided by Mountainland Association of Governments (MAG). Supplement No. 2 will increase the budget of the Provo Pedestrian Bridge Project by \$3,516,850, of which, additional MAG funds, UDOT TTIF, UTA Partner funds, and Provo Community Block Development Grant (CDBG) program funds are being provided. The total Provo Pedestrian Bridge Project budget with Supplement No. 2 will be \$7,987,175.

This request is seeking approval of Supplement No. 2 to be issued this time.

A supporting Board agenda item will be considered at the August 24 Board meeting that will move \$1 million from UTA Partner Funds (Project MSP273) to this project through a Technical Budget Adjustment.

DISCUSSION:

The additional funding is required for construction of the Provo Pedestrian Bridge Project under the TIGER First/Last Mile Grant Project. Provo City has already been invoiced for Supplement No. 2 CDBG funds (\$616,850). The MAG funds will be transferred to UTA through the Federal Highway Administration (FHWA).

ALTERNATIVES:

Without the additional funding, there would not be enough budget to pay for the construction phase 2 of the Provo Pedestrian Bridge Project improvements at the city's request.

FISCAL IMPACT:

The additional Provo City funding will increase the overall TIGER Grant Project Budget by \$3,516,850. The additional funds were not included in the original 2017 TIGER project budget.

As part of this increase, UTA is proposing to allocate \$1 million from UTA Partner Funds (Project MSP273) to this project. A supporting Board agenda item will be considered at the August 24 Board meeting to move these funds to this project through a Technical Budget Adjustment.

ATTACHMENTS:

- Resolution R2022-08-01, including Exhibit A - Supplement 2

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF SUPPLEMENT 2 TO AN INTERLOCAL COOPERATION
AGREEMENT WITH PROVO CITY FOR THE PROVO PEDESTRIAN BRIDGE AS PART OF
THE TIGER FIRST/LAST MILE PROGRAM**

R2022-08-01

August 24, 2022

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

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

WHEREAS, the Authority and Provo have previously entered into an ILA, known as a TIGER Master Agreement, as well as Supplement 1 in Resolution R2020-04-05 for the construction of the Provo Pedestrian Bridge Project; and

WHEREAS, the Authority, and Provo desire to enter into a second supplement to the ILA as part of the TIGER First/Last Mile Program for Provo Pedestrian Bridge Project; and

WHEREAS, the ILA allows the provision of additional funding by Provo for the construction of the Provo Pedestrian Bridge Project; and

WHEREAS, Supplement 2 to adds \$3,516,850 to the project and brings the total project budget to \$7,987,175.

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

1. That the Board hereby approves Supplement 2 to the ILA with Provo in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Supplement 2 to the ILA, with Provo in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Supplement 2 to the ILA with Provo as attached as Exhibit A.

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 24th day of August 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:
David Wilkins
CA25CE8F60E344B...

Legal Counsel

EXHIBIT A

(Supplement 2 to the Interlocal Cooperation Agreement
with Provo City)

**SUPPLEMENT NO. 2 TO
STAKEHOLDER AGREEMENT
PROVO CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 20-03245-1	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: PRO_OP_1: BRIDGE-PEDESTRIAN OVERPASS; PROVO FR STATION		PROJECT VALUE OF CITY PROJECTS \$ 7,987,175
		CITY REPRESENTATIVE: GORDON HAIGHT

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ____ day of _____, 2022, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Provo City ("City").

The parties hereto entered into a Stakeholder Agreement dated May 14, 2020, (the "Agreement"), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered into a Supplement No. 1 to Stakeholder Agreement dated May 14, 2020 to outline specific details for City Project PRO_OP_1: Bridge-Pedestrian Overpass; Provo FR Station to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project PRO_OP_1: Bridge-Pedestrian Overpass; Provo FR Station, to be completed thereunder. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 remain in full force and effect unless otherwise specified herein.

1. **Estimated Total Cost of Work:** The parties hereto desire to increase the estimated budget for the City Project by Three Million Five Hundred Sixteen Thousand Eight Hundred and Fifty Dollars (\$3,516,850.00), for a total estimated budget of Seven Million Nine Hundred Eighty-Seven Thousand One Hundred Seventy-Five Dollars (\$7,987,175.00). The Estimated Total Cost of Work and funding sources is summarized below.

	SUPPLEMENT NO. 1	SUPPLEMENT NO. 2	TOTAL
ESTIMATED BUDGET:	\$4,470,325	\$3,516,850	\$7,987,175
ESTIMATED AMOUNT OF TIGER PARTICIPATION:	\$2,684,302	\$-300,000	\$2,384,302
ESTIMATED AMOUNT OF LOCAL CITY PARTICIPATION: (CITY-LOCAL)	\$0	\$0	\$0
ADDITIONAL FUNDING SOURCES (MAG - LOCAL)	\$0	\$300,000	\$300,000
ADDITIONAL FUNDING SOURCES (MAG - FEDERAL)	\$1,198,959	\$800,000	\$1,998,959

ADDITIONAL FUNDING SOURCES (UDOT SECTION 130)	\$500,000	\$0	\$500,000
ADDITIONAL FUNDING SOURCES (UDOT TAP LOCAL- STATE EXCHANGE)	\$87,064	\$0	\$87,064
ADDITIONAL FUNDING SOURCES (TTIF- LOCAL)	\$0	\$1,100,000	\$1,100,000
ADDITIONAL FUNDING SOURCES (UTA – PARTNER FUNDS)	\$0	\$1,000,000	\$1,000,000
ADDITIONAL FUNDING SOURCES (PROVO CDBG GRANT)	\$0	\$616,850	\$616,850

Upon full execution of this Supplement No. 2, UTA will be authorized to continue construction for the work covered under the City project described in Supplement No. 2 and the City will be invoiced for the City Participation funds. City shall be responsible for all costs in excess of the TIGER Grant funding less the City Participation funds identified herein. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
 Title _____
 Date: _____

By _____
 Title _____
 Date: _____

DocuSigned by: Approved as to Form:

Mike Bell 7/28/2022
 70E33A415BA44F6...
 UTA Legal Counsel

PROVO CITY

By Logan M. Haight
 Title City Engineer
 Date: 6/29/22

By _____
 Title _____
 Date: _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Michelle Wallace, Acting RGM Ogden Business Unit

TITLE:

Service Agreement: Complimentary Service for Brigham City Peach Days (Box Elder Chamber of Commerce)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve the complimentary service request for the Brigham City Peach Days and authorize execution of the Complimentary Service Agreement with the Box Elder Chamber of Commerce

BACKGROUND:

UTA, Brigham City, and Box Elder County have been longstanding partners. Since 2006, these partners have worked together to support transportation initiatives for the Brigham City Peach Days Event. Staff proposes that UTA continue to support Peach Days in 2022 by providing two (2) traditional shuttle routes. The Shuttles will provide transportation from the USU Brigham City Campus to the East and West sides of the event, as well as transport runners to the start line for the 10k race. 35,000 people are expected to attend this year's event. No fare revenue will be collected on these 2 shuttles.

