

Regular Meeting of the  
**Board of Trustees of the Utah Transit Authority**



Wednesday, October 28, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at

[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

**NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:**

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, specifically Utah Code § 52-4-207(4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, October 27<sup>th</sup>, will be distributed to board members prior to the meeting:
  - online at <https://www.rideuta.com/Board-of-Trustees>
  - via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order and Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Safety First Minute</b>   | <b>Ronald Kendall</b>            |
| <b>3. Consent</b> <ul style="list-style-type: none"><li>a. Approval of October 21, 2020 Board Meeting Minutes</li><li>b. Fare Agreement: Pass Purchase and Administration Agreement – Amendment #1 (Start Date Postponed) (Church of Jesus Christ of Latter-Day Saints)</li></ul> | <b>Chair Carlton Christensen</b> |
| <b>4. Agency Report</b> <ul style="list-style-type: none"><li>a. Election Day Free Fare Update</li><li>b. Rail Trespass and Suicide Prevention Safety, Research, and Demonstration Grant</li></ul>  | <b>Carolyn Gonot</b>             |
| <b>5. Pension Committee Report</b>  | <b>Trustee Millington</b>        |
| <b>6. Resolutions</b> <ul style="list-style-type: none"><li>a. R2020-10-04 Resolution Giving Special Tribute, Due Honor, and Recognition to UTA Trustee J. Kent Millington</li></ul>  | <b>Chair Carlton Christensen</b> |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: [https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

- b. R2020-10-05 Resolution Approving the Awarding of Complimentary Lifetime Transit Passes for Members of the Board of Trustees Upon Completion of their Initial Term Chair Carlton Christensen
- 7. Contracts, Disbursements and Grants**
- a. Contract: UTA Employee Holiday Gift Cards (Harmons) Todd Mills
- b. Contract: State and Local External Government Relations Services (Hunter and Company Communications) Shule Bishop
- c. Contract: Federal External Government Relations Services (Barker Leavitt) Shule Bishop
- d. Contract: Federal External Government Relations Services (Cardinal Infrastructure, LLC) Shule Bishop
- 8. Discussion Items**
- a. 2020 Budget Amendment #3 Mary DeLoretto
- b. Draft 2021-25 Capital Five-Year Capital Plan Revisions Mary DeLoretto
- c. Tentative 2021 Budget Alisha Garrett,  
Troy Bingham
- d. UDOT Central Corridor Study Update Manjeet Ranu,  
Mary DeLaMare-Schaefer,  
Eric Rasband - UDOT
- 9. Other Business** Chair Carlton Christensen
- a. Next Meeting: November 4, 2020 at 9:00 a.m.
- 10. Adjourn** Chair Carlton Christensen

---

**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [callredge@rideuta.com](mailto:callredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

---

**UTAH TRANSIT AUTHORITY  
ELECTRONIC BOARD MEETING DETERMINATION**

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
  - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person virus transmission continues to occur in the state of Utah; and
  - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on October 7, 2020, and is effective until midnight on November 6, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 30 day of September, 2020.

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



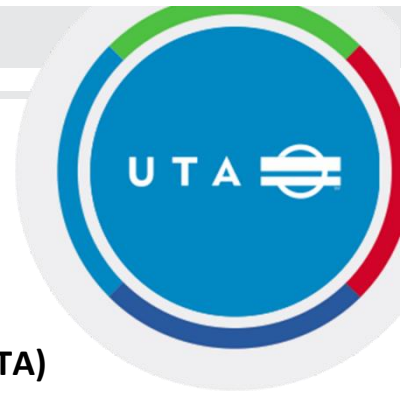
# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Jana Ostler, Board Manager

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Approval of October 21, 2020 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the October 21, 2020 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, October 21, 2020 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 <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2020-10-21_BOT_Minutes_unapproved





**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held remotely via phone or video conference  
and broadcast live for the public via YouTube  
October 21, 2020**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also participating were members of UTA staff.

**Call to Order and Opening Remarks.** Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

**Public Comment.** It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as Appendix B to these minutes.

**Safety First Minute.** Sheldon Shaw, UTA Safety & Security Director, provided a brief safety message.

**Consent Agenda.** The consent agenda was comprised of:

- a. Approval of October 7, 2020 Board Meeting Minutes

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

## Agency Report.

**2021 Budget Public Engagement Opportunities.** Carolyn Gonot, UTA Executive Director, mentioned several public engagement opportunities related to the agency's 2021 budget, including:

- Virtual public open house on November 10, 2020
- In-person public open house and hearing on November 11, 2020
- Public comment period from November 11, 2020-December 11, 2020

She noted the budget will be available for review online or in person and the public is welcome to provide comment online or by email, mail, or phone.

**Suicide Prevention Research Grant Award.** Ms. Gonot announced the agency's receipt of a research grant awarded by the Federal Transit Administration Safety Research and Demonstration Program for developing educational messaging and community outreach. Partners in this effort include Operation Lifesaver Utah, the Utah Department of Health Services, and the Division of Substance Abuse and Mental Health.

**Approval of UTA Policy 02.03 – Fares.** Monica Morton, UTA Fares Director reviewed various aspects of the policy, including fare system guiding principles, pricing structure, fare adjustment parameters, complimentary pass considerations, special pricing allowances, and fare administration.

Chair Christensen noted that an in-depth discussion on the fare policy took place in a previous board meeting. The board commended Ms. Morton and her staff for their work in updating the fares policy.

A motion to approve the policy was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

## Resolutions.

**R2020-10-02 Resolution Adopting the Fare Rates and Types of Fare Media of the Agency.** Ms. Morton explained the resolution, which adopts a new fare schedule and modifies certain fare media effective December 1, 2020.

A motion to approve R2020-10-02 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

**R2020-10-03 Resolution Authorizing Execution of Amendment 1 to Addendum 2 and Addendum 3 to the Salt Lake City Transit Master Plan Interlocal Agreement for 2020-21 Frequent Transit Network Routes.** Laura Hanson, UTA Director of Planning, detailed the resolution, which, among other things:

- Reconciles the original cost of sponsored service detailed in Addendum 2 with the actual cost of service (a reduction of \$569,637); and
- Extends the Salt Lake City sponsorship of Routes 2, 9, and 21 from August 2020 to August 2021 in Addendum 3 at a contract value of \$4,290,092.

Discussion ensued. Questions on the reconciliation and crediting processes, city intent to sponsor additional routes, pandemic impacts on provision of service, and restoration of service to pre-COVID-19 levels were posed by the board and answered by Ms. Hanson.

A motion to approve R2020-10-03 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

#### **Contracts, Disbursement, and Grants.**

**Contract: Data Backup and Recovery System Replacement (Cache Valley Electric).** Dan Harmuth, UTA IT Director, was joined by Tom Smith, UTA IT Network Support Manager. Mr. Harmuth requested approval of a three-year contract with Cache Valley Electric in the amount of \$349,811.41 for replacement of UTA's current data backup system.

Discussion ensued. Questions on redundant operability, vendor selection, price comparisons, and implementation timeline were posed by the board and answered by staff.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Contract: Laserfiche Software Maintenance (Cities Digital, Inc.).** Mr. Harmuth asked the board to approve a contract with Cities Digital, Inc. for Laserfiche software maintenance. The contract term is one year with an option for four one-year extensions. The total contract value, including extensions, is \$313,233.70.

Discussion ensued. Questions on contract extension provisions and highlighted sections in the contract included in the board packet were posed by the board and answered by staff.

A motion to approve the contract was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Contract: Light Rail Seat Replacement (United Safety & Survivability Corporation).**

Eddy Cumins, UTA Chief Operating Officer, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins requested approval of a contract with United Safety & Survivability Corporation in the amount of \$3,993,829 for the replacement of seats on 117 light rail vehicles.

Discussion ensued. Questions on product availability and installation timeline were posed by the board and answered by staff.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Change Order: South Salt Lake County Microtransit Pilot Extension (River North Transit, LLC, "Via").**

Jaron Robertson, UTA Director of Innovative Mobility Solutions, asked the board to approve a change order to the contract with River North Transit, LLC ("Via") in the not-to-exceed amount of \$2,257,500 to extend microtransit services in the southern portion of Salt Lake County for another year.

Discussion ensued. A question on the inclusion of options to extend in the original procurement was posed by the board and answered by staff.

A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Revenue Contract Change Order: Lease Addendum No. 2 (Greyhound Lines, Inc.).**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, provided background information on the lease history with Greyhound Lines, Inc. ("Greyhound"), which is a tenant at the Salt Lake Central Hub. Greyhound requested a 12-month rent abatement to avoid default due to financial hardships resulting from the COVID-19 pandemic. In exchange, Greyhound agreed to an amendment of the lease agreement

allowing UTA a unilateral option to terminate with a 90-day notice, as well as modifications to security requirements, among other things.

Discussion ensued. Questions on when the agreement takes effect, inclusion of options for extension of the rent abatement, timeline for Greyhound's removal of underground storage tanks, and Greyhound ridership were posed by the board and answered by staff.

Chair Christensen noted for the record that he had no direct involvement with the lease agreement negotiated between Salt Lake City and Greyhound during the time he served on the Salt Lake City Council.

A motion to approve the revenue contract change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

**Pre-Procurements.** Todd Mills, UTA Sr. Supply Chain Manager, was joined by Autumn Hu, UTA NEPA Project Administrator, and Dave Snyder, UTA Enterprise Applications Manager. Mr. Mills said the agency intends to procure the following:

- i. FrontRunner South Double Tracking Environmental Review and Design
- ii. JD Edwards Software Support and Maintenance

Discussion ensued. Questions on the segments included in the double tracking procurement, type of procurement for the JD Edwards software support and maintenance item, and implementation timeline for JD Edwards software were posed by the board and answered by staff.

Chair Christensen called for a brief recess at 10:09 a.m.

The meeting resumed at 10:20 a.m.

#### **Discussion Items.**

**South Salt Lake County Microtransit Pilot Quarter 3 Report and Survey Results.** Mr. Robertson provided an update on the South Salt Lake County Microtransit Pilot, addressing customer survey results, FAREPAY and electronic fare collection (EFC) integration, ridership, performance, and next steps.

Discussion ensued. Questions on consideration of weekend or late-night service, fare payment data, and wheelchair access utilization were posed by the board and answered by staff.

Chair Christensen suggested including weekend or late-night service in the next phase of the pilot.

**Airport TRAX Station Relocation Project Update.** Mary DeLoretto, UTA Chief Service Development Officer, was joined by Andrea Pullos, UTA Project Manager III. Ms. Pullos reviewed the construction schedule and progress on the TRAX station relocation at the new airport terminal.

Discussion ensued. A question on the temporary shuttle service was posed by the board and answered by staff.

#### **Other Business.**

**Next Regular Board of Trustees Meeting:** The next meeting of the board will be on Wednesday, October 28, 2020 at 9:00 a.m.

**Closed Session.** Chair Christensen indicated a closed session was needed to discuss pending or reasonably imminent litigation and the purchase, exchange, lease, or sale of real property. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, and the board entered closed session at 11:08 a.m.

**Open Session.** A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, and the board returned to open session at 11:26 a.m.

**Adjournment.** The meeting was adjourned at 11:27 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

*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/635263.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

UNAPPROVED

## Appendix A

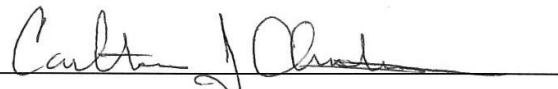
### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with provisions of the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4), and acting in my capacity as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold and convene electronic meetings of the UTA Board without a physical anchor location:

1. Conducting Board and Board Committee meetings with an anchor location that is physically accessible for members of the public to attend in person presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. This determination is based upon the following facts, among others:
  - a. The COVID-19 pandemic is ongoing and significant and continued community, person-to-person virus transmission continues to occur in the state of Utah; and
  - b. Federal, state, and local health authorities have adopted guidelines for the general public and businesses which encourage institutions and individuals to take precautions, including limiting in-person interactions and recommending increased virtual interactions.

This written determination takes effect on October 7, 2020, and is effective until midnight on November 6, 2020, (no more than 30 days after the effective date of this Declaration) and may be re-issued by future written determinations of the Chair of the Board at that or any other appropriate time.

Dated this 30 day of September, 2020.

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



## Appendix B

### Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting

---

**Received on October 19, 2020 from Suzanne Stensaas:**

support \$1 bus fare

I submitted a comment online for the next board meeting. However, I did not state that it was my wish for it to be for the board meeting. So I am requesting that my online comment to be heard.

**Received on October 20, 2020 from Suzanne Stensaas (following a notification from the board office that her original comments were not received):**

I do not have a copy of my original comments but I will summarize. I propose a \$1 fare for all bus rides. Keep it simple. There is no reason to pay \$2.50 to ride from Foothill Blvd to Downtown or the University . We need ridership to increase with the pandemic causing such a decrease. People need to get to work and so many are now unemployed or underemployed. We also need people to ride to decrease the air pollution. So , let's try it for all the buses including bus transfers to another bus. If you want to add trax fine.

Furthermore, Students with an ID or during school hours should be able to ride for free, as in many European countries. Parents would not have to shuttle and pollute to get them to school. If young children , the parent should be able to ride for free to accompany them going or coming.

Best of all worlds would be free buses as in Park City.

---

---

**Received on October 19, 2020 from George Chapman:**

Comments for Oct. 21 Trustees meeting

I encourage the Board of Trustees to consider lowering fares for buses to \$1 and set a goal to get to 5% potential ridership on buses and adjusting fares to encourage citizens to try and use transit. It is a good yime to experiment with the federal Covid funds.

The reason for buses is rail requires parking and the Booz Allen Hamilton fare elasticity industry standard is affected by lack of parking and ticket throughput on machines. Buses do not have that limitation.

---

**Received on October 20, 2020 from Eric Kraan:**

Public Comment - UTA Board Meeting

With regards to fares, I kindly request a \$1 Dollar UTA Fare be adopted.

---



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director

**BOARD MEETING DATE:** October 28, 2020

**SUBJECT:** Pass Purchase and Administration Agreement, Amendment 1 (The Church of Jesus Christ of Latter-Day Saints)

**AGENDA ITEM TYPE:** Consent Agenda

**RECOMMENDATION:** Approve Amendment 1 to the Custom Pass Purchase and Administration Agreement with The Church of Jesus Christ of Latter-day Saints.

**BACKGROUND:** On September 23, 2020, the UTA Board of Trustees authorized UTA to enter into a Custom Pass Purchase and Administration Agreement with The Church of Jesus Christ of Latter-day Saints.

The approved contract authorized UTA to enter into an agreement where the Church purchased passes for all full-time and part-time employees. The total value of this contract is \$2,150,720 and the term is October 1, 2020 - December 31, 2021.

Total authorized users under this agreement is 7950. The Church will continue to use their employee ID as their transit pass and users will be required to Tap-On and Tap-Off the system when riding UTA services. The pass will be valid fare on premium UTA services (Ski, Paratransit, and Park City Services are excluded).

**DISCUSSION:** Since the initial authorization of the Church's contract on September 23, the Church has requested that their contract start date be amended. The contract start date will move from October 1 to November 1, 2020.

By adjusting the contract start date, the contract amount due for the 4<sup>th</sup> Quarter of 2020 (See Exhibit B) will decrease by approximately \$23,214 and the new amount due will be \$46,427. The total value of the contract, November 1, 2020 through December 31, 2021, will be \$2,127,506 The initial payment will be due on November 1, 2020. All other terms of the contract will remain the same.

<b>CONTRACT SUMMARY:</b>	Contractor Name: The Church of Jesus Christ of Latter-day Saints	Contract Number: 20-F0140-A1
--------------------------	---	------------------------------

	Base Contract Effective Dates: November 1, 2020 through December 31, 2021	Extended Contract Dates: N/A
	Existing Contract Value: \$2,150,720	Amendment Amount: (\$23,214)
	New Total Amount Contract Value: \$2,127,506	
	Procurement Method: N/A	Funding Sources: N/A
<b>ALTERNATIVES:</b>	Not approve contract amendment and proceed with contract approved by the board on September 23, 2020.	
<b>FISCAL IMPACT:</b>	\$2,127,506 in revenue	
<b>ATTACHMENTS:</b>	1) Contract Amendment 1 2) <a href="#">Link to original contract approved 9/23/2020</a>	

**Amendment No. 1 to:  
PASS PURCHASE AND ADMINISTRATION AGREEMENT  
The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**

WHEREAS, **UTAH TRANSIT AUTHORITY (UTA)** and **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole** (“Sponsor”), entered into a Pass Purchase and Administration Agreement (“Agreement”) effective October 1, 2020 (“Effective Date”); and

WHEREAS, the Agreement covered the bulk purchase of passes for the 4<sup>th</sup> Quarter 2020 and the entire year 2021; and

WHEREAS, the Parties had agreed upon pricing of \$69,641 for 4<sup>th</sup> Quarter 2020 and \$2,081,079 for the entire year 2021 based upon planned ridership of 7,950 passengers; and

WHEREAS, in recognition of the unanticipated technical issues encountered while activating additional functionality on the Sponsor’s Employee ID badges to enable them to act as transit passes on the UTA system.

NOW THEREFORE, the parties agree as follows:

1. The Effective Date shall be delayed to November 1, 2020.
2. The Base Purchase Price for 4<sup>th</sup> Quarter 2020 shown in Exhibit B shall be changed from \$69,641 to \$46,427.
3. Para. 1.3 shall be amended to define “Contract Year” as November 1, 2020 through December 31, 2021.
4. Para. 2.7.1 shall be amended to indicate an initial invoice date of November 1, 2020 for 4<sup>th</sup> Quarter 2020.
5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

**UTAH TRANSIT AUTHORITY:**

**THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, A Utah  
corporation sole:**

\_\_\_\_\_ Date  
By:  
Title:

 \_\_\_\_\_ Date October 12, 2020  
By: Andy Wagstaff  
Title: SRM/Contract Manager

\_\_\_\_\_ Date  
By:  
Title:

Approved As To Form:

\_\_\_\_\_  
UTA Legal Council



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carolyn Gonot, Executive Director  
**PRESENTER(S):** Carolyn Gonot, Executive Director

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none"><li>- Election Day Free Fare Update</li><li>- Rail Trespass and Suicide Prevention Safety, Research and Demonstration Grant</li></ul>



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Kent Millington, Board of Trustees  
**PRESENTER(S):** Kent Millington, Board of Trustees

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Pension Committee Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	The Pension Committee met on October 20, 2020. Trustee Kent Millington sits on the Pension Committee and will provide an update on Pension Committee activities.
<b>ATTACHMENTS:</b>	None





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Carlton Christensen, Chair Board of Trustees  
**PRESENTER(S):** Carlton Christensen, Chair Board of Trustees

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>R2020-10-04 Resolution Giving Special Tribute, Due Honor, and Recognition to UTA Trustee J. Kent Millington</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution R2020-10-04 honoring J. Kent Millington for his public service.
<b>BACKGROUND:</b>	Trustee Millington was appointed to the Board of Trustees by Governor Gary Herbert on December 17, 2018 to serve a term ending on November 1, 2020.
<b>DISCUSSION:</b>	The Board of Trustees and the Authority wish to honor Trustee Millington for his dedicated and collaborative work with the agency by passing a resolution recognizing his service.
<b>ATTACHMENTS:</b>	1) Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GIVING SPECIAL TRIBUTE, DUE HONOR, AND RECOGNITION TO  
UTA TRUSTEE J. KENT MILLINGTON**

R2020-10-04

October 28, 2020

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 (the "Act"); and

WHEREAS, J. Kent Millington was appointed by Governor Gary R. Herbert on December 17, 2018 to serve on the Authority's Board of Trustees representing Utah and Tooele Counties; and

WHEREAS, prior to his appointment to the Board of Trustees, Trustee Millington's distinguished career included many accomplishments as a business, academic, and community leader; and

WHEREAS, the academic achievements of Trustee Millington include earning bachelor's, master's, and doctorate degrees as well as teaching and creating innovative university courses domestically and internationally for over 20 years; and

WHEREAS, Trustee Millington's many business accomplishments include senior leadership positions in several technology companies in which he effected critical change and growth; and

WHEREAS, Trustee Millington's lifelong commitment to his community is evident in his leadership roles in various community organizations, including participation on two committees of the U.S. Chamber of Commerce, a local school board, and the Utah Transportation Commission; and

WHEREAS, upon appointment to the Authority's Board of Trustees, Trustee Millington immediately embraced a spirit of collaboration with his colleagues, within the Authority, and with local stakeholders and the local community; and

WHEREAS, Trustee Millington's significant intellect, integrity, honesty, dedication, humility, and commitment to our stakeholders and workforce have resulted in collaborative solutions to complex issues, expansion of trust among stakeholders and the community, and the investment in plans and maintenance of assets to prepare for Utah's anticipated growth; and

WHEREAS, Trustee Millington advocated for Utah County to address its priorities for a Service Level Agreement and was involved in planning studies for the Central Corridor, Point of the Mountain, South Utah County, and Eagle Mountain/Saratoga Springs; and

WHEREAS, Trustee Millington advocated for service expansion and facilities in Tooele County to address their short-term needs and long-term growth; and

WHEREAS, Trustee Millington provided leadership locally and nationally advocating for transit technology solutions that resulted in a P3 partnership with Rocky Mountain Power, supported transit technology research at Utah State University, and collaborated with national leaders on American Public Transit Association's Technology Committee; and

WHEREAS, Trustee Millington provided leadership to UTA's workforce by chairing the Pension Committee, participating on UTA's Committee on Accessible Transportation, supporting the negotiation of UTA's Collective Bargaining Agreement as a Trustee liaison, and participating in the recruitment of UTA's Executive Director Carolyn Gonot; and

WHEREAS, Trustee Millington rode transit daily and walked the halls of administration and business units of the Authority regularly to connect with riders and Authority employees for whom he was the strongest of advocates.

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

1. That the Board does hereby commend and express the Authority's sincere appreciation and gratitude to J. Kent Millington for his exemplary service to the Authority and our stakeholders, community, and employees.

2. That this resolution is presented with gratitude and good wishes of the Authority.
3. That the corporate seal be attached hereto.

Approved and adopted this 28th day of October 2020.

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

ATTEST:

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

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
\_\_\_\_\_  
5E3257B1CF024B9...  
Legal Counsel



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**FROM:** Annette Royle, Director of Board Governance  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Resolution R2020-10-05 Approving the Awarding of Complimentary Lifetime Transit Passes for Members of the Board of Trustees Upon Completion of Their Initial Term</b>
<b>AGENDA ITEM TYPE:</b>	Resolution
<b>RECOMMENDATION:</b>	Approve Resolution R2020-10-05 and authorize the award of a complimentary lifetime transit pass to a Trustee and one other person they designate upon the completion of the Trustee's initial term.
<b>BACKGROUND:</b>	The Public Transit District Act empowers the Board of Trustees to set fares, including reduced fare agreements. In addition, Board Policy 4.1 – Fares requires the Board of Trustees to approve the awarding of all complimentary passes.
<b>DISCUSSION:</b>	<p>Upon their appointment to the Utah Transit Authority Board, Trustees become stewards and advocates for transit solutions along the Wasatch Front. They assume responsibility for the governance of UTA's transit operations and development, collaboration with our stakeholder communities and public, and leadership of our dedicated workforce. The work is comprehensive, vast, and consuming and results in Trustees becoming lifelong users and advocates of our transit system.</p> <p>The Authority would like to recognize Trustees for their public service by offering a complimentary lifetime transit pass for a Trustee and one other person they designate at the completion of a Trustee's initial term.</p>
<b>ALTERNATIVES:</b>	The Board may choose to modify the award of complimentary passes or decide to not authorize the complimentary transit passes for this purpose.
<b>FISCAL IMPACT:</b>	The award of complimentary passes is a soft cost to the Authority. A comparison could be made to our current Annual ECO Pass programs which include annual pass products valued at \$392-872/year depending on the terms and utilization.
<b>ATTACHMENTS:</b>	1) Resolution

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE AWARDING OF COMPLIMENTARY LIFETIME  
TRANSIT PASSES FOR MEMBERS OF THE BOARD OF TRUSTEES UPON  
COMPLETION OF THEIR INITIAL TERM**

R2020-10-05

October 28, 2020

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

WHEREAS, the Board of Trustees (“Board”) of the Authority is charged by the State of Utah with the responsibility to set fares, including reduced fare agreements; and

WHEREAS, on July 31, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Policy also empowered the Board of the Authority to approve the awarding of complimentary passes; and

WHEREAS, the Authority desires to recognize Trustees for their public service by offering a complimentary lifetime transit pass at the conclusion of the Trustee’s first term for the Trustee and one other person they designate; and

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

1. That the Board of Trustees hereby authorizes the award of a complimentary lifetime transit pass at the conclusion of the Trustee’s first term for the Trustee and one other person they designate.

2. That the lifetime transit passes may be used on all transit services of the Authority.
3. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 28<sup>th</sup> day of October 2020.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CF024B0...  
Legal Counsel



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Bill Greene, Chief Finance Officer  
**FROM:** Todd Mills, Senior Supply Chain Manager  
**PRESENTER(S):** Todd Mills, Senior Supply Chain Manager

**BOARD MEETING DATE:** October 28, 2020

**SUBJECT: UTA Employee Holiday Gift Cards (Harmons)**

**AGENDA ITEM TYPE:** Expense Contract

**RECOMMENDATION:** Approve award and authorize Executive Director to execute the contract and associated disbursements with Harmons, Inc. in the amount of up to \$315,375.

**BACKGROUND:** In prior years, the Executive Team has given the employees of the Utah Transit Authority a Holiday gift card to show appreciation for their hard work and dedication.

**DISCUSSION:**

An Information for Bid (IFB) was published to multiple large grocery stores in the Salt Lake area to provide 2,900 gift cards with a value of \$125 each. This IFB was publicized as an open competitive bid with award of contract based on percentage discount offered in their bid. UTA will purchase gift cards based on the current UTA employee population up to 2,900 cards.

After a 10- business-day publication, the bids were reviewed, and Harmons Inc. was selected as the lowest bidder with a 13 percent discount.

Harmons has been in business for over 88 years and has 18 locations along the Wasatch Front.

<b>CONTRACT SUMMARY:</b>	Contractor Name: Harmons City Inc.	Contract Number: 20-03354
--------------------------	---------------------------------------	------------------------------

<b>CONTRACT SUMMARY:</b>	Base Contract Effective Dates: 10/28/2020-11/30/2020	Extended Contract Dates: NA
--------------------------	---	--------------------------------

<b>CONTRACT SUMMARY:</b>	Existing Contract Value: NA	Amendment Amount: NA
--------------------------	--------------------------------	-------------------------

<b>CONTRACT SUMMARY:</b>	New/Total Amount Contract Value: Up to \$315,375.00
--------------------------	--



	Procurement Method: IFB (Low Bid)	Funding Sources: Local
<b>ALTERNATIVES:</b>	The Board could choose not to provide the gift cards.	
<b>FISCAL IMPACT:</b>	The cost of the gift cards is included in the 2020 budget.	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Contract #20-03354</li></ul>	



INVITATION FOR BIDS

Part 5 – Declarations, Offer, and Conflict of Interest Form

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

- 1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (see Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_
Addendum No. \_\_\_ Date \_\_\_\_\_
Addendum No. \_\_\_ Date \_\_\_\_\_
Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

- 5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

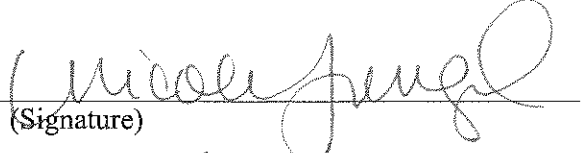
Harmon City Inc.
(Contractor's Name)

Nicole Lengel
(Signature)

Nicole Lengel
(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

<u>Harmon City, Inc.</u> (Contractor's Name)	<u></u> (Signature)
<u>3540 South 4000 W. #500</u> (Contractor's Address)	<u>Nicole Lengel</u> (Print Name)
<u>801-969-8261</u> (Contractor's Phone Number)	<u>CFO</u> (Title)
<u>terrymcdonald@harmonsgrocery.com</u> (Contractor's Email Address)	<u>9-24-2020</u> (Date)
<u>87-0230875</u> (Contractor's EIN)	

**DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST**

Proposers must provide a narrative describing any Organizational Conflicts of Interest, either real or perceived. See Part 3 of the IFB for more information. Proposers must describe in detail how it has managed such organizational conflicts of interest to ensure that the Proposer has not gained an unfair competitive advantage.

Use the space below, and additional sheets if necessary.

**B. UTA'S ACCEPTANCE**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the IFB and Contractor's Bid, the terms of the IFB shall govern. The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Michael Bell 10-12-20

\_\_\_\_\_  
Approved as to Form and Content  
Assistant Attorney General  
UTA Counsel

Price Form

Supplier Name	Quantity	Value of Gift Card (each)	Cost Prior to Discount	Discount (%)	Value of Discount	Total Cost
<i>Harmons</i>	2,900	\$125.00	\$362,500.00	<i>13%</i>	<i>47,125.</i>	<i>315,375.00</i>

Payment Type Accepted:

ACH

Credit Card

Check



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carlton Christensen, Chair Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>State and Local External Government Relation Services (Hunter and Company Communications)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract</b>
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute the contract and associated distributions with Hunter and Company Communications in the amount of \$228,000.
<b>BACKGROUND:</b>	The current state lobbyist contract expires on October 31, 2020. A state lobbyist is important to UTA to engage with and educate elected officials about UTA's concerns. The services provided include arranging meetings, assisting with legislation, working on appropriations, and informing the board of trustee on legislative affairs. Recently, UTA initiated a Request for Proposal (RFP) procurement process to select a firm or firms to provide state lobbyist services going forward.
<b>DISCUSSION:</b>	<p>UTA received two proposals in response to the RFP. A selection committee reviewed and rated each of the proposals based on each firm's experience within state government. Hunter and Company Communications was determined to be the firm that scored highest overall. Mr. Hunter previously worked with UTA as a state lobbyist and has demonstrated commitment, understanding of the transit industry and facilitated valuable educational opportunities</p> <p>The selection committee recommends the engagement of Hunter and Company Communications as the state and local external government relations lobbyist for an initial 3 year period with two (2) one year options to extend the agreement for a Contract period not to exceed 5 years. The table below breaks down the 5-year costs.</p>

<b>Hunter &amp; Co Communications</b>					
	<b>Month</b>	<b>Burdened Monthly Cost</b>	<b>Estimated Hours per Month</b>	<b>Hourly Rate</b>	<b>Yearly Cost</b>
Year 1	12	\$ 3,750.00	30-40	\$107.14	\$45,000.00
Year 2	12	\$ 3,750.00	30-40	\$107.14	\$45,000.00
Year 3	12	\$ 3,750.00	30-40	\$107.14	\$45,000.00
Year 4	12	\$ 3,875.00	30-40	\$110.71	\$46,500.00
Year 5	12	\$ 3,875.00	30-40	\$110.71	\$46,500.00
<b>Total</b>					<b>\$228,000.00</b>

<b>CONTRACT SUMMARY:</b>	Contractor Name: Hunter and Company Communications	Contract Number: 20-03295
	Base Contract Effective Dates: 11/1/20 – 10/31/2023	Extended Contract Dates: Option for 2-year extension: 4 <sup>th</sup> year – 11/1/2023 – 10/31/2024 5 <sup>th</sup> year – 11/1/2024 – 10/31/2025
	Existing Contract Value: NA	Amendment Amount: NA
	New/Total Amount Contract Value: \$228,000	
	Procurement Method: RFP	Funding Sources: Government Relations Budget
<b>ALTERNATIVES:</b>	The State Legislature will begin its 2021 Legislative session shortly and support and counsel are necessary to help us continue pursuit of our legislative goals prior to the start of the session.	
<b>FISCAL IMPACT:</b>	This contract has been budgeted within the Government Relations Budget.	
<b>ATTACHMENTS:</b>	1) Contract	

**UTA CONTRACT NO. 20-03295**

**STATE AND LOCAL EXTERNAL GOVERNMENT RELATIONS  
SERVICES**

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

**RECITALS**

- A. UTA desires to hire professional services for State and Local External Government Relations.
- B. On July 1, 2020, UTA issued Request for Proposal Package Number 20-03295 (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

**AGREEMENT**

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

**1. SERVICES TO BE PROVIDED**

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules,



ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

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

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA

may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

#### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for and three (3) year period expiring September 30, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **5. COMPENSATION**

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

## **6. INCORPORATED DOCUMENTS**

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

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. Contractor's Notification Letter dated September 20, 2020 allowing award to one Contractor instead of Joint Venture;
4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services.

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

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

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

## **8. CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or
- C. In the schedule or completion dates applicable to the Work.