UTA will also enter buses in the parade and car show.

DISCUSSION:

UTA recommends partnering with the Peach Day's event to provide complimentary service for the 2022 event as described above and authorizing execution of the Complimentary Service Agreement.

CONTRACT SUMMARY:

Contractor Name: Box Elder Chamber of Commerce
Contract Number: 22-F0298
Base Contract Effective Dates: Duration of Peach Days event September 2022
Extended Contract Dates: NA
Existing Contract Value: NA
Amendment Amount: NA
New/Total Contract Value: \$0
Procurement Method: NA
Budget Authority: 2022 Operating Budget

ALTERNATIVES:

Do not provide complimentary shuttle service and negotiate a separate contract.

FISCAL IMPACT:

The total value of service is estimated to be \$7,783 and is detailed below:

PEACH DAYS HOURS AND MILES ESTIMATED 2021

<u>HOURS</u>	<u>COST PER HOUR</u>	<u>TOTAL COST</u>
60	\$67.00	\$4,020
<u>MILES</u>	<u>COST PER MILE</u>	<u>TOTAL COST</u>
710	\$5.30	\$3,763
		<u>GRAND TOTAL</u>
		\$7,783

ATTACHMENTS:

Complimentary Bus Service Agreement

**UTA COMPLIMENTARY BUS SERVICE
AGREEMENT**

Whereas Requesting Entity has requested that UTA provide complimentary bus service in support of its event described below; and

Whereas UTA is willing to provide the requested complimentary service as described below;

Whereas Requesting Entity is willing to accept responsibility for third party claims associated with UTA's participation in this event;

Now therefore, the Parties agree as follows:

Terms Defined:

Requesting Entity: Box Elder Chamber of Commerce

Description of Event: Peach Days

Description of Service Requested: UTA will provide two (2) traditional shuttle service buses to transport passengers to and from the Bonneville Car Show and the Peach Days Festival. An additional bus will be provided to transport runners participating in the Peach Days 10K race.

Agreement:

1. UTA agrees to provide the complimentary service as described under "Description of Service" above.
2. Requesting Entity agrees that UTA shall maintain complete control of its busses including routing and operation of busses as well as the right to deny passage to belligerent, unruly or intoxicated passengers.
3. The Parties understand that the transit services being used under this Agreement are public transit services. As such users must comply with all UTA rider rules and rules governing the use of public transit services.
4. Requesting Entity agrees to hold UTA harmless and indemnify UTA from all 3rd party claims arising from UTA's provision of the requested complimentary service unless the injury or damage underlying the claim was caused by UTA or its employees.

Agreed to this 10th day of September 2022.

REQUESTING ENTITY

Name:

Title:

Date:

UTAH TRANSIT AUTHORITY

Name:

Title:

Date:

Name:

Title:

Date:

Approved as to Form:

DocuSigned by:

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Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Daniel Hofer, Manager, Capital Assets and Project Controls

TITLE:

TBA2022-08-01 - Technical Budget Adjustment - 2022 Capital Budget

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

It is recommended that the Board approve the Technical Budget Adjustment TBA2022-08-01 to transfer \$4,014,000 of contingency and Partnership funds to the six projects as presented.

BACKGROUND:

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement four (4) projects with funds from the capital contingency fund and two (2) projects from the Partnership Project fund. This proposed technical budget adjustment will transfer \$4,014,000 to these projects to ensure delivery of the capital program, take advantage of two partnership opportunities, and correct technical budget errors.

This request also addresses an oversight in the Carryforward process whereby funding for an ongoing project was not included in the list reviewed and approved by the Board at their April 27, 2022, meeting. Staff is requesting addition of project MSP210- Update Bike Racks to the Carryforward list for 2022.

DISCUSSION:

SGR407- Bus Stop Enhancements

This project has a current budget of \$1,000,000. This project was funded in 2022. UTA was approached with a

partnering opportunity with Salt Lake City to participate in bus stop improvements on the 200 South rehabilitation project. Salt Lake City has requested UTA contribute \$1,300,000 to this effort. This would be a financial contribution only. UTA is requesting to transfer \$1,300,000 from its Partnership Projects fund to SGR407- Bus Stop Enhancements to participate in this effort. This would increase the overall SGR407 project budget from \$1,000,000 to \$2,300,000. This would reduce the 2022 Partnership Project budget authority from \$9,700,000 to \$8,400,000.

MSP205 - TIGER Program of Projects

UTA is seeking Board approval to execute a \$3.5 million funding supplement to the Interlocal Cooperation Agreement with Provo City to complete Phase 2 of the Provo Pedestrian Bridge.

As part of the funding agreement, UTA has committed \$1 million, to be transferred from MSP273 - Public Partnership Projects. This would increase the overall MSP205 2022 project budget from \$8,506,000 to \$9,506,000. This would further reduce the 2022 Partnership project budget authority from \$8,400,000 to \$7,400,000.

No additional 2022 budget authority would be needed for the TIGER Program of Projects related to this request.

REV211- Bus Replacement

UTA has been notified by its bus vendor, Gillig, that cost escalation on the current procurement contract will increase the price by \$720,000. UTA project staff is working with Procurement and Gillig to execute a change order to the contract to address this escalation.

This request would transfer \$720,000 from MSP999- Capital Contingency to REV211 and increase the overall REV211 project budget from \$11,307,289 to \$12,027,289.

FMA645- Camera Sustainability

An unforeseen issue at American Fork FrontRunner station is affecting the performance of UTA's security cameras in the parking lot. This is primarily due to the cable runs installed during the initial installation that went above and beyond industry standards in terms of typical cable lengths. This issue is impacting the performance of the cameras in the area.

To remedy the situation, UTA is requesting \$50,000 from Contingency. This would raise the overall FMA645 project budget from \$470,000 to \$520,000 and work will be completed this year.

MSP122- Positive Train Control

This request transfers \$800,000 from Contingency to the MSP122- Positive Train Control project. The request primarily stems from an administrative oversight, creating the need to cover the costs for an unpaid December, 2021 invoice. Carryover funds were not requested for this project due to the belief the invoice had been paid. This has created a funding gap in the project. This request is to cover the amount of that unpaid invoice and cover the remaining obligations through the end of 2022.

This request would raise the overall budget of MSP122 from \$302,000 to \$1,102,000

MSP210- Update Bike Racks on FrontRunner

Due to a programming error, this project with existing 2021 budget authority was not included in the 2022

budget or the 2022 Carryforward process. A total of \$296,000 in 2021 expenditure authority was available to carryforward.

FRA recently approved UTA's bike rack design and this project is now ready to proceed. It is funded by two previously awarded federal grants. The revised budget is \$440,000 with \$290,600 in grant funds and \$149,400 in UTA money.

This request seeks to recognize the \$296,000 in carryforward from 2021 and augment that funding with \$144,000 from the Contingency project.

MSP273 - Public Partnership Projects

This funding initiative was created in the Capital program to fund transit improvements with local partners and stakeholders. Working with our partners and MPOs, projects are identified and prioritized for funding. The two projects in this request will support local transit investments in Salt Lake and Utah Counties.

Funding transfers to these two projects total \$2.3 million. This will leave a balance of \$7.4 million in the Public Partnership Project for 2022 available for transfer to other emerging projects.

MSP MSP999- Capital Contingency

The current budget amount for the Capital Contingency fund is \$4,060,000. Based on the requests for this budget adjustment, the net result will be the transfer of approximately \$1,714,000 to the four capital projects identified here. This will leave a balance of approximately \$2,346,000 in the Capital Contingency fund.

ALTERNATIVES:

The Board may consider approving all or some of the proposed technical budget adjustments and make recommendations to staff accordingly.

FISCAL IMPACT:

These requests will be covered by existing budget authority. There is no fiscal impact to UTA's capital budget as a result of these transfers. This request will not impact UTA's 2022 Budget Authority or 5-year fund balances.

ATTACHMENTS:

TBA2022-08-01 - Technical Budget Adjustment - 2022 Capital Budget, Exhibit A

UTAH TRANSIT AUTHORITY
Exhibit A - 2022 Budget Amendment
Technical Budget Adjustment - August 24 2022

Funding Sources	Amended 2022 Budget	Tranfers	Adjusted 2022 Budget	2021 Carry Forward
UTA Current Year Funding	127,428,500	-	127,428,500	-
Grants	44,869,500	-	44,869,500	296,000
Local Partner Contributions	10,693,000	-	10,693,000	-
State Contribution	33,446,000	-	33,446,000	-
Leasing	15,832,000	-	15,832,000	-
Fund Balance	-	-	-	-
Total Funding Sources	232,269,000	-	232,269,000	296,000

Expense

State of Good Repair	70,588,000	-	70,588,000	
Depot District	32,562,000	-	32,562,000	
Ogden/Weber BRT	25,465,000	-	25,465,000	
Front Runner Forward	15,000,000	-	15,000,000	
Mid Valley Connector	10,000,000	-	10,000,000	
Optical Detection Next Steps	475,000	-	475,000	
Meadowbrook Expansion	466,000	-	466,000	
Tooele Bus Facility	684,000	-	684,000	
Route End of Line Enhancements	1,500,000	-	1,500,000	
TRAX Operational Simulator	1,700,000	-	1,700,000	
Transit Signal Priority On-board Units	110,200	-	110,200	
MSP 254 Techlink Corridor Study	450,000	-	450,000	
NP-69 Techlink Corridor Study	-	-	-	
Gap Filler on FR Stations	750,000	-	750,000	
Bus Stop Improvements Utah Co.	288,000	-	288,000	
Station Area Planning	120,000	-	120,000	
Fiber Rehab and Replacement	750,000	-	750,000	
Meadowbrook Flooring/Lighting	140,000	-	140,000	
Northern Utah Double Track	800,000	-	800,000	
Bus Stop Enhancements	1,000,000	1,300,000	2,300,000	
Bus Replacement	11,307,289	720,000	12,027,289	
Camera Sustainability	470,000	50,000	520,000	
Positive Train Control	302,000	800,000	1,102,000	
TIGER Program of Projects	8,506,000	1,000,000	9,506,000	
Public Partnership Projects	9,700,000	(2,300,000)	7,400,000	
Bike Racks on Front Runner	-	144,000	144,000	296,000
Capital Contingency	4,060,000	(1,714,000)	2,346,000	
Other Capital Projects	35,075,511	-	35,075,511	-
Total Budget	\$ 232,269,000	\$ -	\$ 232,269,000	\$ 296,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
LaNiece Davenport, Planning and Policy Director, MAG
Dan Wayne, Community Planning Director MAG

TITLE:

Contract: Technical Assistance to Governments Program Cooperative Agreement (Mountainland Association of Governments - MAG)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve the UTA and Mountainland Association of Governments (MAG) Technical Assistance to Governments Program Cooperative Agreement, and authorize UTA's Executive Director to execute the agreement and associated disbursements with MAG in the amount of \$500,000.

BACKGROUND:

This Cooperative Agreement sets the terms and understanding between the Utah Transit Authority (UTA) and Mountainland Association of Governments (MAG) to create an ongoing program that is an objective and performance-based method of awarding planning technical assistance to city-led local government projects in the MAG region (Summit, Utah, and Wasatch counties). This partnership will support the local governments within the MAG region by funding coordinated transportation and land use planning projects and studies that support local and regional goals by means of multi-jurisdictional and/or multi-agency collaboration between UTA and MAG and other key stakeholders. The program's goals are to:

- Maximize the value of investment in public infrastructure.
 - Enhance access to opportunity.
 - Increase travel options to optimize mobility.
 - Create communities with opportunities to live, work, and play.
-

DISCUSSION:

UTA and MAG staff will provide an overview of the Technical Assistance to Governments Program Cooperative Agreement.