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
  - A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.
- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## **9. INVOICING PROCEDURES**

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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

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

## **11. USE OF SUBCONTRACTORS**

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

## **12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

## **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable

to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **14. TERMINATION**

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

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

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

**c. CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and

shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

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

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

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

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

**17. PUBLIC INFORMATION**

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

## **18. GENERAL INDEMNIFICATION**

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

## **19. INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements. provided that the coverage is written on a "following form" basis.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:



1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
- iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

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

f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

i. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor,

Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

**21. INDEPENDENT CONTRACTOR**

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

**22. PROHIBITED INTEREST**

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

**23. CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Department Mgr/Contractor's Owner	Five calendar days
UTA's Executive Director/Contractor's Owner	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and

Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

**24. GOVERNING LAW**

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

**25. ASSIGNMENT OF CONTRACT**

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

**26. NONWAIVER**

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

**27. NOTICES OR DEMANDS**

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

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

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

If to Consultant:  
Hunter and Co. Communications  
55 Cold Creek Way  
Layton, UT 84041

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

notice by providing written notice of such change to any other party.

- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## **28. CONTRACT ADMINISTRATOR**

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

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

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

## **30. COSTS AND ATTORNEYS FEES**

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

## **31. NO THIRD PARTY BENEFICIARY**

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

## **32. FORCE MAJEURE**

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

### **33. SEVERABILITY**

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

### **34. ENTIRE AGREEMENT**

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

### **35. AMENDMENTS**

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

### **36. COUNTERPARTS**

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

### **37. SURVIVAL**

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

Remainder of page intentionally left blank.

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

**CONTRACT:**

By \_\_\_\_\_

By \_\_\_\_\_

**UTAH TRANSIT AUTHORITY:**

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

\_\_\_\_\_  
Shule Bishop  
Government Relations Director

Approved as to Form and Content:

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

UTA is seeking External Government Relations individual(s) or group(s) to provide targeted government relations services for the UTA transportation and community related mission. UTA may select multiple and different External Government Relations groups based upon the needs of UTA and the evaluation of proposals. The External Government Relations group(s) will represent UTA's interests at the State and Local government level, with emphasis at the State Legislative level. The External Government Relations group(s) will report directly to the UTA Government Relations Director. The following list of specific services are requested of the External Government Relations group(s):

- a. Develop a detailed reporting plan that outlines how the proposer will keep in regular communication with the UTA Government Relations Director regarding State and Local legislative and executive branch discussions and processes.
- b. Review on a continuing basis all current and proposed legislation, policies, and programs that could affect UTA and report regularly to the UTA Government Relations Director.
- c. Find and develop strategic opportunities and avenues for UTA to communicate with legislators and other elected officials and staff regarding legislation and other policy matters that may impact the organization.
- d. Assist UTA in the development and execution of innovative solutions for accomplishing a variety of policy and funding initiatives.
- e. Maintain excellent working relationships with members of the Utah State Legislature, legislative leadership, and support staff.
- f. Maintain excellent working relationships with the Governor and members of the state's executive branch of government.
- g. Comply with all applicable federal, state, and local government laws and regulations, including External Government Relations disclosure reports, and adhere to all reporting deadlines.
- h. Perform other duties as assigned by UTA.



**EXHIBIT B**

**PRICE PROPOSAL -Contract 20-03295**

**PROPOSER: Hunter & Company Communications**

**1. PRICING FOR MONTHLY RATE:**

<b>Description</b>	<b>Monthly</b>	<b>Month Fixed Amount</b>	<b>TOTAL</b>
Base Year: State/Local External Government Relation Services	12	\$3,750.00	\$45,000.00
Second Year: State/Local External Government Relation Services	12	\$3,750.00	\$45,000.00
Third Year: State/Local External Government Relation Services	12	\$3,750.00	\$45,000.00
<b>Total Three (3) Years</b>			<b>\$135,000</b>
<b>Options</b>			
Fourth Year: State/Local External Government Relation Services	12	\$3,875.00	\$46,500.00
Fifth Year: State/Local External Government Relation Services	12	\$3,875.00	\$46,500.00
<b>Total Five (5) Years</b>			<b>\$228,000.00</b>

signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**37. SURVIVAL**

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

Remainder of page intentionally left blank.

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

**CONTRACT:**

**AUTHORITY:**

By Stephen Hunter  
Hunter and Company  
Communications, LLC

By [Signature]

**UTAH TRANSIT**

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

\_\_\_\_\_  
Shule Bishop  
Government Relations Director

Approved as to Form and Content:

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

**EXHIBIT A**

**SCOPE OF WORK**



# MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carlton Christensen, Chair Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** October 28, 2020

**SUBJECT:** Federal External Government Relation Services (Barker Leavitt)

**AGENDA ITEM TYPE:** Contract

**RECOMMENDATION:** Approve award and authorize Executive Director to execute the contract and associated distributions with Barker Leavitt in the amount of \$767,779.27.

**BACKGROUND:** The current federal lobbyist contract expires on October 31, 2020. The federal lobbyist services provided by the contract include frequent updates, assistance in drafting legislation, and communications with congressional staff and federal agencies. Recently, UTA initiated a Request for Proposal procurement process to select a firm or firms to provide federal lobbyist services going forward.

**DISCUSSION:** UTA received six proposals in response to the RFP. A selection committee reviewed and rated each of the proposals based on each firm’s experience with federal agencies, the Administration, and legislative branch. Barker Leavitt were one of two firms that scored highest. Barker Leavitt has provided federal legislative support to UTA and have a unique insight in representing UTA to Utah’s federal delegation.

The selection committee recommends the engagement of Barker Leavitt as one of 2 federal external government relations lobbyist for an initial 3 year period with two (2) one year options to extend the agreement for a Contract period not to exceed 5 years. The table below breaks down the 5-year costs.

Barker Leavitt						
	Month	Burdened Monthly Cost	Estimated Hours per Month	Hourly Rate	Yearly Cost	Burdened Labor Rate for Special Events/Work outside Scope
Year 1	12	\$12,500.00	60	\$208.33	\$150,000.00	\$208.34
Year 2	12	\$12,500.00	60	\$208.33	\$150,000.00	\$208.34
Year 3	12	\$12,743.75	60	\$212.40	\$152,925.00	\$212.40
Year 4	12	\$12,992.25	60	\$216.54	\$155,907.04	\$215.43
Year 5	12	\$13,245.60	60	\$220.76	\$158,947.23	\$220.76
<b>Total</b>					<b>\$767,779.27</b>	

<b>CONTRACT SUMMARY:</b>	Contractor Name: Barker Leavitt	Contract Number: 20-03346
	Base Contract Effective Dates: 11/1/20 – 10/31/2023	Extended Contract Dates: Option for 2-year extension: 4 <sup>th</sup> year – 11/1/2023 – 10/31/2024 5 <sup>th</sup> year – 11/1/2024 – 10/31/2025
	Existing Contract Value: NA	Amendment Amount: NA
	New/Total Amount Contract Value: \$767,779.27	
	Procurement Method: RFP	Funding Sources: Government Relations Budget
<b>ALTERNATIVES:</b>	There are federal grants and legislation forthcoming and prompt approval will be necessary to facilitate continued support and counsel.	
<b>FISCAL IMPACT:</b>	This contract has been budgeted within the Government Relations Budget.	
<b>ATTACHMENTS:</b>	1) Contract	

## UTA CONTRACT NO. 20-03346

### FEDERAL EXTERNAL GOVERNMENT RELATION SERVICES

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Barker Leavitt, a professional limited liability ("Consultant").

#### RECITALS

- A. UTA desires to hire professional services for Federal External Government Relations.
- B. On July 1, 2020, UTA issued Request for Proposal Package Number 20-03294 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

#### AGREEMENT

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

#### 1. SERVICES TO BE PROVIDED

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

## UTA CONTRACT NO. 20-03346

### FEDERAL EXTERNAL GOVERNMENT RELATION SERVICES

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Barker Leavitt, a professional limited liability ("Consultant").

#### RECITALS

- A. UTA desires to hire professional services for Federal External Government Relations.
- B. On July 1, 2020, UTA issued Request for Proposal Package Number 20-03294 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

#### AGREEMENT

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

#### 1. SERVICES TO BE PROVIDED

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



- those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
  - e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

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

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA

may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

#### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a three (3) year period expiring October 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **5. COMPENSATION**

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

#### **6. INCORPORATED DOCUMENTS**



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

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

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

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services.

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

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

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

## **8. CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by

Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
  - A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

## **9. INVOICING PROCEDURES**

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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



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

#### **11. USE OF SUBCONTRACTORS**

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

#### **12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA.

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

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **14. TERMINATION**

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

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

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

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



remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

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

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

#### **16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

a. It is hereby agreed that the following information is not considered to be confidential:

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

#### **17. PUBLIC INFORMATION.**

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

## **18. GENERAL INDEMNIFICATION**

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

## **19. INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a "following form" basis.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability



4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
  - iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.
- d. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- c. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work

commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

i. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.



## **21. INDEPENDENT CONTRACTOR**

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

## **22. PROHIBITED INTEREST**

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

## **23. CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Department Mgr/Contractor's CEO	Five calendar days
UTA's Executive Director/Contractor's CEO	Five calendar days

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

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

## **24. GOVERNING LAW**

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

## **25. ASSIGNMENT OF CONTRACT**

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

## **26. NONWAIVER**

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

## **27. NOTICES OR DEMANDS**

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

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

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

If to Consultant:  
Barker Leavitt  
1050 Thomas Jefferson Street NW  
5<sup>th</sup> Floor  
Washington, DC 20007

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means



shall be recognized as valid notices under this Contract.

## **28. CONTRACT ADMINISTRATOR**

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

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

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

## **30. COSTS AND ATTORNEYS FEES**

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

## **31. NO THIRD PARTY BENEFICIARY**

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

## **32. FORCE MAJEURE**

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

## **33. SEVERABILITY**

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

**34. ENTIRE AGREEMENT**

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

**35. AMENDMENTS**

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

**36. COUNTERPARTS**

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

**37. SURVIVAL**

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

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

**BARKER LEAVITT:**

By James C. Barker 9/22/2020

By Michael Bell 9/22/20

Michael Bell  
Assistant Attorney General

**UTAH TRANSIT AUTHORITY:**

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

\_\_\_\_\_  
Shule Bishop  
Government Relations Director



## EXHIBIT A

### 1. SCOPE OF WORK

UTA is seeking Federal External Government Relations individual(s) or group(s) to provide targeted Federal government affairs services for the UTA transportation and community related mission. UTA may select multiple and different Federal External Government Relations groups based upon the needs of UTA and the evaluation of proposals. The Federal External Government Relations group(s) will represent UTA's interests at the Federal government level, with emphasis in the following two areas:

- Congressional Branch Liaison with Legislators from the U.S. House of Representatives and the U.S. Senate
- Executive Branch Liaison with U.S. Department of Transportation and other Federal Agencies

The External Government Relations group(s) will report directly to the UTA Government Relations Director or designee. The following overview of services are requested of the External Government Relations group(s):

- a. Develop a detailed reporting plan that outlines how the proposer will keep in regular communication with the UTA Government Relations Director regarding Federal Congressional and Executive branch discussions and processes. This includes both verbal and written communications, and weekly summary of work performed.
- b. Review on a continuing basis all current and proposed legislation, policies, and programs that could affect UTA and report regularly to the UTA Government Relations Director.
- c. Find and develop strategic opportunities and avenues for UTA to communicate with Legislative and Executive Branch officials, administrative oversight offices and staff regarding policy matters that may impact the organization.
- d. Assist UTA in the development and execution of innovative solutions for accomplishing a variety of policy and funding initiatives.
- e. Maintain excellent working relationships with members of the Utah Congressional Delegation, Congressional Committees that have a nexus to transportation and urban development, and Executive Branch officials and support staff.

The following specific work requirements are included for each area:

#### Congressional Branch Liaison:

- Advise and assist UTA in identifying and developing federal requests for congressional appropriations and authorizations
- Advise and assist UTA in maintaining relations with the Congress of the United States to advance and protect the interests of UTA. Special emphasis shall be placed on liaison relationship with the Utah Delegation and the Congressional Committees that oversee funding and programs relating to transportation, economic development, environment, and urban policy matters.

- Facilitate and provide communications with the Utah Delegation, and in turn advising UTA of the interests and needs of the Delegation.
- Additional responsibilities may include, but are not limited to:
  - Development of informational materials and briefing papers
  - Congressional meetings and briefings
  - Review and analysis of federal budgets
  - Participation and monitoring of congressional committees
  - Participation in the development of UTA's annual Federal agenda and strategic planning processes

#### Executive Branch Liaison

- Advise and assist UTA in developing and maintaining relations with the following primary Executive Branch cabinet(s) and departments:
  - U.S. Department of Transportation (USDOT)
  - Federal Transit Administration (FTA)
  - Federal Railroad Administration (FRA)
  - Federal Highway Administration (FHWA)
- Advise and assist UTA in developing and maintaining relations with the following secondary Executive Branch cabinet(s) and departments:
  - Council of Environmental Quality (CEQ)
  - Department of Housing and Urban Development (HUD)
  - Environmental Protection Agency (EPA)
  - Department of Energy (DOE)
  - Department of Homeland Security
- With aforementioned cabinet and agency levels of the Executive Branch, advise and assist UTA in developing and cultivating:
  - Policy, program, and project initiatives that align with the UTA mission, priorities, and strategic plan
  - Technical assistance and document review and preparation (briefings, policy papers, grant proposals, UTA response to agency rulemaking, proposed policy guidance, etc.)
- Additional responsibilities may include, but are not limited to:
  - Participation in and monitoring of trade industry organizations such as APTA, Transportation for America, etc.
  - Developing relationships with key national business and economic development alliances
  - Developing and maintaining relationships with key strategic Non-Governmental Organizations (NGOs) including non-profits.
  - Review and analysis of executive and congressional federal budgets
  - Participation in the development of UTA's annual Federal agenda and strategic planning processes

The individual(s) and/or firm(s) selected will be required to comply with all applicable Federal, State, and local government laws and regulations, including Federal and State Lobbying disclosure reports, and adhere to all reporting deadlines.

It is anticipated that two (2) trips, between Washington D.C. and Salt Lake City, UT, will be required during a year period to meet the requirements of the Scope of Work. The price of these trips will be included in the overall pricing proposal. Any trips over and above the two (2) required trips must be approved by the Project Manager, before travel is made. All trips, including travel, hotel and per diem must comply with the Federal Travel Regulations 41 Code of Federal Regulations (CFR) chapters 300-304, <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-fttr>.

**EXHIBIT B**

**BARKER LEAVITT**

<b>Description</b>	<b>Month</b>	<b>Fixed Price Per Month</b>	<b>Hours per Month</b>	<b>Total</b>
Base Year : Federal External Government Relation Services	12	\$12,500.00*	60	\$150,000.00
Second Year: Federal External Government Relation Services	12	\$12,500.00	60	\$150,000.00
Third Year: Federal External Government Relation Services	12	\$12,743.75	60	\$152,925.00
<b>Total for Three (3) Years</b>				<b>\$452,925.00</b>
<b>Options</b>				
Fourth Year: Federal External Government Relation Services	12	\$12,992.25	60	\$155,907.04
Fifth Year: Federal External Government Relation Services	12	\$13,245.60	60	\$158,947.23
<b>Total for Five (5) Years</b>				<b>\$767,779.27</b>

Note: Pricing includes all costs associated with performing the work, identified in Part I – Project Specific Information, Scope of Work, including two (2) trips per year.



For work outside the scope of work, the burdened labor rate would be \$208.34 for years one and two, \$212.40 for year three, \$216.43 for the fourth year, and \$220.76 for the fifth year. We want to stress that we don't envision charging for any extra hours unless it would be an extraordinary circumstance—as we have frequently worked as many as 100 hours per month under our fixed rate retainer of \$12,500 per month.

\* Barker Leavitt structures its relationships with clients in a way that ensures complete and open communication. We charge a flat fee for services on a monthly basis retainer. This is customary for lobbying law practices like ours in Washington, DC and the norm in our industry. Our structure allows for communications to remain open, unhindered, and for our clients to know exactly what our services cost and how to budget. For the years 2021 and 2022, our proposed fee is the same fee we have received since 2016. Due to the nature of the economy at this time, we are proposing two years at the “existing” rate, and then increase our fee a modest amount, 1.95% for each year for the years, three, four and five. Our firm's typical hourly rate is \$379.00 per hour; however, this proposal is at a substantially discounted rate for our firm's services—a more than 40% discount based on 60 hours per month.

\* Additionally, this flat fee for services includes all business expenses incurred in the representation of Utah Transit Authority in Washington, DC, including all health and business insurance and licensing, and other associated benefits. Barker Leavitt also offers our clients complimentary access and use of our firm's conference rooms and facilities in our Georgetown offices as part of our flat retainer.

**“Document Contains Trade Secret Information”**



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carlton Christensen, Chair Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Federal External Government Relation Services (Cardinal Infrastructure, LLC)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Contract</b>
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute the contract and associated distributions with Cardinal Infrastructure, LLC in the amount of \$792,000.
<b>BACKGROUND:</b>	The current federal lobbyist contract expires on October 31, 2020. The federal lobbyist services provided by the contract include frequent updates, assistance in drafting legislation, and communications with congressional staff and federal agencies. Recently, UTA initiated a Request for Proposal (RFP) procurement process to select a firm or firms to provide federal lobbyist services going forward.
<b>DISCUSSION:</b>	<p>UTA received six proposals in response to the RFP. A selection committee reviewed and rated each of the proposals based on each firm's experience with federal agencies, the Administration, and legislative branch. Cardinal Infrastructure, LLC, was one of two firms that scored highest. Cardinal staff have provided outstanding service in the past, helping UTA to secure federal discretionary grants to add to UTA's service. Cardinal staff provide frequent updates and notifications of potential federal actions that may impact UTA. Their relationships with federal administrative staff have helped UTA communicate about its priorities and have facilitated dialogue to educate federal staffers about UTA.</p> <p>The selection committee recommends the engagement of Cardinal Infrastructure, LLC as one of 2 federal external government relations lobbyist for an initial 3 year period with two (2) one year options to extend the agreement for a Contract period not to exceed 5 years. The table below breaks down the 5-year costs.</p>

<b>Cardinal</b>					
	<b>Month</b>	<b>Burdened Monthly Cost</b>	<b>Estimated Hours per Month</b>	<b>Hourly Rate</b>	<b>Yearly Cost</b>
Year 1	12	\$ 13,000.00	30-40	\$371.43	\$156,000.00
Year 2	12	\$ 13,000.00	30-40	\$371.43	\$156,000.00
Year 3	12	\$ 13,000.00	30-40	\$371.43	\$156,000.00
Year 4	12	\$ 13,500.00	30-40	\$385.71	\$162,000.00
Year 5	12	\$ 13,500.00	30-40	\$385.71	\$162,000.00
<b>Total</b>					<b>\$792,000.00</b>

<b>CONTRACT SUMMARY:</b>	Contractor Name: Cardinal Infrastructure, LLC	Contract Number: 20-03294
	Base Contract Effective Dates: 11/1/20 – 10/31/2023	Extended Contract Dates: Option for 2-year extension: 4 <sup>th</sup> year – 11/1/2023 – 10/31/2024 5 <sup>th</sup> year – 11/1/2024 – 10/31/2025
	Existing Contract Value: NA	Amendment Amount: NA
	New/Total Amount Contract Value: \$792,000	
	Procurement Method: RFP	Funding Sources: Government Relations Budget
<b>ALTERNATIVES:</b>	There are federal grants and legislation forthcoming and prompt approval will be necessary to facilitate continued support and counsel.	
<b>FISCAL IMPACT:</b>	This contract has been budgeted within the Government Relations Budget.	
<b>ATTACHMENTS:</b>	1) Contract	

## **UTA CONTRACT NO. 20-03294**

### **FEDERAL EXTERNAL GOVERNMENT RELATION SERVICES**

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

#### **RECITALS**

A. UTA desires to hire professional services for Federal External Government Relations.

B. On July 1, 2020, UTA issued Request for Proposal Package Number 20-03294 (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

#### **AGREEMENT**

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

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

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

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

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably

incurred by UTA in such corrective action shall be chargeable to Consultant.

#### **4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an three (3) year period expiring October 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **5. COMPENSATION**

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

#### **6. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent

document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services.

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

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

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

## **8. CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and

- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

## **9. INVOICING PROCEDURES**

- a. Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes,



reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

#### **11. USE OF SUBCONTRACTORS**

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

#### **12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

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

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the

Suspension of Work Order shall be considered in negotiating the termination settlement.

- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **14. TERMINATION**

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

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

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

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

termination.

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

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

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

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

**17. PUBLIC INFORMATION.**

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

**18. GENERAL INDEMNIFICATION**

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

## **19. INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements. provided that the coverage is written on a “following form” basis.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
- iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

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

f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

i. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## **21. INDEPENDENT CONTRACTOR**

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

## **22. PROHIBITED INTEREST**

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

## **23. CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Department Mgr/Contractor's CEO	Five calendar days
UTA's Executive Director/Contractor's CEO	Five calendar days

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

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

## **24. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the

State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

## **25. ASSIGNMENT OF CONTRACT**

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

## **26. NONWAIVER**

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

## **27. NOTICES OR DEMANDS**

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

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

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

If to Consultant:  
Cardinal Infrastructure, LLC.  
601 Pennsylvania Avenue NW, Suite 900  
Washington, DC 90004

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.



## **28. CONTRACT ADMINISTRATOR**

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

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

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

## **30. COSTS AND ATTORNEYS FEES**

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

## **31. NO THIRD PARTY BENEFICIARY**

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

## **32. FORCE MAJEURE**

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

## **33. SEVERABILITY**

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

## **34. ENTIRE AGREEMENT**

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

**35. AMENDMENTS**

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

**36. COUNTERPARTS**

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

**37. SURVIVAL**

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

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

**CARDINAL INFRASTRUCTURE, LLC.:**

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

By \_\_\_\_\_

Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_

By \_\_\_\_\_

Shule Bishop  
Government Relations Director

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General

## EXHIBIT A

### 1. SCOPE OF WORK

UTA is seeking Federal External Government Relations individual(s) or group(s) to provide targeted Federal government affairs services for the UTA transportation and community related mission. UTA may select multiple and different Federal External Government Relations groups based upon the needs of UTA and the evaluation of proposals. The Federal External Government Relations group(s) will represent UTA's interests at the Federal government level, with emphasis in the following two areas:

- Congressional Branch Liaison with Legislators from the U.S. House of Representatives and the U.S. Senate
- Executive Branch Liaison with U.S. Department of Transportation and other Federal Agencies

The External Government Relations group(s) will report directly to the UTA Government Relations Director or designee. The following overview of services are requested of the External Government Relations group(s):

- a. Develop a detailed reporting plan that outlines how the proposer will keep in regular communication with the UTA Government Relations Director regarding Federal Congressional and Executive branch discussions and processes. This includes both verbal and written communications, and weekly summary of work performed.
- b. Review on a continuing basis all current and proposed legislation, policies, and programs that could affect UTA and report regularly to the UTA Government Relations Director.
- c. Find and develop strategic opportunities and avenues for UTA to communicate with Legislative and Executive Branch officials, administrative oversight offices and staff regarding policy matters that may impact the organization.
- d. Assist UTA in the development and execution of innovative solutions for accomplishing a variety of policy and funding initiatives.
- e. Maintain excellent working relationships with members of the Utah Congressional Delegation, Congressional Committees that have a nexus to transportation and urban development, and Executive Branch officials and support staff.

The following specific work requirements are included for each area:

#### Congressional Branch Liaison:

- Advise and assist UTA in identifying and developing federal requests for congressional appropriations and authorizations
- Advise and assist UTA in maintaining relations with the Congress of the United States to advance and protect the interests of UTA. Special emphasis shall be placed on liaison relationship with the Utah Delegation and the Congressional

Committees that oversee funding and programs relating to transportation, economic development, environment, and urban policy matters.

- Facilitate and provide communications with the Utah Delegation, and in turn advising UTA of the interests and needs of the Delegation.
- Additional responsibilities may include, but are not limited to:
  - Development of informational materials and briefing papers
  - Congressional meetings and briefings
  - Review and analysis of federal budgets
  - Participation and monitoring of congressional committees
  - Participation in the development of UTA's annual Federal agenda and strategic planning processes

#### Executive Branch Liaison

- Advise and assist UTA in developing and maintaining relations with the following primary Executive Branch cabinet(s) and departments:
  - U.S. Department of Transportation (USDOT)
  - Federal Transit Administration (FTA)
  - Federal Railroad Administration (FRA)
  - Federal Highway Administration (FHWA)
- Advise and assist UTA in developing and maintaining relations with the following secondary Executive Branch cabinet(s) and departments:
  - Council of Environmental Quality (CEQ)
  - Department of Housing and Urban Development (HUD)
  - Environmental Protection Agency (EPA)
  - Department of Energy (DOE)
  - Department of Homeland Security
- With aforementioned cabinet and agency levels of the Executive Branch, advise and assist UTA in developing and cultivating:
  - Policy, program, and project initiatives that align with the UTA mission, priorities, and strategic plan
  - Technical assistance and document review and preparation (briefings, policy papers, grant proposals, UTA response to agency rulemaking, proposed policy guidance, etc.)
- Additional responsibilities may include, but are not limited to:
  - Participation in and monitoring of trade industry organizations such as APTA, Transportation for America, etc.
  - Developing relationships with key national business and economic development alliances
  - Developing and maintaining relationships with key strategic Non-Governmental Organizations (NGOs) including non-profits.
  - Review and analysis of executive and congressional federal budgets
  - Participation in the development of UTA's annual Federal agenda and strategic planning processes

The individual(s) and/or firm(s) selected will be required to comply with all applicable Federal, State, and local government laws and regulations, including Federal and State Lobbying disclosure reports, and adhere to all reporting deadlines.

It is anticipated that two (2) trips, between Washington D.C. and Salt Lake City, UT, will be required during a year period to meet the requirements of the Scope of Work. The price of these trips will be included in the overall pricing proposal. Any trips over and above the two (2) required trips must be approved by the Project Manager, before travel is made. All trips, including travel, hotel and per diem must comply with the Federal Travel Regulations 41 Code of Federal Regulations (CFR) chapters 300-304, <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-fttr>.

**EXHIBIT B**

**CARDINAL INFRASTRUCTURE, LLC.**

<b>Description</b>	<b>Month</b>	<b>Fixed Monthly Rate</b>	<b>Hours per Month</b>	<b>Total</b>
Base Year : Federal External Government Relation Services	12	\$13,000.00	30-40	\$156,000.00
Second Year: Federal External Government Relation Services	12	\$13,000.00	30-40	\$156,000.00
Third Year: Federal External Government Relation Services	12	\$13,000.00	30-40	\$156,000.00
<b>Total for Three (3) Years</b>				<b>\$468,000.00</b>
<b>Options</b>				
Fourth Year: Federal External Government Relation Services	12	\$13,500.00	30-40	\$162,000.00
Fifth Year: Federal External Government Relation Services	12	\$13,500.00	30-40	\$162,000.00
<b>Total for Five (5) Years</b>				<b>\$792,000.00</b>

Note: Pricing includes all costs associated with performing the work, identified in Part I – Project Specific Information, Scope of Work, including two (2) trips per year.



For work outside the scope of work the burdened labor rate is \$480 for the first, second, and third years and \$500 for the fourth and fifth years.

In addition, I can confirm that UTA will have complimentary access and use of Cardinal's conference rooms and facilities while in Washington, DC on business.

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

**35. AMENDMENTS**

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

**36. COUNTERPARTS**

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

**37. SURVIVAL**

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

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

**CARDINAL INFRASTRUCTURE, LLC.:**

By Anja Graves 9/21/20  
ANJA GRAVES, Partner/Member

By \_\_\_\_\_

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_  
Shule Bishop  
Government Relations Director



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Third Amendment to the Authority's 2020 Budget</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	<p>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. A resolution is required for a budget amendment.</p> <p>A resolution for the third amendment to the Authority's 2020 Budget will be presented at a future Board meeting.</p>
<b>DISCUSSION:</b>	<p>This proposed amendment includes two categories of amendment requests:</p> <ol style="list-style-type: none"><li>1. <u>Increases to the project budgets</u> for four Capital projects in the Authority's approved 2020 budget. The additional funds requested would be transferred from the 2020 Capital Contingency budget.</li><li>2. <u>Carryforward of budget authority</u> for 10 projects that have been delayed in 2020 that currently do not have any planned budget in 2021.</li></ol> <p><u>Increases to Project Budgets</u> The <b>Stations and Platforms Rehab and Replacement</b> project is budgeted at \$125,000 in the 2020 adopted budget. This proposal would add to the scope of the station rehab work that was not anticipated when the initial budget request was made. Wayside power will be relocated from east of the University Avenue bridge to the platform at the Provo FrontRunner station. This will allow the train conductors to connect train cars waiting at the station to a wayside power source and eliminate the need to run the Head End Power (HEP) engine. This station is at the end of the line and incurs the longest dwell/idle times. This proposal will reduce diesel fuel consumption and reduce noise and emissions at the station. The additional budget needed for this task will be \$233,000. Funding for this project will come from the Capital Contingency budget.</p>

The **Rail Replacement Work** approved project budget for 2020 is \$459,353. An additional \$200,000 is requested to be added to the budget in order to widen the gauge in the curves at the Jordan River Service Center yard track. All curves with a radius of less than 200’ will be widened to meet current UTA design criteria. This project is currently in the proposed 2021 Capital budget but moving it forward will allow quicker closeout of a corrective action plan that is in place due to multiple derails that have occurred at the yard. Funding for this project will come from the Capital Contingency budget. The 2021 Capital budget for the Rail Replacement Work project will be reduced by a corresponding \$200,000.

The **Light Rail Vehicle Rehab/Overhaul** project budget for 2020 is \$10,610,565. An additional \$180,000 is requested to purchase and install UV-light air disinfecting technology on all light rail vehicles. This effort is in response to the COVID-19 health concerns. Funding for this project will come from the Capital Contingency budget.

The **Sharp-Tintic Rail Consolidation** project budget for 2020 is \$700,000, which includes \$40K of UTA funds, and the remaining \$660K is from grant and local partner contributions. An additional \$9.5M has been programmed in the proposed 5-Year Capital plan, with \$5.6M of that being dedicated grant funds and local partner contributions, leaving a \$3.9M shortfall in the programmed amount. The project partners – UTA, Utah Department of Transportation, Mountainland Association of Governments, Spanish Fork City, and Springville City – are looking for additional grant opportunities to fill in this gap. Prior to expending any federal grant funds, which would need to be reimbursed if the project is not ultimately completed, the project team would like to advance the project design. By moving \$300K of UTA funds into the project budget, along with the local partner contributions, there would be enough funds to advance the project design and get the project “shovel ready”. This would put the project in a good position to be selected to receive future federal funds.

Changes to the 2020 Capital budget for these four projects are summarized below:

	Stations and Platform Rehab	Rail Replacement Work	Light Rail Rehab/Overhaul	Sharp-Tintic Rail Consolidation	Contingency
<b>2020 Budget</b>	\$125,000	\$459,353	\$10,610,565	\$700,000	\$968,000
<b>Proposed Changes</b>	\$233,000	\$200,000	\$180,000	\$300,000	(\$913,000)
<b>Totals</b>	\$358,000	\$659,353	\$10,790,565	\$1,000,000	\$55,000

Carryforward of Budget Authority Request

**Tooele Bus Facility - \$967,751 carryforward**

Upgrade of building that was purchased to house Tooele County Bus Operations

**Clearfield FR Station Trail - \$1,739,817 carryforward**

Construct a trail at the Clearfield FrontRunner station that connects the D&RGW rail trail to the station platform

**Operator Shack at the University Medical Center EOL - \$175,000 carryforward**

Install a pre-manufactured restroom/operator room at the end-of-line TRAX station on the Red Line

**Provo-Orem BRT - \$3,010,967 carryforward**

Funding to close out the remaining elements of the UVX project, including outstanding right-of-way issues, punch list items, and internal labor costs

**Sandy Parking Structure - \$4,204,174 carryforward**

Construct a shared parking garage at the Sandy Civic Center TRAX station with UTA's development partner

**MOW Building - \$350,000 carryforward**

Upgrade portions of OK Manufacturing building in order facilitate movement of the Maintenance Of Way equipment and material that were originally housed in Clearfield to a permanent storage location

**New FLHQ Space Planning - \$45,000 carryforward**

This project will determine UTA's office space requirements and optimal configuration for an anticipated new office facility

**Light Rail Seat Replacement- \$4,154,000 carryforward**

Replace the fabric-covered seats on all light rail vehicles with vinyl seats to help eliminate biohazard transmission in response to COVID-19 concerns

**5310 Ogden/Layton Funds - \$60,000 carryforward**

This project allocates FTA 5310 project funding to eligible sub-recipients for transportation projects that support seniors and people with disabilities

**Passenger Info Improvements - \$1,459,743 carryforward** – This project includes installation of digital signage at bus stops and on bus vehicles

**CARRYFORWARD SUMMARY**

<b>Project Code</b>	<b>Project Name</b>	<b>2020 Budget</b>	<b>Revised 2020 Budget</b>	<b>Carryforward Budget to 2021</b>
MSP081	Tooele Bus Facility	\$1,267,751	\$300,000	\$967,751
MSP208	Clearfield FR Station Trail	\$1,769,817	\$30,000	\$1,739,817
MSP231	Operator Shack at Univ Med EOL	\$215,000	\$40,000	\$175,000
MSP096	Provo-Orem BRT	\$5,210,967	\$2,200,000	\$3,010,967
MSP186	Sandy Parking Structure	\$5,904,174	\$1,700,000	\$4,204,174
MSP191	MOW Building	\$350,000	\$0	\$350,000
MSP244	New FLHQ Space Planning	\$75,000	\$40,000	\$45,000
MSP247	Light Rail Seat Replacement	\$4,154,000	\$0	\$4,154,000
MSP175	5310 Ogden/Layton Funds	\$121,374	\$61,374	\$60,000
ICI185	Passenger Info Improvements	\$1,459,743	\$0	\$1,459,743

There is currently \$968,000 in the Capital Contingency budget. After the proposed reallocations, the remaining Capital Contingency budget will be \$55,000.

Budget Amendment Number 3 would incorporate all the proposed capital budget changes in both categories as outlined above.

**ALTERNATIVES:**

The Board of Trustees may choose not to proceed with Budget Amendment Number 3, four projects would not be completed this year and 10 projects would not have the necessary budget authority to begin or continue planned work in 2021.

**FISCAL IMPACT:**

1. Increases to the project budgets for four Capital projects in the Authority's approved 2020 budget. The budget requests will be funded out of the 2020 Capital Contingency budget. The 2021 Capital budget request for the Rail Replacement Work budget will be reduced by \$200,000 since that work would be completed in 2020 instead of 2021 as originally scheduled. There is no increase to the overall 2020 Capital budget, and there is a \$200,000 reduction to the 2021 budget plan.
2. Carryforward of budget authority for 10 projects results in a net \$10,000 increase to the five-year capital program that will be incorporated in the Tentative 2021 Budget Request.

**ATTACHMENTS:**

None



## MEETING MEMO

**TO:** Utah Transit Authority Local Advisory Council  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Mary DeLoretto, Chief Service Development Officer

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Utah Transit Authority's Draft 2021-2025 Five-Year Capital Plan – Proposed Revisions</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational item for discussion
<b>BACKGROUND:</b>	<p>UTA's 5-year Capital Plan is required to be updated every year, per the UTA Board of Trustees Policy 2.1 <i>Financial Management</i>. The 5-year Capital Plan includes all new construction and capital improvement projects, state of good repair activities, major equipment purchases, and other special projects requiring expenditures over \$25,000. The plan identifies funding sources for each project, which include UTA, state, local partner, and/or grant funds. The plan is required to be fiscally constrained, and maintain assets at a state of good repair to protect UTA's capital investments and minimize future maintenance and replacement costs.</p>
<b>DISCUSSION:</b>	<p>The draft 5-Year Capital Plan was presented to the UTA Local Advisory Council (LAC) for consultation on September 16, 2020. The LAC had no proposed changes. There have been several proposed updates since the plan was presented to the LAC. These include:</p> <ol style="list-style-type: none"><li><b>Suicide Prevention Research project.</b> This is a new project that will be funded through an FTA grant that UTA recently received. The federal share is \$224,000 and the local match is \$56,000. The project will be completed in 2021. New project budget for 2021: \$280,000.</li><li><b>Rail Rehab and Replacement project.</b> The 2021 budget for this project budget will be reduced by \$200,000 to account for the proposed 2020 budget amendment that would add \$200,000 to the 2020 Rail Rehab budget. Those funds were added to this year's budget to accelerate safety-related efforts within the Jordan River Service Center yard. New project budget for 2021: \$7,250,000. New 5-year project budget: \$15,575,000.</li><li><b>20 Electric Buses/Infrastructure – VW project.</b> There was no change to the 5-year project budget, but funds were redistributed with the 5-year plan to better</li></ol>



reflect when the buses would be received and the expenditures would occur. No project expenditures are budgeted for 2021. Expenditures will occur in years 2022 and 2023. Total 5-year budget: \$27,029,240.

4. **Stray Current Mitigation project.** There was no change to the 5-year project budget, but funds were redistributed with the 5-year plan to better reflect when the expenditures would occur. New project budget for 2021: \$525,000. Total 5-year project budget: \$2,500,000.
5. **Midvalley BRT project.** This 5-year project budget was increased to reflect the new project funding plan that includes additional project elements, and additional assumed grant funds. Funds were also redistributed to better reflect anticipated years of expenditure. The UTA contribution to this project has been reduced in the new funding proposal. New project budget for 2021: \$3,000,000. New 5-year project budget: \$79,200,000.
6. **Project Carryover Requests.** There are a number of projects that were anticipated to be completed in 2020, but will need to be carried over to 2021. Because these projects are not included in the proposed 2021 budget, the estimated carryover needs have been added to the Capital Plan for 2021, and the 2020 Budget Amendment #3 will reflect a corresponding budget reduction. (Note: the New FLHQ Space planning budget will have a net increase of \$10,000 to account for the actual contractor cost that was higher than originally estimated). These projects are listed below, and more detail is include in the 2020 Budget Amendment #3 that is also being presented today. With these changes, an additional \$16,166,452 will be added to the 2021 budget and overall 5-Year Capital Plan. Correspondingly, \$16,156,452 will be reduced from the 2020 Capital Budget.
  - Tooele Bus Facility
  - Clearfield FR Station Trail
  - Operator Shack at University Med Center EOL
  - Provo-Orem BRT
  - Sandy Parking Structure
  - MOW Building
  - New FLHQ Space planning
  - Light Rail Seat Replacement
  - 5310 Ogden/Layton Funds
  - Passenger Info Improvements

Because of these changes, the updated 5-year Capital Plan will be brought back to the Advisory Council for their review and recommendation for approval on November 18, 2020. It will then be brought back to the Board for their approval in December.

<b>FISCAL IMPACTS:</b>	Once the UTA Board approves the 5-year Capital Plan, the proposed capital budget for fiscal year 2021 will be incorporated into UTA's proposed 2021 overall budget.
<b>ATTACHMENTS:</b>	1. Summary table of 5-Year Plan budget changes

## OCTOBER 28, 5-YEAR CAPITAL PLAN UPDATE

Project	Sept 16 <sup>1</sup> 2021 Budget	Revised 2021 Budget	Variance 2021	Sept 16 <sup>1</sup> 5-Year Plan 2021-2025	Revised 5-Year Plan 2021-2025	Variance 5-Year Plan 2021-2025
<b>PROJECT REVISIONS</b>						
Suicide Prevention	\$0	\$280,000	\$280,000	\$0	\$280,000	\$280,000
Rail Rehab/ Replacement	7,450,000	7,250,000	(200,000)	15,775,000	15,575,000	(200,000)
20 Electric Buses - VW	14,200,000	-	(14,200,000)	27,079,240	27,079,240	-
Stray Current Mitigation	700,000	525,000	(175,000)	2,500,000	2,500,000	-
Midvalley BRT	27,905,000	3,000,000	(24,905,000)	44,483,000	79,200,000	34,717,000
<b>Subtotal</b>	<b>\$50,255,000</b>	<b>\$11,055,000</b>	<b>(\$39,200,000)</b>	<b>\$89,837,240</b>	<b>\$124,634,240</b>	<b>\$34,797,000</b>
<b>CARRY FORWARD ADJUSTMENTS</b>						
Tooele Bus Facility	\$0	\$967,751	\$967,751	\$0	\$967,751	\$967,751
Clearfield FR Station Trail	-	1,739,817	1,739,817	-	1,739,817	1,739,817
Operator Shack at Univ Med EOL	-	175,000	175,000	-	175,000	175,000
Provo-Orem BRT	-	3,010,967	3,010,967	-	3,010,967	3,010,967
Sandy Parking Structure	-	4,204,174	4,204,174	-	4,204,174	4,204,174
MOW Building	-	350,000	350,000	-	350,000	350,000
New FLHQ Space Planning	-	45,000	45,000	-	45,000	45,000
Light Rail Seat Replacement	-	4,154,000	4,154,000	-	4,154,000	4,154,000
5310 Ogden/Layton Funds	-	60,000	60,000	-	60,000	60,000
Passenger Info Improvements	-	1,459,743	1,459,743	-	1,459,743	1,459,743
Subtotal <sup>2</sup>	\$0	\$16,166,452	\$16,166,452	\$0	\$16,166,452	\$16,166,452
<b>TOTAL CHANGES</b>	<b>\$50,255,000</b>	<b>\$27,221,452</b>	<b>(\$23,033,548)</b>	<b>\$89,837,240</b>	<b>\$140,800,692</b>	<b>\$50,963,452</b>

Notes:

<sup>1</sup> Local Advisory Council reviewed and recommended approval of the 5 Year Capital Plan on Sep 16, 2020

<sup>2</sup> Amendment #3 to the Capital budget will reduce the 2020 Capital budget by \$16,156,452 to accommodate the movement of this budget authority to 2021. The Board will consider Amendment #3 at its October 28 meeting.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Alisha Garrett, Director of Culture and Talent Development  
Troy Bingham, Comptroller

**BOARD MEETING DATE:** October 28, 2020

<b>SUBJECT:</b>	<b>Tentative 2021 Budget</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	Each year, the Authority is required to prepare an operating and capital budget for the succeeding year. After consultation with the Board of Trustees, and in accordance with the provisions of the Local Districts Act (§17B-1-702) and Public Transit District Act (§17B-2a-8), the Executive Director has prepared the 2021 Tentative Budget.
<b>DISCUSSION:</b>	<p>The Board of Trustees and UTA staff discussed and set 2021 budget priorities and timelines earlier this year. Long-term financial planning assumptions were updated and reviewed by the Board of Trustees. The 2021 operating and capital expense budget targets were established and guided UTA staff in the development of each of the department budgets. The Board of Trustees reviewed the preliminary 2021 operating and capital budget information in a series of workshops in September.</p> <p>There have been several adjustments to the budget since the Board Budget Workshops earlier this month. They include:</p> <ul style="list-style-type: none"><li>• Addition of 5 FTE's to Asset Management (as discussed in the Oct 8<sup>th</sup> workshop)</li><li>• Addition of \$1.5M of contract services to Asset Management for increased maintenance</li><li>• Decrease of diesel fuel price per gallon from \$2.50 to \$2.25</li><li>• Decrease of gasoline price per gallon from \$2.34 to \$2.15</li><li>• Updated 2021 wages and benefits</li><li>• Updated debt service to reflect new bond refunding estimates</li><li>• Updated cost centers to reflect proposed organizational restructuring to meet UTA's initiatives</li><li>• Budgeted \$6.5M for emerging needs as the region and UTA react to recover from the COVID-19 pandemic</li></ul>

At the November 4<sup>th</sup>, 2020 Board of Trustees meeting, the Board will consider a resolution adopting the 2021 Tentative Budget and setting a public hearing date for November 11<sup>th</sup>, 2020. Summary information about the 2020 Tentative Budget is provided in the chart below. More detail will be provided in the 2020 Tentative Budget documentation that will be included in the resolution on November 4<sup>th</sup>, 2020.

	FY 2020 Budget	FY 2021 Budget	Change
Bus	\$108,868,992	\$107,925,104	\$(943,888)
Light Rail	52,208,951	55,404,928	3,195,977
Commuter Rail	30,711,342	28,920,873	1,790,469
Paratransit	24,887,147	24,111,761	(775,386)
Rideshare/Vanpool	3,298,190	3,644,685	346,495
Operations Support	50,353,076	53,454,084	3,101,008
Administration	38,081,502	40,112,853	2,031,351
Planning/Capital Support	6,443,876	6,393,224	(50,652)
Non-Departmental	1,632,924	6,562,491	4,929,567
<b>Total Division</b>	<b>\$316,486,000</b>	<b>\$326,530,000</b>	<b>\$10,044,000</b>

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** The 2021 proposed budget is within the resources expected in 2021

**ATTACHMENTS:** 1) 2021 Tentative Budget Packet

Utah Transit Authority

# Tentative Budget Document 2021



## Message from Executive Director



The 2021 UTA operating budget and the five-year capital plan reflect UTA's response to the COVID-19 pandemic and provide essential transit services to support the regional recovery. I am extremely proud of our employees who have risen to the challenge of these difficult times and deliver critical service for those that rely on transit most. I thank the front-line operators, maintenance workers and support staff that demonstrate incredible commitment, ingenuity and dedication to our customers and the ongoing care of our system.

In April 2020, UTA took decisive action to cut our service levels in half as ridership dropped 70 percent systemwide. The modified service plan focused on providing core service while prioritizing the health and safety of employees and customers. In August 2020, armed with ridership and performance data, feedback from our customers and stakeholders, and forecasts for regional economic conditions, we worked with the Board of Trustees to develop a plan to restore service levels to 91 percent of pre-pandemic levels. The service adjustments were tailored to reflect the emerging travel needs of our customers and accommodate social distancing. We also designed the current service plan to provide flexibility with capacity that will support the regional recovery.

In 2020, the federal government allocated \$187 million in federal relief funding through a CARES Act grant to buffer revenue losses and sustain transit agencies' ability to provide essential transit service. UTA used these grant funds in 2020 to support operating costs and offset revenue losses. We will continue to use the CARES Act grant funds through 2021 to support the 2021 operating and capital budgets and provide for the long-term viability of the system.


The budget includes \$327 million in operating expenses and \$256 million of capital investment to fund the provision of safe, convenient, reliable service and targeted investments in our infrastructure. The budget leverages federal and local contributions from our partners that make up nearly one-half of the capital program. UTA also utilizes about \$70 million received from the Federal Transit Administration each year for preventive maintenance of the revenue vehicle fleet and system infrastructure.

The \$256 million in the 2021 capital budget and the \$1 billion five-year plan focuses on systemwide safety and reliability and our ongoing commitment to maintaining a state of good repair for our revenue vehicles, infrastructure, and supporting systems. The capital plan also:

- Funds the new Depot District facility to meet the future needs of the system
- Completes the Ogden-Weber State bus rapid transit (BRT) line providing regional connectivity
- Outlines the potential future construction of the proposed Mid-valley and Davis-Salt Lake City bus rapid transit (BRT) lines
- Completes the \$23 million relocation of the Airport TRAX station as part of the \$4 billion renovation at the Salt Lake City International Airport







Backstopped by the incredibly resilient Utah economy and infusion of CARES Act funds, the 2021 Budget sustains the service plan adopted in August and supports the region’s economic recovery as the pandemic subsides. We will continue to work closely with our regional partners, elected officials, and customers to emerge from these difficult times with energy and optimism for the future of the system.

Together with our employees, the Board of Trustees, and our community partners, we look forward to continuing to provide our customers, safe, reliable, and convenient transit service for the region.



# Table of Contents

<b>Foreword</b> .....	1
Message from Executive Director.....	1
<b>Section 1 Introduction and Overview</b> .....	<b>3</b>
Tentative Budget Overview .....	3
Tentative Budget Key Assumptions .....	8
Revenues .....	11
Debt .....	19
2021 Tentative Budget Summaries.....	20
2021 Capital Budget List of Projects .....	23
Five Year Sources and Uses .....	24
<b>Section 2 Financial Structure, Policy and Process</b> .....	<b>25</b>
Financial Structure.....	25
Financial Information and Policies.....	27
Board of Trustees Bylaws .....	29
Budget Process .....	33
UTA Organization Chart.....	36
<b>Section 3 Financial Summaries</b> .....	<b>37</b>
2021 Tentative Overall Operating Budget.....	37
2021 Operating Budget by Office, Cost Center, Category & FTE .....	40



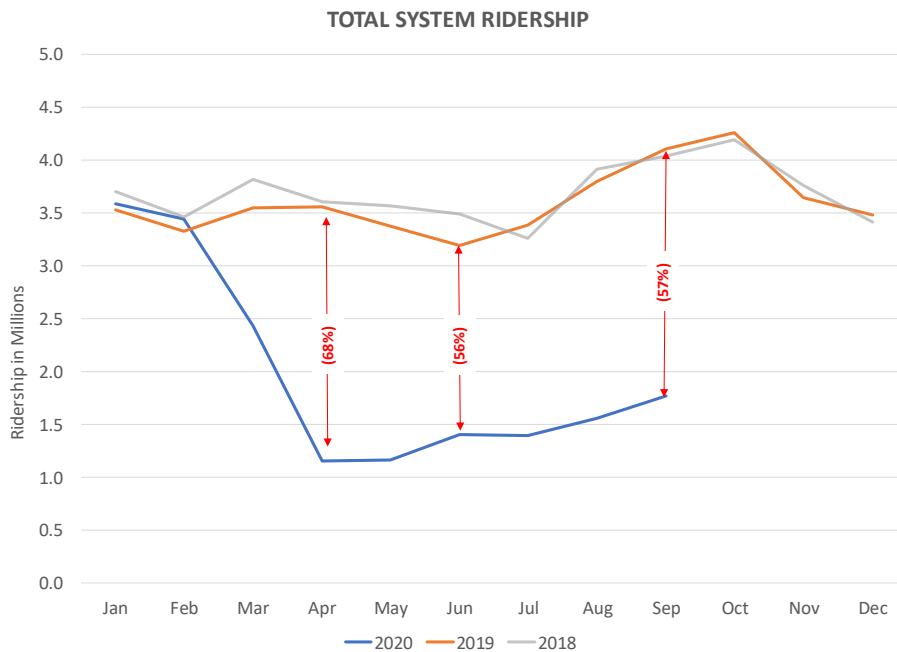
## 2021 Tentative Budget Overview

The Utah Transit Authority's 2021 Budget was developed in an environment of historic economic uncertainty. The Operating budget reflects current national, state and regional economic projections and UTA's service and operating plans in response to the COVID-19 pandemic. It also allows the agency to provide safe, secure and reliable service while maintaining the capacity and capability to respond to the evolving needs of our

customers and the communities we serve.

On April 5, 2020, in order to limit the spread of the COVID-19 virus, keep customers and employees safe, respond to dramatic losses in ridership and fares, and react to projected steep reductions in sales tax revenues, UTA enacted service changes that:

- Reduced trip frequencies and span of service on bus, TRAX and FrontRunner service
- Suspended some commuter bus routes
- Ended Saturday FrontRunner service early



With these service changes and in addition to regular daily vehicle and station cleaning, UTA also implemented additional disinfecting and social distancing measures to keep riders and employees safe, including:

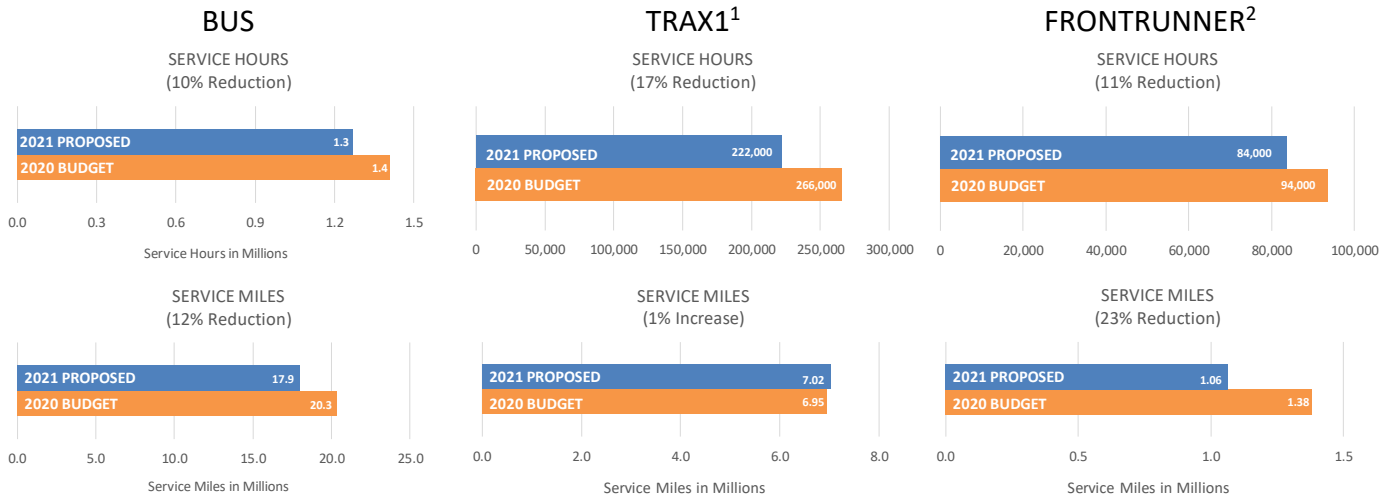
- Daily disinfecting of vehicles, stations and facilities
- Providing hand sanitizer to Bus Operators
- Discontinued the practice of having bus operators and Transit Police officers handling passes and conducting visual fare inspections only
- To support social distancing guidelines, UTA moved the yellow passenger line back on buses to provide six feet between operators and riders
- Posted signs on buses advising riders to board through the rear doors
- Allowing passengers who utilize the ramps or require ADA assistance to board through the front door



For more information on UTA’s comprehensive response to the COVID-19 pandemic visit our website at [www.rideuta.com/recovery](http://www.rideuta.com/recovery)

Four months later, on August 23, 2020 as a result of increasing ridership numbers, public feedback, and changes regarding COVID policies, much of the service that was changed or reduced in April was restored, or even improved, beyond pre-COVID levels. As a result of the August changes, UTA service levels were restored to about 91% of what it was before the pandemic.

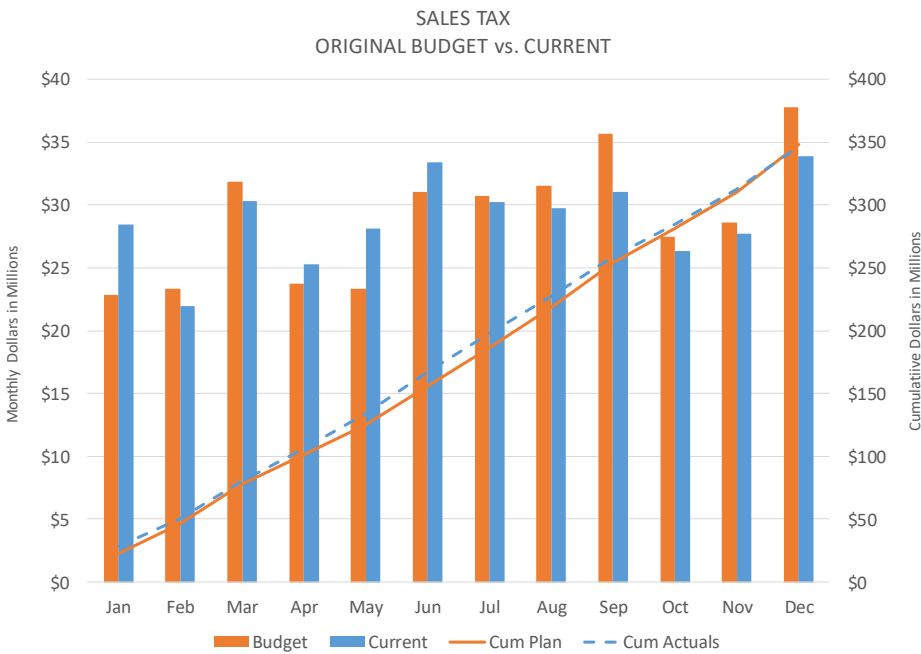
The 2021 budget request assumes continuation of the service levels implemented on August 23, 2020.



<sup>1</sup> TRAX service miles based on train car miles. In order to effect social distancing, UTA added cars to the operating trainsets, thereby increasing the service miles.

<sup>2</sup> In response to ridership decreases on FrontRunner, UTA reduced the number of cars in operating trainsets, thereby reducing the service miles.





**SALES TAX**

*“Utah’s economy ranks as the best of any state. At a time when COVID-19 has sent unemployment soaring into the double digits across much of the country, Utah’s monthly jobless rate stands at 5.1%, less than half the 11.1% national unemployment rate for June.*

*Even before the coronavirus hit American shores, economic conditions in Utah were far stronger than they were in most of the country. From the first quarter in 2015 through the first quarter in 2020, Utah’s economy grew at an annual rate of 3.4%, compared to the 1.9% national GDP*

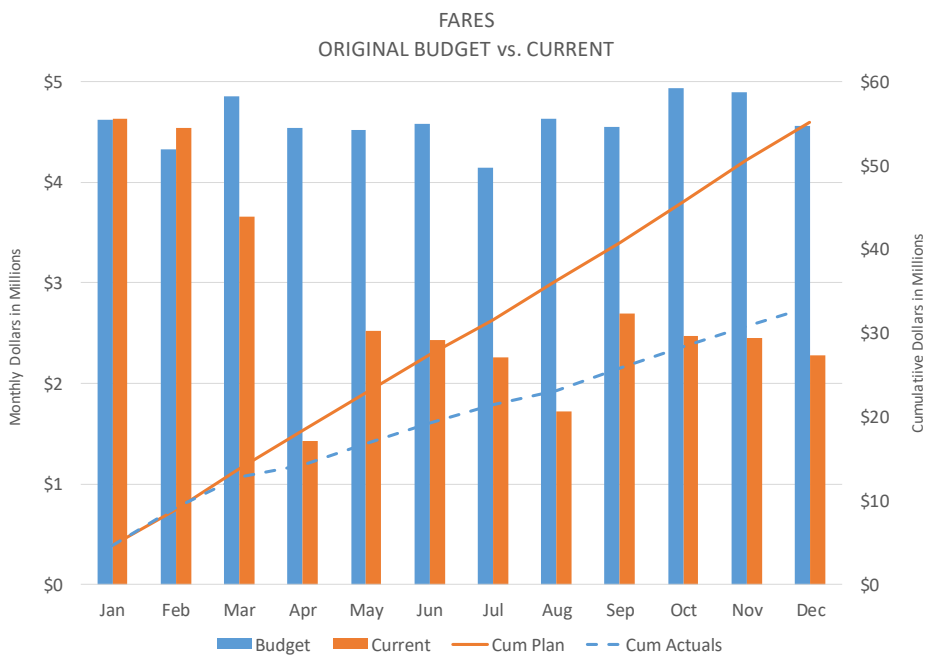
*growth rate. Utah is one of only seven states with a poverty rate below 10%.”<sup>3</sup>*

The economy in the UTA service area has been strong during the COVID-19 pandemic. Through July 2020, sales tax receipts that comprise over 60 percent of UTA’s operating revenues are about 13 percent or \$20 million higher than for the same period in 2019.

Sales tax assumptions supporting the 2021 budget request were developed based on 2020 actuals and projections from the Governor’s Office of Management and Budget. Sales taxes for 2021 are assumed to increase five percent over 2020 projections - \$364 million.

<sup>3</sup>From 24/7 Wall Street August 25, 2020  
<https://247wallst.com/special-report/2020/08/25/the-states-with-the-best-and-worst-economies-4/2/>





**PASSENGER REVENUES**

2020 fares are projected to be about \$22 million lower than the adopted 2020 budget for fares.

The 2021 projection for fares is about \$1.5 million lower than the current forecast for 2020 fares - \$32 million. This is the result of projecting current lower fare revenues over 12 months. The 2020 projection includes three months of pre-COVID fare collections

**CARES ACT FUNDING**

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. FTA allocated \$25 billion to recipients of urbanized area and rural area formula funds. Funding is provided at a 100-percent federal share, with no local match required, and is available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. Operating expenses incurred beginning on January 20, 2020 are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

UTA acted quickly and secured a grant for \$187.2 million to support ongoing operating, maintenance and capital costs. Based on current projections, UTA will be reimbursed by FTA for approximately \$87 million in 2020 and will exhaust the remaining \$100 million in grant funds in 2021.

This funding has been a lifeline for UTA and has allowed the agency to offset losses in fare revenues, avoid layoffs and retain operators and other vital staff necessary to support current levels of service with social distancing and position UTA for service restoration as the pandemic recedes.





- **Operating Expense Projections**

- 91% of Pre-COVID Service Levels
- \$6.5 million is proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic
- Increase of 12 FTE for service employees to support additional cleaning, sanitizing, and disinfecting protocols

- **Capital Expenditures**

- Includes \$32.4 million of construction costs for the Depot District maintenance facility
- \$52.6 million for the Ogden/Weber State University BRT (assumes FTA funding)
- \$7.0 million for the Airport TRAX station relocation
- \$16 million for information technology improvements and state of good repair
- Applies \$23.6 million toward rail maintenance infrastructure investment in a state of good repair
- Other capital is directed toward first/last mile projects throughout the service area, double tracking a portion commuter rail in northern Utah County, addition of end of line facilities, bus stop improvements, TRAX seat replacements and wayfinding improvements





## 2021 Tentative Budget Key Assumptions and Sources and Uses

Early in the 2021 budget process, staff began identifying key assumptions that would assist in the development of the 2021 budget. Initial assumptions from June were re-evaluated in August and presented to the Board of Trustees and the Local Advisory Council in September and October for their review. The key assumptions and rationale for the assumptions are provided below.

### SOURCES

#### **Sales Tax Revenues - \$364.1 million:**

Budget assumes a five percent increase over 2020 projected sales tax collections. The estimate is informed by long-term trends in sales tax growth and State of Utah 2020 and 2021 tax growth projections from the Governor's Office of Management and Budget.

#### **Fares – \$32.0 million:**

Slow ridership recovery and resulting lower fare collections due to ongoing COVID-19 impacts are projected in 2021. The budget assumes a four percent reduction in fare revenue from projected 2020 levels. The 2021 budget reflects lower anticipated first quarter collections in 2021 as compared to 2020. The budget of \$32 million reflects a 42 percent reduction in fare revenues from pre-pandemic 2019 levels.

#### **Federal Operating Revenue – \$70.5 million**

The budget assumes a slight increase (four percent) over 2020 levels for the federal formula driven programs, that fund preventive maintenance of UTA's revenue vehicles and its facilities.

#### **Other Operating Revenue - \$16.8 million:**

Other Operating Revenue is budgeted to decline somewhat from projected 2020 budget Other Revenue. This drop is primarily driven by lower advertising revenues and investment earnings driven by the economic impact of COVID-19.

#### **CARES Act Funding - \$101 million:**

UTA received \$187.2 million in FTA Section 5307 CARES Act Funds. It is anticipated that UTA will spend \$86.2 million of these grant funds in 2020. The 2021 budget programs the remaining \$101 million for support of operating and capital programs. UTA will draw down all grant funds in 2021.

#### **Federal and Local Capital Revenue - \$75.8 million:**

The budget assumes \$75.8 million in existing or anticipated federal and local grants for 2021.

- \$42.5 million for Ogden BRT
- \$9.9 million for UTA Depot District maintenance facility
- \$5.2 million for Tiger grants for "Last Mile" transportation projects
- Balance of amount spread among many smaller projects



## USES

### **Debt Service - \$143.8 million:**

Includes \$39.2 million in principal and \$96.6 million in interest and includes the estimated debt service associated with the April 2020 refinancing of the 2012 bonds. This budget also reflects the ongoing offset of \$8.9 million from the federal interest subsidy related to the Build America Bonds issued in 2012.

Estimate payment to Utah County under the 2018 interlocal agreement for principal and interest on the UVX BRT is \$6.9 million.

### **Capital Leases - \$9.9 million:**

The budget assumes \$9.9 million in lease payments for revenue vehicles and Salt Lake City service vehicles.

### **Employee Compensation and Benefits - \$233.6 million:**

The 2021 budget reflects a one percent increase over the 2020 budget. The 2021 budget includes a 2.64 percent increase for salaries and wages and 3.87 percent for benefits. This is consistent with the terms of the recently ratified ATU bargaining agreement.

### **Fuel - \$15.9 million:**

Fuel is budgeted 22 percent or \$4.4 million lower than 2020. Approximately \$3 million (68 percent) of this reduction is related to lower consumption and \$1.4 million is due to updated assumptions for 2021 fuel costs. The 2021 budget assumes \$2.25/gallon for diesel (\$2.50 in 2020) and \$2.15/gallon for gasoline (\$2.34 in 2020). There is no change in the assumptions for CNG.

### **Utilities - \$12 million:**

Includes electricity and propulsion power. No rate changes are expected for 2021 with consumption expected to remain steady.