Traditionally, UTA has informally contributed approximately \$70,000 per year for various projects which support MAG with transportation and other planning studies. This agreement formalizes this partnership and UTA's commitment of funds, while also increasing UTA's contribution from \$70,000 to \$100,000 per year. This program is similar to the agreement and partnership with the Wasatch Front Regional Council's TLC program to which UTA also contributes annual funds. These programs and planning studies support local and regional goals by means of multi-jurisdictional and/or multi-agency collaboration between UTA, MAG, WFRC, and other key stakeholders.

CONTRACT SUMMARY:

Contractor Name:	Mountainland Association of Governments
Contract Number:	22-03603
Base Contract Effective Dates:	August 24, 2022 - December 31, 2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$500,000
Procurement Method:	N/A
Budget Authority:	To be included in the 2023 Strategic Planning Budget

ALTERNATIVES:

It is recommended UTA continue with these programs, but as an alternative, UTA could cease participation and stop funding such programs.

FISCAL IMPACT:

2023 NTE (MAG FY23-24): \$100,000
2024 NTE (MAG FY24-25): \$100,000
2025 NTE (MAG FY25-26): \$100,000
2026 NTE (MAG FY26-27): \$100,000
2027 NTE (MAG FY27-28): \$100,000
Total Not-to-Exceed: \$500,000

ATTACHMENTS:

UTA Contract No. 22-03603: UTA-MAG Technical Assistance to Government Program Cooperative Agreement

COOPERATIVE AGREEMENT
BETWEEN
UTAH TRANSIT AUTHORITY
AND
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS
FOR
TECHNICAL ASSISTANCE TO GOVERNMENTS PROGRAM PARTNERSHIP
UTA Contract No. 22-03603

Background

This Cooperative Agreement sets the terms and understanding between the Utah Transit Authority (UTA) and Mountainland Association of Governments (MAG) to create an ongoing program that is an objective and performance-based method of awarding planning technical assistance to city-led local government projects in the MAG region (Summit, Utah, and Wasatch counties). This partnership will support the local governments within the MAG region by funding coordinated transportation and land use planning projects and studies that support local and regional goals by means of multi-jurisdictional and/or multi-agency collaboration between UTA and MAG and other key stakeholders. The program's goals are to:

- Maximize the value of investment in public infrastructure.
- Enhance access to opportunity.
- Increase travel options to optimize mobility.
- Create communities with opportunities to live, work, and play.

The program will be accomplished by working with partners and local governments to complete approximately 5-10 projects per funding year depending on the size and scope of each project.

This Cooperative Agreement is made and entered into this 24th day of August, 2022. Between Mountainland Association of Governments ("MAG") and Utah Transit Authority ("UTA") (hereinafter referred to as the "Parties" or each individually, a "Party").

WHEREAS, MAG, UTA and other stakeholders have determined to cooperate in organizing a program, to be known as the MAG Technical Assistance to Governments Program ("TAG"); and

WHEREAS, the TAG's main objective will be to provide technical assistance to cities and counties to help facilitate land use planning and associated implementation activities and help with efforts that proactively address anticipated growth, within a regional context; and

WHEREAS, the Parties desire to outline the responsibilities of the Parties in the organization, management, and operation of the TAG.

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference,

and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. **Purpose.** The TAG will be used to assist communities in land use, active transportation planning, and integrated land use/transportation efforts from visioning and analysis to planning and design prior to entitlement and construction. The program also encourages communities to integrate their land use and regional transportation plans, helping to meet local goals for livable and vibrant communities. Communities will have the opportunity to request assistance, in the form UTA or MAG staff time, consulting, and training.
2. **Requests for Assistance.** On an annual basis, commencing in FY 2023, communities, cities and counties will be notified of the opportunity to participate in the TAG. Specific projects that will be considered for assistance may include but are not limited to:
 - a) Station area plans,
 - b) Transit oriented development studies
 - c) First/last mile connectivity studies
 - d) Active transportation plans
 - e) Visioning efforts
 - f) General plans - coordinated transportation (all modes) and land use (economic development, housing, etc.) planning
 - g) Transportation facilities studies and plans
 - h) Transportation master plans
 - i) Place-making plans and studies
 - j) Transit demand and feasibility analysis
 - k) Access to transportation for low income and minority communities
 - l) Transit/pedestrian supportive design
 - m) Micro and macro transportation modeling
 - n) Land use planning and ordinance development
 - o) Access to transportation for low income and minority communities
 - p) Transit/pedestrian supportive design,
 - q) Micromobility studies (ie; scooter share, ebikes, bikeshare).
3. **Submittal of Requests.** The notice of opportunity to communities will include an annual deadline for submittal of requests, together with the application process to be completed and submitted. The notice of opportunity shall include aspirational goals of projects to be supported by the TAG, including by way of example only, the following:
 - a) Help local governments create desired livable communities and create opportunities for transit oriented community growth
 - b) Foster a prosperous and livable region as outlined in the Wasatch Choice Vision, a regional visioning plan
 - c) Encourage coordination of land use plans with existing or planned regional transportation

- d) Reduce travel demand and enhance the performance of the overall multi-modal transportation system by enabling shorter commutes, providing more travel choices, and cultivating alternative land development strategies
 - e) Promote multi-jurisdictional collaboration and outcomes of regional significance
 - f) Encourage the coordination and strategic implementation of transportation, land use, and economic development plans and programs
 - g) Support local outreach and engagement efforts that promote broad stakeholder involvement
 - h) Create communities with opportunities to live, work, and play
 - i) Maximize the value of investment in public infrastructure
 - j) Increase travel options to optimize mobility
- 4. Selection of Projects.** UTA and MAG shall appoint members to the selection committee, to determine which applications will be accepted. The selection committee shall have a criteria-screening form, in form and substance agreed upon between the Parties in advance. Once the selection process is complete, MAG shall notify the communities whose projects were selected (the "Selected Projects"), and shall develop a schedule and plan for each Selected Project with that community. In the event a Selected Project is unable to initiate and/or proceed through to completion as described in the associated project application, the Parties will evaluate such inability on a case-by-case basis, and mutually decide how to utilize the previously awarded funds. Such project matters are to be discussed and determined in the course of the Parties' quarterly progress report meetings.
- 5. Consultant Procurement.** Selection of a Consultant to assist in the TAG shall be completed by public procurement process, in accordance with and as required by, appropriate Federal and State procurement law. MAG shall prepare and release the request for proposals. After selection of a Consultant, based upon the needs of the Selected Projects, MAG will enter into a contract with the selected Consultant. In lieu of MAG initiating a competitive bid process, the Procurement Agent may use contractors from the MAG/WFRC Consultant Pool who have been pre-qualified and selected using the competitive bid process.
- 6. Graphical Information System (GIS) Materials and Data Shared.** In order that the Parties may share information in performing their respective duties to provide the best planning services to the citizens and jurisdictions, subject to any intellectual property agreement between any one of the Parties or any one of the Communities, the Parties agree to the following:
- a) The Parties will share appropriate GIS information, as required, to enhance the ability to appropriately identify geographic information.
 - b) The Parties will establish protocols and procedures that foster timely maintenance and protection of data.
 - c) The Parties agree to notify each Party of data errors or other related issues which arise in the course of managing any GIS data or other geographic information or data.