### **Parts - \$20.7 million:**

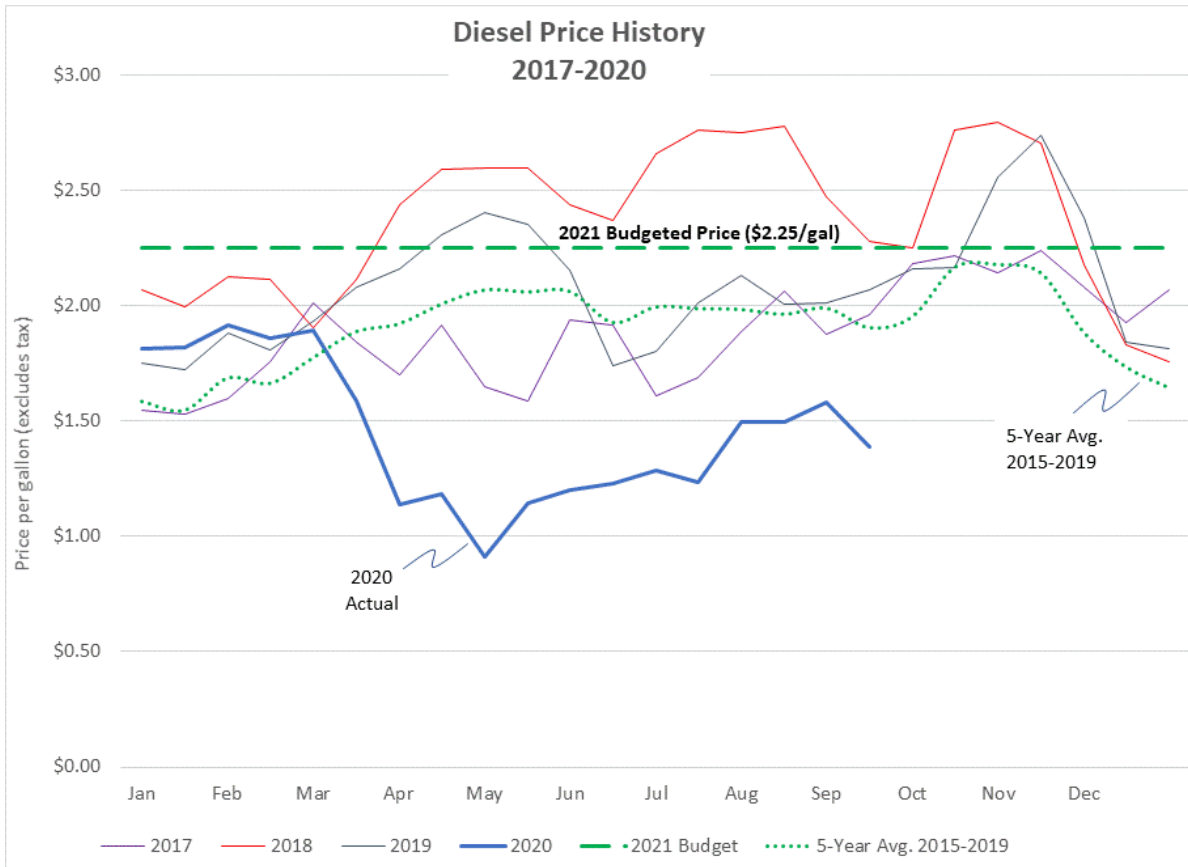
2021 budget reflects a \$1 million (five percent) increase over 2020 budget primarily due to increases in light rail parts and pandemic supplies.

### **Other O&M Costs - \$22.2 million**

This 2021 budgeted amount represents a \$5 million (27 percent) increase over 2020 levels. The increase is attributable to the creation of a non-departmental cost center to fund emerging needs as the region continues to react to and recover from the pandemic.

**State of Good Repair – \$61.6 million:** In accordance with national efforts to bring all transit systems into a state of good repair, UTA has allocated \$61.6 million of its capital budget toward vehicle replacements, technology replacements and upgrades, facility maintenance, rail vehicle overhauls, and rail system replacements.





# Revenues

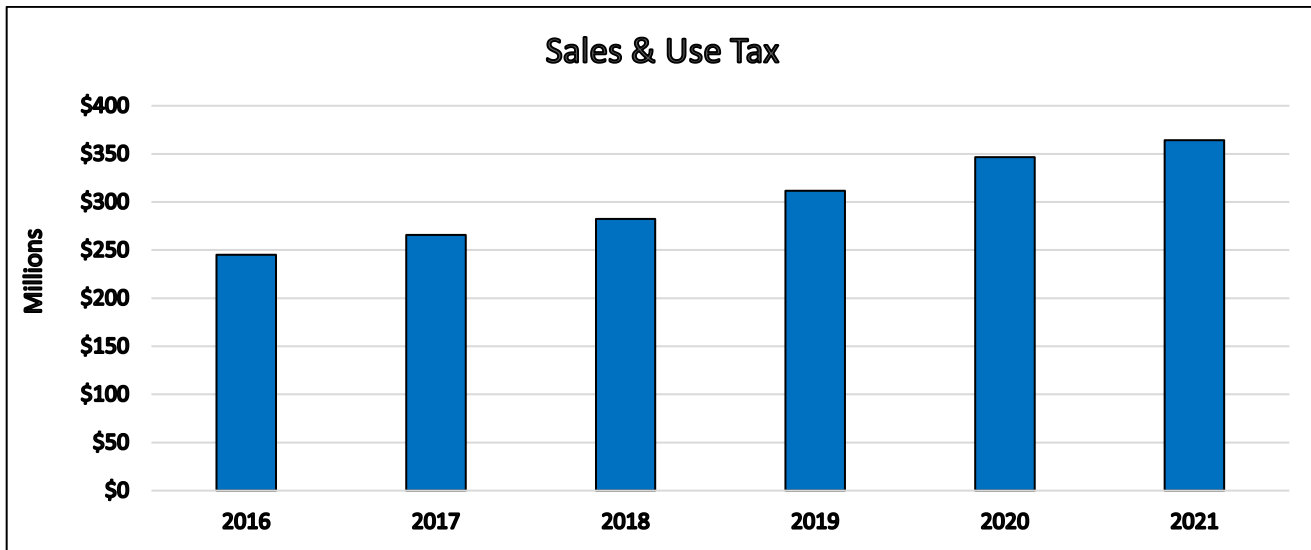
## Source: Sales and Use Tax

The largest operating source of revenue for the Authority is a local sales tax, which is imposed by the individual jurisdictions within the service area of the Authority. In July 2019, the Salt Lake County Council and the Utah County Commission approved increasing their tax rate by 0.25 percent with 0.10 percent dedicated to UTA. Accordingly, the 2020 budget reflects a full year of collections from these sales taxes.

UTA’s sales tax is applied by each jurisdiction within the service area to gross taxable sales within the service district. From 2004 through 2019, gross taxable sales have grown by an average of 6.9%. Although year over year sales tax growth is 6.6% through July 2021 collections, UTA is assuming average tax growth for 2021 will be 5.0%. Based on these assumptions and actual tax collections through July, UTA is projecting 2021 sales tax collections to be \$364 million.

Year	2016	2017	2018	2019	2020*	2021*
Sales Tax	\$227,703,000	\$245,008,000	\$265,770,00	\$298,640,000	\$346,751,00	\$364,088,000

\*Budget/Projected



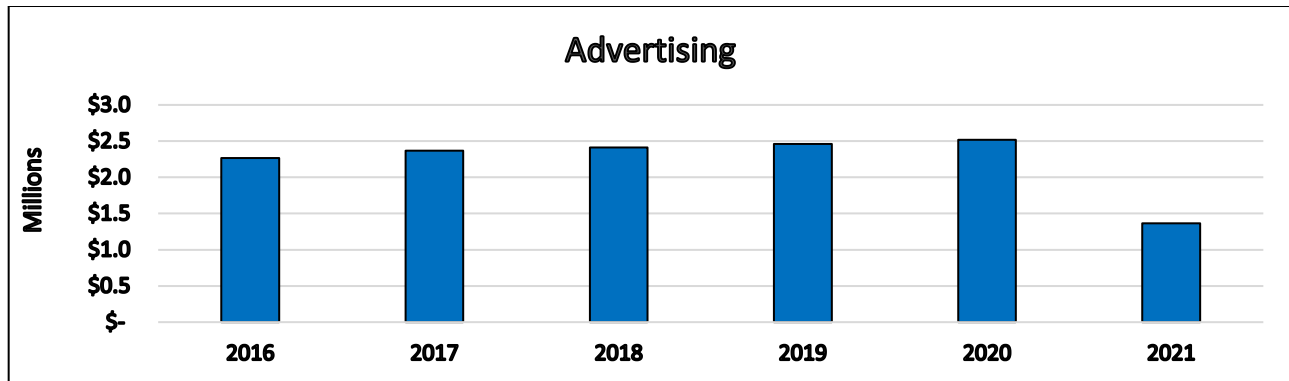
## Revenues (continued)

### Source: Advertising

Advertising revenues for the Authority comes from the lease of exterior space on the sides and rear of the bus and light rail vehicles. The compound annual growth rate for advertising over the last four years has been somewhat flat. For 2021 advertising is projected to produce \$1.36 million, a decrease due to the economic conditions related to the impact of COVID-19.

Year	2016	2017	2018	2019	2020*	2021*
Advertising	\$2,267,000	\$2,367,000	\$2,413,000	\$2,463,000	\$2,517,000	\$1,363,000

\* Budget/Projected



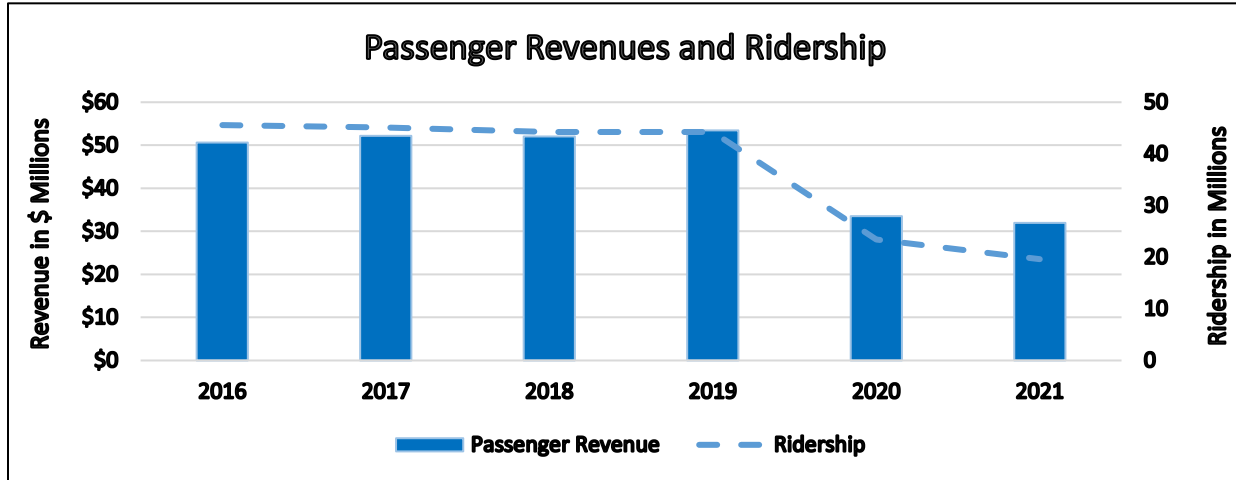
### Source: Passenger Revenue

Since 2013, the Authority's base fare has been \$2.50. Fares range from \$1.25 for senior citizens to \$5.50 for premium express service. Although ridership has declined since 2015, the average revenue per ride has increased from \$1.12 to \$1.18. Additional service in Salt Lake City and Salt Lake County, a micro-transit pilot in Southwest Salt Lake County, and continued population and employment growth, will all contribute to an increase in passenger revenues. Due to the current economic conditions and impacts of COVID-19, UTA's projected 2020 passenger revenues are \$33.5 million with 2021 being projected at \$32 million.

Year	2016	2017	2018	2019	2020*	2021*
Passenger Revenue	\$50,624,000	\$52,159,000	\$52,052,000	\$52,649,000	\$33,511,000	\$31,979,000
Ridership*	45,572,702	45,119,782	44,216,695	44,239,223	23,436,211	19,611,896

\* Budget/Projected



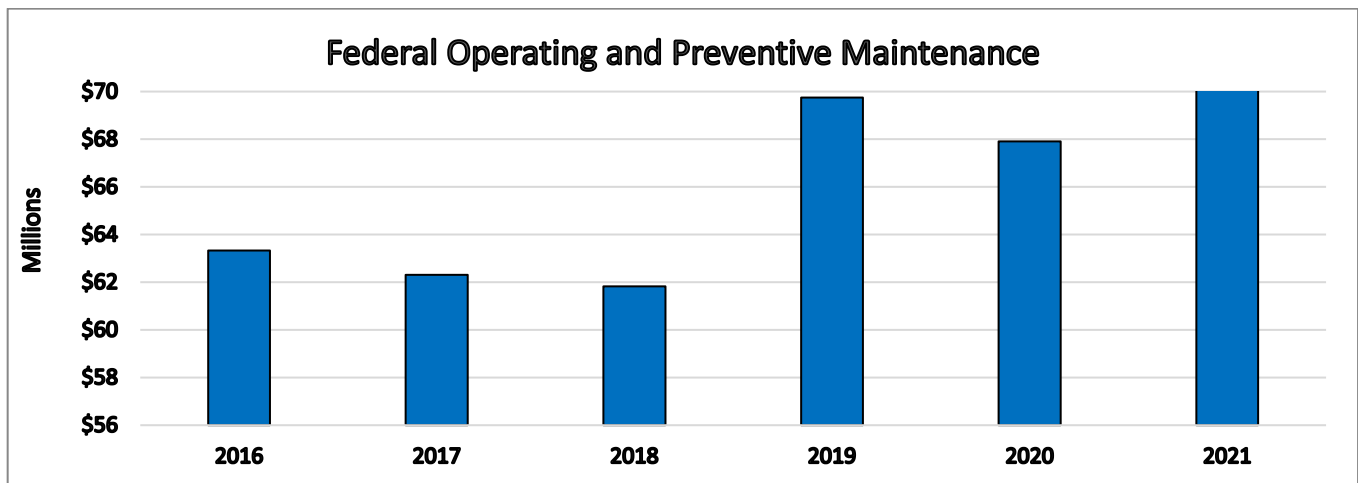


**Source: Federal Operating and Preventive Maintenance Revenue Grants**

In 2016 the Transportation Bill, Fixing Americas’ Surface Transportation (FAST) was approved by Congress. FAST allows the Authority to use formula funds for preventive maintenance. These formula funds may be used to cover up to 80% of preventive maintenance costs. After operating additional TRAX lines/extensions for 7 years UTA qualified for additional formula funds.

Year	2016	2017	2018	2019	2020*	2021*
Operating Grants	\$63,335,000	\$62,314,000	\$61,821,000	\$69,746,000	\$67,911,000	\$70,507,000

\* Budget/Projected

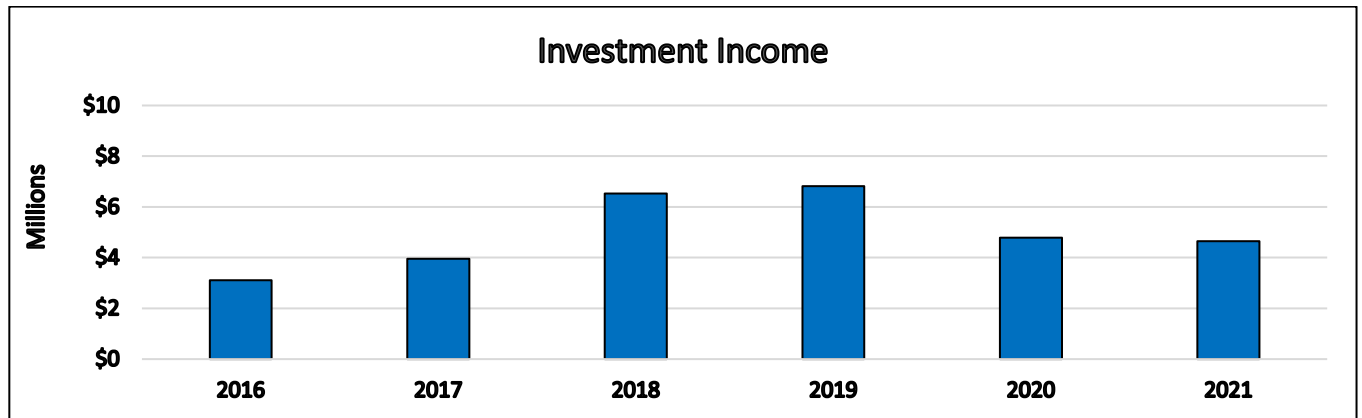


## **Source: Investment Income**

Interest income consists of interest earned on invested operating funds not yet expended and funds held for future capital expenditures. Some of the Authority's funds are invested with the Public Treasurers Investment Fund managed by the State Treasurer's office; others are placed in investments that can yield a higher interest but are still secure.

Interest rates have fallen below the 2020 projection of 3.55%. An approximate rate of 2.95% is applied to projected reserve accounts in the 2020 Transit Development Plan. Due to the current economic conditions and impacts of COVID-19, UTA's projected 2020 investment revenues are \$4.79 million with 2021 being projected at \$4.65 million.

Year	2016	2017	2018	2019	2020*	2021*
Investment Income	\$3,108,000	\$3,955,000	\$6,526,000	\$6,822,000	\$4,794,000	\$4,649,000



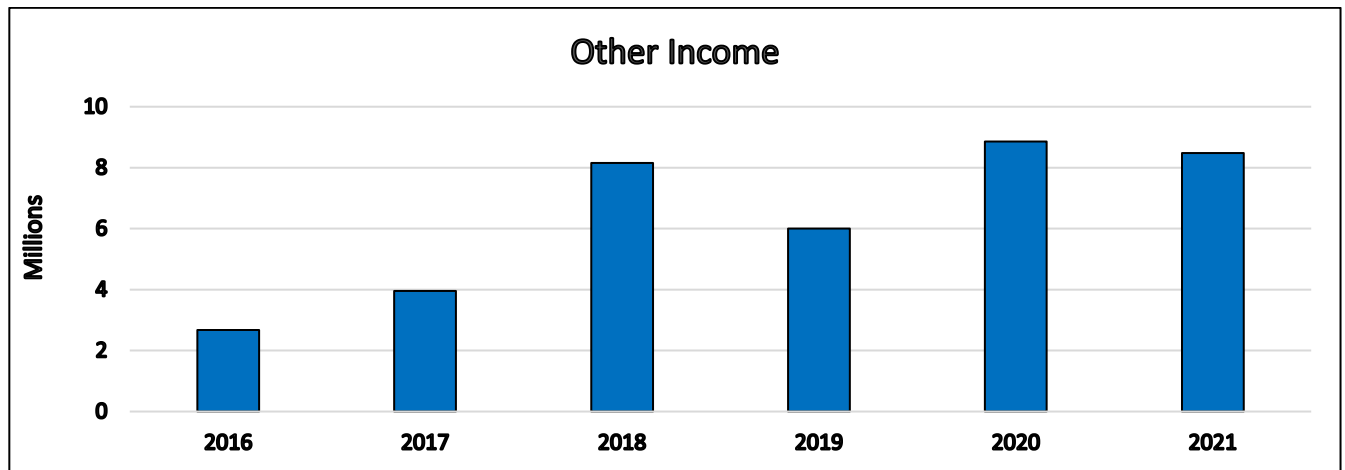


## Source: Other Income

Other income for 2021 consists of \$4.3 million from Salt Lake City for enhanced bus service, \$0.5 million from Salt Lake County for enhanced transit services, a \$2.1 million sales tax distribution from the Utah Department of Transportation, \$1.1 million from property fees, and \$0.3 million from transit-oriented development revenues.

Year	2016	2017	2018	2019	2020*	2021*
Other Income	\$3,108,000	\$3,954,000	\$8,156,000	\$6,001,000	\$8,858,000	\$10,663,000

\* Budget

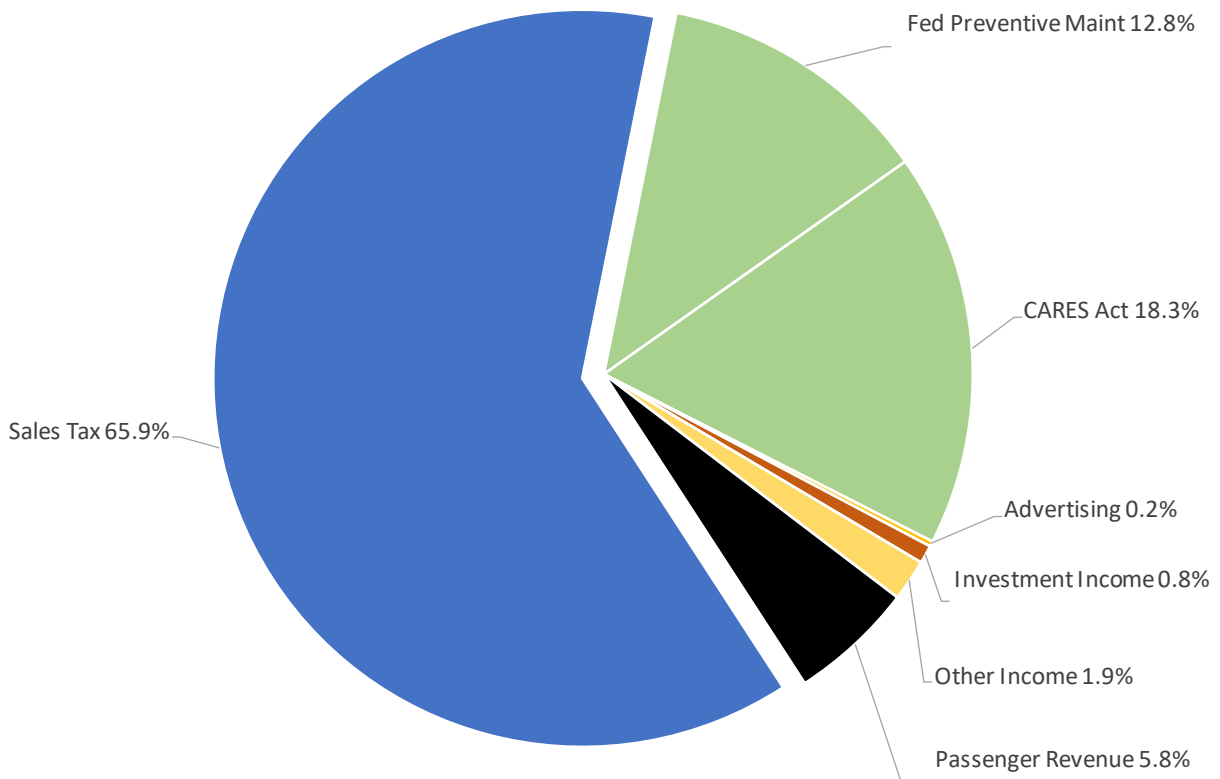


## 2021 OPERATING REVENUES

UTA reports as a single enterprise fund and all revenues are deposited in the UTA Operating Fund. Within this enterprise fund, UTA maintains two budgets – one for operations and one for capital. Transfers from the enterprise fund to the Capital program are made as necessary to support investment in the system.

Sales tax revenue at \$364.1 million, or 66% of total revenues, represents the largest funding source for the 2021 budget. CARES Act funding totals \$101 million, Federal preventive maintenance totals \$70.5 million, and passenger revenues total \$32.0 million. Other revenues include, in order of magnitude, investment income, local support, advertising, and other fees.

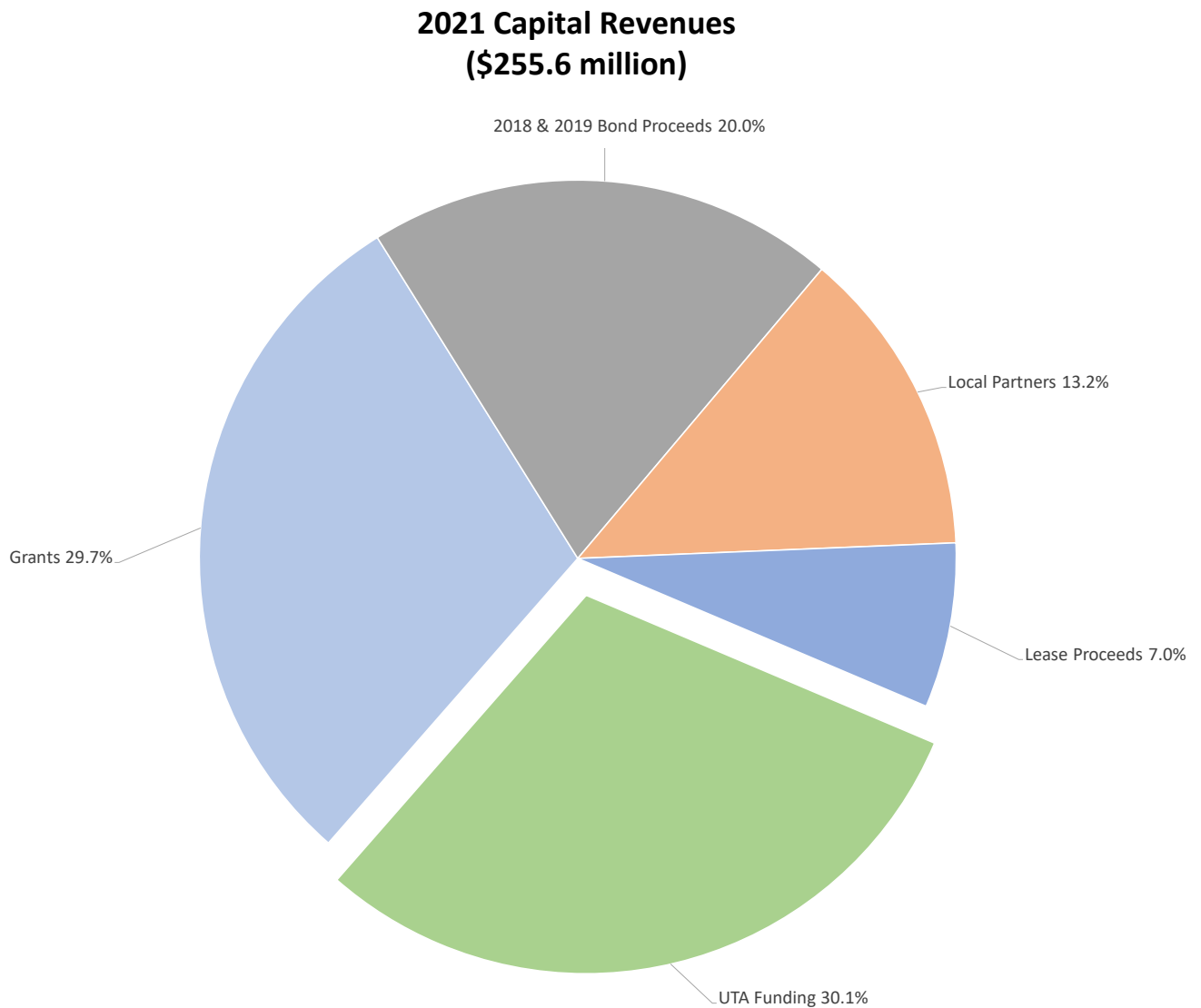
**2021 Operating Revenues  
(\$584.4 million)**



## **CAPITAL REVENUES**

2021 Capital grants are anticipated to provide \$75.8 million with local partners and the State of Utah providing \$33.7 million. Lease proceeds are estimated at \$18 million. Bonds issued in 2018 and 2019 provide \$51.2 million of proceeds that will be used in 2021.

There is also a transfer of \$76.8 million in UTA revenues from UTA's Operating Fund to support the 2021 Capital Program.



## 2021 Capital Budget Funding Sources

Utah Transit Authority 2021 Tentative Capital Budget		2021 Capital
<b>Funding Sources</b>		
UTA Funding		\$ 128,073,000
Grants		75,793,000
Local Partner Contribution		24,533,000
Leasing		18,006,000
State Contribution		9,214,000
		<b>\$ 255,619,000</b>
<b>Capital Uses</b>		
Ogden/Weber State University BRT		\$ 52,581,000
Depot District Bus Maintenance Facility		32,400,000
Airport TRAX Station Relocation		7,000,000
State of Good Repair Projects - Light rail overhaul, bus replacement, rail locomotive engine rebuilds, rail replacement, facility maintenance, bus engine replacements, bus validator replacement, passenger information signs, and safety enhancements		78,738,000
Other Capital Projects - First/last mile improvements, Box Elder right-of-way, Northern Utah County double track, bus stop improvements, wayfinding, and end-of-line facilities.		84,900,000
<b>Total Capital Uses</b>		<b>\$ 255,619,000</b>



## 2021 Debt Service Detail

2021 Debt Service (000's)	Amounts	Totals
<b>Interest on Bonds</b>	\$ 96,629	
<b>Interest Subsidy (Build America Bonds)</b>	(8,870)	
<b>Net Interest</b>	87,759	
<b>Principal on Bonds</b>	39,165	
<b>Net Bond Principal and Interest</b>		126,924
<b>Lease Payments on Revenue Service Vehicles</b>	9,406	
<b>Principal and Interest to Utah County</b>	6,949	
<b>Salt Lake City Bus Lease</b>	497	16,852
<b>Total 2021 Debt Service</b>		<u>\$ 143,775</u>

UTA continues to look for opportunities to refund bonds when possible in the future. The net present value saving from the 2019, 2020, and 2020B refundings is approximately \$20.3 million. These refundings also unrestricted debt reserve funds, changed principal payments, and restructured the debt to lower maximum annual debt service in 2029 through 2039.

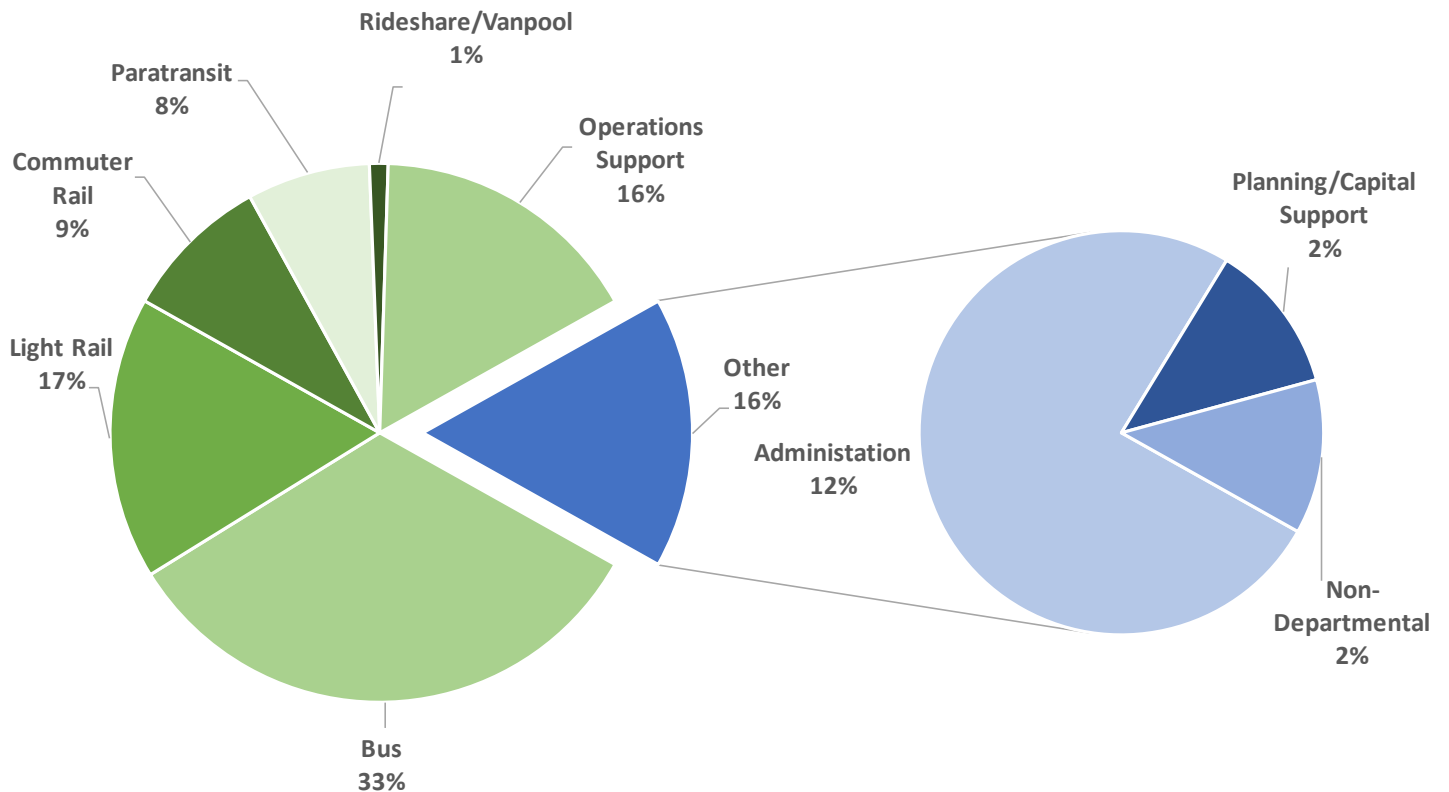


## 2021 TENTATIVE OPERATING BUDGET

The 2021 Tentative Operating Budget includes over \$273 million for operations and maintenance of the system, or 84 percent of the 2021 budget request. These functions are represented in the green shaded segments in the graph below.

The other functions (blue segments comprising 16 percent) include Administration, Planning/Capital Support and \$6.5 million set aside to fund emerging needs as UTA and the region react to and recover from the pandemic. Administration includes executive leadership and support, human capital management, payroll, accounting, purchasing and other finance functions, service development, information technology, strategic planning, continuous improvement, data management, and other functions that support the delivery of service.

**2021 Tentative Operating Budget  
(\$326.5 million)**



## 2021 Tentative Operations Budget: Expense Projections

	FY 2020 Budget	FY 2021 Budget	Change
Bus	\$108,868,992	\$107,925,104	\$(943,888)
Light Rail	52,208,951	55,404,928	3,195,977
Commuter Rail	30,711,342	28,920,873	1,790,469
Paratransit	24,887,147	24,111,761	(775,386)
Rideshare/Vanpool	3,298,190	3,644,685	346,495
Operations Support	50,353,076	53,454,084	3,101,008
Administration	38,081,502	40,112,853	2,031,351
Planning/Capital Support <sup>1</sup>	6,443,876	6,393,224	(50,652)
Non-Departmental <sup>2</sup>	1,632,924	6,562,491	4,929,567
<b>Total Division</b>	<b>\$316,486,000</b>	<b>\$326,530,000</b>	<b>\$10,044,000</b>

The operations portion of the 2021 Tentative Budget totals \$326.5 million (before allocation of \$11.4 million of expense to capital projects and \$3.6 million from Salt Lake County's 4<sup>th</sup> quarter revenues to specific line items in 2021). The table above shows the allocation of the operations portion of the budget by line item. Almost 72% of the operations budget is dedicated to labor and fringe costs. Together with fuel & lubricants (4.9%), parts, net of warranty recovery (6.4%), and services (6.0%), those four items comprise 92% of the total operations budget.

1. Planning/Capital Support is comprised of Planning, Capital Development & Real Estate
2. Non-Departmental contains funds for emerging needs as the region continues to react to and recover from the pandemic





## KEY ELEMENTS:

- Service Adjustment: In 2021 UTA is planning to operate 91% of pre-COVID levels of service
  - In August 2020, UTA reintroduced a significant amount of service to the system. Service levels were determined based on ridership trends and projections, input from our riders, and a focus on supporting essential workers and key areas across our system as the state of Utah began easing restrictions and returning businesses and schools/universities.
  - \$6.5 million is proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic.
- Operations Support & Administration
  - Information Technology projects: Net increase of \$1.5M for equipment replacement and upgrades
  - Increased training and support expense for Rail Maintenance Apprenticeship programs
  - Increased contract services for additional Maintenance systems support of \$1.5M
  - Repurposed and restructured within current staffing levels to maximize efficiency
- FTE Changes: 52.5 FTE decrease
  - **Operations:**
    - Decrease overall of 33 FTE (primarily driven by fewer operators due to reduced service levels)
    - Increase in Asset Management of 7 FTE
    - Increase in Bus Maintenance of 12 FTE
  - **Administrative:**
    - Decrease of 17.5 FTE for operator trainees in Talent Development
    - Increase of 2 FTE in Operations Analysis & Solutions
    - Increase of 1 FTE in Talent Development
    - Increase of 1 FTE in Enterprise Strategy

## 2021 CAPITAL BUDGET PROJECT SUMMARY

2021 Capital Projects	Project Amount
Information Technology Projects	\$ 16,060,000
Safety & Security Projects	1,046,000
Revenue Service Vehicles	22,558,619
Vehicles - Rehab/Repair	12,798,645
Facilities Maintenance Projects	2,650,000
Rail Maintenance Projects	23,625,000
Ogden/Weber State University BRT	52,580,513
Depot District	32,400,124
TIGER Program of Projects	13,170,900
Northern Utah County Double Track	9,000,000
Airport Station Relocation	7,000,000
Sandy Parking Structure	4,204,174
Light Rail Seat Replacement	4,154,000
Provo-Orem BRT	3,010,967
5600 West 4500 South End of Line	3,000,000
Fort Union End of Line	3,000,000
Mid-Valley Connector	3,000,000
Meadowbrook Expansion	2,600,000
Bus Stop Signage - SL County	2,500,000
FrontRunner Double Tracking	2,500,000
Point of Mountain Study	2,500,000
Positive Train Control	2,500,000
Sharp-Tintic Rail Connection	2,309,867
650 South Station	2,000,000
Clearfield FR Station Trail	1,739,817
Warm Springs Upgrades	1,738,000
Central Corridor Transit	1,500,000
Passenger Information Improvements	1,459,743
Other Capital Projects	19,012,416
<b>Total Capital Expenditure Budget</b>	<b>\$ 255,618,785</b>

## Sources & Uses

Summary of TFP (\$,000's)		Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025
<b>A</b>	<b>Beginning Balance</b>	\$ 352,121	\$ 338,205	\$ 345,479	\$ 299,196	\$ 242,167
	Revenue					
	Sales Tax	364,088	382,292	401,407	421,477	442,551
	Federal <sup>1</sup>	171,507	71,212	73,903	74,642	75,388
	Passenger	31,979	36,033	40,700	46,183	52,649
	Other Revenues	16,834	19,123	19,382	20,217	18,462
<b>B</b>	<b>Total Revenues</b>	\$ 584,408	\$ 508,660	\$ 535,392	\$ 562,518	\$ 589,050
<b>C</b>	<b>Total Operating Expenses</b>	\$ 326,530	\$ 354,179	\$ 365,688	\$ 377,571	\$ 389,840
<b>D</b>	<b>Net Available</b>	\$ 609,999	\$ 492,686	\$ 515,184	\$ 484,144	\$ 441,377
<b>E</b>	Capital Sources	\$ 127,599	\$ 242,784	\$ 142,303	\$ 162,195	\$ 54,537
<b>F</b>	Capital Uses	255,619	230,138	187,990	233,576	105,432
<b>G</b>	Debt Service	\$ 143,775	\$ 159,852	\$ 171,925	\$ 176,720	\$ 185,667
<b>H</b>	<b>Net Change (Sources less Uses)</b>	\$ (13,917)	\$ 7,275	\$ (47,908)	\$ (63,153)	\$ (37,353)
<b>I</b>	<b>Ending Balance</b>	\$ 338,205	\$ 345,479	\$ 297,572	\$ 236,043	\$ 204,814
<b>J</b>	<b>Required Reserves</b>	\$ 154,723	\$ 158,870	\$ 160,596	\$ 162,379	\$ 164,219
<b>K</b>	<b>Unrestricted Cash Balance</b>	\$ 183,482	\$ 186,610	\$ 138,600	\$ 79,788	\$ 39,135
	<b>D = A + B - C</b>					
	<b>I = D + E - F - G</b>					
	Footnote: <sup>1</sup> CARES Act Funding 2021 \$101 million					



## Financial Structure

### Accounting Method

UTA reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned and expenses are recognized when they are incurred.

### Department /Fund Relationship

Within the enterprise fund, UTA maintains two budgets – one for operations and one for capital. Within the operations budget, expenses are tracked by type of service mode (bus, light rail, commuter rail, paratransit, or rideshare/vanpool) as well as operations support, administrative, non-operating, and debt service.

Departments within operations and operations support by type of service are:

Bus	Light Rail	Commuter Rail	Paratransit	Rideshare Vanpool
Mt. Ogden Operations	Light Rail Operations	Commuter Rail Operations	Paratransit Operations	Van Pools
Mt. Ogden Maintenance	Light Rail Maintenance	Commuter Rail Maintenance	Paratransit Maintenance	Rideshare Administration
Mt. Ogden Administration	Light Rail Jordan River Maintenance	Commuter Rail Administration	Special Service Administration	
Timpanogos Operations	Light Rail Administration	Maintenance of Way Systems	Mobility Management	
Timpanogos Maintenance	Rail Fleet Sustainability	Maintenance of Way Infrastructure		
Timpanogos Administration	Maintenance of Way Systems			
Meadowbrook Operations	Maintenance of Way Infrastructure			
Meadowbrook Maintenance				
Meadowbrook Administration				
Central Maintenance				
Integrated Service Planning				
Transit Communications Center				

Departments within the Operations Support, Administrative, and Non-operating classifications are provided on the following page.



Operations Support	Administrative	Non-operating
Support Maintenance	Product Development & Sales	Capital Projects & Development
Fleet Engineering	Fares	Planning
Asset Management - State of Good Repair	Risk Management	Real Estate
Vehicle Disposal	Technology Security	Service Development
Facilities	Communications & Deployment	
Ticket Vending Machine Maintenance	Applications Support	
Radio & Rail Communications	Application Development	
Supply Chain - Purchasing	Network Support	
Supply Chain - Warehousing	Quality Assurance	
Farebox Service	Accounting	
Fare Strategy & Operations	Finance	
Customer Service	Intermodal Center - SLC	
Public Safety	Intermodal Center - Ogden	
Operations Analysis & Solutions	Budget & Financial Analysis	
Data Quality & Ridership	Innovative Mobility Services	
Safety & Security	Government Relations	
Bus Communications	Public Relations & Marketing	
Talent Development	Planning & Engagement	
	Board of Trustees	
	Total Rewards	
	People Office	
	Human Resources and Labor Relations	
	Workforce Planning	
	Operations Office	
	Internal Audit	
	Executive Director	
	Legal	
	Civil Rights	
	Corporate Support	
	Customer Experience	
	Enterprise Strategy	

Within the capital budget, expenses are tracked by discrete projects, Safety & Security, State of Good Repair (capital maintenance to the transit infrastructure), and Information Technology. More detail about capital investments are provided in the Capital and Debt section.

### **Basis of Budgeting**

Budgeting is based upon the accrual basis with these exceptions:

- UTA budgets capital expense rather than depreciation expense
- UTA does not budget for change in actuarial estimates for the pension
- In addition to bond interest expense, UTA budgets annual bond principal payments
- The annual budget excludes amortization of bond issuance premiums and discount



## Financial Information and Policies

### **Basis of Accounting**

The Authority reports as a single enterprise fund and uses the accrual method of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

### **Standards for Reporting Purposes**

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by GASB.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Federal Planning Assistance and Preventive Maintenance Grants**

Federal planning assistance grants received from the Federal Transit Administration (FTA) and preventive maintenance grants are recognized as revenue and receivable during the period in which the related expenses are incurred and eligibility requirements are met. The current reauthorizations act, Fix America's Surface Transportation (FAST), allows for the replacement and repair of aging infrastructure.

### **Federal Grants for Capital Expenses**

The U.S. Department of Transportation, through contracts between the Authority and the FTA, provides federal funds of 35% to 93% of the cost of property and equipment acquired by the Authority through federal grants. Grant funds for capital expenses are earned and recorded as capital contribution revenue when the capital expenses are made and eligibility requirements are met.

### **Contributions from Other Governments (Sales Tax)**

As approved by the voters or county governing bodies, sales tax for transit is collected to provide the Authority with funds for mass transit purposes. Funds are utilized for operations and for the local share of capital expenses. Sales tax revenues are accrued as a revenue and receivable for the month in which the sales take place. The Authority does not have taxing authority in any jurisdiction; therefore this revenue is considered a contribution from another government.



**Approved Local Option Sales Tax:**

Salt Lake County	0.7875%
Davis County	0.6500%
Weber County	0.6500%
Box Elder County	0.5500%
Utah County	0.6260%
Tooele County	0.4000%

**Budgetary and Accounting Controls**

The Authority's annual budgets are approved by the Board of Trustees, as provided for by law. Operating and non- operating revenues and expenses are budgeted on the accrual basis except for depreciation, pension actuarial expenses, bond principal payments, and amortization of bond issuance premiums and discounts. Capital expenses and grant reimbursements are budgeted on a project basis. Multi-year projects are approved in whole, but are budgeted based on estimated annual expenses and revenues.

The Authority adopts its annual budget in December of the preceding year.



# UTA BOARD OF TRUSTEES BYLAWS

## ARTICLE VII – CONDUCTING BUSINESS

### Section 1 **Resolutions, Orders and Ordinance – Vote Recorded**

Each and every formal action by the Board and Advisory Council shall be taken by the passage of a resolution, order or ordinance by the Board or Advisory Council. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board and Advisory Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Council, Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board and Advisory Council shall be made and retained as provided by law.

### Section 2 **Adoption and Amendment of Bylaws**

These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board after consultation with the Advisory Council.

### Section 3 **Fiscal Year**

The fiscal year of the Authority shall commence on January 1 and end December 31 of each calendar year.

### Section 4 **Principal Place of Business**

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

### Section 5 **Budget**

The Authority shall prepare an annual budget for the consideration of the Board each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Council, the Board shall adopt a final annual budget prior to the end of each fiscal year.

### Section 6 **Audit Reports**

A. Annual Audit - The Board shall cause an annual audit of the Authority's financial statements to be





conducted in accordance with general accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

- B. Other Audits – In consultation with the Advisory Council, the Board may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

## Utah's Provisions Applicable to All Local Districts

### 17B-1-702 Local District to Submit Budgets

Except as provided in paragraph (a), within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of each local district with an annual budget of \$50,000 or more shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities that has in writing requests a copy; and (2) to each of its customer agencies that has in writing requested a copy.

(a) Within 30 days after it is approved by the board, and at least 30 days before the board adopts a final budget, the board of trustees of a large public transit district as defined in Section 17B-2a-802 shall send a copy of its tentative budget and notice of the time and place for its budget hearing to 1) each of its constituent entities; 2) each of its customer agencies that has in writing requested a copy; 3) the governor; and 4) the Legislature.

The local district shall include with the tentative budget a signature sheet that includes 1) language that the constituent entity or customer agency received the tentative budget and has no objection to it; and 2) a place for the chairperson or other designee of the constituent entity or customer agency to sign.

Each constituent entity and each customer agency that receives the tentative budget shall review the tentative budget submitted by the district and either 1) sign the signature sheet and return it to the district; or 2) attend the budget hearing or other meeting scheduled by the district to discuss the objections to the proposed budget.

If any constituent entity or customer agency that received the tentative budget has not returned the signature sheet to the local district within 15 calendar days after the tentative budget was mailed, the local district shall send a written notice of the budget hearing to each constituent entity or customer agency that did not return a signature sheet and invite them to attend that hearing. If requested to do so by any constituent entity or customer agency, the local district shall schedule a meeting to discuss the



budget with the constituent entities and customer agencies. At the budget hearing, the local district board shall 1) explain its budget and answer any questions about it; 2) specifically address any questions or objections raised by the constituent entity, customer agency, or those attending the meeting; and 3) seek to resolve the objections.

Nothing in this part prevents a local district board from approving or implementing a budget over any or all constituent entity's or customer agency's protest, objections, or failure to respond.

## **Utah's Provisions Applicable to All Local District 17-B-1-1102 Limitation on Bonds**

A public transit district may not issue general obligations bonds if the issuance of the bonds will cause the outstanding principal amount of all of the district's general obligation bonds to exceed the amount that results from multiplying the fair market value of the taxable property within the district, as determined under Section 11-14-301(3)(b) by 3%. Bonds or other obligations of a public transit district that are not general obligation bonds are not included in this limit.

### **Board of Trustees Policy No. 2.1 Financial Management – Key Budget Provisions July 31, 2019**

#### **A. Reserves**

1. The Authority will maintain the following reserves:

- a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.
- b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding nonoperating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.



c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.

d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.

2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
3. Reserve balances will be reported on the Authority's monthly financial statements.
4. Upon the use of any service stabilization, bond or capital replacement reserves, the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within 60 months after their first use and begin to restore reserves used no later than 24 months after their first use.

#### B. Grants

1. The allocation of anticipated formula fund grants will be determined during the annual budget process.

#### C. Long-term Financial Planning

1. The Executive Director will develop a long-term (20 years or longer) financial plan incorporating the Board of Trustees' strategic plan, identifying the Authority's long-term financial challenges and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

#### D. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board of Trustees may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board of Trustee approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.



## E. Capital

1. The Executive Director will develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The five-year capital plan will be fiscally constrained and will maintain all assets at a state of good repair to protect the Authority's capital investment and minimize future maintenance and replacement costs.

## Budget Process

This section describes the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also includes procedures for amending the budget after adoption and the process used in developing the capital budget. A budget calendar for the budgeted year 2021 is included at the end of this section.

**Budget Process:** The Executive Director and Chief Financial Officer, with the advice and counsel of the Board of Trustees and the Local Advisory Council, prepare a preliminary budget for the ensuing year including operation, maintenance, administration expenses, debt service, and capital expenditures.

The yearly process starts in Spring with the Authority's Executive Team and staff assessing likely growth estimates for revenues, operating expenses, and capital projects. Budget priorities are discussed and a preliminary five-year capital plan is developed. Changes in assumptions are incorporated into the long-term financial plan model and operating and capital budget targets are developed by early July. After a preliminary budget outlook is reviewed with the Board of Trustees, the Executive Director develops and distributes budget preparation instructions for Authority staff.

A draft five-year capital plan is completed and reviewed with the Board of Trustees and the Local Advisory Council in September. The first year of the capital plan, which includes specific capital projects and the funding available through outside funding such as grants, local partners, state funding, and financing are included in the next year's capital budget.

By late August each Chief Officer submits an operating budget which is at or below the budget target for their departments and which supports the Board of Trustees' budget priorities. The Executive Team reviews the operating budgets and makes any adjustments it deems necessary. Preliminary budgets are reviewed with the Board of Trustees in September. Any modifications to the budget are completed by early October.

In November, the Executive Director presents the 2021 tentative budget to the Board of Trustees for their review and approval. Once the tentative budget is approved by the Board of Trustees, it is sent to the Governor's Office, State Legislature and Local Governments and a 30-day comment period, which includes a



public hearing, is established. In early December, the Executive prepares and presents the 2021 Final Budget to the Board of Trustees for its review and approval.

**Adoption of Annual Budget:** Before the first day of each fiscal year, the Board shall adopt the annual budget by a vote of a quorum of the total Board. If, for any reason, the Board has not adopted the annual budget on or before the first day of January of any fiscal year, the preliminary budget for such year shall be in effect for such fiscal year until the annual budget is adopted.

Please refer to the 2021 UTA Budget Preparation Schedule at the end of this section.

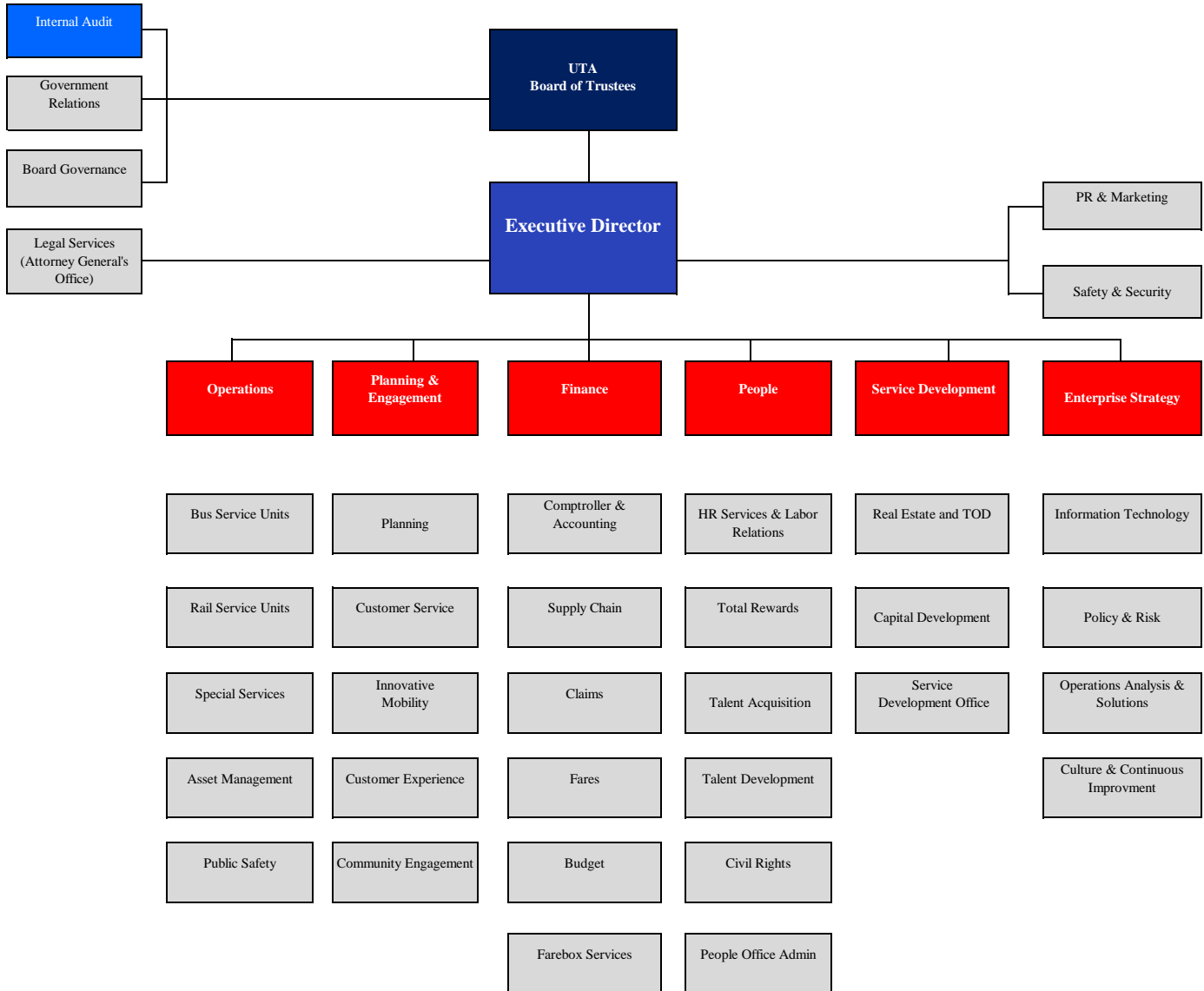


## Annual Budget Schedule:

<u>Task</u>	<u>Completion Date</u>
Executive Director prepares and distributes budget preparation memo based upon Board of Trustee's budget priorities and available funding per the long-term financial model	July 13, 2020
Draft Budgets due from Executive Team. (Executive Team will notify their direct reports of earlier submission dates before this time to allow for executive review).	August 28, 2020
Executive team evaluates 2021 operating and capital budget submittals	Sept. 4, 2020
Preliminary 2021 operating and capital budgets reviewed with the Board of Trustees	Sept 28 to Oct 2, 2020
Final adjustments to 2021 budget	Oct. 2, 2020
2021 Tentative Budget provided to Board of Trustees	Oct. 28, 2020
Board of Trustees reviews 2021 Tentative Budget	Nov. 4, 2020
Budget Review and Comment Period	Nov. 11 to Dec. 11, 2020
Board of Trustees holds public hearing on 2021 Budget	Nov. 11, 2020
Board of Trustees considers approval of the 2021 Final Budget	Dec. 16, 2020
Staff submits Final Budget to State Auditor	Dec. 31, 2020
Staff prepares, prints, and distributes 2021 Budget Document to the Board of Trustees, Operating Departments and interested parties	Dec. 31, 2020



# Organizational Chart



# 2021 Tentative Operating Budget

## 2021 UTA Operating Budget by Mode

	FY 2020 Budget	FY 2021 Budget	Change
Bus	\$108,868,992	\$107,925,104	\$(943,888)
Light Rail	52,208,951	55,404,928	3,195,977
Commuter Rail	30,711,342	28,920,873	1,790,469
Paratransit	24,887,147	24,111,761	(775,386)
Rideshare/Vanpool	3,298,190	3,644,685	346,495
Operations Support	50,353,076	53,454,084	3,101,008
Administration	38,081,502	40,112,853	2,031,351
Planning/Capital Support <sup>1</sup>	6,443,876	6,393,224	(50,652)
Non-Departmental <sup>2</sup>	1,632,924	6,562,491	4,929,567
<b>Total Division</b>	<b>\$316,486,000</b>	<b>\$326,530,000</b>	<b>\$10,044,000</b>

## 2020 and 2021 Proposed Budget by Office

	FY 2020 Budget	FY 2021 Budget	Change
Board	\$2,786,780	\$2,720,074	\$(66,706)
Executive Director	7,911,851	7,890,971	20,880
Operations	249,647,850	252,598,361	2,950,511
Finance	13,289,788	13,863,537	573,749
Service Development	4,310,543	4,439,940	129,397
Planning & Engagement	10,967,764	10,649,039	(318,725)
Enterprise Strategy	17,059,501	19,880,699	2,821,198
People	8,879,000	7,924,891	(954,109)
Non-Departmental <sup>2</sup>	1,632,924	6,562,491	4,929,567
<b>Total Division</b>	<b>\$316,486,000</b>	<b>\$326,530,000</b>	<b>\$10,044,000</b>

The 2021 Operating Budget was designed with the following strategies:

- Primary Goal: Maintain Fiscal Responsibility
- Maintain August 2020 baseline service levels
- Centralize budgets to improve clarity, ownership, and overall understanding of current state
- Repurpose funds between offices and departments to improve budget alignment with annual initiatives and support current and future agency needs.

1. Planning/Capital Support is comprised of Planning, Capital Development & Real Estate

2. Non-Departmental contains funds for emerging needs as the region continues to react to and recover from the pandemic





## 2021 UTA Operating Budget Expenses by Category

	FY2020 Budget	FY 2021 Budget	% Change
Wages	\$157,322,390	\$158,310,407	0.6%
Fringe	73,460,319	75,251,668	2.4%
Services	27,511,998	31,470,240	14.4%
Fuel	20,281,070	15,874,843	(21.7)%
Parts	19,734,825	20,694,821	4.9%
Utilities	11,977,462	12,025,731	0.4%
Other O&M	17,452,984	22,233,919	27.4%
Capitalized Costs	(11,255,047)	(9,331,626)	17.1%
<b>Total Budget</b>	<b>\$316,486,000</b>	<b>\$326,530,000</b>	<b>3.2%</b>

### Key Budget Changes:

- Decrease in fuel due to lower price per gallon and reduced service levels
- Increase in wages and fringe benefits
- Increase in Contract Services for additional cleaning services in Rail and Trax as well as increase maintenance support for UTA's infrastructure
- Increase in Information Technology for critical state of good repair and technology projects
- Increase non departmental by \$6.5 million to fund emerging needs as the region continues to react to and recover from the pandemic



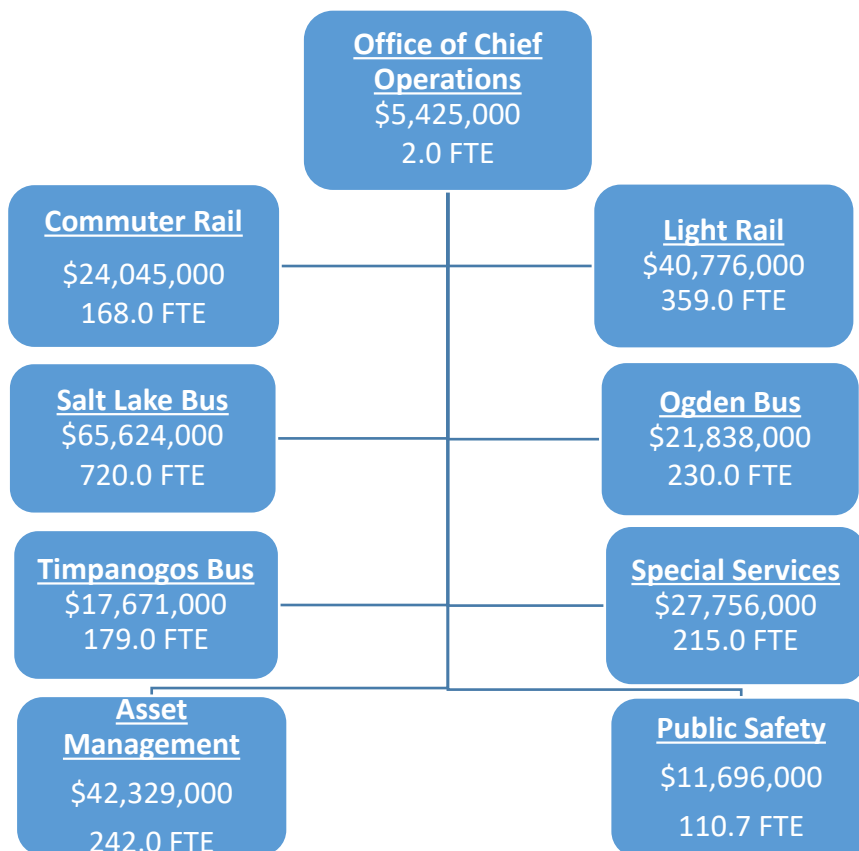
## UTA FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change
Board	14.0	13.5	(0.5)
Executive Director	39.5	37.5	(2.0)
Operations	2,258.7	2,225.7	(33.0)
Finance	109.0	105.1	(3.9)
Service Development	31.0	32.0	1.0
Planning & Engagement	71.5	71.5	0.0
Enterprise Strategy	97.5	104.0	6.5
People	79.7	58.2	(21.5)
<b>Totals</b>	<b>2,700.9</b>	<b>2,647.5</b>	<b>(53.4)</b>



# 2021 Operating Budget by Office, Cost Center, Category & FTE

## Operations



The Operations Office is comprised of six service units spread out across our system as well as our Public Safety Department and Asset Management (Engineering & Support Maintenance).

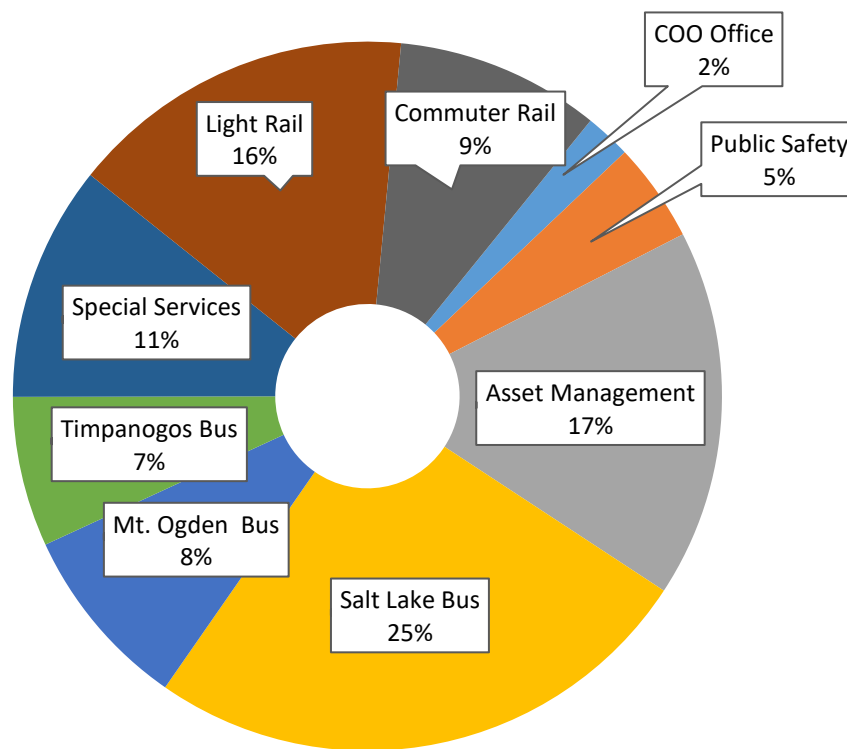
UTA Operations provides the following to make the UTA System work:

- *Service Operations.* Operate buses, light rail, commuter rail, vanpool, and paratransit services across the UTA service area in a safe and efficient manner.
- *Maintenance Services.* Maintain the buses, rail cars and rail right of way to allow the safe and comfortable operation of services to UTA’s customers.
- *Operations Planning.* Operations planners partner with the service planners on designing and operationalizing the service plan in a way that aligns with our focus areas of Service, People and Stewardship.
- *Public Safety.* UTA has an internal police department focused on keeping our community, our riders and our employees safe. Our police also engage in community service and support our local authorities.