- d) MAG will provide to UTA electronic copies of each final deliverable produced by Consultant, or resulting from any work completed or undertaken on each of the Selected Projects. MAG will maintain and make available to all funding partners the final deliverables and associated source files.

- 7. UTA Contribution.** Subject to UTA's annual budgeting process, and subject to termination as described in Section 12 below, UTA will provide funding for the TAG, in the amounts noted below. Such funding shall be paid by UTA to MAG on an annual basis on or near the start of each MAG fiscal year. The anticipated funding amounts to be provided by UTA to MAG will begin in MAG's Fiscal Year 2024 (July 1, 2023 - June 30, 2024), and continue annually for the next five (5) fiscal years. The funding amounts and year of payment are shown in the table below:

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

- 8. Agreement Duration.** This Cooperative Agreement shall be effective from the signing of this document by the authorized officials from both MAG and UTA and will remain in effect for five (5) years (ending 5 years from the date the contract is executed) or until modified or terminated by any one of the partners by mutual consent. The duration of this Cooperative Agreement may be extended by amendment annually thereafter as approved by both parties.
- 9. MAG Contribution.** Mag shall administer the TAG program using funds from other sources.
- 10. Use of TAG Resources.** TAG funding may be used to pay for Consultants, MAG staff assistance to communities, program management, and associated costs. A fund will be established at or by MAG to support the TAG program as requests for funding are processed. Funding of the program will be as follows:
- MAG will be the primary administrator of the TAG, and be responsible for coordinating directly with all program participants and administering support for the Selected Projects.
 - MAG will submit annually a comprehensive list of all Selected Projects to UTA and any additional funding partners.
 - MAG will invoice UTA on an annual basis and according to the annually scheduled amounts as outlined above in Section 7.
 - MAG will manage and administer the TAG fund and provide annual accounting statements and progress reports to UTA as detailed in Section 11.
- 11. Reporting.** MAG will manage and administer the TAG program and funds, and will provide quarterly accounting statements and progress reports to UTA. These accounting statements and progress shall be delivered to UTA at each committee project meeting which shall be held on a mutually acceptable date. Additional accounting statements and progress reports will continue on an annual basis until all programs and Selected Projects have been completed or terminated. The Parties acknowledge that TAG projects may be

completed beyond the dates of a fiscal year. Annual reports will be structured containing these sections as follows:

- a) Accounting Summary
- b) Program Management Summary – including Selected Project updates
- c) Program Monitoring Summary - including any information relevant to the status of the TAG program in the region

12. Termination. This Agreement shall be effective for a five (5) year, sixty (60) month term. This Agreement may be renewed for additional year(s) under the same terms and conditions as agreed upon by all Parties, and shall be so renewed unless either party gives notice of its desire to terminate the Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement upon not less than six (6) months' written notice to the other, for any reason or for no reason. Additionally, in the event UTA's budget process does not provide funding for the TAG in any given budget year, then upon notice to MAG, within sixty (60) days of adoption of such UTA budget, UTA may terminate this Agreement and the funding obligations hereunder.

13. Miscellaneous.

- a) Effective Date. This Agreement shall take effect upon the last date of signature below. It may be amended by mutual written agreement of the Parties and will remain in effect until terminated as provided hereinabove.
- b) Business Association. This Agreement creates a contractual cooperative agreement and not a partnership, joint venture or other formal business association.
- c) Agency. This Agreement does not empower the either Party as the agent of the other. Neither Party may enter into any obligation or commitment on behalf of the other.
- d) This Agreement shall be governed by and in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have subscribed their names and seals

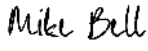
UTAH TRANSIT AUTHORITY

By _____
Jay Fox, Executive Director

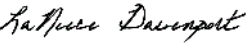
Date: _____

By _____
Nichol Bourdeaux, Chief Planning and Engagement Officer

Date: _____

DocuSigned by:
By  _____
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Mike Bell, Assistant Attorney General
UTA Counsel
8/3/2022
Date: _____

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

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By  _____
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LalNiece Davenport, Planning and Policy Director
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Date: _____

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April Sandberg, Finance Director
8/3/2022
Date: _____

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By  _____
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Michelle Carroll, Deputy Director
8/3/2022
Date: _____



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
Andrew Gruber, Executive Director, Wasatch Front Regional Council
Wayne Bennion, Director of Short Range Planning, WFRC

TITLE:

Change Order: Cooperative Transportation Planning Agreement Amendment No. 1 (Wasatch Front Regional Council - WFRC)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve Amendment No. 1 to the UTA and Wasatch Front Regional Council (WFRC) Cooperative Transportation and Planning Agreement and authorize UTA's Executive Director to execute the amendment and associated disbursements with WFRC in the amount of \$1,150,000.

BACKGROUND:

In 1995, UTA and WFRC entered into a Cooperative Transportation and Planning Agreement (UTA Contact No. UT94-134VT) for implementing working arrangements between the parties, for the development of the Unified Work Program, for the completion of the work included in the Unified Work Program, for the financial transactions required to implement the Unified Work Program, for progress reporting and auditing, and for other requirements as necessary. Under this agreement, UTA is obligated to provide matching funds to WFRC required for the Federal Transit Administration Section 5303 metropolitan planning funds allocated to WFRC as part of the Consolidated Planning Grant administered by the Federal Highway Administration (FHWA). The amount of match provided by UTA has been approximately 20% to the 5303 allocation amount which has recently surpassed \$200,000.

The Public District Transit Act (UCA 17b-2a-801 et. seq.) requires the UTA Board of Trustees to approve any contract or expense exceeding \$200,000. This contract amendment clarifies the UTA match obligation of this contract and establishes compensation in not-to-exceed amounts by UTA over the next five fiscal years.

DISCUSSION:

UTA and WFRC staff will provide an overview of the 1995 Cooperative Transportation and Planning Agreement and Amendment No. 1.

CONTRACT SUMMARY:

Contractor Name:	Wasatch Front Regional Council
Contract Number:	UT94-134VT-1
Base Contract Effective Dates:	April 25, 1995
Extended Contract Dates:	2022-2026
Existing Contract Value:	\$1,794,169 (2007-2021; based upon available data)
Amendment Amount:	\$1,150,000
New/Total Contract Value:	\$2,944,169
Procurement Method:	N/A
Budget Authority:	2022 Strategic Planning Budget

ALTERNATIVES:

UTA and WFRC have a long-term partnership and funding arrangement with the Cooperative Transportation Planning Agreement. Amendment No. 1 clarifies UTA's financial obligation and allows both parties better opportunities for financial planning over the next five years. Without Amendment No. 1, UTA would need to terminate the agreement which could have an adverse impact to both parties.

FISCAL IMPACT:

2022 NTE (WFRC FY2023): \$220,000
2023 NTE (WFRC FY2024): \$225,000
2024 NTE (WFRC FY2025): \$230,000
2025 NTE (WFRC FY2026): \$235,000
2026 NTE (WFRC FY2027): \$240,000
Total Amendment No. 1 Not-to-Exceed: \$1,150,000

ATTACHMENTS:

UTA Contract No. UT94-134VT-1, Amendment No. 1 to the Contract between UTA and WFRC
UTA Contract No. UT94-134VT, Contract between UTA and WFRC

Amendment No. 1
to the
CONTRACT BETWEEN WASATCH FRONT REGIONAL COUNCIL AND
UTAH TRANSIT AUTHORITY
UTA Contract No. UT94-134VT-1

WHEREAS, on April 25, 1995, the Wasatch Front Regional Council (WFRC) and Utah Transit Authority (UTA) (together the “Parties”) entered a contract (Contract) for the purpose of implementing the working arrangements between the Parties, for the development of the Unified Work Program, for the completion of the work included in the Unified Work Program, for the financial transactions required to implement the Unified Work Program, for progress reporting and auditing; and

WHEREAS, under the Contract, UTA is obligated to provide matching funds to WFRC required for the Federal Transit Administration Section 5303 metropolitan planning funds allocated to WFRC as part of the Consolidated Planning Grant administered by the Federal Highway Administration (FHWA); and

WHEREAS, the amount of match provided by UTA has been approximately 20% to the 5303 allocation amount which has recently surpassed \$200,000, and

WHEREAS, the Public District Transit Act (UCA 17b-2a-801 et. seq.) requires the UTA Board of Trustees to approve any contract or expense exceeding \$200,000, and

WHEREAS, UTA has a requirement to clarify its match obligation and obtain the approval of its Board of Trustees for the match expenditure.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. UTA’s full match obligation under Section VII (COMPENSATION), paragraphs 5 and 6, shall be as described in the table below:

FY* 2023	FY 2024	FY 2025	FY 2026	FY 2027
\$220,000 or 20%** to the FFY*** 2022 Section 5303 allocation amount, whichever is less.	\$225,000 or 20% to the FFY 2023 Section 5303 allocation amount, whichever is less.	\$230,000 or 20% to the FFY 2024 Section 5303 allocation amount, whichever is less.	\$235,000 or 20% to the FFY 2025 Section 5303 allocation amount, whichever is less.	\$240,000 or 20% to the FFY 2026 Section 5303 allocation amount, whichever is less.

*FY means WFRC's fiscal year which runs from July 1st through June 30th.

**20% is calculated as (5303 allocation/ 0.80) * 0.20

***FFY means federal fiscal year

2. The Parties shall enter subsequent amendment(s) to address UTA's match obligation for years beyond FY 2027.
3. Section VIII (Method of Payment), Paragraph 1, is hereby deleted and replaced with the following:
 - 1) It is agreed that WFRC will prepare and submit to UTA an annual invoice in an amount derived from this Amendment No. 1. Invoices shall be submitted, and payments made within the first quarter of WFRC's fiscal year (July thru September) or the third quarter of UTA's annual budget year (July thru September) but in no event later than September 30th for each respective year.
4. All other terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the last date written below:

UTA

Nichol Bourdeaux
Chief Planning and Engagement Officer

Date

Jay Fox
Executive Director

Date

WFRC



Andrew Gruber
Executive Director

July 18, 2022

Date

Approved by Legal:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Michael Bell
Assistant Attorney General
UTA Legal Counsel

7/27/2022

Date

61744-1340

**CONTRACT
BETWEEN WASATCH FRONT REGIONAL COUNCIL
AND UTAH TRANSIT AUTHORITY**

This contract is made and entered into this 25th day of April, 1995, by and between the Wasatch Front Regional Council, the designated Metropolitan Planning Organization for the Salt Lake and Ogden Urbanized Areas, hereinafter designated as the "Council," first party; and the Utah Transit Authority, hereinafter designated the "Authority," second party.