## 2021 Proposed Operations Budget

Expenses: \$257.2M



### Key Budget Changes:

- Reduced miles and hours
- Increase non-departmental by \$4.4 million to fund emerging needs
- Increased rail cleaning contract \$334K
- Increased Light Rail Maintenance parts budget \$1.3M
- Operationalized Light Rail overhaul labor cost \$3M
- Increased MOW overtime due to RWIC responsibilities \$170K
- Net Decrease in FTE 33 due to reduced service levels



## 2021 Proposed Operations Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
COO Office	\$11,698,488	\$12,558,068	\$859,580
Asset Management	39,504,307	42,329,442	2,825,134
Salt Lake Bus	65,516,696	65,624,238	107,542
Mt. Ogden Bus	22,404,996	21,838,431	(566,565)
Timpanogos Bus	18,239,979	17,671,215	(568,764)
Special Services	28,185,337	27,756,446	(428,891)
Light Rail	38,092,266	40,775,968	2,683,702
Commuter Rail	26,005,780	24,044,553	(1,961,227)
Non-Departmental	132,446	4,562,491	4,430,045
<b>Totals</b>	<b>\$249,780,296</b>	<b>\$257,160,852</b>	<b>\$7,380,556</b>

### Key Initiatives:

- Partner with Service Planning to identify and enhance essential service routes
- Begin implementation of Rail Maintenance Apprenticeship programs
- Navigate new normal (maintain situational awareness, monitor performance, and adjust as required)
- Provide efficient and effective service in regards to ridership, cost, and reliability and minimizing service interruptions (KPI's)
- Ensure safe and secure system with emphasis on avoidable accidents and police presence (KPI's)
- Finalize Commuter Rail replacement/rehab plan and develop long-term replacement strategy for SD100 and SD160 light rail fleets
- Initiate an Asset Management Committee to ensure alignment between long range plans, state of good repair priorities, and financial forecast



## 2021 Proposed Operations Budget Expenses by Category

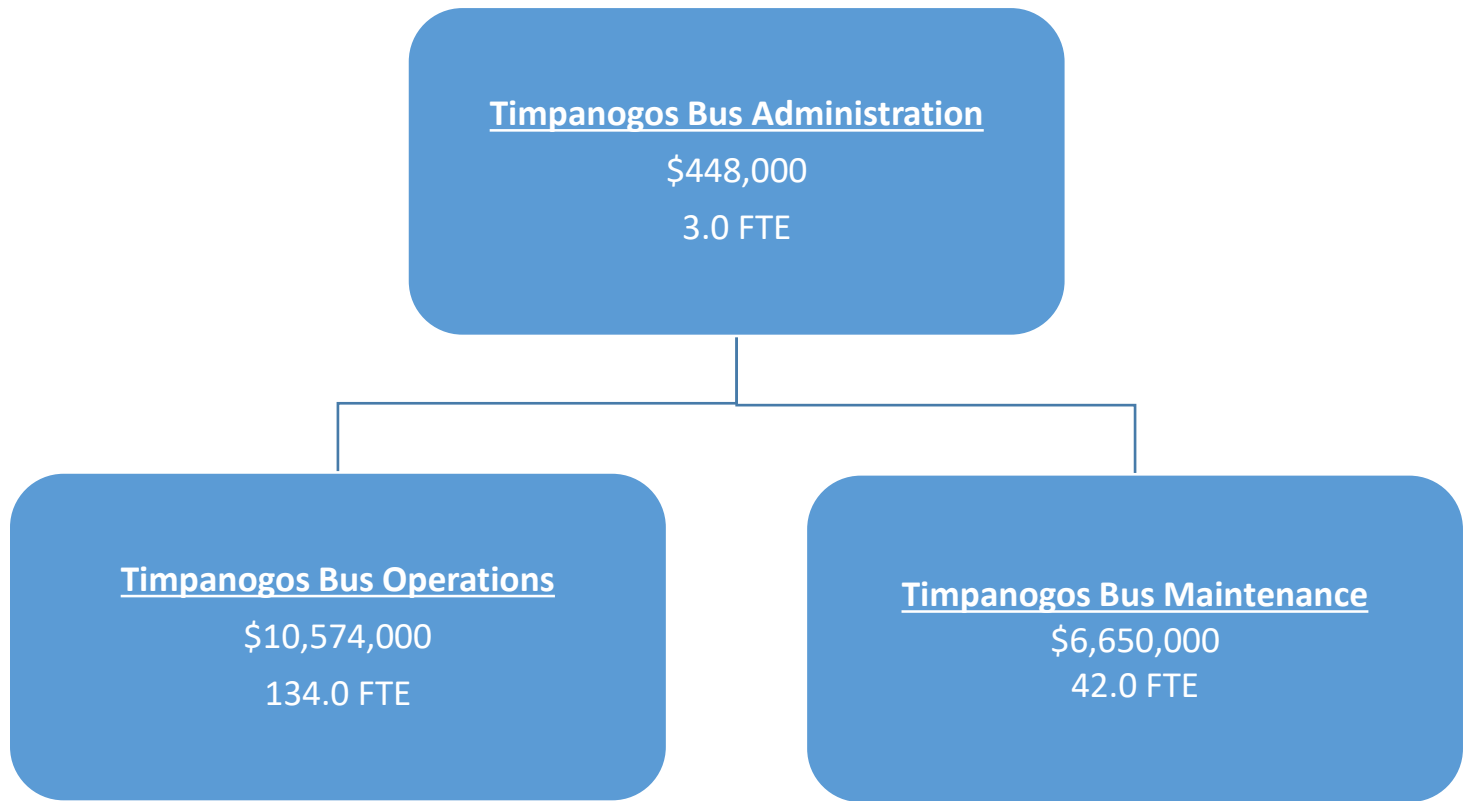
Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$127,105,830	\$127,882,484	0.6%
Fringe	60,775,635	62,516,781	2.9%
Services	12,542,532	14,570,675	16.2%
Fuel	20,214,325	15,813,103	(21.8)%
Parts	19,472,143	20,442,354	5.0%
Utilities	11,172,180	11,162,053	(0.1)%
Non-Departmental	145,446	4,562,491	3,036.9%
Capitalized Costs	(10,496,754)	(8,427,602)	19.7%
Other O&M	8,848,958	8,638,513	(2.4)%
<b>Totals</b>	<b>\$249,780,296</b>	<b>\$257,160,852</b>	<b>3.0%</b>

## Operations FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
COO Office	2.0	2.0	0.0	
Public Safety	109.7	110.7	1.0	
Asset Management	234.0	242.0	8.0	
Salt Lake Bus	727.5	720.0	(7.5)	
Mt. Ogden Bus	235.0	230.0	(5.0)	
Timpanogos Bus	183.0	179.0	(4.0)	
Special Services	219.0	215.0	(4.0)	
Light Rail	365.0	359.0	(6.0)	
Commuter Rail	183.5	168.0	(15.5)	
<b>Totals</b>	<b>2,258.7</b>	<b>2,225.7</b>	<b>(33.0)</b>	



# Timpanogos Service Unit



## 2021 Proposed Timpanogos Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Timp Administration	\$439,560	\$447,693	\$8,133
Timp Operations	10,762,272	10,573,829	(188,443)
Timp Maintenance	7,038,147	6,649,693	(388,454)
<b>Totals</b>	<b>\$18,239,979</b>	<b>\$17,671,215</b>	<b>\$(568,764)</b>

## 2021 Proposed Timpanogos Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$9,791,460	\$9,799,692	0.1%
Fringe	4,866,576	4,817,377	(1.0)%
Services	107,370	131,495	22.5%
Fuel	2,189,260	1,738,621	(20.6)%
Parts	700,719	651,495	(7.0)%
Utilities	190,261	158,202	(16.9)%
Other O&M	394,333	374,333	(5.1)%
<b>Totals</b>	<b>\$18,239,979</b>	<b>\$17,671,215</b>	<b>(3.1)%</b>





## Timpanogos FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Timp Administration	3.0	3.0	0.0	
Timp Operations	140.0	134.0	(6.0)	
Timp Maintenance	40.0	42.0	2.0	
Totals	183.0	179.0	(4.0)	Reduced service

### Key Budget Changes:

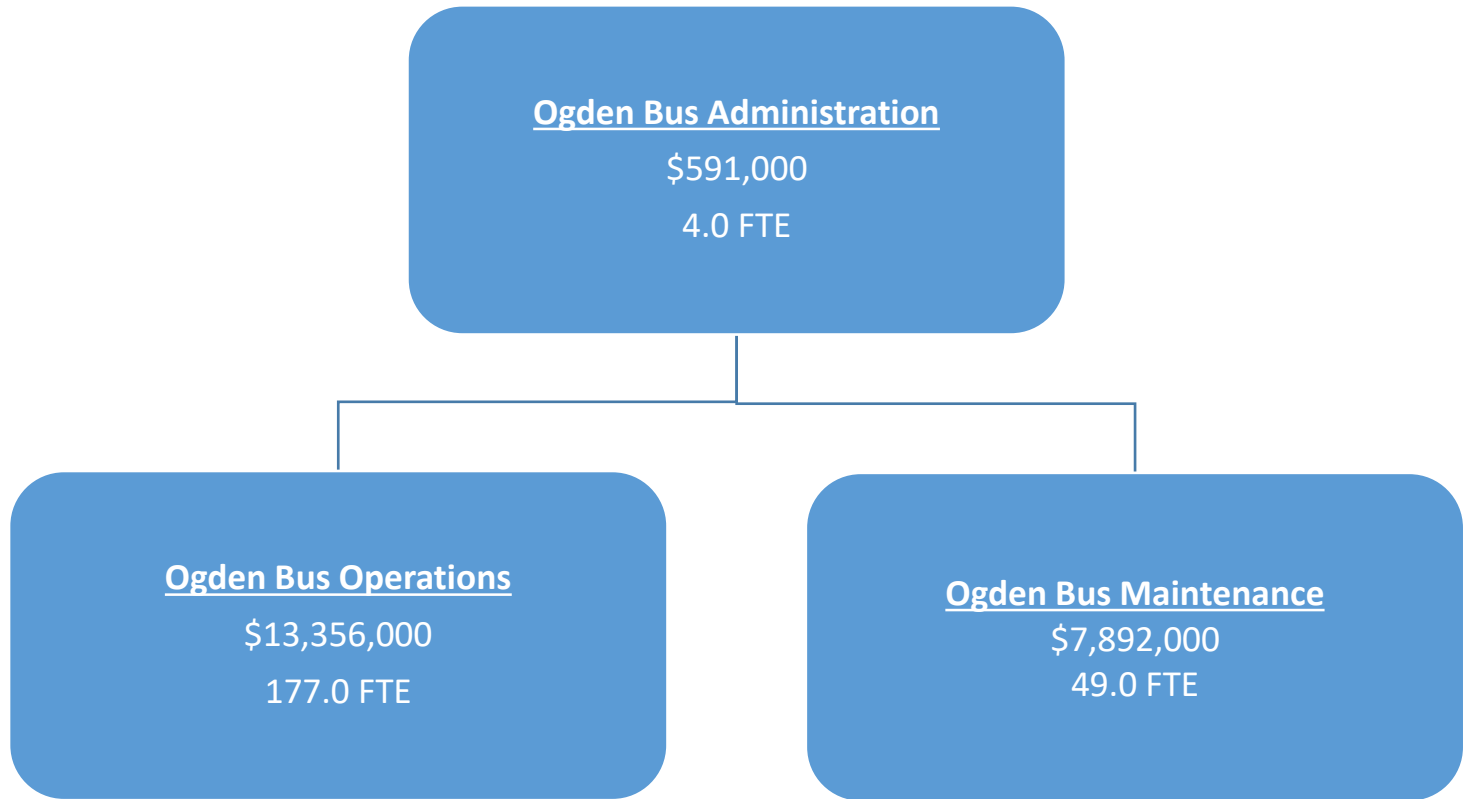
- Reduced Miles & Hours
  - 199K fewer miles
  - 19.5K fewer hours
- Net Decrease in 4 FTE

### Key Initiatives:

- Central corridor Transit Project/Environmental Study
  - Bus Rapid Transit - Lehi to Provo
- Increased employee involvement and training
- Partner with CSDO on service recovery plans, future studies and implementation
  - Point of the Mountain/Central Corridor Coordination
  - South Utah County Transit Study
  - Saratoga Springs/Eagle Mountain Study



# Ogden Service Unit



## 2021 Proposed Mt. Ogden Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Ogden Administration	\$487,002	\$590,920	\$103,918
Ogden Operations	13,532,596	13,355,563	(177,033)
Ogden Maintenance	8,385,398	7,891,948	(493,450)
<b>Totals</b>	<b>\$22,404,996</b>	<b>\$21,838,431</b>	<b>\$(566,565)</b>

## 2021 Proposed Mt. Ogden Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$12,299,788	\$12,201,833	(0.8)%
Fringe	5,855,352	6,115,681	4.4%
Services	186,000	212,050	14.0%
Fuel	2,624,713	2,029,256	(22.7)%
Parts	749,325	652,875	(12.9)%
Utilities	14,000	12,700	(9.3)%
Other O&M	675,818	614,036	(8.9)%
<b>Totals</b>	<b>\$22,404,996</b>	<b>\$21,838,431</b>	<b>(2.5)%</b>



## Mt. Ogden FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Ogden Administration	3.0	4.0	1.0	
Ogden Operations	185.0	177.0	(8.0)	
Ogden Maintenance	47.0	49.0	2.0	
Totals	235.0	230.0	(5.0)	Reduced Service

### Key Budget Changes:

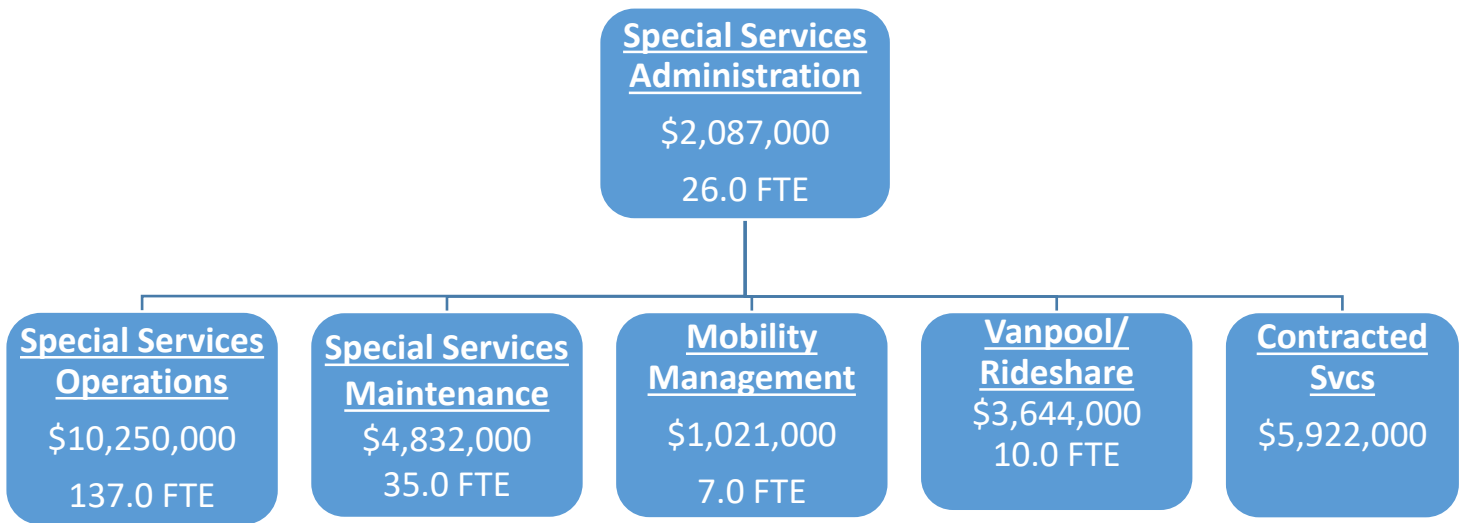
- Reduced Miles & Hours
  - 756K fewer miles
  - 25 K fewer hours
- Net Decrease in 5 FTE

### Key Initiatives:

- Continue Covid-19 recovery efforts
- Prepare for Ogden/WSU BRT opening
- Partner with Service Planning on service recovery plan and implementation
- Meet all COO KPI's providing efficient, safe, and reliable service
- Renew focus on customer service and employee engagement to help restore customer confidence



# Special Services Service Unit



## 2021 Proposed Special Services Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Special Svcs Administration	\$2,034,964	\$2,087,229	\$52,265
Special Svcs Operations	10,728,252	10,250,052	(478,200)
Special Svcs Maintenance	5,199,707	4,832,223	(367,484)
Vanpool/Rideshare	3,298,190	3,644,685	346,495
Mobility Management	1,276,863	1,020,616	(256,247)
Contracted Services	5,647,361	5,921,641	274,280
<b>Totals</b>	<b>\$28,185,337</b>	<b>\$27,756,446</b>	<b>\$(428,891)</b>

## 2021 Proposed Special Services Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$11,486,900	\$11,292,000	(1.7)%
Fringe	5,790,708	5,714,587	(1.3)%
Services	6,684,703	6,526,537	(2.4)%
Fuel	2,209,988	2,228,769	0.8%
Parts	357,697	325,504	(9.0)%
Supplies	129,447	114,976	(11.2)%
Other O&M	1,525,894	1,554,073	1.8%
<b>Totals</b>	<b>\$28,185,337</b>	<b>\$27,756,446</b>	<b>(1.5)%</b>



## Special Services FTE Summary

### 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Special Services Administration	26.0	26.0	0.0	
Special Services Operations	142.0	137.0	(5.0)	
Special Services Maintenance	34.0	35.0	1.0	
Vanpool/Rideshare	10.0	10.0	0.0	
Mobility Management	7.0	7.0	0.0	
<b>Totals</b>	<b>219.0</b>	<b>215.0</b>	<b>(4.0)</b>	<b>Reduced Service</b>

#### Key Budget Changes:

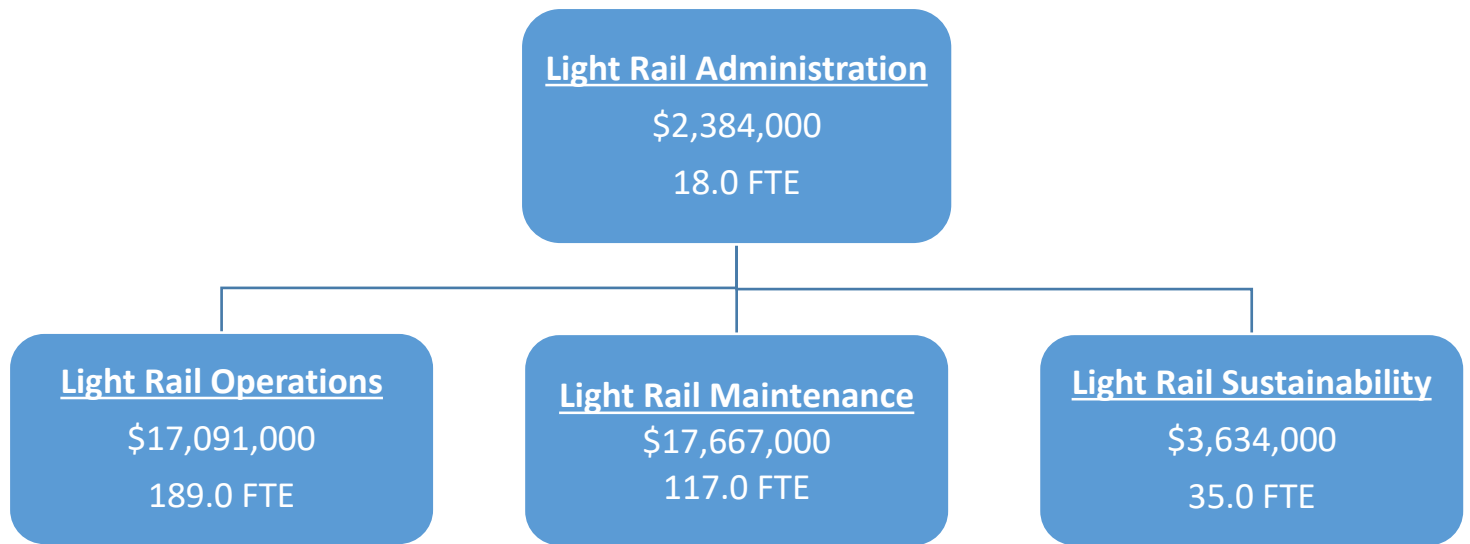
- Reduced Miles & Hours
  - 536K fewer miles
  - 21.5K fewer hours
- Net Decrease in 3 FTE
- Increase Vanpool insurance \$183K
- Increase Paratransit contract services \$575K

#### Key Initiatives:

- Explore Vanpool insurance alternatives
- Implement comprehensive transportation plan for people with disabilities and seniors
- Perform cost analysis and determine feasibility of insourcing Paratransit operations in the Northern/Southern service areas
- Purchase and implement Trapeze Mobility Management Software



# Light Rail Service Unit





## 2021 Proposed Light Rail Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Light Rail Administration	\$2,668,795	\$2,384,438	\$(284,357)
Light Rail Operations	17,440,820	17,090,669	(350,151)
Light Rail Maintenance	17,272,992	17,666,812	393,820
Light Rail Sustainability	709,659	3,634,049	2,924,390
<b>Totals</b>	<b>\$38,092,266</b>	<b>\$40,775,968</b>	<b>\$2,683,702</b>

## 2021 Proposed Light Rail Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$23,426,894	\$22,740,839	(2.9)%
Fringe	10,731,372	10,856,491	1.2%
Services	1,294,855	1,377,972	6.4%
Fuel	117,064	66,910	(42.8)%
Parts	9,851,253	11,209,830	13.8%
Supplies	917,872	763,635	(16.8)%
Capitalized Costs	(8,849,145)	(6,773,450)	23.5%
Other O&M	602,101	533,741	(11.4)%
<b>Totals</b>	<b>\$38,092,266</b>	<b>\$40,775,968</b>	<b>7.0%</b>



## Light Rail FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Light Rail Administrative	20.0	18.0	(2.0)	
Light Rail Operations	193.0	189.0	(4.0)	
Light Rail Maintenance	117.0	117.0	0.0	
Rail Sustainability	35.0	35.0	0.0	
<b>Totals</b>	<b>365.0</b>	<b>359.0</b>	<b>(6.0)</b>	<b>Reduced Service</b>

### Key Budget Changes:

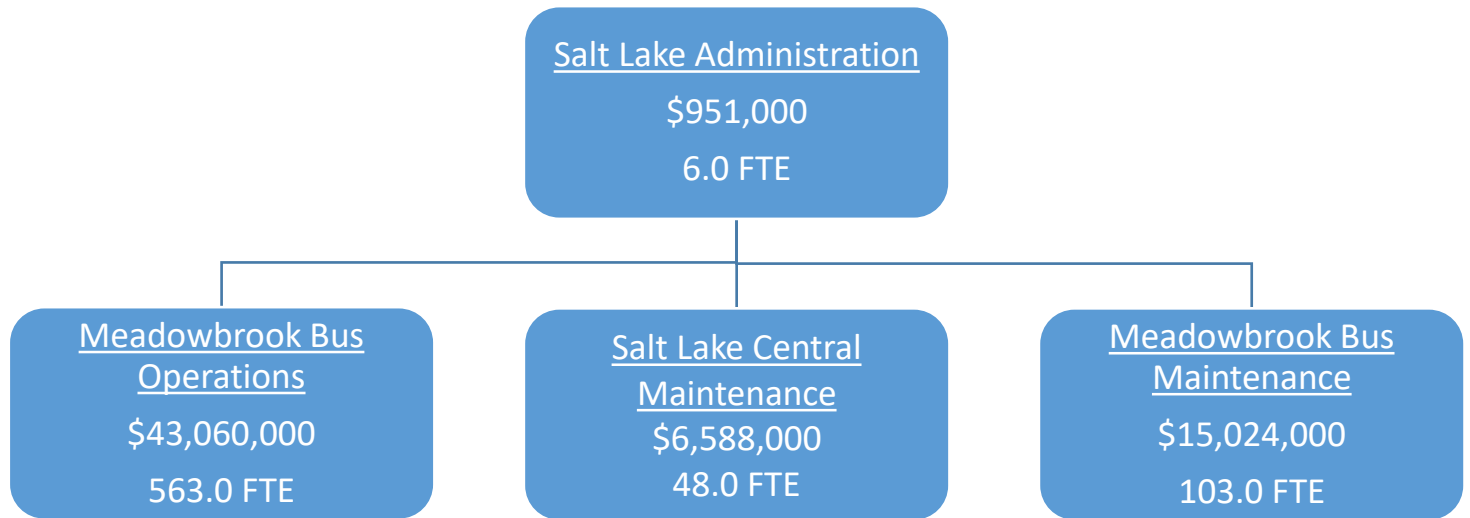
- Reduced Hours
  - 44K fewer hours
- Net Decrease in 6 FTE
- Operationalized overhaul labor budget—transferred funding from capital \$3M
- Increased services contract budget for enhanced cleaning \$200K
- Increased Maintenance parts budget \$1.3M

### Key Initiatives:

- Support airport start up
- Complete Light Rail seat replacement project
- Begin implementation of Light Rail Maintenance Apprenticeship Program
- Initiate campaign to improve 200 S & 400 W Curves
- GPS activated noise (wheel squeal) mitigation system- Future plans for system-wide sensor design
- Continue Light Rail overhaul program
- Conduct campaigns to minimize weather-related delays
- Investigate use of HVAC UV lights and pursue funding source



# Salt Lake Service Unit



## 2021 Proposed Salt Lake Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Salt Lake Administration	\$1,071,699	\$950,796	\$(120,903)
Salt Lake Operations	41,831,952	43,060,256	1,228,304
Salt Lake Maintenance	22,613,045	21,613,186	(999,859)
<b>Totals</b>	<b>\$65,516,696</b>	<b>\$65,624,238</b>	<b>\$107,542</b>

## 2021 Proposed Salt Lake Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$36,869,224	\$37,454,487	1.6%
Fringe	18,116,528	19,157,588	5.7%
Services	366,387	521,288	42.3%
Fuel	5,985,192	4,732,408	(20.9)%
Parts	2,367,080	2,066,882	(12.7)%
Supplies	513,364	472,626	(7.9)%
Other O&M	1,298,921	1,218,959	(6.2)%
<b>Totals</b>	<b>\$65,516,696</b>	<b>\$65,624,238</b>	<b>0.2%</b>



## Salt Lake FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Salt Lake Administration	7.0	6.0	(1.0)	
Salt Lake Operations	577.0	563.0	(14.0)	
Salt Lake Maintenance	143.5	151.0	7.5	
Totals	727.5	720.0	(7.5)	Reduced Service

### Key Budget Changes:

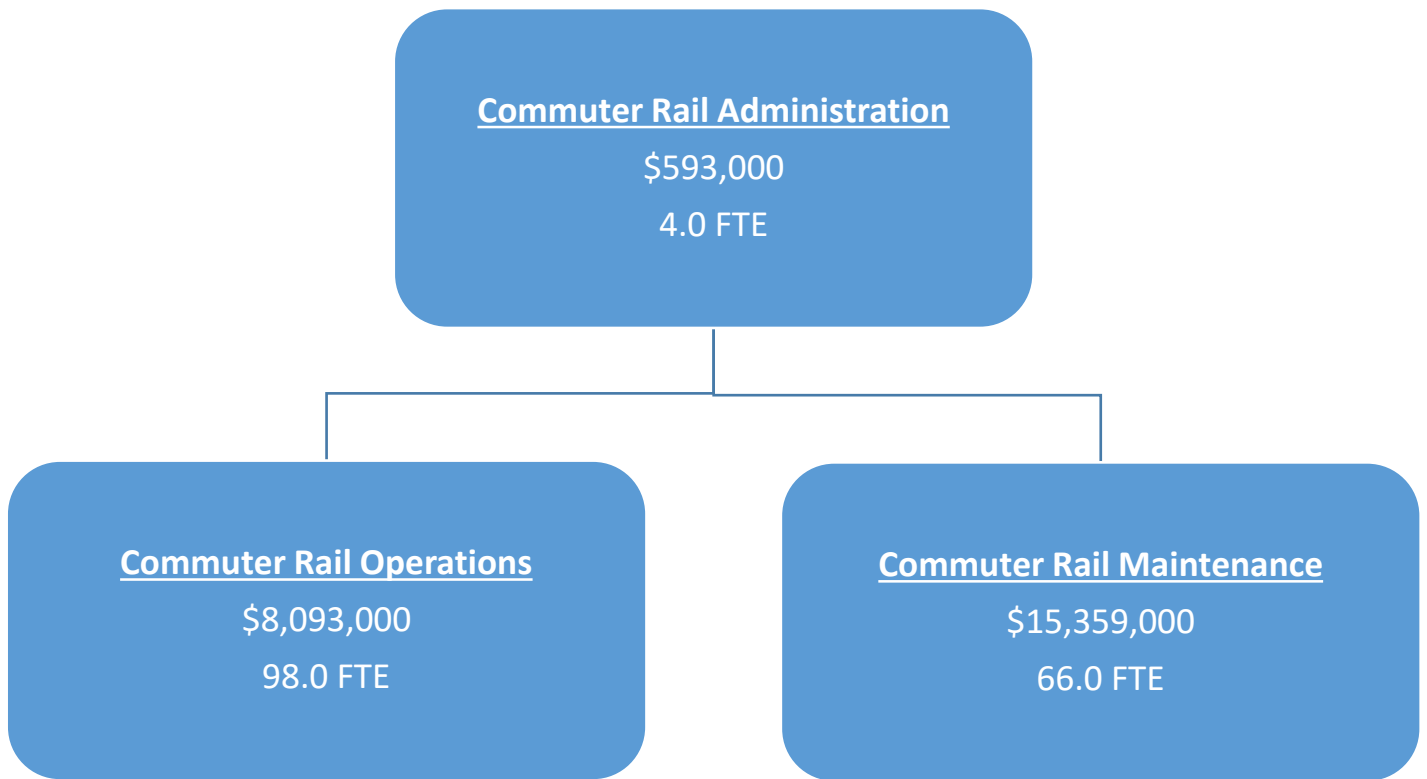
- Reduced Miles and Hours
  - 756K fewer miles
  - 25K fewer hours
- Net Decrease in 7.5FTE
- Increase Contract Services \$115K for Camera System

### Key Initiatives:

- Continue Covid-19 Recovery
- Implement Supervisor development/training – succession planning
- Partner with Service Planning on service recovery plan and implementation
- Complete Meadowbrook Maintenance Bldg (three bay expansion)
- Electric buses
- Continue to fine tune electric bus processes in preparation for additional buses
- Airport TRAX bus bridge



# Commuter Rail Service Unit



## 2021 Proposed Commuter Rail Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Com. Rail Administration	\$633,252	\$592,870	\$(40,382)
Com. Rail Operations	8,486,175	8,092,897	(393,278)
Com. Rail Maintenance	16,886,353	15,358,786	(1,527,567)
<b>Totals</b>	<b>\$26,005,780</b>	<b>\$24,044,553</b>	<b>\$(1,961,227)</b>

## 2021 Proposed Commuter Rail Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$10,527,301	\$10,164,208	(3.4)%
Fringe	4,554,576	4,632,927	1.7%
Services	619,039	755,679	22.1%
Fuel	6,583,013	4,533,989	(31.1)%
Parts	3,702,080	3,670,264	(0.9)%
Supplies	465,217	480,203	3.2%
Capitalized Costs	(635,609)	(444,152)	30.1%
Other O&M	190,163	251,435	32.2%
<b>Totals</b>	<b>\$26,005,780</b>	<b>\$24,044,553</b>	<b>(7.5)%</b>



## Commuter Rail FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Com. Rail Administrative	5.0	4.0	(1.0)	
Com. Rail Operations	113.5	98.0	(15.5)	
Com. Rail Maintenance	65.0	66.0	1.0	
Totals	183.5	168.0	(15.5)	Reduced Service

### Key Budget Changes:

- Reduced Miles and Hours
  - 317K fewer miles
  - 10K fewer hours
- Net Decrease in 15 FTE
- Increase Contract Services \$134K for enhanced cleaning

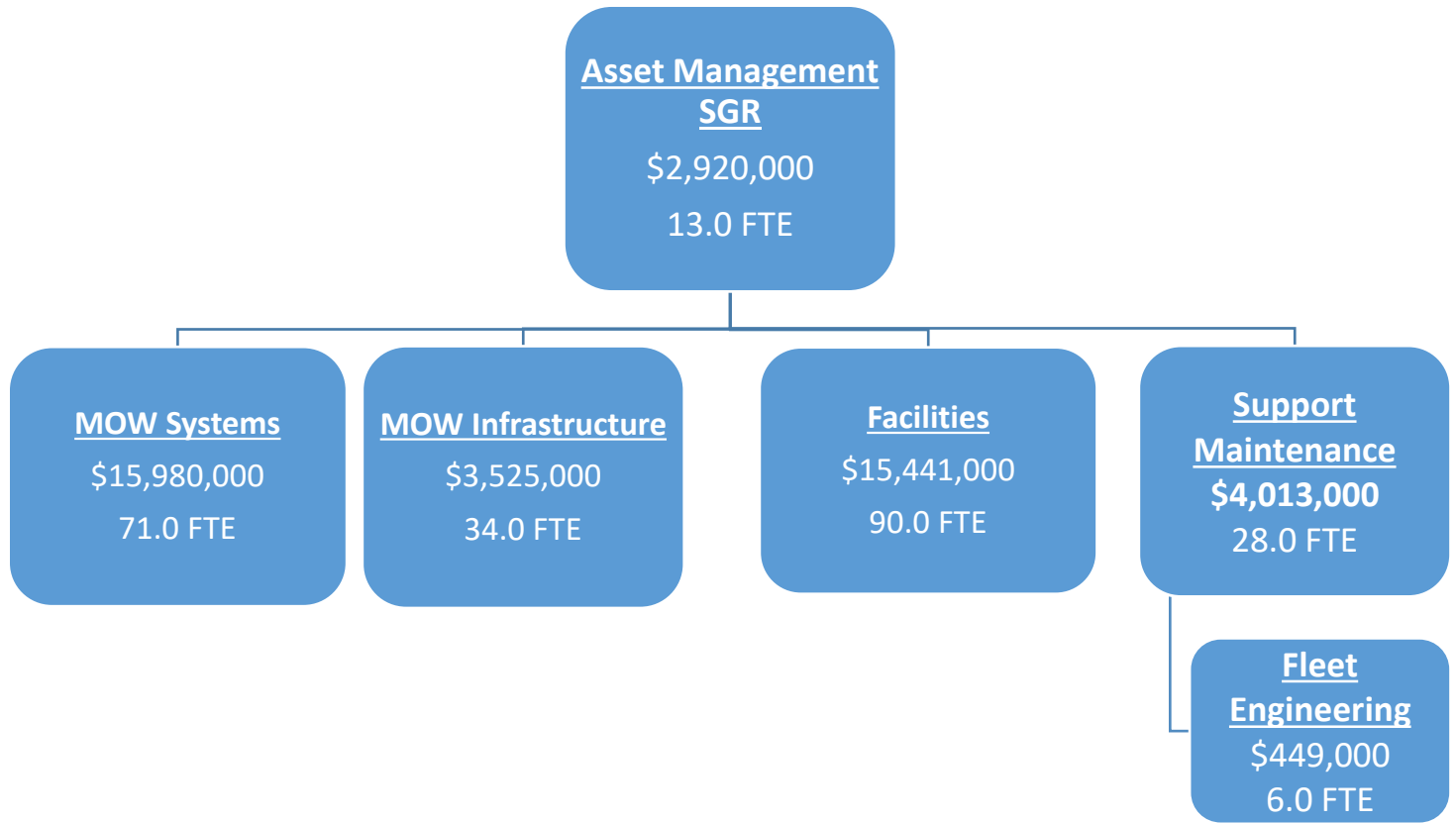
### Key Initiatives:

- Continue locomotive overhaul
- Complete four locomotives annually
- Establish long-term car replacement/overhaul program plan
- Begin implementation of CR Maintenance Apprenticeship Program
- Vineyard Station Implementation
- Implementing use of HVAC UV lights
- Support Future of FrontRunner Objectives





# Asset Management Service Unit



## 2021 Proposed Asset Management Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Support Maintenance	\$3,890,934	\$4,013,619	\$122,685
Fleet Engineering	437,290	448,565	11,275
Asset Management- SGR	1,125,924	2,920,552	1,794,628
Facilities	15,227,913	15,441,426	213,513
MOW - Systems	15,538,974	15,979,880	440,905
MOW - Infrastructure	3,283,272	3,525,400	242,128
<b>Totals</b>	<b>\$39,504,307</b>	<b>\$42,329,442</b>	<b>\$2,825,134</b>

## 2021 Proposed Asset Management Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$15,495,343	\$16,639,133	7.4%
Fringe	7,247,239	7,613,599	5.1%
Services	3,058,850	4,815,534	57.4%
Parts	1,876,200	2,002,692	6.7%
Supplies	1,303,490	733,250	(43.7)%
Utilities	10,827,830	10,773,069	(0.5)%
Capitalized Costs	(1,012,000)	(1,210,000)	19.6%
Other O&M	707,355	962,165	36.0%
<b>Totals</b>	<b>\$39,504,307</b>	<b>\$42,329,442</b>	<b>7.2%</b>



## Asset Management FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Support Maintenance	27.00	28.00	1.0	
Fleet Engineering	6.00	6.00	0.0	
Asset Mgt SGR	8.00	13.00	5.0	Support SGR/Maintenance
Facilities	89.00	90.00	1.0	Bus Stop Support
MOW Systems	71.00	71.00	1.0	Vineyard
MOW Infrastructure	33.00	34.00	1.0	
<b>Totals</b>	<b>234.00</b>	<b>242.00</b>	<b>8.0</b>	<b>SGR/Maintenance</b>

### Key Budget Changes:

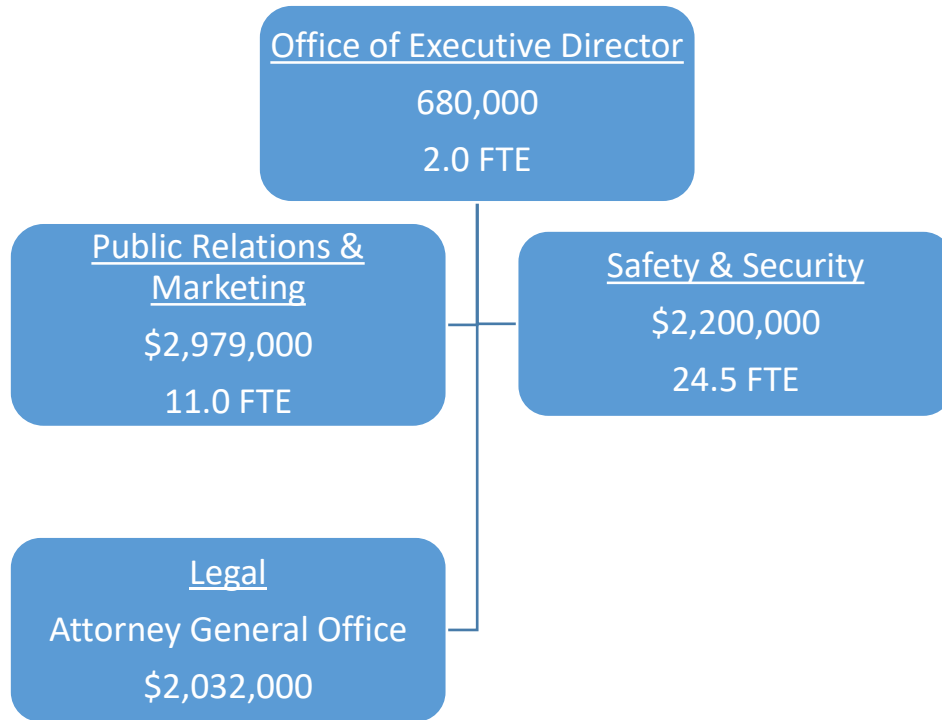
- Increased MOW parts \$100K for increased maintenance on FrontRunner and Trax
- Increased 6 FTE
- Increased contract services \$1.5M for additional maintenance and state of good repair support
- Moved systems engineering team from MOW to SGR to consolidate SGR project management team. Neutral impact

### Key Initiatives:

- Develop SGR metrics to track budget needs, backlog, and completed projects
- Begin implementation of MOW apprenticeship training program
- Implement electronic tracking of facilities and MOW inspections, preventative maintenance activities, and repair activities
- Develop long-term replacement strategy for SD100 and SD160 light rail fleets
- Develop plan to right size MOW, Facilities, and Body Shop to keep up with expanded needs
- Update TAM plan and TAM policies within UTA for a coordinated asset management approach



# Executive Director



The Executive Director focuses internally on running the day to day organization. The Executive Director sets the annual strategies, initiatives and goals for the Agency and partners with each Executive Office to fulfill UTA's mission.

UTA Executive Office provides the following to make the UTA System work:

- Executive Director. Provides leadership and daily management to UTA's workforce.
- In addition to the six chief offices, the Executive Director also oversees the following departments:
  - *Safety & Security.* Focused on UTA wide safety and security practices and regulations are met.
  - *Legal.* Works directly with our inhouse representation from the Attorney General's Office.
  - *Public Relations and Marketing.* Coordinates, directs and implements public relations and marketing of our products and services as well as internal communications.



## 2021 Executive Director Operating Budget Expenses by Division

	FY 2020 Budget	FY 2021 Budget	Change
Executive Director	\$930,234	\$680,432	\$(249,802)
Legal	2,004,880	2,031,752	26,872
Public Relations & Mktg	2,877,952	2,978,779	100,827
Safety & Security	2,098,785	2,200,008	101,223
<b>Total Division</b>	<b>\$7,911,851</b>	<b>\$7,890,971</b>	<b>\$(20,880)</b>

## 2021 Executive Director Operating Budget Expenses by Category

	FY 2020 Budget	FY 2021 Budget	% Change
Wages	\$2,516,016	\$2,599,152	3.3%
Fringe	956,820	994,857	4.0%
Services	3,094,080	3,351,700	8.3%
Media	605,000	605,000	0.0%
Other O&M	739,935	340,262	(54.0)%
<b>Total Group</b>	<b>\$7,911,851</b>	<b>\$7,890,971</b>	<b>(0.3)%</b>

Also, under the purview of the Executive Director is the non-departmental cost center which has \$2 million proposed in this budget to fund emerging needs as the region continues to react to and recover from the pandemic.

	FY 2020 Budget	FY 2021 Budget	Change
Non-Departmental	1,500,478	2,000,000	33.3%



## Executive Director FTE Summary: 2020 Budget and 2021 Proposed Budget

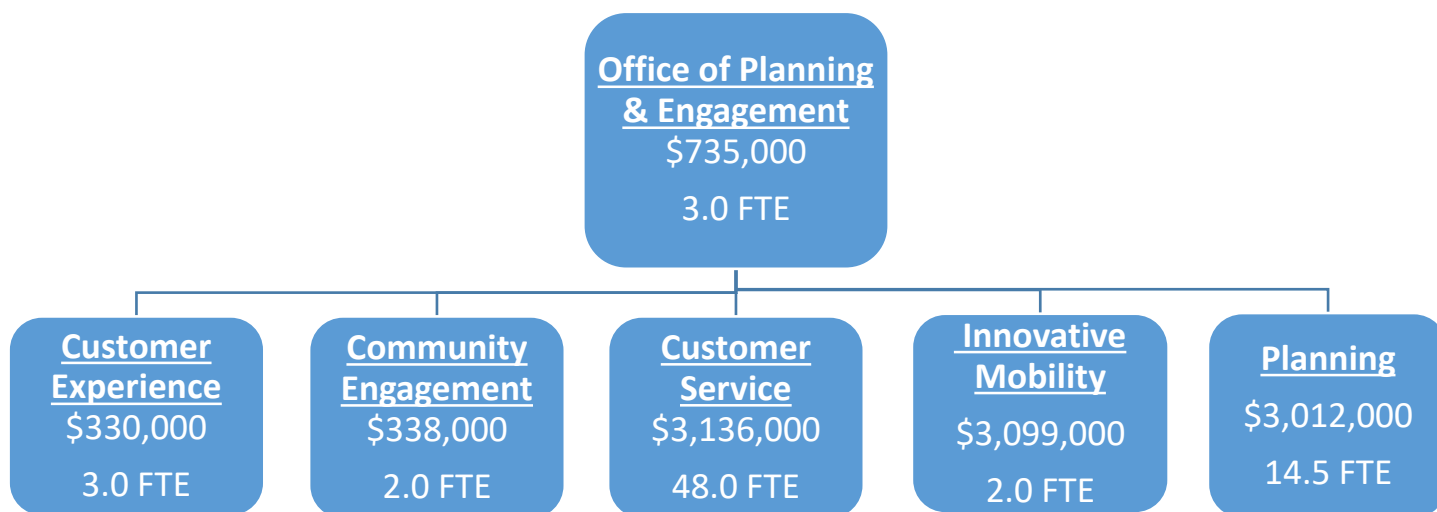
	2020 Budget	2021 Proposed	Change	Reason
Executive Director	2.0	2.0	0.0	
Legal	0.0	0.0	0.0	
Public Relations & Mktg	11.0	11.0	0.0	
Safety & Security	25.5	24.5	(1.0)	Transfer
Totals	38.5	37.5	(1.0)	

### Key Budget Changes:

- Transfer Motivosity for Employee Recognition to Total Rewards (\$390K)
- Increase non-departmental due to COVID-19 uncertainties \$499,522
- Reduce APTA one-time 2020 expense by (\$20K) for hosting



## Planning & Engagement



This Office supports UTA's planning and community engagement efforts focused on customer service, customer experience and providing innovative mobility solutions.

UTA Planning & Engagement provides the following to make the UTA System work:

- *Planning.* The Planning Department's role is to ensure that UTA is prepared to meet the needs of the future. This includes working with local governments, regional and state agencies to anticipate future growth and development and find the right transit solutions to meet those needs.
- *Customer Service.* The Customer Service teams provide information about UTA services, receive and process customer feedback, sell UTA fare media and handle the lost and found items found on public transit. We are responsible to ensure that customers can maneuver throughout the service areas with confidence in our service districts and service types.
- *Community Engagement.* This team serves as a trusted resource and a catalyst for effective partnerships with our riders, key stakeholders, and community. Act as a facilitator/access point for public hearings and community events/activities.
- *Customer Experience.* Evaluates our system focused on the impact ease of the customer journey. Partners with our service units to ensure consistency across our service area, optimizing our customer experience.
- *Innovative Mobility.* Dedicated to help shape the evolving transportation landscape for the riders and communities we serve by identifying opportunities and testing new ideas that can improve our transit service.



## 2021 Proposed Planning & Engagement Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief Planning & Engagement	\$718,726	\$735,064	\$16,338
Service Planning	1,068,512	1,058,247	(10,265)
Planning	2,133,333	1,953,284	(180,049)
Community Engagement	255,120	337,773	82,653
Customer Experience	576,260	330,253	(246,007)
Customer Service	3,132,784	3,135,566	2,782
Innovative Mobility	3,083,029	3,098,852	15,823
<b>Totals</b>	<b>\$10,967,764</b>	<b>\$10,649,039</b>	<b>\$(318,725)</b>

## 2021 Proposed Planning & Engagement Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$3,920,176	\$4,007,008	2.2%
Fringe	1,834,752	1,783,533	(2.8)%
Services	4,587,938	4,279,548	(6.7)%
Supplies	319,646	224,840	(29.7)%
Other O&M	305,252	354,110	16.0%
<b>Totals</b>	<b>\$10,967,764</b>	<b>\$10,649,039</b>	<b>(2.9)%</b>





## Planning & Engagement FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Planning & Engagement	3.0	3.0	0.0	
Service Planning	8.5	8.5	0.0	
Planning	6.0	6.0	0.0	
Community Engagement	2.0	2.0	0.0	
Customer Experience	3.0	3.0	0.0	
Customer Service	48.0	48.0	0.0	
Innovative Mobility	2.0	2.0	0.0	
<b>Totals</b>	<b>71.5</b>	<b>71.5</b>	<b>0.0</b>	

### Key Budget Changes:

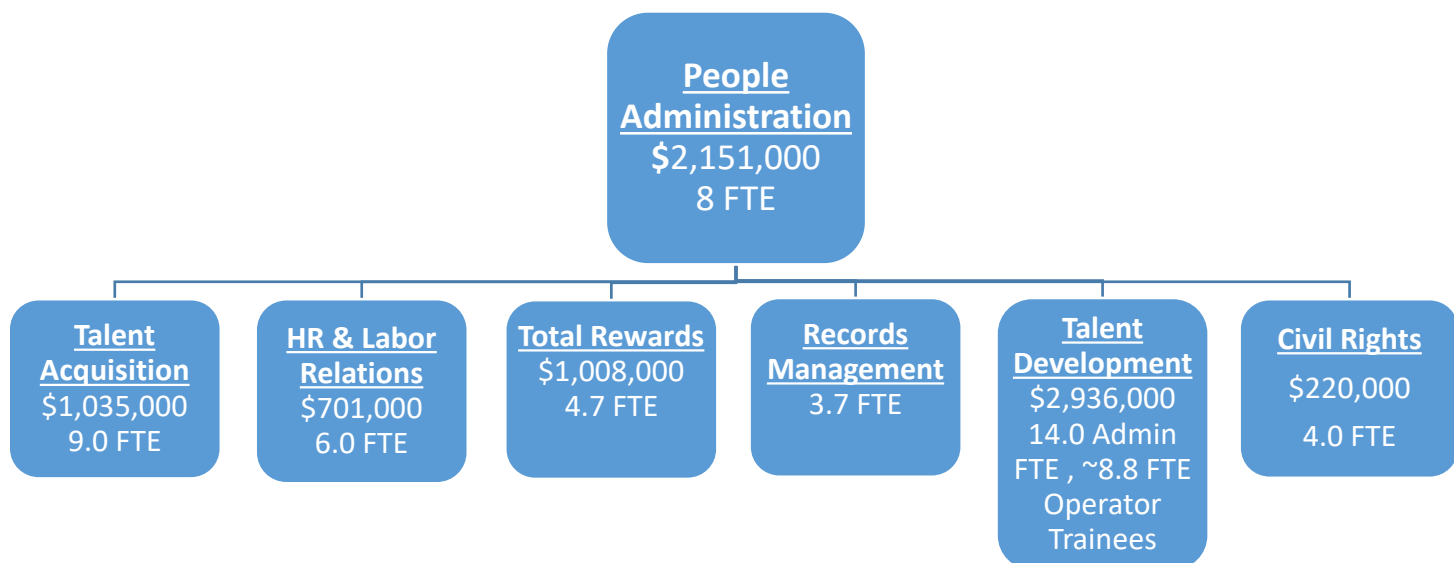
- FTE's remain unchanged
- Overall budget remained neutral
- Majority of line items reduced
- Added funds to the Dues and Memberships line item to enhance participation in chambers and community organizations: +\$25K

### Key Initiatives:

- Complete RFP for on-demand services and innovative technology that can be used for key service integration
- Prepare a regional transit market analysis for the Point of the Mountain/Central Corridor project area
- Build strong community outreach programs with professional groups such as chambers, community agencies and private organizations that strengthen UTA's relationships in the community
- Continue to strengthen relationships and implement programs that help build access to opportunities for low income, transit-dependent and underserved communities



## People



The People Office is focused on providing service to our employees through the entire employee life cycle from recruitment to retirement and ensures UTA's employees and leaders have what they need to succeed at accomplishing the Agencies objectives and goals.

UTA People office provides the following to make the UTA System work:

- *HR & Labor Relations:* From daily HR transactions to long-term talent goals, we collaborate with employees and leaders to fulfil the people portion of UTA's business strategies, using deliberate talent management and deployment.
- *Total Rewards:* Manages and administers employee programs such as health & wellness, retirement, and time off.
- *Talent Acquisition:* In partnership with hiring officials, the team analyzes current & future staffing needs and identifies effective strategies for sourcing, recruiting, and onboarding.
- *Talent Development:* An internal resource to UTA providing technical, professional, regulatory/compliance training and leadership development that support the UTA Way.
- *Records Management:* Oversees UTA's records and ensures the Agency is meeting its retention policies.
- *Compensation/Analytics:* Embedded within the People Office are also our Compensation Analyst and Strategic Analyst who focus on use data, best practices and benchmarking to ensure we have competitive and fair pay practices as well as use data for continuously improving our work and impact across the Agency.
- *Civil Rights:* Ensure UTA remains in compliance with all relevant civil rights laws, regulations, standards, and Executive Orders which prohibit discrimination or harassment of employees, applicants, or customers. This office also oversees our ADA & DBE teams.



## 2021 Proposed People Office Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief People Officer	2,231,300	2,151,696	(79,604)
Talent Acquisition	1,020,702	1,034,769	14,067
Culture & Talent Development	3,368,384	2,445,506	(922,878)
HR Services & Labor Relations	746,005	701,305	(44,700)
Civil Rights	804,079	583,776	(220,303)
Total Rewards	708,530	1,007,839	299,309
<b>Totals</b>	<b>\$8,879,000</b>	<b>\$7,924,891</b>	<b>\$(954,109)</b>

## 2021 Proposed People Office Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$5,050,872	\$4,145,461	(17.9)%
Fringe	1,994,736	1,777,771	(10.9)%
Services	797,603	748,733	(6.1)%
Other O&M	1,035,789	1,252,926	21.0%
<b>Totals</b>	<b>\$8,879,000</b>	<b>\$7,924,891</b>	<b>(10.7)%</b>



## People FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Chief People Officer	11.0	11.7	0.7	Transfer Comp Analyst
Talent Acquisition	9.0	9.0	0.0	
Culture & Talent Development	43.0	22.8	(20.2)	225 to 75 HC trainees
HR & LR	6.0	6.0	0.0	
Civil Rights	5.0	4.0	(1.0)	
Total Rewards	5.7	4.7	(1.0)	
<b>Totals</b>	<b>79.7</b>	<b>58.2</b>	<b>(21.5)</b>	

### Key Budget Changes:

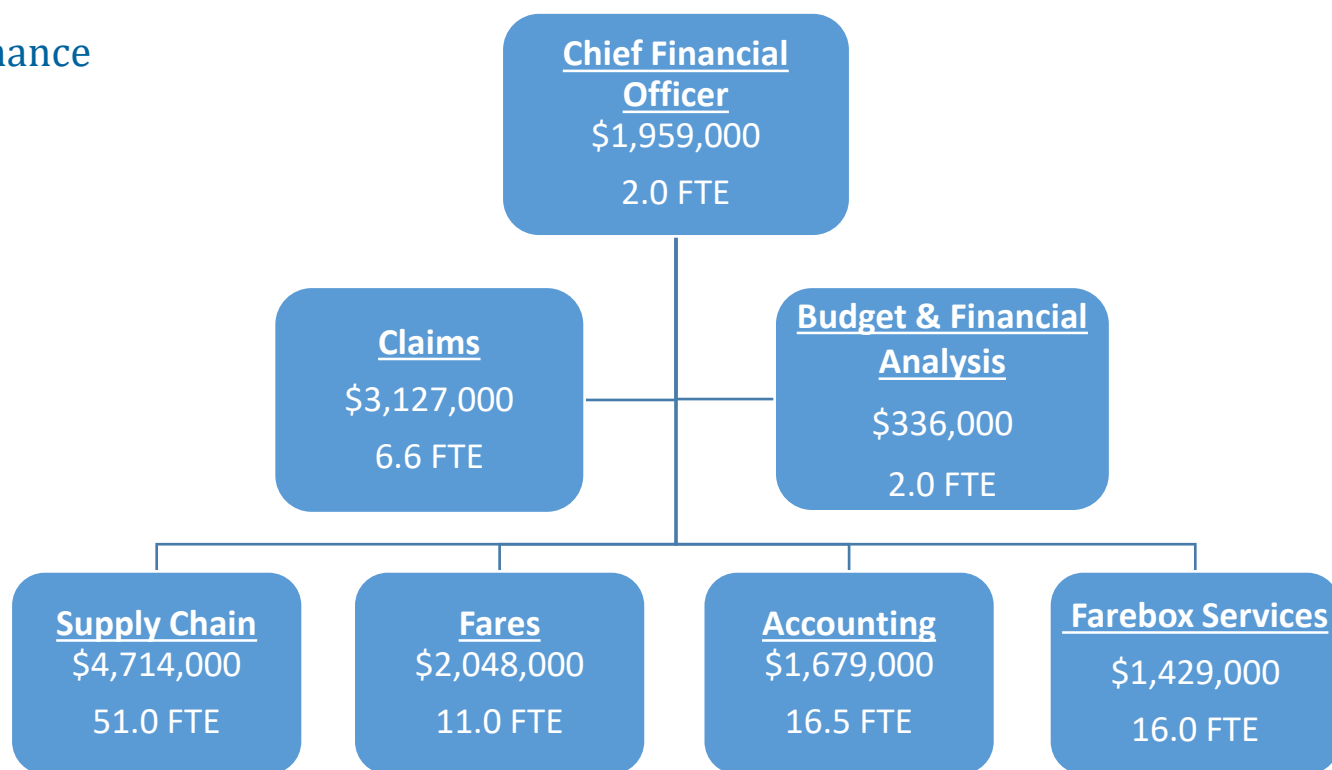
- Reduced \$400K from CPO centralized budget for vacation accrual to decentralized fringe budget throughout the organization
- Repurposed \$250K bus operator trainee wages to Rail Maintenance Apprenticeship Program
- Moved funding for Motivosity from Executive Director budget to Total Rewards - \$300K

### Key Initiatives:

- Develop phase 2 of UTA's succession plan and implement training & development opportunities associated with phase 1
- Partner with Rail Maintenance groups to complete design of apprenticeship programs and implement first year modules
- Rollout updated "UTA Way" to include a focus on UTA's Inclusion and Belonging culture
- Implement updated People Management philosophy, to include new performance management tools to better support employee development
- Promote enhanced health and wellness programs to create better opportunities for participation and use of current services
- Develop Employee Value Proposition as an attraction and retention strategy
- Improve employee communications systems



## Finance



Finance ensures UTA practices efficient, sound financial and resource management practices and oversees financial controls necessary to support the enterprise. Finance plans, allocates, and manages UTA's financial resources, leads financial risk management/mitigation, audit management, revenue collection, corporate investments, financial contract relationships, and pension fund and debt management.

UTA Finance office provides the following to make the UTA System work:

- *Budget and Financial Analysis.* Responsible for financial analysis, forecasting and planning, budget development, management, and monitoring/reporting on budget execution.
- *Accounting.* Manages payroll operations, accounts payable, accounts receivable, and financial reporting. Accounting is also the owner of the Enterprise Resource Planning system (ERP) – the financial system of record for the agency.
- *Fares.* Responsible for fare policy development, fare reporting and analysis, program administration of contract fares and all activities related to public fares including fare revenue collections and operations.
- *Supply Chain.* Supply Chain manages procurement, contracting, inventory, warranty claims, shipping & receiving, central warehouse operations and production control processes in support of TRAX, FrontRunner and all administrative functions.
- *Claims and Insurance.* Manages risk and exposure for the agency. The Department manages all UTA claims and insurance programs including property damage, workers compensation, Personal Injury Protection and oversees capital development project insurance programs.
- *Farebox Services.* Responsible for processes related to cash collection and processing including cash pick up, handling, reconciliation, and the reporting and tracking of cash. Farebox Services is also responsible for repairing, maintaining, and keeping all fare collection machines in proper working order and a state of good repair.



## 2021 Proposed Finance Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Supply Chain	\$4,511,379	\$4,713,937	\$202,558
Claims & Insurance	3,064,210	3,127,160	62,950
Fares	2,151,227	2,048,060	(103,167)
Accounting	1,682,883	1,678,615	(4,268)
CFO	643,164	529,895	(113,269)
Farebox Services	906,622	1,429,381	522,759
Budget	330,303	336,489	6,186
<b>Totals</b>	<b>\$13,289,788</b>	<b>\$13,863,537</b>	<b>\$573,749</b>

## 2021 Proposed Finance Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$6,632,164	\$6,669,010	0.6%
Fringe	3,100,260	2,961,559	(4.5)%
Services	552,458	1,233,588	123.3%
Insurance	2,361,742	2,382,060	0.9%
Other O&M	643,164	617,320	(4.0)%
<b>Totals</b>	<b>\$13,289,788</b>	<b>\$13,863,537</b>	<b>4.3%</b>



## Finance FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Supply Chain	51.0	51.0	0.0	
Claims & Insurance	6.6	6.6	0.0	
Fares	15.0	11.0	(4.0)	
Accounting	16.5	16.5	0.0	
CFO	3.0	2.0	(1.0)	
Farebox Services	15.0	16.0	1.0	
Budget & Financial Analysis	2.0	2.0	0.0	
<b>Totals</b>	<b>109.0</b>	<b>105.0</b>	<b>(4.0)</b>	<b>Transfers</b>

### Key Budget Changes:

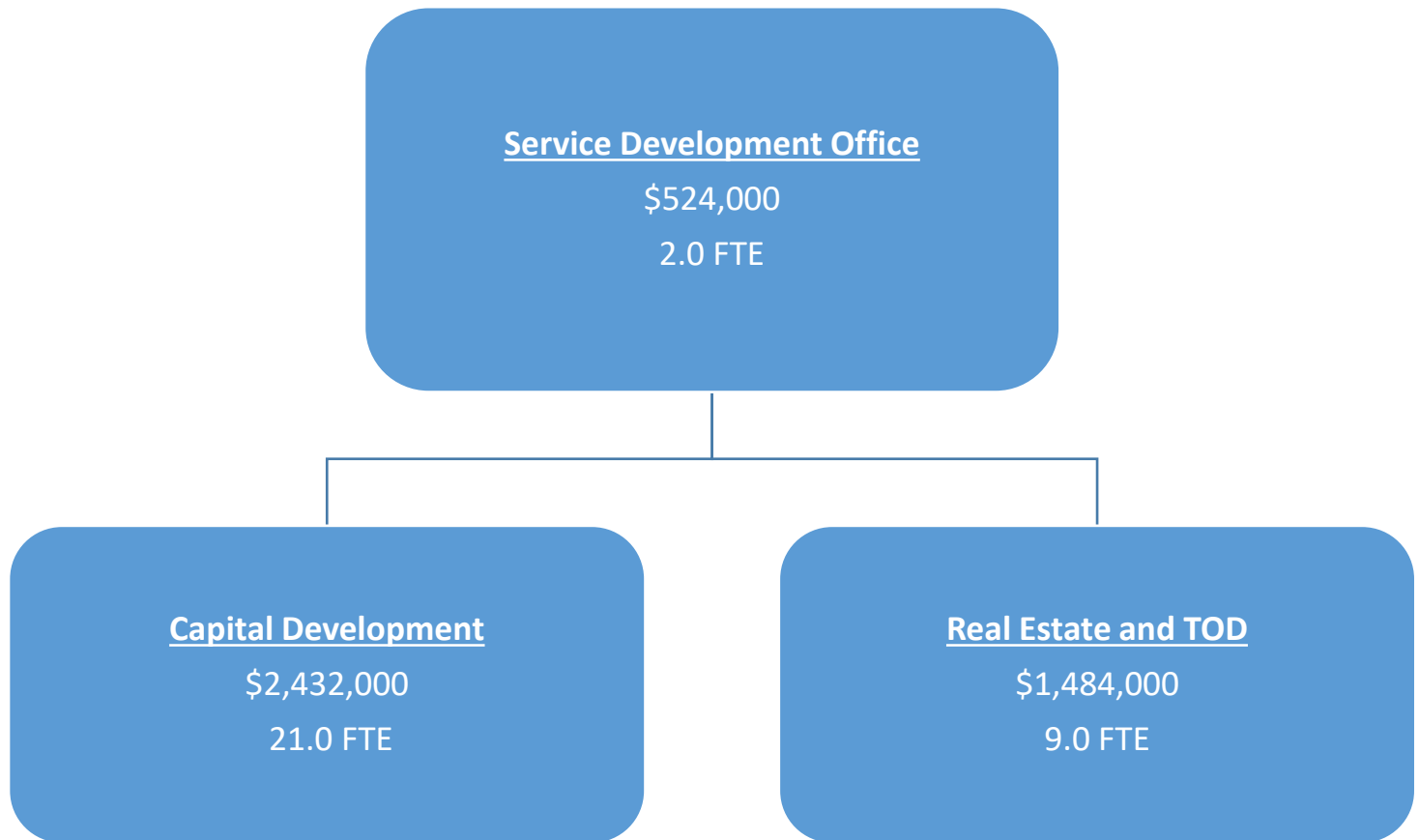
- Increase contractual services \$330K, proposal includes a re-keying of bus cash fare boxes to insure on going security
- Increase contractual services \$100K to improve technology capabilities and streamline requisition to purchase order process at UTA
- Enhance TVM Maintenance with a contracted vendor, shifted 3 FTE to MOW
- Transfer Financial Services Administrator and associated costs to Farebox Services

### Key Initiatives:

- Implementing additional cash controls for Farebox Services and TVM Maintenance
- Evaluating technology in Supply Chain buyer area to streamline the bidding and proposal receipt process to reduce time between requisition and receipt of goods and services by departments



## Service Development



This office oversees our capital work focused on safety, state of good repair, regulatory and service expansion needs.

UTA Service Development provides the following to make the UTA System work

- *Service Development.* Work to transition projects from the visioning and local planning provided by the Planning Department to the project implementation phase.
- *Project engineering.* Responsible for project design, design review, and project construction management.
- *Environmental, Grants, and Project Controls.* Provide support for all departments on grants development, project controls/reporting, and environmental issues.
- *Real Estate and Transit Oriented Development.* Facilitates the acquisition, lease, management, disposition, and development of all UTA real property. Responsible to protect UTA's real property while generating revenue and upholding UTA's principal objectives.