WHEREAS, Title 23, Chapter 1, Section 134, of the United States Code as amended, states that "After July 1, 1965, the Secretary shall not approve. . . projects in any urban area of more than 50,000 population unless he finds that such projects are based on a continuing, comprehensive, transportation planning process carried on cooperatively by states and local communities. . ." and

WHEREAS, Title 49 of the United States Code is designed "to encourage the planning and establishment of areawide urban mass transportation systems needed for economical and desirable urban development with the cooperation of mass transportation companies both public and private", and

WHEREAS, the Federal-Aid Highway Act of 1973 apportions planning funds to states to be made available to the metropolitan planning organizations designated by the Governor as being responsible for carrying out the provisions of Section 134 of Title 23, United States Code, and

WHEREAS, the Federal Transit Act apportions planning funds to states to be made available to the designated metropolitan planning organization under provisions of Title 49, Chapter 53, Section 3, United States Code, and

WHEREAS, the designated metropolitan planning organization is intended to serve as the recipient of airport system planning funds under provisions of Section 13(a) of the Airport and Airways Development Act of 1970, and

WHEREAS, there has been formed a Salt Lake County Council of Governments, a Davis County Council of Governments, a Weber Area Council of Governments, a Morgan County Council of Governments, and a Tooele County Council of Governments, and

WHEREAS, the Salt Lake County Council of Governments, the Davis County Council of Governments, the Weber Area Council of Governments, the Tooele County Council of Governments, and the Morgan County Council of Governments formed the Wasatch Front Regional Council for the purpose of cooperation and coordination to carry out comprehensive planning in Davis, Salt Lake, Weber, Tooele, and Morgan Counties, and

WHEREAS, the Council has been duly constituted under the authority of Chapter 13, Title 11, Utah Code Annotated, (The Interlocal Governmental Cooperation Act) and pursuant to Section 3 of the Executive Order of the Governor of the State of Utah, dated 27 May, 1970, and

WHEREAS, the Wasatch Front Regional Council has been designated by the Governor as the Metropolitan Planning Organization for the metropolitan areas contained within the Counties of Salt Lake, Davis, Weber, Morgan, and Tooele, and

WHEREAS, on April 8, 1988, the Council, the Authority, and the Utah State Department of Transportation entered into a "Memorandum of Agreement" for the purpose of jointly and mutually cooperating and participating to the extent permitted by any legal limitations in continuing urban transportation planning in the Salt Lake/Ogden area, and

WHEREAS, the Council, with the assistance of the Utah Transit Authority and the Utah State Department of Transportation, will prepare a Unified Work Program for each year that this contract is in effect in accordance with procedures specified by the U.S. Department of Transportation, and

WHEREAS, the Utah State Department of Transportation will make application to the Federal Highway Administration for the Metropolitan Planning (PL) and State Planning and Research (SPR) funds to complete a transportation planning program for the Salt Lake and Ogden areas as defined in the Unified Work Program, and

WHEREAS, the Utah State Department of Transportation will also make application to the Federal Transit Administration for Metropolitan Planning funds to continue the planning of public transportation along the Wasatch Front and the administration and coordination of transportation planning as shown in the Unified Work Program.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto, the Council and the Authority, do mutually resolve and agree as follows:

SECTION I - PROGRAM

The parties agree to jointly undertake a detailed, continuing, comprehensive and cooperative transportation planning program. The work to be undertaken as part of the contract will be described in the Unified Work Program, which will be approved annually by the Wasatch Front Regional Council.

SECTION II - PURPOSE

The purpose of this contract is to provide for implementing the working arrangements between the parties, for the development of the Unified Work Program, for the completion of the work included in the Unified Work Program, for the financial transactions required to implement the Unified Work Program, for progress reporting and auditing, and for other requirements, as necessary. Upon approval by each of the parties and acceptance by the U.S. Department of Transportation, the Unified Work Program for each year will be made part of this agreement by reference.

SECTION III - SCOPE

The Unified Work Program will describe the scope of work to be undertaken and contain a schedule for the accomplishment of the various work elements. Those activities to be funded with federal support will be undertaken only upon federal approval of financial assistance in support of those tasks, and upon the availability of such federal funds.

SECTION IV - METHOD OF STUDY

The Unified Work Program will include the program detail, estimated cost, sources of funds, and responsibility for completion.

SECTION V - CHANGES

- 1) Alterations, extension, supplement, or modification of the terms of this contract as detailed herein shall be agreed to in writing by the parties and incorporated as written amendments to this contract and made a part thereof.
- 2) It is understood that this contract contemplates the renewal of the arrangements for accomplishing the continuing, comprehensive planning work programs as may be authorized by law and the actions of the governing bodies of the parties.

SECTION VI - PERSONNEL

The parties to this contract have, or will secure as a part of the program costs, all the personnel required to administer the services under this contract.

Consultant services may be required by either party to carry out the assignments in the Unified Work Program. Either party may engage such consultant services so long as they are employed in accordance with provisions of both Federal and State regulations. Such services shall be performed by firms duly qualified in the field of endeavor required to complete the work described for the specific tasks for which they are needed. The parties may, upon mutual agreement, employ the State or other public agencies in the consultant capacity to accomplish any specific item of the Unified Work Program.

SECTION VII - COMPENSATION

- 1) It is agreed that the financial considerations necessary to carry out the Unified Work Program will be agreed upon by the parties for each year this contract is in force. The parties will describe the financial considerations in an attachment to this contract to be agreed upon each year.
- 2) The parties further agree to contribute to the Unified Work Program such cash, staff services, and contributed work as are agreed upon.
- 3) It is understood that this contract is contingent upon available funding to the Utah Department of Transportation from the Federal Highway Administration and the Federal Transit Administration of the U.S. Department of Transportation. In the event the Department of Transportation receives said Federal Highway Administration and Federal Transit Administration funds, the Department of Transportation will make the FHWA Metropolitan Planning and the FTA Metropolitan Planning funds available to the Council.
- 4) The Council will make available to the Authority an amount of Federal Transit Administration Metropolitan Planning funds to be agreed upon annually.

- 5) It is agreed that the Authority will provide all the matching funds required for the Federal Transit Administration Metropolitan Planning funds in the Unified Work Program from the local sales tax for transit.
- 6) It is further agreed that the Authority will make available to the Council a sum to be used as local matching funds for the Federal Transit Administration Metropolitan Planning funds retained by the Council.

SECTION VIII - METHOD OF PAYMENT

- 1) It is agreed that the parties hereto will prepare monthly expenditure reports for completion of work which the parties hereto agree to reimburse the other. Each party hereto shall make payment upon receipt of the monthly expenditure report.
- 2) Costs of salaries, fringe benefits, computer services, technical supplies, reproduction, and other costs directly relatable to the successful completion of the tasks shown in the Unified Work Program are eligible costs and chargeable to FHWA and FTA metropolitan planning funds.

SECTION VIX - INSPECTION OF WORK

The parties hereto are specifically authorized to review and inspect all aspects of the Unified Work Program carried out under this contract.