## 2021 Proposed Service Development Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
CSDO Office	\$376,020	\$523,572	\$147,552
Capital Development	2,429,761	2,432,312	2,551
Real Estate	1,504,762	1,484,056	(20,706)
<b>Totals</b>	<b>\$4,310,543</b>	<b>\$4,439,940</b>	<b>\$129,397</b>

## 2021 Proposed Service Development Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$2,722,668	\$2,873,676	5.5%
Fringe	1,110,120	1,179,793	6.3%
Services	718,050	850,400	18.4%
Leases	180,500	162,000	(10.2)%
Capitalized Cost	(585,293)	(807,024)	(37.9)%
Other O&M	164,498	181,095	10.1%
<b>Totals</b>	<b>\$4,310,543</b>	<b>\$4,439,940</b>	<b>3.0%</b>



## Service Development FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
CSDO Office	2.0	2.0	0.0	
Capital Development	20.0	21.0	1.0	Interns
Real Estate	9.0	9.0	0.0	
Totals	31.0	32.0	1.0	

### Key Budget Changes:

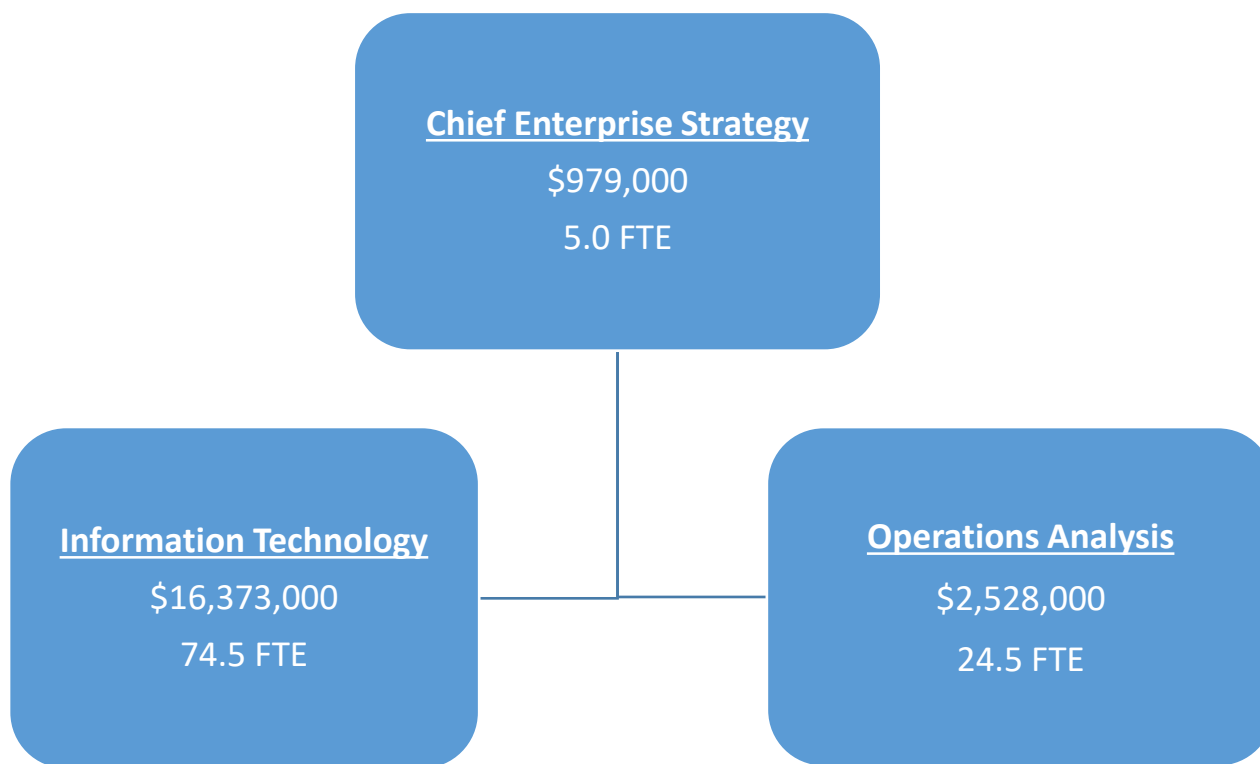
- The overall CSDO budget has gone down slightly between 2020 and 2021
- The increase in the CSDO office budget is due to an increase in fringe benefit costs, and an increase in funding (\$100K) for professional and technical services

### Key Initiatives:

- Maintain and enhance partnerships with local and state entities in order to help guide transit decision-making efforts and advance transit projects, including transit-oriented development
- Evaluate future bus fleet options, considering different propulsion modes (diesel, electric, CNG)
- Revisit capital program development process in partnership with Finance office
- Support Salt Lake County's project to place air quality monitors on our battery electric buses
- Develop new financial modeling tools to support development of short and long term Operating and Capital financial plans, financial forecasting, and scenario development
- Develop a 10 year forecast of capital needs to improve safety and regulatory compliance, address SOGR, and implement system enhancements, expansion, and improvements



## Enterprise Strategy



This Office brings together an Enterprise wide view of our critical systems that drive Agency performance.

UTA Enterprise Strategy office provides the following to make the UTA System work:

- *Culture & Continuous Improvement*: Oversees the design, development, and deployment of UTA's cultural initiatives and teach continuous improvement tools and concepts which support and align with UTA's culture model- the UTA Way.
- *Information Technology*: Provides ongoing support for and improvements to applications, data network needs, telephone communication, on-board technologies, radio communication, and administrative systems.
- *Operations Analysis & Solutions (OAS)*: OAS focuses on two critical areas: Promoting a data-driven culture and improving client experience in using technology tools to meet day to day business needs.
- *Risk & Policy*: This will be a new area of focus in 2021 to establish an Enterprise Risk Program to help UTA focus on managing and mitigating risk Agency wide. This office will also oversee our Policy committee which will enable a global view of our policies and ensure our polices support our long-term Agency strategies and goals.



## 2021 Proposed Enterprise Strategy Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Chief Enterprise Strategy	\$0	\$978,905	\$978,905
Information Technology	14,834,406	16,373,414	1,539,008
Operations Analysis	\$2,225,095	\$2,528,380	\$303,285
<b>Totals</b>	<b>\$17,059,501</b>	<b>\$19,880,699</b>	<b>\$2,821,198</b>

## 2021 Proposed Enterprise Strategy Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$7,963,992	\$8,763,168	10.0%
Fringe	3,183,432	3,536,540	11.1%
Services	4,616,373	5,865,596	27.1%
Other O&M	1,295,704	1,715,395	32.4%
<b>Totals</b>	<b>\$17,059,501</b>	<b>\$19,880,699</b>	<b>16.5%</b>



## Enterprise Strategy FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Chief Enterprise Strategy	0.0	5.0	5.0	
Information Systems	75.0	74.5	(0.5)	
Operations Analysis	22.5	24.5	2.0	Support Systems
<b>Totals</b>	<b>97.5</b>	<b>104.0</b>	<b>6.5</b>	<b>Restructure</b>

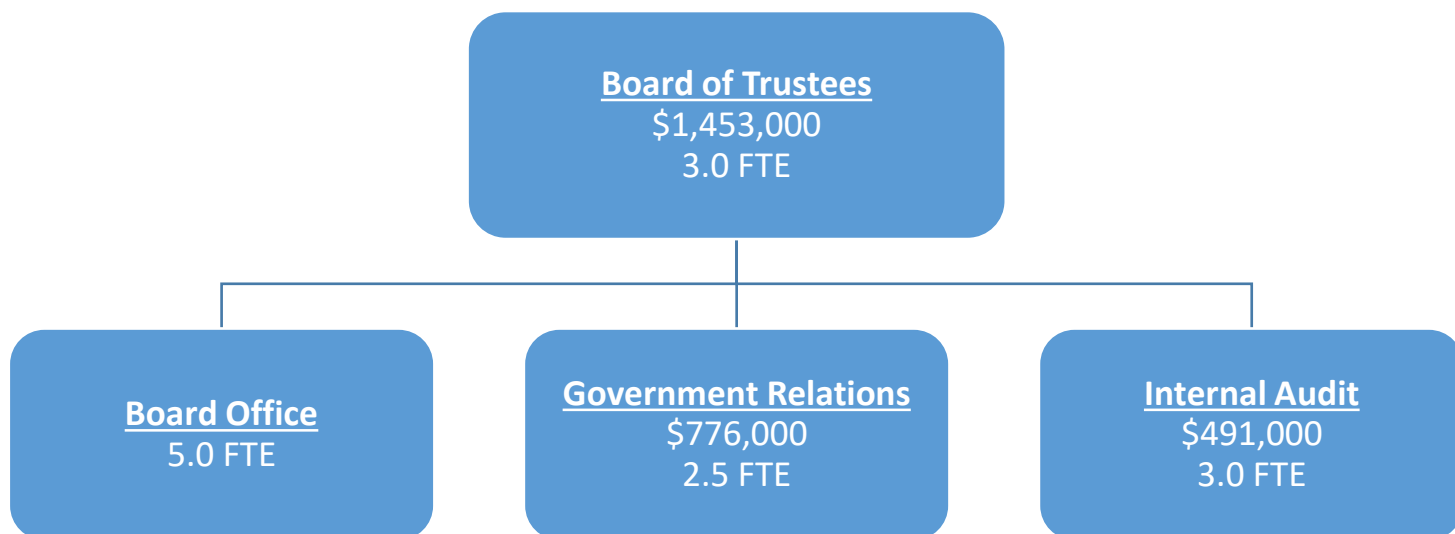
### Key Budget Changes:

- Transfer headcount to reflect proposed organizational restructuring
- Increase FTE by 2 in Operations Analysis
- Increase Computer Hardware/Software due to equipment replacements and upgrades \$588K
- Consolidate oversight of UTA software programs and applications \$952K

### Key Initiatives:

- Stand Up New Office
- UTA Rail Network Assessment and Firewalls added for security
- Office 365 Deployment & Exchange Email Migration to Office 365
- Assume Computer Hardware SoGR from Business Units
- Ensure compliance with FTA/State reporting requirements for ridership and service data
- Improve mission-critical business systems client experience
- Employee Engagement Survey
- UTA Way Rollout





The UTA Board of Trustees are appointed by the Governor to represent their respective counties. The Trustees work closely with our legislators, local governments, stakeholders and community members. They partner with the Executive Director in setting the vision and long-term priorities for the Agency.

The Board of Trustees Office provides the following to make the UTA System work:

- Board of Trustees. Provides leadership, fiscal oversight and support the Executive Director in the daily management of UTA's services.
- In addition to their external focus the Board of Trustees also oversees the following departments:
  - *Internal Audit.* The audit team plays a critical role in evaluating and improving UTA's system of governance, risk management, and controls. This is done primarily through execution of the annual internal audit plan, which is defined and approved by the Board of Trustees.
  - *Government Relations.* Engages externally with elected officials at a federal, state, and local level to inform, advocate and influence public policy that impacts UTA. They also collaborate and coordinate with partners and advocates on all three of these levels to promote the best interests of the organization.



## 2021 Proposed Board of Trustees Operating Budget Expenses by Department

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Internal Audit	\$488,576	\$490,888	\$2,312
Government Relations	770,448	776,436	5,988
Board of Trustees	1,527,756	1,452,750	(75,006)
Totals	\$2,786,780	\$2,720,074	\$(66,706)

## 2021 Proposed Board of Trustees Operating Budget Expenses by Category

Category	2020 Amended Budget	2021 Proposed Budget	Change FY20 – FY21
Wages	\$1,410,672	\$1,370,448	(2.9)%
Fringe	504,564	500,834	(0.7)%
Services	602,964	570,000	(5.5)%
Other O&M	268,580	278,792	3.8%
Totals	\$2,786,780	\$2,720,074	(2.4)%



## Board of Trustees FTE Summary: 2020 Budget and 2021 Proposed Budget

	2020 Budget	2021 Proposed	Change	Reason
Board of Trustees	8.0	8.0	0.0	
Government Relations	3.0	2.5	(0.5)	Intern
Internal Audit	3.0	3.0	0.0	
Totals	14.0	13.5	(0.5)	

### Key Budget Changes:

- Transfer Software contracts to IT

### Key Initiatives:

- Strategic Plan
- Board Management Software
- Transparent, accountable and accessible governance
- Stakeholder relationships and collaboration for shared transit solutions
- Agency leadership that engages employees and continues to build customer confidence







## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Manjeet Ranu, Director of Capital Projects  
Mary DeLaMare-Schaefer, Timpanogos Regional General Manager  
Eric Rasband, Project Manager, UDOT Region 3

**BOARD MEETING DATE: October 28, 2020**

<b>SUBJECT:</b>	<b>UDOT Central Corridor Transit Study Update</b>
<b>AGENDA ITEM TYPE:</b>	<b>Discussion</b>
<b>RECOMMENDATION:</b>	Informational item for discussion
<b>BACKGROUND:</b>	<p>The Central Corridor Transit Study (CCTS) was initiated by local governments in Utah County to study rapid transit alternatives generally along the US 89/State Street corridor, from Lehi to Provo. The transit study has been managed by the Utah Department of Transportation (UDOT) with full and equal participation by UTA in facilitating the project. The alternatives analysis phase of the project is nearing completion, with a preferred alternative anticipated to be selected in November by the project executive committee; Trustee Millington has been representing UTA on the committee.</p> <p>The next phase of the project is conceptual engineering (30 percent) design and environmental review. UTA will be the project manager with support from UDOT and in partnership with the corridor cities, Mountainland Association of Governments (MAG) and Utah County. Federal funding may be sought for this project, which necessitates preparing a federal environmental review document and meeting Federal Transit Administration (FTA) requirements. FTA oversees these processes, which are prepared and led by UTA as the regional transit agency.</p>
<b>DISCUSSION:</b>	<p>UDOT's project manager, Eric Rasband and UTA's Regional General Manager for Utah County, Mary DeLaMare-Schaefer, will provide a status update on the project and seek Board input. UTA's Director of Capital Projects, Manjeet Ranu, who will be serving as the project director for Central Corridor, will discuss the next phase of the project, which involves conceptual engineering design of the preferred alternative and environmental review. It is critical to continue the collaborative, interagency and local jurisdictional process to be successful. A project governance and advisory structure will be developed with the partner agencies.</p>

<b>ALTERNATIVES:</b>	N/A
<b>FISCAL IMPACT:</b>	N/A
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Proposed Preferred Alternative Recommendation Memo</li></ul>

# DRAFT Proposed Preferred Alternative Recommendation

## Executive Summary

A Preferred Alternative is proposed based on Level 2 alternatives evaluation, input from the Technical Advisory Committee, agency feedback, and public input.

The proposed Preferred Alternative includes Bus Rapid Transit for each of the following components as one project:

- **Segment 1** – Rail Corridor Alternative
- **Segment 2** – State Street Alternative
- **Segment 2** – Vineyard “branch” connection from Vineyard FrontRunner to State Street along 800 North
- **Segment 3** – Shared alignment (all three alternatives share common alignment)

The proposed Preferred Alternative was developed to maximize ridership, connect key land uses and destinations, leverage regional transit investments, and optimize funding success (including at the federal level). More specifically, this alternative:

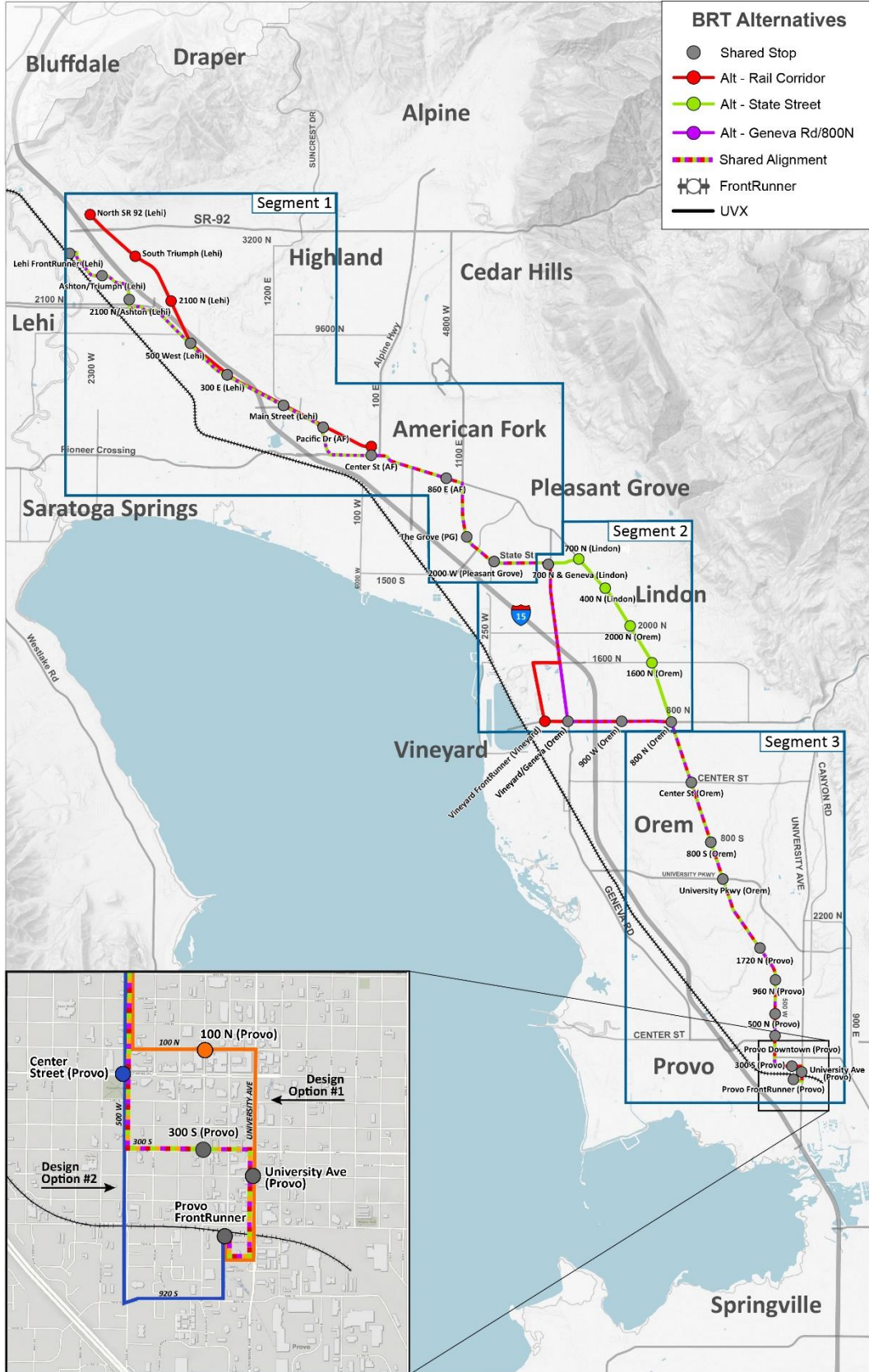
- Creates a robust north-south high-capacity transit spine in Utah County with connections to key rapidly developing areas
- Connects to key Wasatch Choice 2050 centers and TOD opportunities
- Provides connections to regional transit system – FrontRunner, UVX, proposed Point of the Mountain transit
- Serves all communities in the study area
- Preliminary modeling indicates that this alternative maximizes ridership potential compared to the State Street, Rail Corridor, and Geneva Road alternatives on their own

## Overview

A Level 2 alternatives evaluation was performed for three bus rapid transit (BRT) alternatives that were recommended by the Executive Committee in May 2020 (Figure 1). For analysis purposes, the study area was broken into three segments to understand the differentiation between alternatives and allow for an opportunity to create a proposed Preferred Alternative that combines the best performing alternatives from each segment.

The purpose of this memo is to summarize a proposed Preferred Alternative based on the Level 2 alternatives evaluation and feedback received from agency and local jurisdiction partners. This memo describes the process for identifying the proposed Preferred Alternative, the recommendation for each study segment, and next steps.

# CENTRAL CORRIDOR TRANSIT STUDY



**Figure 1. Level 2 Bus Rapid Transit Alternatives**

## Preferred Alternative Development Process

The process to draft a proposed Preferred Alternative centered around a technical alternatives evaluation process coupled with input from the project Technical Advisory Committee (TAC), agency feedback, and the public, as depicted in the following graphic. The Proposed Preferred Alternative will be presented to the Executive Committee for discussion and approval at the September 24, 2020, meeting.



### Level 2 Alternative Evaluation

Three bus rapid transit (BRT) alternatives were evaluated for performance in areas of transit system operations, land use and economic development, and other factors such as cost and environmental impacts. The study area was broken into three segments to understand the differentiation between alternatives and allow for an opportunity to create a Preferred Alternative that combines the best performing alternatives from each segment. The purpose of this approach was to better understand the factors contributing to the comparison among the alternatives that might be less obvious when end-to-end corridor data is aggregated. See attached materials for an overview of findings from the Level 2 alternatives evaluation, including segment level findings, station area results, and key findings.

### Technical Advisory Committee Input

The Technical Advisory Committee (TAC) met on July 28, 2020 to review the Level 2 evaluation findings and provide feedback. Highlights from the meeting include:

- Segment 1 – Support of Rail Corridor Alternative (operating BRT in the rail corridor), with feedback to move the connection with Pacific Drive to Main Street further west.
- Segment 2 – Support for State Street Alternative from Lindon and Orem. Vineyard expressed preference for Rail Corridor Alternative but noted potential support for the State Street Alternative if connected to the State Street alignment with a similar transit solution (i.e. high-quality/BRT type service); however, it was noted that additional conversations with the City

Mayor and City Manager were needed to confirm whether there is support/no support for this option.

- Segment 3 – Overall support for the alignment. Provo does not want to preclude exclusive lanes through Provo due to right-of-way constraints (would like to see an option with exclusive lanes). There was discussion about the 500 West design option as a future option for this segment when the roadway is widened and grade separation is provided. UTA expressed some concern over how UVX and this project would be interlined in downtown Provo.

## Agency One-on-One Meetings

The project team held a series of one-on-one conversations with agencies during the month of August 2020 to further discuss the Level 2 alternatives evaluation and potential Preferred Alternative options. In general, cities supported the work to date and several cities provided slight alignment and station location modifications.

Some additional considerations were explored. Notably, additional discussion was had around the possibility of a project that includes a north-south route along State Street with a “branch” that connects to Vineyard along 800 North. Vineyard expressed concern that this connection along 800 North would be dropped once funding was considered and asked that it remain as part of the core project.

## Public Input

Public input was solicited on the three Level 2 BRT alternatives and station locations using the project website and project information was posted on 850 buses. From May 2020 to September 2020, there were nearly 1,300 website views and 111 comments submitted. A high-level overview of input received included:

- State Street Alternative
  - Recognized as backbone of Utah County, best location to support businesses and the universities
  - Support for route along North County Boulevard to provide access to employment areas
  - Concern with the ability of State Street to accommodate transit, contributing to additional congestion, and widening of roadway
- Rail Corridor Alternative
  - Attractive option in keeping transit out of the roadway to lessen congestion pressures
  - Interest in connecting to the new development in Vineyard and future UVU campus
- Geneva Road Alternative
  - Less support
  - Fewer destinations along route and industrial land uses make it less appealing for transit
  - Provides access to the western portions of cities along route
- Other feedback
  - Ensure adequate east-west transit connectivity with route, with connections to FrontRunner noted (Lehi, American Fork, Vineyard, and Orem)
  - State Street alternative with “spur” to Vineyard was suggested by several commenters
  - Overall concern over delay to vehicular traffic and pedestrian safety with street-running transit
  - Several comments were made in opposition to transit in general



## Recommendation

### Summary

The proposed Preferred Alternative alignment includes the following components (Figure 2):

- **Segment 1** – Rail Corridor Alternative
- **Segment 2** – State Street Alternative
- **Segment 2** – Vineyard “branch” connection from Vineyard FrontRunner to State Street along 800 North
- **Segment 3** – Shared alignment (all three alternatives share common alignment)

**The preferred mode is BRT. It has been expressed by project partners that a high-quality BRT that operates in exclusive right-of-way is desired.** The characteristics of the BRT system (exclusive versus mixed flow operations, type of bus vehicle, service frequency, station area amenities, etc.) will be refined in the next phases of project development (i.e. environmental study through final design).

**It is recommended that this proposed Preferred Alternative move forward for further consideration as one project to maximize the likelihood and potential for funding success and stakeholder buy-in.**

Several overarching factors were considered in the development of the proposed Preferred Alternative:

- **Maximizing ridership** – Notably, the three alternatives explored in Level 2 showed minimal ridership differentiation in Segment 2. However, leveraging a north-south transit spine with a branch to Vineyard substantively increases ridership over the three alternatives considered.
- **Connecting key land uses and destinations** – This alternative serves all communities in the study area. In addition, the proposed Preferred Alternative provides connections to many of the Wasatch Choice 2050 centers and TOD opportunities identified by communities in the study area. Key destinations served include Silicon Slopes, Timpanogos Regional Hospital, and Utah Valley Hospital.
- **Leveraging regional transit investments** – The proposed Preferred Alternative includes a direct connection to Vineyard and Provo FrontRunner stations, with potential connections to be explored in Lehi and American Fork. The project would also connect with UVX in numerous locations (University Place and Provo FrontRunner) and connect to the proposed Point of the Mountain project at the northern terminus.
- **Optimizing funding success** — Due to the corridor length, number of stations, and large proportion of exclusive guideway, this project will be a major capital investment. However, this project is strongly desired and supported by all communities and would likely require both federal and local funding to construct and operate. Support from all communities in the study area is critical to project funding success.
- **Maintaining eligibility for federal funding.** A project that includes the north-south spine with an east-west branch could be eligible for funding under the FTA Capital Improvement Grant program.

#### Key Features of the Proposed Preferred Alternative:

- Creates a robust north-south high-capacity transit spine in Utah County with connections to key rapidly developing areas
- Connects to key Wasatch Choice 2050 centers and TOD opportunities
- Provides connections to regional transit system – FrontRunner, UVX, proposed Point of the Mountain transit
- Serves all communities in the study area
- Preliminary modeling indicates that this alternative maximizes ridership potential compared to the State Street, Rail Corridor, and Geneva Road alternatives on their own

CENTRAL CORRIDOR  
**TRANSIT STUDY**

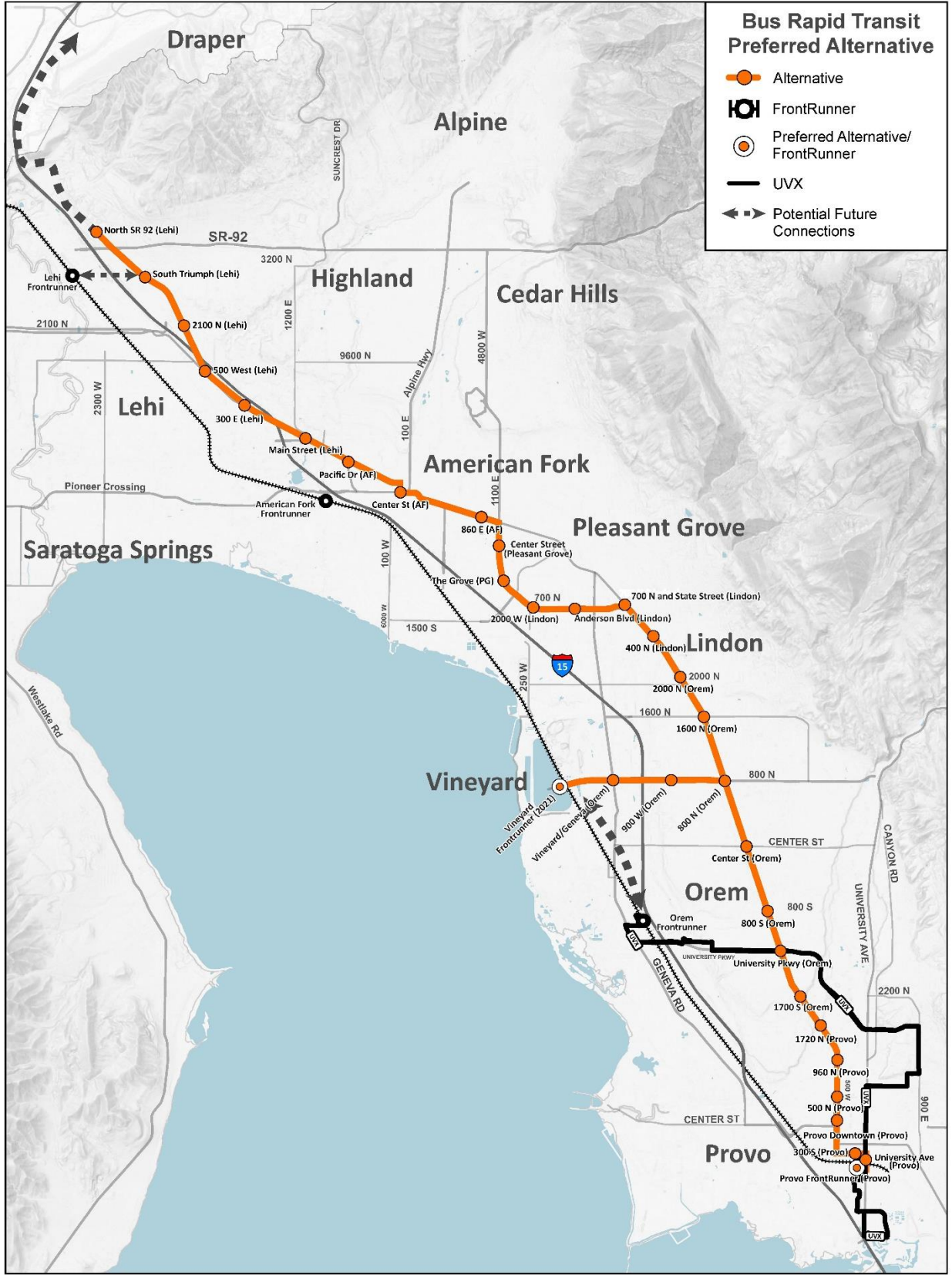


Figure 2. Proposed BRT Preferred Alternative



## Segment 1

The following considerations support Rail Corridor as the BRT Preferred Alternative in Segment 1:

- Ridership performance
- Connection to Point of the Mountain Transit Study
- Serves identified TOD areas and enhanced station area performance for Rail Corridor stations
- Exclusivity offered by rail corridor and minimized impacts to freight on northern end

## Segment 2

### State Street

The following considerations support State Street as the BRT Preferred Alternative in Segment 2:

- Directness of route and reduced travel times
- Serves existing development areas that have robust plans for growth
- Preserves Geneva Road/freight rail corridor for future light rail transit (LRT) as envisioned in MAG RTP
- State Street Alternative shows a slight increase in segment ridership and double the number of new transit trips compared to other alternatives

### Vineyard Branch

In addition to the State Street corridor, it is proposed that a BRT branch connecting to Vineyard (from Vineyard FrontRunner to State Street along 800 North) is considered as part of the project. This is proposed for the following reasons:

- **Ridership is not showing substantial differentiation between State Street and Rail Corridor alternatives in Segment 2**
  - This branch builds stronger ridership on main north-south spine compared to other alternatives analyzed with the regional travel demand model (proposed Preferred Alternative adds an additional 700 – 1,700 daily transit boardings compared to the three standalone alternatives). In addition:
    - Preliminary investigation of ridership shows that this branch may add approximately 1,000 daily new transit riders in the study area compared to the three standalone alternatives. Nearly 4,000 new transit trips are added in the study area compared to a No-Build condition.
    - The proposed Preferred Alternative provides more direct connections to FrontRunner compared to the standalone options. The overall reduction in FrontRunner boardings is similar between all alternatives (less than 3% decrease across study area).
- **Providing a high-quality transit connection along 800 North serves compelling development opportunities and key destinations (e.g. Vineyard FrontRunner and Timpanogos Regional Hospital) compared with utilizing Geneva Road alignment to provide connection:**
  - Robust transit-oriented development is envisioned in Vineyard Town Center near the Vineyard FrontRunner station and the future UVU campus. The proposed Preferred Alternative provides a direct connection to this planned development at Vineyard FrontRunner whereas the Rail Corridor and Geneva Road alternatives both provide indirect access (station location is up to half-mile from actual Vineyard FrontRunner station)

## CENTRAL CORRIDOR TRANSIT STUDY

- 900 West (Orem) station location near Timpanogos Regional Hospital appears to be a key destination to be served
- Providing transit along 800 North as designed to operate as part of this proposed Preferred Alternative provides a more direct connection to Vineyard FrontRunner and offers potential future connections to UVX at Orem FrontRunner
- Roadway characteristics and land uses along Geneva Road have limited ridership opportunities in both current and future year
- **In general, this branch may help competitiveness in FTA Capital Improvement Grant process by improving ridership and land use ratings.** However, additional investigation is needed.

**The transit characteristics of the branch to Vineyard would continue to be explored during the next step of this study as well as in greater detail during environmental study.** The initial operations of this branch as part of this project would likely include branding and enhanced station area features, as well as exclusive lanes where right-of-way is readily available. As development occurs and the Vineyard Connector is expanded, opportunities to further build exclusivity for the transit system and increase service frequencies could be explored. The development of these operational characteristics, level of exclusivity as part of this project, and potential connections and operational interface with UVX will be developed in the next step of this study and future phases of project development.

### Segment 3

All alternatives share the same BRT alignment in Segment 3. This alignment is supported by Orem and Provo and additional refinements will be explored around joint versus exclusive use of roadway facilities in the segment during additional analysis of the Preferred Alternative.

### Next Steps

After the Executive Committee makes a recommendation on a Preferred Alternative, a final phase of analysis will be conducted to better frame this investment for more detailed environmental study. This will include such items as:

- Engineering refinements, including updates to capital costs, operating costs, and travel times
- Ridership optimization, including refinements to station locations and connection to Point of the Mountain
- Transit integration planning, especially related to the operation of the Vineyard branch and connection of UVX between Orem FrontRunner and Vineyard FrontRunner
- Funding strategies
- Operations planning
- Phasing and implementation strategies
- High-level examination of equity and access to opportunity, in addition to potential Title VI and environmental justice considerations
- High-level recommendations to local jurisdictions on transit supportive land use policies/zoning changes and access and mobility considerations that could support a more successful federal grant application and enhance project ridership