SECTION X - RECORDS, ACCOUNTS, REPORTS, AND AUDITS

- 1) The parties hereto shall establish and maintain records and accounts which will properly document the expenditure of all monies advanced or payable under the terms of this contract and shall comply with the requirements of The Common Rule (49CFR, Part 18 -Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).
- 2) The parties hereto shall maintain books, records, and other evidence pertaining to the cost incurred during the period of this contract for a period of three years from the date of final payment of invoices by the Authority or the Council.
- 3) Both parties shall comply with the audit requirements of OMB Circular A-128 - The Single Audit Act. Each party shall provide the other party with copies of its annual Single Audit Report.

SECTION XI - PROGRAM MANAGEMENT

The parties hereto will be responsible for administration, management, and coordination necessary to the successful completion of work items assigned. The Authority shall hold harmless the Council from all negligent acts or omissions of the Authority or its agents which are not barred by the Governmental Immunity Act.

SECTION XII - OWNERSHIP OF DATA

The ownership of the data, studies, surveys, drawings, maps, models, photographs, and reports collected or developed pursuant to this contract shall be vested with the parties signatory to this contract. All data, including the above described, which are existing, available, or developed and are necessary for carrying out the Unified Work Program shall be made available, without cost, for the mutual use of the parties hereto.

SECTION XIII - REPORTS AND PUBLICATION RIGHTS

Prior to the publication of any reports or any other documentation prepared pursuant to this contract, the parties hereto shall review and approve the manuscript. In the event that the parties fail to agree on a final draft of the manuscript, the party preparing the manuscript shall have the right to publish, but must state the noncompliance of the other party in the document. Any publications or maps prepared in accordance with completing the Unified Work Program shall give proper credit to the funding agencies specified in this agreement. The party publishing a report shall provide copies of the report to the other party and to all funding agencies.

SECTION XIV - COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be subject to any application for copyright, patent, or royalties by or on behalf of the Council or the Authority.

SECTION XV - COVENANT AGAINST CONTINGENT FEES

No officer, member or employee of the parties hereto and no member of the governing body of the localities in which the Unified Work Program is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this contract, shall (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly connected; or (2) have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION XVI - AUDIT AND INSPECTION OF RECORDS

The parties hereto shall permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, and the Utah Department of Transportation, as well as auditors and representatives of the Council and the Authority, to inspect and audit all data and records of the parties hereto relating to their performance under the contract. Also, the parties hereto shall require that any firms with subcontract rights under this contract shall permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, the Utah Department of Transportation, the Council or the Authority, to inspect and audit all data and records of theirs relating to their performance under the contract. Such records will be made available upon request for a period of three years.

SECTION XVII - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the parties hereto shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XVIII - PROHIBITED INTERESTS

- 1) The parties hereto mutually agree that they presently have no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of their services hereunder. The parties hereto further agree that in the performance of the contract, no person having any such interest shall be employed.
- 2) No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 3) No member, officer, or employee of either party hereto during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION XIX - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract the parties agree to comply with Title VI of the Civil Rights Act of 1964 as per Appendix A of this contract.

SECTION XX - DISADVANTAGED BUSINESS ENTERPRISE

- 1) Policy - It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Transit Administration funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- 2) DBE Obligation - The Authority or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Authority and its subrecipients, contractors, and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Authority and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- 3) The Council's DBE Plan is hereby incorporated by reference. This program shall be treated as a legal obligation and failure to carry out the DBE program requirements

shall be treated as a violation of this financial agreement, and may result in termination of the agreement or contract, or such remedy as the Council deems appropriate.


SECTION XXI - TERMINATION OF CONTRACT

If, through any cause, the parties shall fail to fulfill in a timely and proper manner the obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract or if either party so wishes to withdraw from this contract, they shall thereupon have the right to terminate this contract by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

IN WITNESS WHEREOF, the Department and the Council have executed this contract as of the date first above written.


ATTEST:

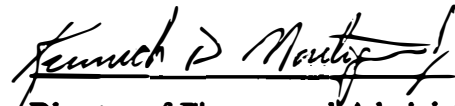




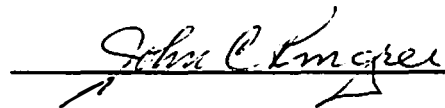
Chairman,
Wasatch Front Regional Council

ATTEST:





Director of Finance and Administration
Utah Transit Authority



General Manager
Utah Transit Authority

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, "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, sex, 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.
- (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, sex, or national origin.
- (4) **Information-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 Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient or the Federal Transit Administration, as appropriate, and shall set forth the efforts it has made to obtain this information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration 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 Recipient of the Federal Transit Administration 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 Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Alex Beim, Acting Manager of Long Range Strategic Planning
Julie Bjornstad, Senior Transportation Planner, WFRC

TITLE:

Zero Fare Transit Study Overview

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

In response to Free Fare February, a Regional Zero-Fare Joint Project Committee (JPC) has been commissioned to study and evaluate zero-fare transit alternatives on UTA services. The JPC is being led by the Wasatch Front Regional Council (WFRC), in partnership with Mountainland Association of Governments (MAG), UTA, and the Utah Department of Transportation (UDOT).

The JPC partners are working with a consultant team led by Nelson\Nygaard Consulting Associates to meet four primary goals:

- **Evaluate the operational, financial, and community impacts** of zero-fare transit
- **Gauge transit values of stakeholders** from across the service area
- **Provide guidance around replacement funding**
- **Objectively inform decision making processes** around the future of zero-fare transit

DISCUSSION:

WFRC staff will deliver a presentation which provides an overview of the Regional Zero Fare Transit Study and includes:

Current Zero Fare Transit Study Overview and Status:

- Existing conditions analysis
- State of the practice review
- Stakeholder engagement

Next steps:

- Identify opportunities and challenges for zero-fare transit
 - Develop zero-fare alternatives (e.g., systemwide zero-fare, zero-fare on select services, zero-fare for select riders)
 - Estimated costs and benefits of alternatives across operational, financial, and community impact metrics
 - Produce final deliverables
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

Joint Project Committee Financial Contribution

- Mountainland Association of Governments: \$10,000
 - Utah Department of Transportation: \$30,000
 - Utah Transit Authority: \$50,000 (included in 2022 JPC budget)
 - Wasatch Front Regional Council: \$30,000
-

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 8/24/2022

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

TITLE:

Strategy Session to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of strategy to discuss pending or reasonably imminent litigation.

BACKGROUND:

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

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation.