

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



Wednesday, July 1, 2020, 9:00 a.m.

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

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 Utah Governor Gary Herbert’s Executive Order on March 18, 2020 suspending some requirements of the Utah Open and Public Meetings Act, 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, June 30th 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
 - 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

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|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent <ul style="list-style-type: none">a. Approval of June 17, 2020 Board Meeting Minutesb. Approval of June 24, 2020 Board Meeting Minutesc. Revised CAD/AVL Software Development Services Contract (Software Technology Group) | Chair Carlton Christensen |
| 4. Agency Report <ul style="list-style-type: none">a. COVID-19 Ridership Survey | Carolyn Gonot |
| 5. Financial Report – May 2020 | Bob Biles |
| 6. Resolutions <ul style="list-style-type: none">a. R2020-07-01 – Resolution Appointing Ronald S. Ellis as Director of Internal Audit | Chair Carlton Christensen |
| 7. Oath of Office – Internal Audit Director Ronald Ellis | Cathie Griffiths |

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

Live Streaming: https://www.youtube.com/results?search_query=utaride

8. Contracts, Disbursements, and Grants

- a. Change Order: Light Rail Traffic Signal Interface Extension (Pinetop Engineering LLC) Eddy Cumins, Bryan Sawyer
- b. Change Order: FTA Section 5310 Subrecipient Agreement Amendment (United Way Community Services) Eddy Cumins, Ryan Taylor

9. Discussion Items

- a. Draft June 2020 Transit Financial Plan and 2021 Budget Targets Bob Biles
- b. South Salt Lake County Microtransit Pilot Quarterly Report Nichol Bourdeaux, Jaron Robertson, Shaina Quinn

Other Business

- a. Next meeting: July 15, 2020 at 9:00 a.m.

Chair Carlton Christensen

10. Closed Session

- a. Strategy session to discuss pending or reasonably imminent litigation
- b. Strategy session to discuss the purchase, exchange, lease, or sale of real property, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms

Chair Carlton Christensen

11. Adjourn

Chair Carlton Christensen

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

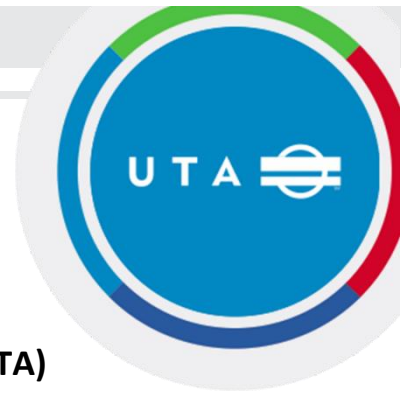


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: July 1, 2020

SUBJECT:	Approval of June 17, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the June 17, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, June 17, 2020 at 10:30 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-06-17_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
June 17, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also participating were members of UTA staff and presenting consultants.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 10:30 a.m.

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 an appendix to the minutes of the meeting.

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

Consent Agenda. The consent agenda was comprised of:

- a. Approval of June 03, 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.

FTA Funding. Carolyn Gonot, UTA Executive Director, reported UTA was able to execute the grant for the CARES funding. FTA released who they will be funding for the TOD planning grants, and UTA received two grants: one for the South Utah County Frontrunner area and one for Point of the Mountain. Ms. Gonot gave updates on both projects.

Chair Christensen noted a public comment concern that the planning of these projects will divert UTA from service implementation. Chair Christensen asked if this would be an either/or opportunity or if service would be looked at further down the road. Ms. Gonot stated it would be an opportunity to support the service in the future as it is planned correctly.

Resolutions.

R2020-03-02 (Amended) – Resolution Approving a Revised Interlocal Agreement for the Maintenance of Park and Ride Lots near Big and Little Cottonwood Canyons with Salt Lake County; Utah Department of Transportation; and the City of Cottonwood Heights. Chair Christensen stated that the board approved an earlier version of this agreement on March 25, 2020, and noted a revised ILA is now being presented for approval.

Under the terms of this agreement, all identified partners will contribute financially to Salt Lake County for the maintenance of Park and Ride Lots near Big and Little Cottonwood Canyons. Salt Lake County will be responsible for the majority of the required maintenance identified in the agreement. UTA's financial commitment will be \$22,000 per year for a total five-year amount of \$110,000. In addition to the annual payment, UTA will continue to have bus platform maintenance and snow removal responsibility.

A motion to approve R2020-03-02 (Amended) was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2020-06-02 – Resolution Authorizing Actions Necessary to Amend Certain Bond Documents, Releasing Certain Debt Reserve Fund Monies and Replacing them with Surety Instruments. Bob Biles, UTA Chief Finance Officer, was joined by Brian Baker of Zions Public Finance and Blake Wade of Gilmore and Bell. Mr. Biles provided background stating that concurrent with recent bond refundings, UTA's bond counsel

and financial advisor reviewed the required bond reserve, the amount of bond reserves UTA maintains through cash or surety instruments, and minimum requirements for cash and surety instruments.

In the Board of Trustees meeting of April 8, 2020, UTA's Financial Advisor, Bond Counsel, and Chief Financial Officer presented two opportunities to substitute bond sureties for bond proceeds held in bond reserves. The board directed the finance team to explore the options and with this resolution, UTA's finance team proposes the following:

- Senior bond debt reserve – UTA's finance team recommends substituting sureties for the \$19.2 million of bond proceeds held in reserve.
- Subordinate bond debt reserve – Finance team recommends that UTA purchase additional sureties at a cost of \$160,000 which would be substituted for \$10 million of bond proceeds held in reserve.

Resolution 2020-06-02 authorizes the Board of Trustees Chair, the Executive Director, and the Secretary or Treasurer to execute and deliver the indenture addendums and to take other actions which may be needed to carry out the matters authorized in the resolution.

Mr. Biles outlined the costs and timeline associated with the recommended actions as well as possible uses for the bond proceeds that would be freed up by substituting them with sureties. Mr. Biles also mentioned that since the posting of meeting materials, the Tenth Supplemental Indenture (Exhibit B to the resolution) was revised. Mr. Wade explained the revisions primarily include changing language from consent to acknowledgment of UTA's actions by the surety company.

Chair Christensen asked if it is unusual for a public agency to hold surety bonds versus debt reserves. Mr. Baker stated that in 2015 UTA amended its overall general indenture so a reserve was no longer needed, and the agency has not used them since. Trustee Holbrook clarified that when UTA goes to do another debt restructuring or bonding for a project it can be decided, based on the market and what makes sense at the time of bonding, if a surety will work better than a reserve. Trustee Millington commented his support for moving forward.

A motion to approve R2020-06-02 with the revised exhibit B as described was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen

R2020-06-03 – Resolution Approving the Interlocal Cooperation Agreement with Clearfield City for the Construction of a Pedestrian/Bike Trail. Mary DeLoretto, UTA

Chief Service Development Officer, stated that UTA has been working with Clearfield City to implement a trail system to improve the pedestrian and bike connection to the Clearfield FrontRunner Station. Hal Johnson, UTA Manager of Project Development, stated UTA has been awarded \$1.65 million from a Construction Mitigation/Air Quality (CMAQ) grant to construct a trail from the FrontRunner Station to the nearby, existing D&RGW Trail. The City has agreed to provide \$120,000 in local match for the project. The Interlocal Agreement between Clearfield City and UTA details the funding commitments for the trail project and defines the roles and responsibilities for trail construction and ongoing trail maintenance. UTA will be responsible for trail construction. UTA will also be responsible for maintaining the segments of the trail within UTA property, and the City will be responsible for maintaining all other segments of the trail.

Trustee Holbrook mentioned that coordination is happening with the city and TOD partners and thanked staff for moving this valuable project forward.

A motion to approve R2020-06-03 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen

R2020-06-04 – Resolution Approving the Execution of an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Vineyard

FrontRunner Station and Northern Utah Double Tracking Project. Ms. DeLoretto gave background that during the 2018 Legislative Session, \$4 Million dollars was appropriated for the design and construction of the Vineyard FrontRunner Station. To mitigate impacts of Positive Train Control (PTC) it was determined that an additional 1.8 miles of double track would be needed north of the new Vineyard station. Double tracking costs were included in UTA's 2020 capital budget. Due to the nature of the funds for the station and to streamline costs and effort, it was determined that a single contractor would be used for both the station and doubletracking and that UDOT would take the lead on managing the project and procuring a designer and contractor. The interlocal agreement details how UTA and UDOT will work together during design and construction of the overall project. When the project is finished UTA will assume responsibility for maintenance.

Chair Christensen asked if it is unusual for another entity to manage a project wherein UTA has the majority stake in funding. Ms. DeLoretto responded that UTA and UDOT have a history of working together to coordinate projects and that it will be more efficient to have one contractor doing both portions of the project. Additionally, Stacey and Witbeck, who constructed FrontRunner south, has been selected as the contractor

and has significant knowledge of this project. Chair Christensen expressed confidence in UTA's management of rail and transit projects and that UTA will continue to manage our rail projects in the future.

Trustee Holbrook asked about the costs of dual oversight of the project. Ms. DeLoretto responded that the oversight has been included in the budget and that each entity would pay for their own oversight costs.

A motion to approve R2020-06-04 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Contracts, Disbursements, and Grants.

Contract: CAD/AVL Software Development Services (Software Technology Group).

Dan Harmuth, UTA IT Director, provided background on UTA's bus/train CAD/AVL software system, and the proposed three year contract term with Software Technology Group (STG). During this project staff will be educated and trained to allow UTA to then service and support the new development at the end of the STG contract. The contract allows for early termination once the work is completed according to UTA requirements.

Chair Christensen asked how much of the code can be retained and maintained internally. Mr. Harmuth stated that staff will be trained to maintain and customize the program after the contract has ended.

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

Pre-Procurements.

Federal and State or Local Government Relations Lobbyist Services. Todd Mills, UTA Senior Supply Chain Manager explained that this is a procurement to solicit proposals from individuals or firms who are interested and qualified to provide Federal and State or Local Government Relations Services. It is the intent to select one or more to accomplish all the services outlined in the solicitation. This will be procured using an RFP procurement with selection based on Technical criteria in addition to price.

Joint Bus Procurement with Park City Transit. Mr. Mills explained that this is a joint procurement between the Utah Transit Authority and Park City Transit agencies to purchase electric buses and accompanying charging equipment. The Park City Transit agency and UTA will each purchase buses and charging equipment through the vendor procured by Park City Transit. Funding for these buses and chargers is made up of various grants. This will be procured as a competitive RFP procurement.

Chair Christensen asked if it was beneficial for both UTA and Park City to do a joint procurement. Mr. Mills responded that it was universally beneficial.

Trustee Holbrook asked why multiple chargers would need to be purchased.

Jesse Rogers, UTA Vehicle Procurement Admin., responded that there are two types of chargers and explained that having one vendor for the buses can help standardized charging equipment.

Grant Application: Federal Railroad Administration (FRA) Research Transportation Innovation Grant Consolidated Rail Infrastructure and Safety Improvements (CRISI) – Sharp-Tintic Railroad Connection Project. Ms. DeLoretto explained that the Federal Railroad Administration offers a grant opportunity through their Consolidated Rail infrastructure and Safety Improvements (CRISI) program. This grant opportunity funds innovative safety enhancements and general improvements to infrastructure. This project will:

- Provide a route for future expansion of the UTA Frontrunner to southern Utah County
- Re-route Union Pacific freight trains from the Tintic Railroad Line to the Sharp Railroad Line, bypassing the current route through Springville residential areas, increasing safety by eliminating train traffic from six highway/rail crossings.
- Allow Springville City to access the areas currently used for the Tintic Railroad corridor for future trail opportunities.
- Provide a safer walking route for children to a local elementary school and reduce bus routes.

The project has already secured \$6.3M in grants/local match. However, due to scope changes required by Union Pacific, an additional \$3.8M in federal funding and \$180,000 in local funding is required. This grant, if awarded, would cover that funding gap.

Trustee Millington asked if UTA was taking advantage of the opportunity to put allowable indirect costs into the grant request. Ms. DeLoretto responded that yes, she is looking at project management as part of that request.

Service and Fare Approvals.

Hive Pass Program Agreement (Salt Lake City Corporation). Monica Morton, UTA Fares Director, gave background that the Hive Cooperative Pass Purchase and Administration Agreement is a transit pass program that gives Salt Lake City residents access to a discounted Monthly Standard Adult Local transit pass. Salt Lake City agrees to administer the program.

Chair Christensen asked if another city has approached UTA to do something similar. Ms. Morton responded that other cities have inquired but have not been willing to take on the effort of administering the program.

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

Discussion Items.

Sandy East Village 3 Transit Oriented Development Financial Analysis and Proposed Associated Agreements. Paul Drake, UTA Director of Real Estate & TOD, explained the proposed East Village 3 transit-oriented development (TOD) now in the financial analysis stage. In a subsequent board meeting, a resolution to approve the various agreements associated with the operating agreement will be brought to the board. Mr. Drake summarized the history and details of the development project along with the various agreements.

The Sandy East Village 3 is part of the Sandy Civic Center TOD and occupies 6 acres of land adjacent to the UTA Trax line. The development includes a shared parking garage, 305 residential units, and 10,000 square feet of retail/commercial space. The contract to construct the parking garage has already been approved by the previous UTA board and has been on hold pending selection of equity partners and construction financing for the accompanying development phase.

Mr. Drake explained what is included in the Financial Analysis and that the Operating Agreement forms a partnership entity between Hamilton Partners and UTA named HPUTA East Village 3 LLC ("HPUTA"). The Limited Liability Company Agreement ("EV3 Joint Venture Agreement") forms the principal development entity, named East Village 3 LLC ("EV3"). Cash flows will be distributed to HPUTA via the terms of the EV3 Joint Venture Agreement, and cash flows to UTA will be determined by the HPUTA Operating Agreement. Related agreements include the Contribution Agreement; Ground Lease; Parking Structure Management Agreement; and the Parking Structure Construction, Operation and Easement Agreement ("COREA"). Mr. Drake gave a brief summary of each agreement.

Chair Christensen asked regarding the availability of retail near the project, specifically grocery availability. Mr. Drake stated it is unknown what retail will come. Trustee Holbrook stated grocery and childcare retail tenants are critical to prioritize as the development moves forward.

Chair Christensen asked how the value of the development property was determined. Mr. Drake responded that it was determined in the initial appraisal and that there are

mechanisms in place to compensate for appreciation. Chair Christensen asked if the Executive Director will be over future decision points in this phase of the project. Mr. Drake responded yes, as long as they do not exceed the board approval value threshold, in which case they would return to the Board for review and approval. Chair Christensen asked what obligations existed for UTA for the parking structure approved by the prior UTA board. Mr. Drake responded that UTA will contribute the property to the joint venture according to the associated agreements. UTA would own the garage and the underlying property and provide a permanent easement to the development for its stalls. Each entity would pay its respective share of the construction and maintenance. Trustee Holbrook asked what the maintenance contract will look like when the development is finished. Mr. Drake responded that Hamilton Partners will manage and maintain the garage and UTA would pay its proportionate share of the costs. Chair Christensen asked if UTA's portion for funding of the garage was budgeted for in 2018. Mr. Drake responded that money has been set aside for UTA's portion of the garage.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, June 24, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 12:04 p.m. by motion.

Transcribed by Stephanie Withers
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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/611589.html> for entire content.

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

**Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
June 17, 2020**

Received June 16, 2020 from George Chapman:

UTA should not accept federal funding for 4 TRAX stations since the public outreach is not finished

Comments to Board for June 17 meeting

It is disrespectful at best and an insult to good government to accept federal funds to plan 4 TRAX stations for a TRAX line from Draper to Lehi while a survey/study is not finished. It is as if UTA has a secret plan, with developers, to build it no matter what the public says.

UTA PROMISED to restore a vigorous and robust bus system several years ago if UTA got the funds from Prop One (the same funds that SB136 gave UTA).

Although many developers insist on spending billions on rail (including up the Canyon), the LA study from 2017 should provide proof that spending tens of billions like LA did, will not increase ridership. Sugar House development was due to the large amount of open space (according to SLC), not the unused S-Line!

A better use of federal funds would be to make bus ridership free to encourage mass transit use.

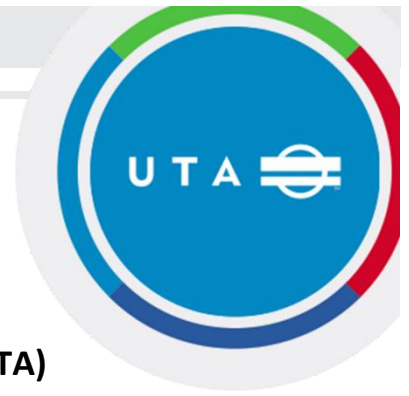


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: July 1, 2020

SUBJECT:	Approval of June 24, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the June 24, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday June 24, 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 Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2020-06-24_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
June 24, 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.

Chair Christensen acknowledged the passing of former Midvale City Mayor JoAnn Seghini. He recognized her substantial contributions to the community, including transit improvements along the Wasatch Front, and expressed condolences to her family.

Public Comment. It was noted that online comment was solicited prior to the meeting but none was received.

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

Consent Agenda. The consent agenda was comprised of:

- a. 2019 Financial Audit Report (Comprehensive Annual Financial Report)

A motion to approve the consent agenda with the corrected Comprehensive Annual Financial Report document was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Agency Report.

Depot District Clean Fuels Technology Center Art Piece. Carolyn Gonot, UTA Executive Director, was joined by Grey Turner, UTA Acting Director of Capital Projects. Mr. Turner spoke about a portion of a Gantry crane beam that was salvaged from the historical Depot District facility and converted into a piece of public art that is now on display at 470 South 900 East in Salt Lake City.

Temporary Service Modification Extension Approval. Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer. Mr. Cumins requested an extension to the temporary service modification issued earlier this year until the August 2020 change day (slated for August 23, 2020) or until August 31, 2020. Mr. Cumins mentioned that ridership on routes is being monitored to ascertain whether adjustments are needed. As an example of the agency's responsiveness to changing public needs, he said additional trips have been added to route 470 to accommodate increased demand.

A motion to approve the extension request and authorize the executive director to implement necessary service modifications through the August 2020 change day or until August 31, 2020 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Pension Committee Report. Trustee Millington spoke about the effect of assumption valuation calculations and unfunded liability for the UTA pension. He said a proposal for the board is being prepared that adjusts the return assumption to 6.75% and maintains the current 16.3% contribution rate toward the unfunded liability. Discussion ensued. Questions on the effect of market volatility, market forecasts, lump sum payment trends, and impact of lump sum payments on the pension fund were posed by the board and answered by Trustee Millington.

Resolutions.

R2020-06-05 Resolution Approving the Financial Analysis and Authorizing Execution of the Associated Agreements for Sandy East Village 3 Transit-Oriented Development.

The resolution authorizes execution of the operating agreement of Hamilton Partners (HP)-UTA East Village 3 LLC; limited liability company agreement; the contribution agreement; the ground lease; the parking structure construction, operation and easement agreement (COREA); and the parking structure management agreement on the Sandy East Village 3 transit-oriented development. Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, clarified that approval of the resolution also includes conveyance of the property.

A motion to approve R2020-06-05, including conveyance of the property, 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: Occupational Medical Services (Intermountain Health Care WorkMed). Jacob Gomez, UTA Manager of Total Rewards, explained the contract, which covers Department of Transportation physicals, drug and alcohol testing, worker's compensation examinations, and other medical services. He noted the board is being asked to approve the contract, which began in March 2019, and authorize the executive director to exercise the option years allowed in the agreement.

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

Contract: Drug and Alcohol Testing Services (Workforce QA). Mr. Gomez described the contract, which provides drug and alcohol compliance testing mandated by the Federal Transit Administration, Federal Railroad Administration, and the UTA drug and alcohol policy. He requested the board approve the contract, which began in 2019, and authorize the executive director to exercise the option years allowed in the agreement.

Brief discussion ensued. A question on the annual number of tests conducted was posed by the board and answered by staff.

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

Contract: SD160 Auxiliary Power Supply (APS) Replacement (Woojin IS America, Inc.). Mr. Cumins was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins summarized the contract for the purchase of 19 APS units for the SD160 light rail vehicles in the amount of \$1,262,930. He indicated the units are part of the vehicle midlife overhaul project.

Discussion ensued. Questions on the effects of decreased service on the overhaul program, decision to replace the entire APS unit, and lifespan of replacements 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.

Change Order: Construction Management Fees 2020 – On-Call Maintenance Contract, Task Order #110 (Stacy and Witbeck Inc.). Mr. Cumins was joined by David Hancock, UTA Director of Asset Management. Mr. Hancock requested the board approve task order #110 in the amount of \$374,884 for project and construction management fees for the 2020 the construction season.

Discussion ensued. A question on comparisons to project management costs in 2019 was posed by the board and answered by staff.

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

Change Order: State of Good Repair Mid-Jordan Grade Crossing Replacement – On-Call Maintenance Contract, Task Order #111 (Stacy and Witbeck Inc.). Mr. Cumins was joined by Mr. Hancock. Mr. Hancock asked the board to approve the on-call maintenance contract task order #111 for two grade crossing replacements in the amount of \$919,100. The grade crossings are located at 9000 South and 4000 West on the Red Line. He noted a bus bridge will be in place while the repairs are underway.

Discussion ensued. A question on whether the repairs will address problems UTA has experienced with crossings on west end of the Red Line 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: Supplement No. 3 to TIGER Stakeholder Agreement for Salt Lake City Folsom Trail TIGER Project (Salt Lake City Corporation). Mary DeLoretto, UTA Chief Service Development Officer, was joined by Heather Bening, UTA Project Manager II. Ms. DeLoretto explained the contract, which increases the project budget for the Folsom Trail project by \$1,369,347 with funds from Salt Lake City Corporation.

Discussion ensued. Questions on the city's ability to acquire property for the trail, features of the trail at the I-15 crossing, and whether the supplemental funds are included in the UTA budget 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.

Service and Fare Approvals.

ECO Pass Agreement (State of Utah). Monica Morton, UTA Fares Director, described the one-year agreement, which allows the State of Utah to purchase and issue discounted monthly transit passes to its employees. Each pass will be billed at the standard ECO monthly pass price of \$89.

Discussion ensued. A question on utilization by state employees was posed by the board and answered by Ms. Morton.

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

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, July 1, 2020 at 9:00 a.m.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to the purchase, exchange, lease, or sale of real property, as well as pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 10:01 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:29 a.m.

Adjournment. The meeting was adjourned by motion in memory of Mayor JoAnn Seghini at 11:30 a.m.

Transcribed by Cathie Griffiths
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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/pm/sitemap/notice/613040.html> for entire content.

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



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: July 1, 2020

SUBJECT: Revised CAD/AVL Software Development Services Contract (Software Technology Group)

AGENDA ITEM TYPE: Consent Agenda

RECOMMENDATION: Approve the revised CAD/AVL Software Development Services agreement (UTA Contract 20-3251-1) with Software Technology Group that incorporates a revision to the contract pricing escalation terms in Exhibit B.

BACKGROUND: This contract was reviewed and approved by the Board of Trustees at the meeting held on June 17, 2020. During the DocuSign routing of the contract for signatures our UTA legal counsel realized that the pricing escalation clause in years' 2 and 3 left the agency open for unanticipated price increases because they were "subject to change" and did not have a "not to exceed" percentage increase.

DISCUSSION:

The current statement in Exhibit B reads:

1. CAD- AVL Programmer	\$120.00 per hour	NTE \$250,000.00 Year 1
2. CAD-AVL Programmer	\$125.20 per hour	NTE \$250,000.00 Year 2
3. CAD-AVL Programmer	\$130.20 per hour	NTE \$250,000.00 Year 3

- Year 2 and 3 rates will be based on the beginning rate of \$120.00 plus a 4% cost of living increase, using Global Insights. The rates above are an estimate and could be subject to change.

The revised statement in Exhibit B reads:

1. CAD- AVL Programmer	\$120.00 per hour	NTE \$250,000.00 Year 1
2. CAD-AVL Programmer	TBD	NTE \$250,000.00 Year 2
3. CAD-AVL Programmer	TBD	NTE \$250,000.00 Year 3

- Years 2 and 3 rates will be based on the beginning rate of \$120.00 plus the Global Market Insights' "Collaboration Software Market" index growth %, not to exceed 4%.

<p>CONTRACT SUMMARY: This section may be removed if the agenda item is not a contract.</p>	Contractor Name: Software Technology Group (STG)	
	Contract Number: 20-03251	Existing Contract Value: \$
	Base Contract Effective Dates: 7/01/2020 – 6/30/2023	Extended Contract Dates:
	Amendment Amount: \$0	New/Total Amount Contract Value: \$750,000
	Procurement Method: RFP	Funding Sources: Local
<p>ALTERNATIVES:</p>	Conduct RFP bid solicitation. This would result in duplication of costs and significant project delays.	
<p>FISCAL IMPACT:</p>	Current 2025 Transit Management System has budget allowance of \$800,000.	
<p>ATTACHMENTS:</p>	1) Contract (with revised Exhibit B)	

UTA CONTRACT NO. UT 20-03251

PROFESSIONAL SERVICES

CAD-AVL PROGRAMMER 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 **SOFTWARE TECHNOLOGY GROUP (STG)**, a Corporation, located at 555 South 300 East, Salt Lake City, UT 84111 (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for CAD-AVL Programmer Services.
- B. 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 until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than June 30, 2023. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the 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).

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 fully be 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 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. 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:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's IT Manager/Contractor's Department Manager	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:

Software Technology Group
555 South 300 East
Salt Lake City, UT 84111

- 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.

SOFTWARE TECHNOLOGY GROUP:

By  _____

Name DaLon Loertscher

Title: Account Manager

UTAH TRANSIT AUTHORITY:

Carolyn M. Gonot
Executive Director

Daniel Harmuth
IT Manager

Approved as to Form and Content

Michael Bell
Assistant Attorney General
UTA Counsel

EXHIBIT A

Scope of Work

UTA CAD/AVL (Computer Aided Dispatching) and MDC (Mobile Data Computer) Software Development

Background and Objective

The Utah Transit Authority uses a custom-developed mobile data computer (MDC) software as the primary interface between the coach operator and various technologies on UTA transit vehicles. UTA also utilizes a custom-developed computer aided dispatching and automated vehicle location system (CAD/AVL) to communicate with MDCs and other peripheral hardware on its fleet of vehicles.

The objective of this task is to find vendors with prior CAD/AVL and mobile data computer software development expertise who can assist UTA with software development. Additionally, UTA is seeking software development firms who have extensive proven and current expertise in the field of software development in transit dispatching, Automated Vehicle Location and transit on-board computer software development.

This software development task will be performed on-site using UTA computer system, on-site mobile development lab, Azure Cloud Services, and existing software tools using Microsoft Visual Studio and third party tools.

Software Development Technology Stacks

UTA uses the following software development technology stacks in CAD/AVL and MDC environments.

CAD/AVL (back office systems):

C#, ASP.Net, MVC, HTML/CSS, TypeScript/JavaScript, AngularJS, BootStrap, SQL, Microsoft SQL Server 2014+, SSIS, SSRS, WebAPI, WCF, XML, SignalR, Azure DevOps

MDC/MCD/MDT (on-board mobile systems):

C#, WinForms, Xamarin, .Net Compact Framework, Windows CE, SQL, Microsoft SQL Server 2014+, SQL CE, SSIS, WebAPI, WCF, XML, Azure DevOps

Tasks:

Task 1:

On site Mobile Data Computer application support and development consisting of greenfield development of new software systems to run on new hardware systems for all UTA vehicles.

Task 2:

On site Computer Aided Dispatching and Automated Vehicle Location application support and development consisting greenfield development of CAD/AVL features (map layers for natural disasters, call/contact trees and notifications, Bus Rapid Transit (BRT) second phase features and enhancement for CAD/AVL including BRT specific simple route/stop pop out display, algorithm enhancements for headway timing calculations, and others as defined in project plan. Development of Account based relational database and related systems.

Schedule

The expected timeline for both tasks is 12 to 24 months with 12 additional months for support.

EXHIBIT B

PRICING

1. CAD- AVL Programmer	\$120.00 per hour	NTE \$250,000.00 Year 1
2. CAD-AVL Programmer	TBD	NTE \$250,000.00 Year 2
3. CAD-AVL Programmer	TBD	NTE \$250,000.00 Year 3

- Years 2 and 3 rates will be based on the beginning rate of \$120.00 plus the Global Market Insights' "Collaboration Software Market" index growth %, not to exceed 4%.



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: July 1, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<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">- COVID-19 Ridership Survey



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

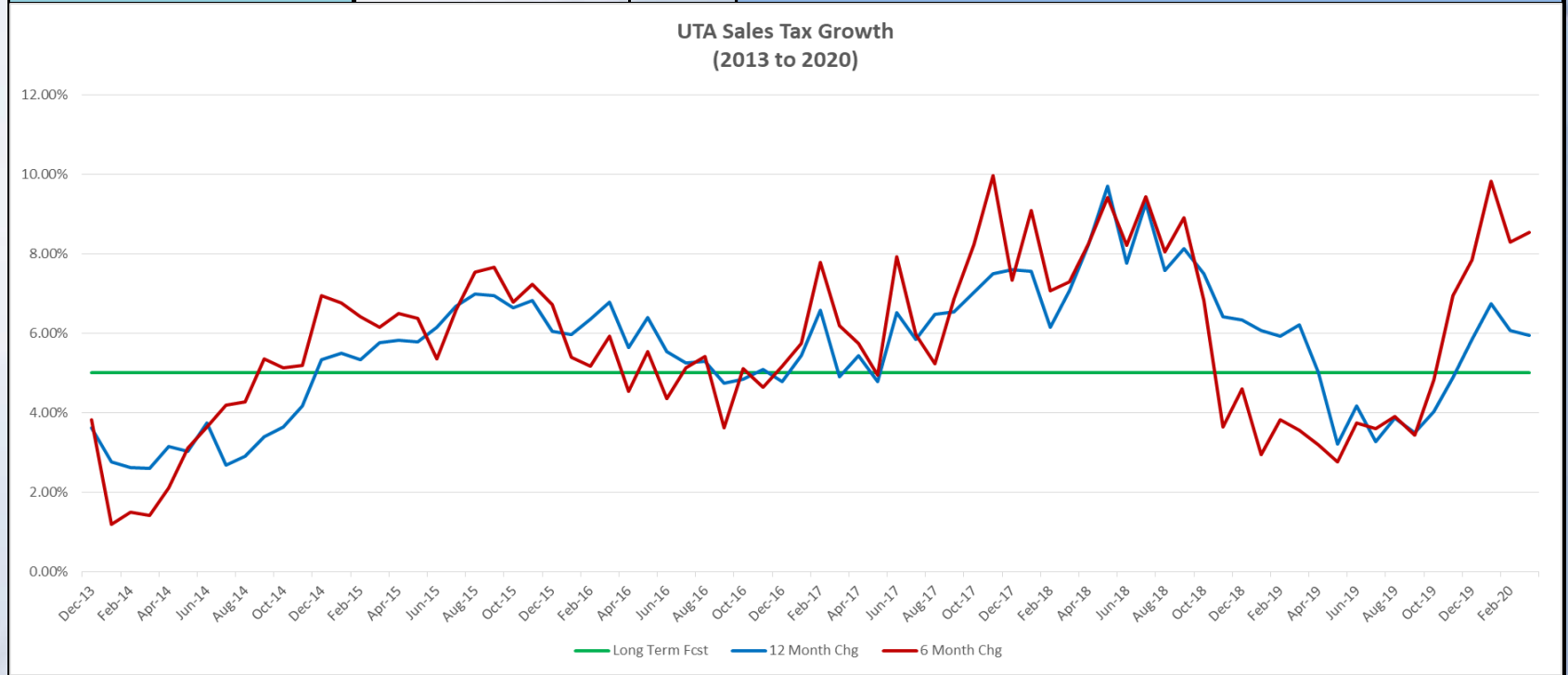
BOARD MEETING DATE: July 1, 2020

SUBJECT:	Financial Report - May 2020
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The May 2020 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the May Monthly Financial Statements.
DISCUSSION:	At the July 1 meeting, the CFO will review the Board Dashboard key items, passenger revenues, sales tax collections, CARES Act funding amounts, and operating expense variances and receive questions from the Board of Trustees.
ATTACHMENTS:	<ul style="list-style-type: none">• May 2020 Board Dashboard• May 2020 Monthly Financial Statements

UTA Board Dashboard

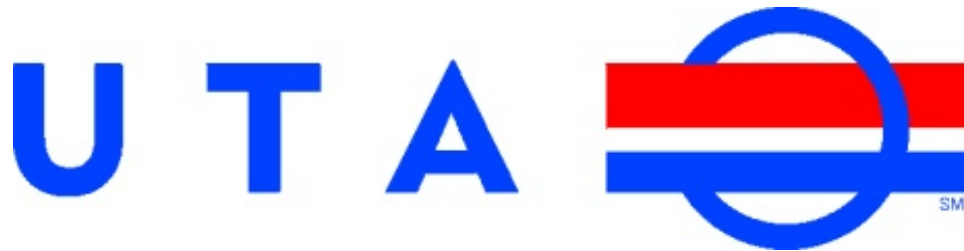
May 2020

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	May Actual	May Budget	(Unfav)	%	YTD Actual	YTD Budget	(Unfav)	%
Sales Tax (Mar '20 mm \$)	\$ 30.4	\$ 31.9	\$ (1.50)	● -4.7%	\$ 80.8	\$ 78.0	\$ 2.78	● 3.6%
Fare Revenue (mm)	\$ 2.5	\$ 4.5	\$ (2.00)	● -44.3%	\$ 16.8	\$ 22.9	\$ (6.09)	● -26.6%
Operating Exp (mm)	\$ 23.4	\$ 25.4	\$ 1.96	● 7.7%	\$ 119.4	\$ 130.2	\$ 10.81	● 8.3%
Subsidy Per Rider (SPR)	\$ 17.07	\$ 5.88	\$ (11.19)	● -190.3%	\$ 8.13	\$ 5.88	\$ (2.25)	● -38.3%
UTA Diesel Price (\$/gal)	\$ 1.10	\$ 2.50	\$ 1.40	● 55.9%	\$ 1.51	\$ 2.50	\$ 0.99	● 39.7%
Operating Metrics	May Actual	May-20	F/(UF)	%	YTD Actual	YTD 2018	F/(UF)	%
Ridership (mm)	1.22	3.55	(2.3)	● -65.5%	12.62	18.38	(5.8)	● -31.4%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.06					



Utah Transit Authority
Financial Statement
(Unaudited)

May 31, 2020



KEY ITEM REPORT
(UNAUDITED)
As of May 31, 2020

EXHIBIT 1-1

	2020 YTD ACTUAL	2020 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 115,777,183	\$ 125,099,919	\$ (9,322,736)	-7%
2 Passenger Revenue	16,774,705	22,867,994	(6,093,289)	-27%
3 Other Revenue	63,229,325	34,964,040	28,265,285	81%
4 Total Revenue	195,781,213	182,931,952	12,849,261	7%
5 Net Operating Expenses	(119,412,001)	(130,220,994)	10,808,993	8%
Net Operating Income (Loss)	76,369,212	52,710,958	23,658,254	45%
6 Debt Service	68,767,501	68,222,598	(544,903)	-1%
7 Other Non-Operating Expenses	1,902,338	2,643,523	741,185	28%
8 Sale of Assets	(72,670)	-	72,670	
9 Contribution to Capital Reserves	\$ 5,772,043	\$ (18,155,163)	\$ 23,927,206	-132%
10 Amortization	(951,125)			
11 Depreciation	56,496,431			
12 Total Non-cash Items	\$ 55,545,306			

GOALS

RIDERSHIP

2019 Actual	May 2020	May 2019	Difference	2020 YTD	2019 YTD	Difference
13 44,239,223	1,224,094	3,545,829	-2,321,734	12,618,768	18,381,201	-5,762,433

OPERATING SUBSIDY PER RIDER -

	SPR
14 Net Operating Expense	\$ 119,412,001
15 Less: Passenger Revenue	- (16,774,705)
16 Subtotal	102,637,296
17 Divided by: Ridership	÷ 12,618,768
18 Subsidy per Rider	<u>\$ 8.13</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of May 31, 2020

BALANCE SHEET

	<u>5/31/2020</u>	<u>5/31/2019</u>
CURRENT ASSETS		
1 Cash	\$ 10,256,957	\$ 10,550,546
2 Investments (Unrestricted)	116,901,178	94,445,622
3 Investments (Restricted)	211,787,903	156,918,010
4 Receivables	46,675,646	49,159,084
5 Receivables - Federal Grants	44,328,257	24,957,619
6 Inventories	37,050,299	37,176,735
7 Prepaid Expenses	714,422	1,770,516
8 TOTAL CURRENT ASSETS	<u>\$ 467,714,662</u>	<u>\$ 374,978,132</u>
9 Property, Plant & Equipment (Net)	2,906,977,045	3,043,297,451
10 Other Assets	153,371,238	148,395,895
11 TOTAL ASSETS	<u>\$ 3,528,062,945</u>	<u>\$ 3,566,671,478</u>
12 Current Liabilities	45,021,234	31,402,830
13 Other Liabilities	54,625,959	68,859,485
14 Net Pension Liability	103,864,839	131,548,114
15 Outstanding Debt	2,481,127,468	2,413,690,857
16 Equity	843,423,445	921,170,192
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,528,062,945</u>	<u>\$ 3,566,671,478</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	33,316,079	33,437,500
19 2018 Bond Proceeds	25,948,151	41,617,585
20 2019 Bond Proceeds	70,392,395	
21 Debt Service Interest Payable	63,818,458	59,682,625
22 Box Elder County ROW (sales tax)	6,779,585	7,081,940
23 Joint Insurance Trust	6,993,479	4,279,686
24 Davis County Escrow	1,146,382	1,210,102
25 SL County Escrow	207,216	-
26 Amounts held in escrow	3,186,158	1,797,083
27 TOTAL RESTRICTED RESERVES	<u>\$ 211,787,903</u>	<u>\$ 149,106,521</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
28 General Reserves	\$ 57,600,000	\$ 36,660,000
29 Service Sustainability Reserves	9,600,000	15,272,000
30 Capital Reserve	18,750,000	10,700,000
31 Debt Reduction Reserve	30,000,000	53,373,497
32 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 115,950,000</u>	<u>\$ 116,005,497</u>
33 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 327,737,903</u>	<u>\$ 265,112,018</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of May 31, 2020

REVENUE & EXPENSES

	ACTUAL May-20	ACTUAL May-19	YTD 2020	YTD 2019
REVENUE				
1 Passenger Revenue	\$ 2,517,334	\$ 4,431,168	\$ 16,774,705	\$ 22,235,032
2 Advertising Revenue	208,334	204,166	1,041,667	1,020,833
3 Investment Revenue	341,415	633,034	1,934,542	2,565,408
4 Sales Tax	19,284,419	21,064,364	115,777,183	112,948,778
5 Other Revenue	775,981	4,364,257	3,496,446	5,200,055
6 Fed Operations/Preventative Maint.	18,139,679	4,933,257	56,756,670	25,149,123
7 TOTAL REVENUE	\$ 41,267,162	\$ 35,630,246	\$ 195,781,213	\$ 169,119,229
OPERATING EXPENSE				
8 Bus Service	\$ 8,274,855	\$ 8,746,758	\$ 43,791,189	\$ 42,030,687
9 Commuter Rail	1,702,211	2,326,238	9,301,091	9,865,707
10 Light Rail	3,465,299	3,393,150	15,405,578	15,985,257
11 Maintenance of Way	1,472,523	1,376,198	7,738,825	7,132,493
12 Paratransit Service	1,835,190	1,634,515	9,215,775	9,037,046
13 RideShare/Van Pool Services	153,373	210,205	1,088,115	1,214,165
14 Operations Support	3,900,007	4,062,263	19,777,969	19,844,266
15 Administration	2,610,521	2,423,497	13,093,459	12,209,913
16 TOTAL OPERATING EXPENSE	\$ 23,413,979	\$ 24,172,824	\$ 119,412,001	\$ 117,319,534
17 NET OPERATING INCOME (LOSS)	\$ 17,853,183	\$ 11,457,422	\$ 76,369,212	\$ 51,799,695
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 351,728	\$ 362,793	\$ 1,902,338	\$ 1,845,782
19 Bond Principal	2,160,000	1,176,235	23,540,000	13,022,006
20 Bond Interest	8,111,903	7,964,237	39,827,778	39,821,186
21 Bond Interest UTCT	166,164	7,964,237	828,661	
22 Bond Cost of Issuance/Fees	-	27,200	895,073	36,700
23 Lease Cost	755,445	659,300	3,675,989	3,318,164
24 Sale of Assets	-	(8,574)	(72,670)	(904,668)
25 TOTAL NON-OPERATING EXPENSE	\$ 11,545,240	\$ 10,181,191	\$ 70,597,169	\$ 57,139,170
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 6,307,943	\$ 1,276,231	\$ 5,772,043	\$ (5,339,475)
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,186)	(1,285,887)	(3,296,935)	(6,429,435)
28 Bond Refunding Cost Amortization	274,239	682,154	2,007,929	3,410,768
29 Future Revenue Cost Amortization	67,576	67,576	337,881	337,881
30 Depreciation	11,167,610	11,700,120	56,496,431	57,773,324
31 NET OTHER EXPENSES (NON-CASH)	\$ 11,124,239	\$ 11,163,963	\$ 55,545,306	\$ 55,092,538

ACTUAL REPORT
(UNAUDITED)
As of May 31, 2020

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	May-20	May-20	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 2,517,334	\$ 4,517,137	\$ (1,999,803)	-44%
2 Advertising Revenue	208,334	209,154	(820)	0%
3 Investment Revenue	341,415	685,855	(344,440)	-50%
4 Sales Tax	19,284,419	23,353,935	(4,069,516)	-17%
5 Other Revenue	775,981	704,722	71,259	10%
6 Fed Operations/Preventative Maint.	18,139,679	5,710,432	12,429,247	218%
7 TOTAL REVENUE	<u>\$ 41,267,162</u>	<u>\$ 35,181,236</u>	<u>\$ 6,085,926</u>	17%
OPERATING EXPENSE				
8 Bus Service	\$ 8,274,855	\$ 8,915,757	\$ 640,902	7%
9 Commuter Rail	1,702,211	2,150,533	448,322	21%
10 Light Rail	3,465,299	3,174,961	(290,338)	-9%
11 Maintenance of Way	1,472,523	1,535,740	63,217	4%
12 Paratransit Service	1,835,190	2,012,870	177,680	9%
13 RideShare/Van Pool Services	153,373	274,840	121,467	44%
14 Operations Support	3,900,007	4,188,463	288,456	7%
15 Administration	2,610,521	3,123,285	512,764	16%
16 TOTAL OPERATING EXPENSE	<u>\$ 23,413,979</u>	<u>\$ 25,376,449</u>	<u>\$ 1,962,470</u>	8%
17 NET OPERATING INCOME (LOSS)	<u>\$ 17,853,183</u>	<u>\$ 9,804,787</u>	<u>\$ 8,048,396</u>	82%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 351,728	\$ 550,822	\$ 199,094	36%
19 Bond Principal	2,160,000	2,160,000	-	0%
20 Bond Interest	8,111,903	8,111,753	(150)	0%
21 Bond Interest UTCT	166,164	166,776	612	0%
22 Bond Cost of Issuance/Fees	-	11,600	11,600	100%
23 Lease Cost	755,445	790,300	34,855	4%
24 Sale of Assets	-	-	-	
25 TOTAL NON-OPERATING EXPENSE	<u>\$ 11,545,240</u>	<u>\$ 11,791,251</u>	<u>\$ 246,011</u>	2%
26 CONTRIBUTION TO CAPITAL RESERVES	<u>\$ 6,307,943</u>	<u>\$ (1,986,465)</u>	<u>\$ 8,294,408</u>	418%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(385,186)			
28 Bond Refunding Cost Amortization	274,239			
29 Future Revenue Cost Amortization	67,576			
30 Depreciation	11,167,610			
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 11,124,239</u>			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of May 31, 2020

YEAR TO DATE

	ACTUAL May-20	BUDGET May-20	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 16,774,705	\$ 22,867,994	\$ (6,093,289)	-27%
2 Advertising Revenue	1,041,667	1,045,770	(4,103)	0%
3 Investment Revenue	1,934,542	2,779,469	(844,927)	-30%
4 Sales Tax	115,777,183	125,099,919	(9,322,736)	-7%
5 Other Revenue	3,496,446	3,519,167	(22,721)	-1%
6 Fed Operations/Preventative Maint.	56,756,670	27,619,634	29,137,036	105%
7 TOTAL REVENUE	\$ 195,781,213	\$ 182,931,952	\$ 12,849,261	7%
OPERATING EXPENSE				
8 Bus Service	\$ 43,791,189	\$ 45,669,973	\$ 1,878,784	4%
9 Commuter Rail	9,301,091	10,820,931	1,519,840	14%
10 Light Rail	15,405,578	15,896,842	491,264	3%
11 Maintenance of Way	7,738,825	7,742,747	3,922	0%
12 Paratransit Service	9,215,775	10,319,355	1,103,580	11%
13 RideShare/Van Pool Services	1,088,115	1,374,200	286,085	21%
14 Operations Support	19,777,969	21,008,196	1,230,227	6%
15 Administration	13,093,459	17,388,750	4,295,291	25%
16 TOTAL OPERATING EXPENSE	\$ 119,412,001	\$ 130,220,994	\$ 10,808,993	8%
17 NET OPERATING INCOME (LOSS)	\$ 76,369,212	\$ 52,710,958	\$ 23,658,254	45%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 1,902,338	\$ 2,643,523	\$ 741,185	28%
19 Bond Principal	23,540,000	23,540,000	-	0%
20 Bond Interest	39,827,778	39,827,629	(149)	0%
21 Bond Interest UTCT	828,661	867,270	38,609	4%
22 Bond Cost of Issuance/Fees	895,073	36,200	(858,873)	-2373%
23 Lease Cost	3,675,989	3,951,499	275,510	7%
24 Sale of Assets	(72,670)	-	72,670	
25 TOTAL NON-OPERATING EXPENSE	\$ 70,597,169	\$ 70,829,921	\$ 232,752	0%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 5,772,043	\$ (18,118,963)	\$ 23,891,006	132%
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(3,296,935)			
28 Bond Refunding Cost Amortization	2,007,929			
29 Future Revenue Cost Amortization	337,881			
30 Depreciation	56,496,431			
31 NET OTHER EXPENSES (NON-CASH)	\$ 55,545,306			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5A

As of May 31, 2020

YEAR TO DATE

	ACTUAL May-20	BUDGET May-20	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 993,820	\$ 1,222,882	\$ 229,062	19%
2 Chief Communications and Marketing Officer	3,100,276	4,469,856	1,369,580	31%
3 Chief Finance Officer	5,127,600	5,588,582	460,982	8%
4 Chief Operating Officer	98,558,419	104,234,053	5,675,634	5%
5 Chief People Officer	2,731,141	3,364,505	633,364	19%
6 Chief Service Development Officer	2,288,244	3,088,733	800,489	26%
7 Executive Director	8,514,839	10,895,906	2,381,067	22%
8 TOTAL OPERATING EXPENSE	\$ 121,314,339	\$ 132,864,518	\$ 11,550,179	9%
9 Total Operating Expense (Exhibit 1-5, line 16)	119,412,001	130,220,994		
10 Planning & Development (Exhibit 1-5, line 18)	1,902,338	2,643,523		
11 TOTAL EXHIBIT 1-5	121,314,339	132,864,518		

CAPITAL PROJECTS
(UNAUDITED)
As of May 31, 2020

EXHIBIT 1-6

	2020 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 1,330,049	\$ 32,041,871	4.2%
2 INFORMATION TECHNOLOGY	629,010	6,531,838	9.6%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	266,535	2,750,000	9.7%
4 CAPITAL PROJECTS	6,146,874	38,347,444	16.0%
5 AIRPORT STATION RELOCATION	1,062,632	13,000,000	8.2%
6 STATE OF GOOD REPAIR	5,276,578	18,574,194	28.4%
7 DEPOT DISTRICT	1,333,173	40,936,916	3.3%
8 OGDEN/WEBER STATE BRT	2,753,890	28,197,076	9.8%
9 TIGER	967,793	11,169,660	8.7%
10 TOTAL	<u>\$ 19,766,534</u>	<u>\$ 191,548,999</u>	10.3%
REVENUES			
11 GRANT	\$ 3,519,342	\$ 39,362,901	8.9%
12 STATE CONTRIBUTION	1,250,000	3,700,000	33.8%
13 LEASES (PAID TO DATE)	2,229,756	30,340,470	7.3%
14 BONDS	3,050,986	61,611,076	5.0%
15 LOCAL PARTNERS	517,781	13,415,957	3.9%
16 UTA FUNDING	9,198,669	43,118,595	21.3%
17 TOTAL	<u>\$ 19,766,534</u>	<u>\$ 191,548,999</u>	10.3%

As of May 31, 2020

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	May-20	May-19	2020	2019
UTA				
Fully Allocated Costs	23,413,979	24,172,824	119,412,001	117,319,533
Passenger Farebox Revenue	2,517,333	4,431,038	16,774,705	22,234,772
Passengers	1,224,094	3,545,829	12,618,768	18,381,201
Farebox Recovery Ratio	10.8%	18.3%	14.0%	19.0%
Actual Subsidy per Rider	\$17.07	\$5.57	\$8.13	\$5.17
BUS SERVICE				
Fully Allocated Costs	11,118,365	11,585,116	58,138,438	56,138,282
Passenger Farebox Revenue	1,194,148	1,727,194	7,674,581	8,663,420
Passengers	657,126	1,629,106	6,238,358	8,529,672
Farebox Recovery Ratio	10.7%	14.9%	13.2%	15.4%
Actual Subsidy per Rider	\$15.10	\$6.05	\$8.09	\$5.57
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,904,858	6,732,932	32,931,111	32,744,021
Passenger Farebox Revenue	667,813	1,155,920	4,474,533	5,769,939
Passengers	435,476	1,323,538	4,528,639	6,906,953
Farebox Recovery Ratio	9.7%	17.2%	13.6%	17.6%
Actual Subsidy per Rider	\$14.32	\$4.21	\$6.28	\$3.91
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,023,398	3,633,385	16,125,059	16,409,481
Passenger Farebox Revenue	328,794	924,874	2,891,795	4,237,394
Passengers	67,793	425,937	1,220,924	2,130,710
Farebox Recovery Ratio	10.9%	25.5%	17.9%	25.8%
Actual Subsidy per Rider	\$39.75	\$6.36	\$10.84	\$5.71
PARATRANSIT				
Fully Allocated Costs	2,013,929	1,819,677	10,120,824	9,970,960
Passenger Farebox Revenue	33,846	286,236	144,504	1,863,441
Passengers	18,809	69,932	212,730	338,818
Farebox Recovery Ratio	1.7%	15.7%	1.4%	18.7%
Actual Subsidy per Rider	\$105.27	\$21.93	\$46.90	\$23.93
RIDESHARE				
Fully Allocated Costs	353,428	401,713	2,096,569	2,056,789
Passenger Farebox Revenue	292,733	336,814	1,589,292	1,700,578
Passengers	44,891	97,316	418,117	475,049
Farebox Recovery Ratio	82.8%	83.8%	75.8%	82.7%
Actual Subsidy per Rider	\$1.35	\$0.67	\$1.21	\$0.75

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-20	May-19	2020	2019
FULLY ALLOCATED COSTS				
Bus Service	\$11,118,365	\$11,585,116	\$58,138,438	\$56,138,282
Light Rail Service	\$6,904,858	\$6,732,932	\$32,931,111	\$32,744,021
Commuter Rail Service	\$3,023,398	\$3,633,385	\$16,125,059	\$16,409,481
Paratransit	\$2,013,929	\$1,819,677	\$10,120,824	\$9,970,960
Rideshare	\$353,428	\$401,713	\$2,096,569	\$2,056,789
UTA	\$23,413,979	\$24,172,824	\$119,412,001	\$117,319,533
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,194,148	\$1,727,194	\$7,674,581	\$8,663,420
Light Rail Service	\$667,813	\$1,155,920	\$4,474,533	\$5,769,939
Commuter Rail Service	\$328,794	\$924,874	\$2,891,795	\$4,237,394
Paratransit	\$33,846	\$286,236	\$144,504	\$1,863,441
Rideshare	\$292,733	\$336,814	\$1,589,292	\$1,700,578
UTA	\$2,517,333	\$4,431,038	\$16,774,705	\$22,234,772
PASSENGERS				
Bus Service	657,126	1,629,106	6,238,358	8,529,672
Light Rail Service	435,476	1,323,538	4,528,639	6,906,953
Commuter Rail Service	67,793	425,937	1,220,924	2,130,710
Paratransit	18,809	69,932	212,730	338,818
Rideshare	44,891	97,316	418,117	475,049
UTA	1,224,094	3,545,829	12,618,768	18,381,201
FAREBOX RECOVERY RATIO				
Bus Service	10.7%	14.9%	13.2%	15.4%
Light Rail Service	9.7%	17.2%	13.6%	17.6%
Commuter Rail Service	10.9%	25.5%	17.9%	25.8%
Paratransit	1.7%	15.7%	1.4%	18.7%
Rideshare	82.8%	83.8%	75.8%	82.7%
UTA	10.8%	18.3%	14.0%	19.0%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$15.10	\$6.05	\$8.09	\$5.57
Light Rail Service	\$14.32	\$4.21	\$6.28	\$3.91
Commuter Rail Service	\$39.75	\$6.36	\$10.84	\$5.71
Paratransit	\$105.27	\$21.93	\$46.90	\$23.93
Rideshare	\$1.35	\$0.67	\$1.21	\$0.75
UTA	\$17.07	\$5.57	\$8.13	\$5.17

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of May 31, 2020

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 44,328,257	\$ 44,328,257	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	37,718,549	37,718,549	-	-	-	-
3 Warranty Recovery	1,014,740	1,014,740	-	-	-	-
4 Product Sales and Development	548,139	414,239	83,732	13,796	30,352	6,020
5 Pass Sales	212,779	135,932	(65,759)	12,729	18,136	111,741
6 Property Management	133,905	59,072	30,222	100	22,104	22,407
7 Vanpool/Rideshare	150,315	34,911	(1,574)	13,073	25,963	77,942
8 Capital Development Agreements	926,283	6,674	919,250	-	-	359
9 Mobility Management	100	-	-	-	-	100
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	5,959,586	5,959,586	-	-	-	-
12 Total	\$ 91,003,903	\$ 89,683,210	\$ 965,871	\$ 39,698	\$ 96,555	\$ 218,569

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	75.6%	15.3%	2.5%	5.5%	1.1%	
17 Pass Sales	63.9%	-30.9%	6.0%	8.5%	52.5%	
18 Property Management	44.1%	22.6%	0.1%	16.5%	16.7%	
19 Vanpool/Rideshare	23.2%	-1.0%	8.7%	17.3%	51.9%	
20 Capital Development Agreements	0.7%	99.2%	0.0%	0.0%	0.0%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	98.5%	1.1%	0.0%	0.1%	0.2%	

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ Build American Bond Tax Credits

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM MAY 1, 2020 THROUGH MAY 31, 2020
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
14-1109TH ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	883963	5/7/2020	246,064.70
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	883964	5/7/2020	411,257.51
R2018-05-09		ROCKY MOUNTAIN POWER	353137	5/14/2020	248,179.39
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	353138	5/14/2020	293,547.78
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	353219	5/21/2020	344,844.52
18-02925BM OGDEN - WSU BRT FINAL DESIGN	8/1/2019	JACOBS ENGINEERING	353220	5/21/2020	879,036.77
15-1406JH SD100 and 160 EHU & BRAKE CALIPER KITS	5/11/2016	SIEMENS MOBILITY, INC.	884048	5/21/2020	200,986.50



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: July 1, 2020

SUBJECT:	R2020-07-01 – Resolution Appointing Ronald S. Ellis as Director of Internal Audit
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-07-01 appointing Ronald S. Ellis as Director of Internal Audit and an Officer of the Board of Trustees.
BACKGROUND:	<p>The Utah Public Transit District Act (§17B-2a-810) requires UTA’s Board of Trustees to appoint an internal auditor who is a licensed Certified Internal Auditor (CIA) or certified public accountant with at least five years’ experience in the auditing or public accounting profession. The Authority’s Internal Auditor also serves as an Officer of the Board of Trustees.</p> <p>Riana de Villiers has served as UTA’s Internal Auditor since December 2016 and has resigned effective June 30, 2020 to relocate out of state.</p>
DISCUSSION:	Ronald S. Ellis was selected through a recruitment process as a qualified candidate to fill this position. Mr. Ellis is a CIA, Certified Fraud Examiner (CFA), and a Certified Information Systems Auditor (CISA) with nineteen (19) years’ experience in the auditing profession.
ALTERNATIVES:	State statute requires the Board to appoint an Internal Auditor.
FISCAL IMPACT:	Compensation for district officers and administrative employees was authorized in Resolution R2020-02-02 Amended, and the position has been budgeted for within UTA’s 2020 Operational Budget.
ATTACHMENTS:	<ul style="list-style-type: none">Resolution R2020-07-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPOINTING RONALD S. ELLIS AS DIRECTOR OF INTERNAL AUDIT**

R2020-07-01

July 1, 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, the Act requires that the Authority's Board of Trustees (the "Board") appoint an internal auditor who is a licensed certified internal auditor or certified public accountant with at least five years' experience in the auditing or public accounting profession, or the equivalent; and

WHEREAS, Ronald S. Ellis is a Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), and Certified Information Systems Auditor (CISA) with twenty-five (25) years of experience in the auditing profession, meeting the requirements of the Act; and

WHEREAS, the Board values the experience and skills of Mr. Ellis, and has identified Mr. Ellis to be qualified to serve as Director of Internal Audit of the Authority; and

WHEREAS, the Board has set by Resolution R2020-02-02 (Amended) the compensation for district officers and administrative employees.

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

1. That the Board hereby appoints Ronald S. Ellis as the Authority's Director of Internal Audit and Officer of the Board of Trustees.
2. That the Board hereby authorizes that Mr. Ellis take the oath of office specified in the Utah Constitution, Article IV, Section 10, and the Act.
3. That the Board hereby rescinds the prior appointment of Riana de Villiers as the Authority's Director of Internal Audit in Resolution R2020-02-02 (Amended) and Resolution R2016-12-05.
4. That the Board officially thanks Riana de Villiers for her years of service to the Authority.
5. That the Chair and the Executive Director are authorized and empowered to take or direct such other actions as may be reasonably necessary to give effect to the employment of Mr. Ellis.

6. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel that were necessary or appropriate to these actions.
7. That this Resolution stay in full force and effect unless amended or rescinded by further action of the Board of Trustees.
8. That the corporate seal be attached hereto.

Approved and adopted this 1st day of July, 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: D. Eddy Cumins, Chief Operating Officer
PRESENTER(S): D. Eddy Cumins, Chief Operating Officer
Bryan Sawyer, Manager, Technical Services & Quality Assurance

BOARD MEETING DATE: July 1, 2020

SUBJECT:	Light Rail Traffic Signal Interface Extension (Pinetop Engineering LLC)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve award and authorize the Executive Director to execute second-year option of contract and associated disbursements with Pinetop Engineering LLC
BACKGROUND:	<p>In 2015, UTA executed a four-year contract with Pinetop Engineering to provide programming and maintenance of the UTA portion of the traffic signal interface for the light rail system. One section of the original agreement specified a five-year contract with five one-year options, but the baseline dates (July 2015 to July 2019) is only four years. As a result, the original four-year contract plus five one-year options makes this a nine-year contract. The total amount of the contract was \$585,000 which included the original four-year contract plus five, one-year options. Each year of the contract was set at a not to exceed amount of \$65,000. The first one-year option was exercised in July 2019. This request is for the second one-year option. Staff plans to issue a new RFP for this requirement in January 2021.</p> <p>The contract was competitively bid in 2015 and was awarded on the basis of pricing.</p>
DISCUSSION:	<p>UTA Staff is requesting approval of the second-year option of the contract with Pinetop Engineering LLC for light rail traffic signal interface programming and maintenance in the amount of \$65,000. The work contracted to Pinetop Engineering is safety critical and not work that can be performed by the UTA MOW Department. The UTA Transit Signal Priority (TSP) system includes components of more than 100 traffic signals that interface with the light rail system. Work is performed and scheduled on an on-call basis and coordinated through the UTA project manager (Bryan Sawyer, Manager, Technical Services & Quality Assurance, or his delegate).</p> <p>Work includes – <i>but is not limited to</i> the following:</p> <ul style="list-style-type: none">• Transit Signal Priority (TSP) support for all elements of the Advanced Traffic Management System.

	<ul style="list-style-type: none"> • Coordination with UDOT and other local governmental entities regarding the TSP system • Integration of new signals, communication, and other elements required for the TSP system. <p>Maintenance activities associated with the existing contract include all safety features related to train/traffic interface and all programming related to UTA. This includes all preventive maintenance as well as emergency call-outs.</p>										
CONTRACT SUMMARY:	<table border="1"> <tr> <td colspan="2" data-bbox="402 541 1000 621">Contractor Name: PineTop Engineering, LLC</td> </tr> <tr> <td data-bbox="402 621 1000 701">Contract Number: 15-1219TP</td> <td data-bbox="1000 621 1565 701">Existing Contract Value: \$325,000.00</td> </tr> <tr> <td data-bbox="402 701 1000 821">Base Contract Effective Dates: 7/23/15 – 7/1/19 + 7/1/19-7/1/2020 ext.</td> <td data-bbox="1000 701 1565 821">Extended Contract Dates: 7/1/2020 - 7/1/2021</td> </tr> <tr> <td data-bbox="402 821 1000 940">Amendment Amount: \$65,000.00</td> <td data-bbox="1000 821 1565 940">New/Total Amount Contract Value: \$390,000</td> </tr> <tr> <td data-bbox="402 940 1000 1016">Procurement Method: RFP (Pricing)</td> <td data-bbox="1000 940 1565 1016">Funding Sources: Local</td> </tr> </table>	Contractor Name: PineTop Engineering, LLC		Contract Number: 15-1219TP	Existing Contract Value: \$325,000.00	Base Contract Effective Dates: 7/23/15 – 7/1/19 + 7/1/19-7/1/2020 ext.	Extended Contract Dates: 7/1/2020 - 7/1/2021	Amendment Amount: \$65,000.00	New/Total Amount Contract Value: \$390,000	Procurement Method: RFP (Pricing)	Funding Sources: Local
Contractor Name: PineTop Engineering, LLC											
Contract Number: 15-1219TP	Existing Contract Value: \$325,000.00										
Base Contract Effective Dates: 7/23/15 – 7/1/19 + 7/1/19-7/1/2020 ext.	Extended Contract Dates: 7/1/2020 - 7/1/2021										
Amendment Amount: \$65,000.00	New/Total Amount Contract Value: \$390,000										
Procurement Method: RFP (Pricing)	Funding Sources: Local										
ALTERNATIVES:	This is a safety critical function of the Light Rail System; there are no UTA personnel with an appropriate skill set to perform this work.										
FISCAL IMPACT:	The requested \$65,000 is in the current operating budget (4800)										
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Amendment/ Option #2 2) Original Contract_signed 3) Amendment/Option #1_signed 										

**EXERCISE OF OPTION TWO
TO CONTRACT 15-1219TP**

This Exercise of Option Two to Contract Agreement is hereby entered this _____ of _____ 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district under the laws of the State of Utah, (hereinafter "UTA") and PINETOP ENGINEERS, (hereinafter "Contractor").

RECITALS

WHEREAS, on July 23, 2015 UTA entered into a contract to provide professional services for general installation and replacement of components for and on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system and traffic signal interface; and

WHEREAS, UTA requires the exercise of Option Year 2; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

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

1. Term: The contract is extended for a period of one (1) year so as to provide for the completion of all work no later than July 1, 2021.
2. Compensation and Fees: The Not-to-Exceed work scope budget shall be increased by \$65,000, for a total project amount of \$390,000.00.
3. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

PINETOP ENGINEERING:

UTAH TRANSIT AUTHORITY:

Mike Wright
Title: Owner
Date: _____

Carolyn Gonot
Executive Director
Date: _____

D. Eddy Cumins
Chief Operating Officer
Date: _____

Approved as to Form and Content:

Mike Bell
Legal Counsel for UTA
Date: _____

CONTRACT Number: 15-1219TP

For

Light Rail Transit Signal Priority Programming, Design, and Installation

PROFESSIONAL SERVICES

This Professional Services Contract ("Contract") is dated July 23, 2015 is between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah, ("UTA"), and PineTop Engineering, LLC, a Utah-based Limited Liability Corporation located at PO Box 808, Ogden, Utah 84402-0808 ("Consultant.")

RECITALS

A. UTA desires to hire professional services for general installation and replacement of components for and on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system and traffic signal interface.

B. On May 10, 2015, UTA issued Request for Proposal Package Number 15-1219TP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

D. Consultant is qualified and willing to perform the Work set forth in the Scope of Services attached as Exhibit A (the "Work").

AGREEMENT

Accordingly, the parties agree as follows:

**ARTICLE 1.0
Definitions**

As used throughout this Contract, the following terms shall have the meaning set forth:

- 1.1 The Term "UTA's Project Manager" shall mean Jeff LaMora, or his/her successor as appointed or designated in writing by UTA.
- 1.2 The term "Change Order" shall mean written modification to the Contract, the form of which shall be prescribed by UTA, by which the parties shall mutually agree and execute any addition, deletion, or variation in the Work covered by the Contract as described in

the Scope of Services, including, but not limited to, any increase or decrease in the monies to be paid under this Contract, any change in the deliverables, any material change in the method, manner or scope of the work.

- 1.3 The term "Scope of Services" shall mean the services described in Exhibit "A" attached hereto and incorporated herein.
- 1.4 The term "Work" shall mean the undertaking and completion of the services described in the Scope of Services, or as may be amended in writing by the parties hereto.
- 1.5 The term "Consultant's Principal-In-Charge" shall mean Michael Wright or his/her successor as appointed or designated in writing by the Consultant.
- 1.6 The term "Consultant's Project Manager" means Michael Wright, or his/her successor as appointed or designated in writing by the Consultant.
- 1.7 The term "Work Scope Budget" means the budget for the Work, a copy of which is attached as Exhibit "B" and incorporated herein.

ARTICLE 2.0

Description of Services

- 2.1 Consultant shall provide all the necessary labor, material, and incidentals to perform the Work as described in the Scope of Services.
- 2.2 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.
- 2.3 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work for UTA.
- 2.4 UTA's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Consultant hereunder until the completion or termination of this Contract.
- 2.5 Consultant's Project Manager will also be the day-to-day contact person for Consultant, working under the supervision of the UTA's Project Manager, and will be responsible for coordination of the Work.
- 2.6 UTA's Project Manager will represent UTA and be responsible to see that the Work is completed on time, and shall act as the liaison between UTA and the Consultant.
- 2.7 No activity that materially changes this Contract, including but not limited to the Scope of Services, any schedule of performance, any deliverables, and/or any other attachments/exhibits, shall be implemented without a written "Change Order" issued by UTA. Any costs incurred by Consultant without proper contractual authorization

through a written "Change Order" shall be considered non-reimbursable costs.

- 2.8 At the sole discretion of UTA, and subject to the written approval of the Consultant, UTA may amend the Scope of Services to provide that Consultant perform certain professional services for the Project which are not currently defined in the Scope of Services.

ARTICLE 3.0

Period of Service

- 3.1 The effective date of this Contract is the date on which it becomes fully executed. The Contract shall expire when the Work is completed, as determined by UTA, but no later than July 1, 2019. The contract may be extended if the Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 4.0

Consideration

- 4.1 For the performance of the Work, UTA shall reimburse the Consultant, on no more often than a monthly basis, for costs, charges, and expenses (including any applicable subcontracting costs) incurred by Consultant in the performance of the Work. UTA will not reimburse the Consultant for costs that are not allowable under 48 CFR 31.603.
- 4.2 UTA shall pay the Consultant the fixed fee specified on Exhibit B for performing the Work, in accordance with the milestones set forth on Exhibit B. After payment of 85 percent of the fixed fee, UTA may withhold further payment of fee until a reserve is set aside in an amount that UTA considers necessary to protect UTA's interest. Upon final completion of the Work and close-out of the Contract, UTA shall pay any remaining reserved fee to the Consultant
- 4.2 Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the estimated cost of this Contract, as set forth on Exhibit B (the "Not to Exceed Amount"), nor shall UTA be obligated to reimburse Consultant for costs or make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

ARTICLE 5.0

Reporting Requirements

- 5.1 It is agreed that the Consultant shall deliver progress reports and other deliverables as specified in Exhibit "A".

ARTICLE 6.0 Contract Changes

- 6.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the contract, including but not necessarily limited to, changes:
- A. In the Scope of Services identified in Exhibit A,
 - B. In the method or manner of performance of the Work; or
 - C. In directing acceleration or deceleration in the performance of the Work.
- 6.2 Any other written or oral order from UTA's Project Manager, or designee, that causes a material and substantial change in the Work shall be treated as a Change Order under this article only if the Consultant gives UTA's Project Manager or designee written notice stating (1) the date, circumstances, and source of the change in Work and (2) that the Consultant regards the change in Work as a Change Order. The Consultant must assert its right to an adjustment under this article within thirty (30) days after receipt of an order materially and substantially changing the Work.
- 6.3 If any Change Order under this article causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the Work under this contract, UTA's Project Manager or designee shall make an equitable adjustment to compensate the Consultant for the additional costs or time, and modify the Contract in writing.

ARTICLE 7.0 Invoicing Procedures and Records

- 7.1 At the end of each month the Consultant shall submit invoices to UTA's Project Manager for processing and payment in the form specified by UTA. The amount invoiced shall cover costs incurred by Consultant in performance of the Work during the preceding accounting period, and a portion of the fixed fee as set forth in Exhibit B. Supporting documentation for all costs contained in the invoice will be submitted with each invoice. UTA shall have the right to disapprove specific elements of each invoice. UTA shall provide, in writing, such disapproval to the Consultant within ten (10) working days of invoice submittal. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing within ten (10) working days after receipt shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

- 7.2 The Consultant shall maintain a time sheet showing standard payroll rates, and other cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of UTA, written data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all subcontractors at any tier utilized in the performance of this Work.

ARTICLE 8.0 Ownership of Materials

- 8.1 All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by the Consultant as a part of its Work under this Contract, hereinafter referred to as data and materials, (with the exception of any intellectual property contained therein that is owned or created by Consultant prior to the effective date of this Contract) are the property of UTA and upon completion of this Contract, or upon the termination or cancellation of this Contract, shall be delivered to UTA prior to final payment. All other materials provided to Consultant by UTA to perform this Contract shall be retained by UTA at completion, termination, or cancellation. UTA may reuse or alter any of Consultant's Work, data and materials. In the event UTA chooses to reuse or alter any of the Consultant's work, UTA will hold the Consultant harmless from any liability or damages resulting from UTA's alteration of Consultant Work.

ARTICLE 9.0 Subcontracts

- 9.1 The Consultant shall give advance written notification to UTA of any proposed consulting agreement or subcontract negotiated in participation of this Contract. UTA shall have the right to approve all subcontract agreements and consulting agreements, including any change or amendments to any subcontract or consulting agreement.
- 9.2 No change, removal or substitution shall be made in any of the contracted subconsultants without the prior written approval of UTA.
- 9.3 UTA shall have no liability to any subcontractor for payment for services under this Contract or other Work performed for Consultant by any subcontractor. For any subcontract entered into by Consultant under this Contract, Consultant shall be solely responsible for making payments to the subcontractor, and such payment to said subcontractor(s) shall be made to said subcontractors within thirty (30) days after Consultant has received payment from UTA for the applicable Work performed.
- 9.4 The Consultant shall be responsible for and direct all Work performed by

subcontractors as set forth in the Scope of Services. UTA shall not be responsible for or direct any subcontractor to perform services, which have not been previously authorized in that subcontractor's subcontract. Neither Consultant nor UTA shall have any liability to subcontractors for Work performed by subcontractors which has not been previously authorized by Consultant.

- 9.5 The Consultant agrees that no subcontract Work performed under this Contract shall provide for payment on a cost-plus-percentage-of-cost basis. The Consultant further agrees that all subcontract agreements shall comply with all applicable laws.
- 9.6 No subcontract shall provide for further subcontracting of the Work to a lower tier unless the written approval of UTA is first obtained in writing. Any such additional subcontractors shall meet all of the requirements set forth in this Contract for subcontracts and, in addition, shall include such other provisions as UTA, at its discretion, shall deem appropriate.

ARTICLE 10.0

Key Personnel

- 10.1 Consultant shall provide the personnel as indicated in Consultants "Work Scope Budget" attached hereto as Exhibit "B", and shall not change any of said personnel without the express written consent of UTA.
- 10.2 Consultant shall assign such further professional and technical personnel as required to perform the Work.

ARTICLE 11.0

Suspension of Work

- 11.1 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, the Consultant shall forthwith 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.
- 11.2 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.
- 11.3 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.
- 11.4 If the Suspension of Work causes an increase Consultant's cost to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate

the Consultant for the additional costs or time, and modify the Contract in writing.

ARTICLE 12.0

Termination

- 12.1 UTA shall have the right to terminate this contract at any time by giving at least thirty (30) day's advance written notice to Consultant. If the Contract is terminated for any reason other than a default by Consultant, UTA shall pay to Consultant in accordance with the final terms and conditions of the Contract all sums actually due and owing from UTA for all services performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to effect such suspension or termination.
- 12.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) business days after receipt of written notice from UTA identifying the breach and requesting a cure, in that event, UTA may terminate this Contract for default.
- 12.3 If the Contract is terminated for default, UTA shall remit final payment to Consultant in an amount to cover all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination, less the costs incurred by UTA as a result of the default.
- 12.4 If UTA terminates this Contract, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination. Consultant services required after termination shall be billed to UTA at the rate and in the manner specified prior to termination. This Article 12 survives the termination of this Contract.

ARTICLE 13.0

Information, Records, and Reports

- 13.1 To the extent applicable, Consultant shall provide all information and reports required by Federal regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by UTA or FTA.
- 13.2 Consultant shall maintain invoicing and cost information for the duration specified in Article 7.
- 13.3 Consultant shall store all work products, data, and materials for a period not less than three (3) years following the completion of the Project.

ARTICLE 14.0

Findings Confidential

- 14.1 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.
- 14.2 It is hereby agreed that the following information is not considered to be confidential under this Contract:
- 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.

ARTICLE 15.0

Indemnification and Insurance

15.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, 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, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. In addition, the policy shall be endorsed to reflect Contractual Liability Insurance specifically related to the indemnity provisions of this contract. Any exclusion for construction or demolition

activities (including installing wells or bore holes) conducted within 50 feet of railroad tracks shall be removed from policy.

1. Commercial General Liability – Occurrence Form

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

Minimum Requirements:

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

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

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

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

5. Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad(s) as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Utah Transit Authority prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall

be sent directly to **Teressa Pickett at 669 West 200 South, Salt Lake City, UT 84101.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) 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 the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Teressa Pickett at 669 West 200 South, Salt Lake City, UT 84101.** The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Utah Transit Authority Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 16.0

Independent Contractor

- 16.1 In the performance of the Work to be provided hereunder, Consultant represents that it 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.

ARTICLE 17.0 Prohibited Interest

- 17.1 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.

ARTICLE 18.0 Dispute Resolution

- 18.1 No party may bring a legal action to enforce any term of this Contract without first having exhausted the dispute resolution process described below.

The time schedule for escalation of unresolved issues, including unresolved Change Order requests, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager	Three calendar days
UTA's Light rail General Manager or designee	Three calendar days
UTA's VP of Operations	Three calendar days

If UTA and the Consultant are unable to resolve an issue within the time limits set forth above, the issue must be submitted to UTA's General Manager for resolution, who shall have sole discretion in resolving issues brought before him/her.

ARTICLE 19.0 Successors and Assignees

- 19.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA.
- 19.2 This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assignees, but shall not inure to the benefit of any third party or

other person.

ARTICLE 20.0
Nonwaiver

20.1 No failure or waiver or successive failures on the part of either party hereto, their successors or permitted assignees, 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 hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assignees.

ARTICLE 21.0
Notices or Demands

21.1 Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

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

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

If to Vendor
PineTop Engineering
ATTN: Michael Wright
PO Box 808
Ogden, UT 84402

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

ARTICLE 22.0
Contract Administrator

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

ARTICLE 23.0
General Provisions

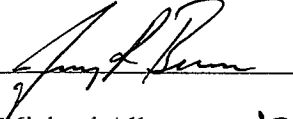
- 23.1 The Work performed by Consultant under this Contract shall conform to generally acceptable professional standards.
- 23.2 No drawings and specifications, as instruments of service developed by Consultant as part of its Work under this Contract, shall be the subject of an application for copyright or trademark by or on behalf of Consultant.
- 23.3 No assignment of any claim or proceeds under this Contract shall be binding upon UTA, unless UTA shall be notified thereof in writing and consents to the same.
- 23.4 The laws of the State of Utah and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.
- 23.5 The headings of the articles, clauses, and Sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 23.6 Nothing contained herein shall be deemed to create any contractual relationships between UTA and any of the other contractors, subcontractors or material suppliers on the Work, nor shall anything contained herein be deemed to give any third party any claim or right of action against UTA or Consultant which does not otherwise exist without regard to this Contract.
- 23.8 If UTA becomes aware of any fault or defect in the Work or non-conformance with the Contract documents, it shall give prompt written notice thereof to the Consultant.

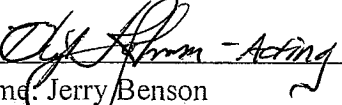
ARTICLE 24.0
Incorporated Documents

- 24.3 UTA's RFP 15-1219TP including all attachments, and Consultant's Proposal submitted pursuant to that RFP, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

UTAH TRANSIT AUTHORITY:

By 
Name: ~~Michael Allegra~~ JERRY R. BENSON
Title: President / CEO

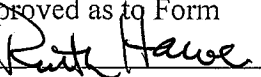
By 
Name: Jerry Benson
Title: VP Operations

PINETOP ENGINEERING:

By Michael Digitally signed by Michael Wright
DN: cn=Michael Wright,
email=mikey20675@gmail.com,
o=PineTop Engineering, LLC,
c=US
Name Wright
Title _____
Date: 2015.09.04 12:00:21 -06'00'

By _____
Name _____
Title Owner

Fed ID# 26-3298593

Approved as to Form

UTA Legal Counsel

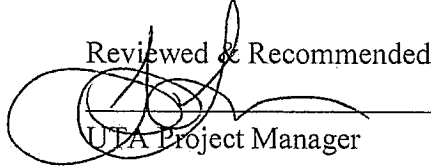
Reviewed & Recommended

UTA Project Manager

EXHIBIT A – SCOPE OF SERVICES

The purpose of this contract will be to provide general installation and replacement of components for and on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system, and traffic signal interface. This contract is intended to be a five year contract with an option for five one year extensions. Work will be based on a yearly budget allocation and the need for specific maintenance, repairs, and upgrades to the existing system, and to all future extensions as determined by the UTA project manager. The maximum amount of work will be \$65,000 per calendar year. Projects will be performed and scheduled on an on-call basis and will be coordinated between the UTA project manager and the Contractor. Work for this contract may include, but will not be limited to the following:

- Transit Signal Priority (TSP) support for all elements – hardware and software – considered therein
- Coordination with UDOT and other entities regarding needs and support for TSP elements
- Integration of new signals, communication, and other elements required for TSP operation
- Design assistance and consultation for transit projects, focusing on, but not limited to, TSP elements
- Programming traffic signal controllers that include Siemen's Next Phase firmware and ASC3 controllers
- Other related tasks as assigned by UTA's Project Manager

Under the direction of the UTA Project Designee, maintain the interface between UTA's Light Rail System and the affected traffic signal system. This includes maintenance and upkeep of the UTA Transit Signal Priority, all safety features related to the train and traffic signal interface, and all programming related to UTA. The Contractor will be utilized on an on-call basis based on budget availability and will occasionally support local state, county, and municipal government entities with requests related to the UTA interface.

The Contractor will work closely with the UTA Designee in the UTA system or under the direction of the UTA designee to diagnose, repair, and maintain the UTA transit signal priority interface and its systems. This will include all preventive maintenance, emergency callouts, and proactive maintenance and updates to the system. The Contractor will occasionally support and coordinate UTA's local partners in maintaining the system.

This Contract will be based on approval of UTA funds and will not exceed \$65,000 annually. Amount of work each calendar year will depend on allocation of funds for that budget year.

It is anticipated that each year this project will receive funding in the amount of \$65,000.

This, however, is only an estimate; the actual amount budgeted will be set annually by the UTA Board of Trustees. Pricing will not change for the first 5 years of the contract. Pricing will be evaluated every year of the 5 one-year options.

The Contractor will operate as an on-call contractor to UTA, performing work only when directed to do so by the UTA Project Manager.

The Contractor will invoice the Customer only for actual hours expended at the current, actual rates in place when the work is conducted. The Contractor will invoice the Customer for all mileage used on the project at the current, IRS approved reimbursement rate in place when the work is conducted. The Contractor will invoice the Customer for all direct-cost items, such as equipment rentals, procured parts, or sub consultant labor costs at their actual cost.

The Contractor will invoice on the 1st day of each month for all costs incurred against the Customer during the previous 30-day period. All invoices to Customer are due upon receipt, and under no circumstances will Customer withhold payment beyond 30 calendar days of the invoice date.

Quoted rates DO NOT include any applicable taxes, and such will be invoiced directly to the Customer above and beyond the performance of work rates. If the Customer is tax exempt, the Customer agrees to provide The Contractor with a valid Tax Exemption Certificate or similar documentation as required.

The following specifications refer to work to be done for and on behalf of the UTA as part of the Support Services Contract. By accepting this contract with UTA, the Contractor hereby agrees to the following conditions:

- A. The Contractor will pursue and receive all required State, City and UTA permits prior to any work being done.
- B. All Contractor personnel on-site must complete the UTA Roadway Worker Training certification prior to any work being done. Failure to demonstrate this is grounds for stoppage of work by UTA.
- C. Unless stated otherwise, all UDOT Standard Specifications and Drawings apply to all work to be conducted under this project, including Traffic Control. All variances must be approved by the UTA Project Manager.

The Contractor will operate as an on-call contractor to UTA, performing work only when directed to do so by the UTA Project Manager.

The Contractor will invoice the Customer only for actual hours expended at the current, actual rates in place when the work is conducted. The Contractor will invoice the Customer for all mileage used on the project at the current, IRS approved reimbursement rate in place when the work is conducted. The Contractor will invoice the Customer for all direct-cost items, such as equipment rentals, procured parts, or sub-consultant labor costs at their actual costs.

The Contractor will invoice on the 1st day of each month for all costs incurred against the

Customer during the previous 30-day period. All invoices to Customer are due upon receipt, and under no circumstances will Customer withhold payment beyond 30 calendar days of the invoice date.

Quoted rates DO NOT include any applicable taxes, and such will be invoiced directly to the Customer above and beyond the performance of work rates. If the Customer is tax exempt, the Customer agrees to provide the Contractor with a valid Tax Exemption Certificate or similar documentation as required.

EXHIBIT B – WORK SCOPE BUDGET

Staff Rates

As of June-1, 2015 the following staff are employed by PineTop Engineering. The rates shown here are the “Normal” rates for these individuals – any additional staff that may be employed by PineTop in the future will also be billed at their “Normal” rate. These rates include all overhead, administrative and fee considerations and are the actual invoice rates that will be used for each person:

- Michael Wright \$125/hr
- Scott Stevenson \$110/hr
- Shelby Hansen \$110/hr
- Michael Merkley \$110/hr
- Devin Squire \$100/hr
- Luke Seegmiller \$100/hr
- Brandy Wright \$90/hr
- Sean Lingwall \$75/hr

PineTop reserves the right to adjust these rates annually in response to salary increases or significant overhead changes in the company, subject to the approval of the UTA Project Manager. Such adjustments are not frequent; for example, none have occurred in any of the rates shown above in the past 5 years.

Direct Costs

Vehicle Mileage. All mileage accrued in performance of work under this project will be billed at the current IRS approved, GSA standardized rate in effect when the work was performed. Currently (as of June-1, 2015) this rate is set at (\$0.575/mile).

Travel Expenses. No travel expenses, beyond vehicle mileage, are anticipated as part of this project, as all staff are local to the Wasatch Front. If such should occur, however, all travel costs will be billed at their actual costs with backup documentation (receipts) provided as part of PineTop’s invoice.

Sub-Contractor Labor. Any costs incurred by PineTop as a result of a subcontracted consultant or contractor on this project will be billed at their actual costs with backup documentation (sub-firm invoices) provided as part of PineTop’s invoice.

Equipment / Hardware. All equipment or materials purchased by PineTop for use on this project will be billed at their actual costs with backup documentation (receipts) provided as part of PineTop’s invoice.

Contract 15-1219TP
Light Rail Signal Priority

**EXERCISE OF OPTION ONE
TO CONTRACT 15-1219TP**

This Exercise of Option One to Contract Agreement is hereby entered this ____ day of _____, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and PINETOP ENGINEERS, (hereinafter “Contractor”).

RECITALS

WHEREAS, on July 23, 2015 UTA entered into a contract to provide professional services for general installation and replacement of components for an on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system and traffic signal interface; and

WHEREAS, UTA requires the exercise of Option Year 1; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

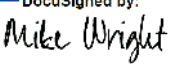
CONTRACT AGREEMENT

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

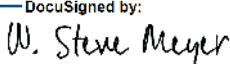
1. Term: The contract is extended for a period of one (1) year so as to provide for the completion of all work no later than July 1, 2020.
2. Compensation and Fees: The Not-to-Exceed work scope budget shall be increased by \$65,000, for a total project amount of \$325,000.
3. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

PINETOP ENGINEERING:

DocuSigned by:

 DC44A00B54084BC... ke wright
 Name
 Title Owner
 Date 7/11/2019

UTAH TRANSIT AUTHORITY:

DocuSigned by:

 444BF5CA06514C5...
 W. Steve Meyer
 Interim Executive Director
 Date 7/11/2019

Contract 15-1219TP
Light Rail Signal Priority

DocuSigned by:
D. Eddy Cumins
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D. Eddy Cumins
Chief Operating Officer
Date 7/11/2019

Approved as to Form and Content:

DocuSigned by:
Mike Bell 7/11/2019
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Michael Bell
Legal Counsel for UTA



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
Ryan Taylor, Coordinated Mobility Manager

BOARD MEETING DATE: July 1, 2020

SUBJECT:	FTA Section 5310 Subrecipient Agreement Amendment (United Way Community Services)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract amendment and associated disbursements with United Way Community Services (Utah Valley Paratransit).
BACKGROUND:	United Way Community Services operates UTA paratransit services in Utah County as well as other specialized transportation for other organizations assisting seniors and people with disabilities. United Way Community Services delayed the purchase of the vehicles in the original FTA 5310 contract because UTA was in the process of increasing the number of UTA-owned vehicles for the UTA paratransit service. In the past, United Way Community Services augmented the fleet with its own vehicles, including ones purchased with FTA 5310 funding. The increase of UTA owned vehicles in their fleet resulted in lowering United Way Community Services' need for 14-passenger buses.
DISCUSSION:	<p>UTA Staff is requesting approval of a contract amendment with United Way Community Services to remove three 14-passenger buses from the previously approved FTA 5310 grant and replace assets with a maintenance service truck and radio equipment. There is no change in the contract dollar amount of this contract, only the vehicle type and radio equipment.</p> <p>Exhibit A of the contract is amended as follows:</p> <ul style="list-style-type: none">• Removed three 14-passenger buses from the scope of work.• Added radio equipment to replace outdated equipment used for dispatching vehicles.• Added one maintenance service truck including heavy duty truck chassis and attached service body to provide emergency services to vehicles that breakdown or need assistance.• The one accessible minivan to expand service to seniors and people with disabilities is unchanged in the Scope of Project

	<p>UTA will do the procurement of a vendor for the following vehicle Specifications:</p> <ul style="list-style-type: none"> • 1 200 series HD Service Body Truck, chassis: Ford 2020 F-550 XLT or Equivalent • 1 Accessible Mini Van - 5 passenger <p>Vehicles and radio equipment are funded with 80% federal funding and 20% local match. Local match is provided by the subrecipient. This agreement is a federal requirement for execution of the program and grant funding. For any purchase over \$3,000, including all vehicles, UTA will perform the procurement to ensure compliance with federal procurement regulations.</p>									
CONTRACT SUMMARY:	<p>Subrecipient Name: United Way Community Services (Utah Valley Paratransit)</p> <table border="1" data-bbox="402 699 1570 1171"> <tr> <td data-bbox="402 699 1002 779">Contract Number: 18-2677BM</td> <td data-bbox="1002 699 1570 779">Existing Contract Value: \$208,000</td> </tr> <tr> <td data-bbox="402 779 1002 898">Base Contract Effective Dates: 08/22/2018 – 6/30/2021</td> <td data-bbox="1002 779 1570 898">Extended Contract Dates: N/A</td> </tr> <tr> <td data-bbox="402 898 1002 1018">Amendment Amount: \$0</td> <td data-bbox="1002 898 1570 1018">New/Total Amount Contract Value: \$208,000</td> </tr> <tr> <td data-bbox="402 1018 1002 1171">Procurement Method: Contract</td> <td data-bbox="1002 1018 1570 1171">Funding Sources: Federal Award FTA 5310, Local Share through donations to United Way of Utah County</td> </tr> </table>		Contract Number: 18-2677BM	Existing Contract Value: \$208,000	Base Contract Effective Dates: 08/22/2018 – 6/30/2021	Extended Contract Dates: N/A	Amendment Amount: \$0	New/Total Amount Contract Value: \$208,000	Procurement Method: Contract	Funding Sources: Federal Award FTA 5310, Local Share through donations to United Way of Utah County
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Amendment Amount: \$0	New/Total Amount Contract Value: \$208,000									
Procurement Method: Contract	Funding Sources: Federal Award FTA 5310, Local Share through donations to United Way of Utah County									
ALTERNATIVES:	This agreement is required by the federal program.									
FISCAL IMPACT:	No fiscal impact to UTA. Funds are programed in the current Capital Budget and are pass through funds that are 100% reimbursed by the FTA 5310 grant and the sub recipient's local match.									
ATTACHMENTS:	1) Contract 18-2677BM-1									

UTA Contract Number: 18-2677BM

COMPLIANCE INFORMATION
(Required agreement information, must be filled out)

1	Subrecipients Name (must match name associated with the DUNS Number) Address and primary phone:	United Way Community Services (Utah Valley Paratransit)	
2	Primary agency contact information for subrecipient:	Jim Bethel jimb@unitedwayuc.org	
3	Subrecipient DUNS number	073121253	
4	Federal Award Identification number (FAIN)	UT-2017-016	
5	Federal Award Date (to recipient agency from FTA)	9/11/2017	
6	Period of Performance	Begin Date:9/11/2017	End Date:6/30/2021
7	Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient	\$208,000	
8	Total amount of Federal funds obligated to the sub recipient, including the current obligation	\$553,600	
9	Total amount of the Federal award committed to the subrecipient	\$208,000	
10	Federal Award Description	FY2015-17 Sec 5310 Provo Orem Capital	
11	Name of Federal awarding agency	Federal Transit Administration	
12	Pass- Through Entity	Utah Transit Authority	
13	Contact information for awarding official of the pass-through entity:	Holly Mahoney HMahoney@rideuta.com 801-237-1994	
14	Catalog of Federal Domestic Assistance (CFDA) number	20.513	
15	Catalog of Federal Domestic Assistance (CFDA) Name	Enhanced Mobility of Seniors and Individuals with Disabilities	
16	Total Amount of Federal Funds Available	\$437,819.00	
17	Indirect Cost Rate	Indirect Costs are not allowed under the award.	

18.) **Is this award for research and development? (R&D)**

YES

NO

Amendment No. 1
to the
UTAH TRANSIT AUTHORITY
FEDERAL TRANSIT ADMINISTRATION, 49 U.S.C. Section 5310
ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES
AGREEMENT FOR THE PURCHASE OF VEHICLES AND THE
PROVISION OF OPERATING COSTS

The Agreement for the purchase of vehicles ("Agreement") entered into the 22nd day of June, 2018, by and between **United Way Community Services (Utah Valley Paratransit)** whose address is **815 S Freedom Blvd., Provo, UT 84601-5800** ("Contractor") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA") is hereby amended as follows

1. Scope of Project: **Exhibit A** is hereby amended with the following:

The 3 cutaway 14 passenger buses are removed from the scope of work.

The following items will be added to the scope of work:

Radio Equipment to replace outdated equipment used for dispatching vehicles to provide service to seniors and people with disabilities.

One service truck including heavy duty truck chassis and attached service body to provide emergency services to vehicles that breakdown or need assistance, to expand and improve the transportation services to seniors and people with disabilities.

The one accessible minivan to expand service to seniors and people with disabilities is unchanged in the Scope of Project.

UTA will do the procurement of a vendor,

Vehicle Specifications:

- 1 200 series HD Service Body Truck, chassis: Ford 2020 F-550 XLT or Equivalent
- 1 Accessible Mini Van - 5 passenger

2. Cost of the Project: **Exhibit B** is hereby replaced with the following new Exhibit B:

Exhibit B – Budget and Source and Amounts of Local Share**Project Budget**

Grant Funded Items	Federal Award	Local Share	Total Budget	Source of Local Match (i.e.: donations, program revenue, local tax funds)
Radio Equipment	\$ 24,000	\$ 6,000	\$ 30,000	Donations
Truck	\$ 140,000	\$ 35,000	\$ 175,000	Donations
Accessible Minivan, expansion	\$ 44,000	\$ 11,000	\$ 55,000	Donations
TOTAL PROJECT BUDGET	\$ 208,000	\$ 52,000	\$ 260,000	

Effective Date: This Amendment No. 1 shall be effective as of **5/28/2020** 2020.

Existing Terms and Conditions: All other existing terms and conditions of the Agreement are unaffected by this Amendment and remain in full force and effect.

UTAH TRANSIT AUTHORITY

United Way Community Services


By: _____
Carolyn Gonot
Executive Director

By: 
Bill Hultstrom
Executive Director

By: _____
D. Eddy Cumins
Chief Operating Officer

By: _____
Ryan Taylor
Coordinated Mobility Manager

Approved as to form and content:


UTA Legal Counsel

UTA Contract Number: 18-2677BM

COMPLIANCE INFORMATION
(Required agreement information, must be filled out)

1	Sub-recipient Name (must match name associated with the DUNS Number) Address and primary phone:	United Way Community Services (Utah Valley Paratransit)	
2	Primary agency contact information for sub-recipient:	Lopini Wolfgramm lwolfgramm@unitedwayuc.org	
3	Sub-recipient DUNS number	073121253	
4	Federal Award Identification number (FAIN)	UT-2017-016	
5	Federal Award Date (to recipient agency from FTA)	9/11/2017	
6	Period of Performance	Begin Date:9/11/2017	End Date:6/30/2021
7	Amount of Federal funds obligated by this action by the pass-through entity to the sub-recipient	\$208,000	
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10	Federal Award Description	FY2015-17 Sec 5310 Provo Orem Capital	
11	Name of Federal awarding agency	Federal Transit Administration	
12	Pass- Through Entity	Utah Transit Authority	
13	Contact information for awarding official of the pass-through entity:	Holly Mahoney HMahoney@rideuta.com 801-237-1994	
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15	Catalog of Federal Domestic Assistance (CFDA) Name	Enhanced Mobility of Seniors and Individuals with Disabilities	
16	Total Amount of Federal Funds Available	\$437,819.00	
17	Indirect Cost Rate	Indirect Costs are not allowed under the award.	

18.) Is this award for research and development? (R&D)

YES

NO

UTA Contract Number: 18-2677BM

**TERMS OF PARTICIPATION
(Vehicle Purchase)**

These Terms of Participation for the purchase of vehicles ("Terms" or "Participating Terms") are entered into and agreed upon on this 10 day of June, 2018, by and between United Way Community Services (Utah Valley Paratransit), a 501 © (3) Non Profit, whose address principal address is 815 S. Freedom Blvd. Provo 84601-5800 ("Sub-Recipient") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or "Recipient"). Sub-Recipient and UTA hereafter collectively referred to as the "Parties" and either of the foregoing may be individually referred to as "Party," all as governed by the context in which such words are used.

WHEREAS, the Federal Transit Administration Act of 1964, 49 U.S.C. §5310, as amended, provides for capital and operating grants to private non-profit organizations or public bodies for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate;

WHEREAS, the Governor of the State of Utah, in accordance with the Federal Transit Administration ("FTA"), has designated UTA to evaluate and select projects proposed by the Sub-Recipient and to coordinate grant applications;

WHEREAS, Sub-Recipient desires to receive and utilize grant funds for the purchasing of equipment described in "Exhibit A" of this Agreement ("Project Equipment") to be used to provide transportation services to meet the needs of elderly persons and persons with disabilities in the State of Utah; and

WHEREAS, UTA and Sub-Recipient agree that Sub-Recipient act in accordance with the requirements imposed by state and federal law, and the rights and duties created therein, when participating in the above-stated grant programs.

NOW THEREFORE, on the stated recitals, which are incorporated herein by reference, UTA and the Sub-Recipient agree as follows:

1. Purpose of Participating Terms. The purpose of these Terms is to provide for the undertaking of transportation services to elderly persons and persons with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Sub-Recipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. Scope of Project. The Sub-Recipient shall undertake and complete the Project as described in the attached Exhibit A ("Project Description"), filed with and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms.

3. **Participating Period.** The Sub-Recipient shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of the Project has been completed (“Completion Date”). The period between the execution of these Terms and the Completion Date will be hereinafter referred to as the “Participating Period.”
4. **Grant Award.** The Sub-Recipient will be awarded a maximum of Two-Hundred and Eight Thousand Dollars (\$208,000) for the costs authorized by these Terms as further described in the “Project Budget” as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full.
5. **Sub-Recipient’s Capacity.** Sub-Recipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.
6. **Federal Law and UTA 5310 Grant Documents Incorporated by Reference.** Sub-Recipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the Participating Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1D, dated April 15, 1996 (“FTA Standard Terms”), as required by the United States Department of Transportation (DOT). The FTA Standard Terms are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in these Terms. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.
 - 6.1 **Federal Transit Administration Master Agreement.** Sub-Recipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA’s most current version of the Master Agreement (“Master Agreement”) and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.
 - 6.2 **Certification and Assurances.** Sub-Recipient agrees to abide by the Certification and Assurances as executed and described in Exhibit C, and incorporated herein by reference as if set forth in full. Any breach of said Certification and Assurances will be a breach of these Terms.
 - 6.3 **Project Management Plan.** Sub-Recipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the “Plan”) in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/> or https://www.rideuta.com/uploads/UTA5310PMPFinal128_15.pdf and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.

7. Agency. Sub-Recipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Sub-Recipient and UTA. Any periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Sub-Recipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.
8. Cost of Project. The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Sub-Recipient agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Sub-Recipient shall initiate and prosecute to completion all actions necessary to enable Sub-Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Sub-Recipient further agrees that no refund or reduction of the amount so provided will be made at the same time, unless there is at the same time a refund to UTA of a proportional amount of the Grant. Sub-Recipient agrees that "Project Costs" eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. Indirect costs will only be allowed as provided for in 2 CFR § 200.414.
9. Purchase of Project Equipment. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Sub-Recipient or by Sub-Recipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.
 - 9.1 With respect to the Project Equipment, Sub-Recipient shall take possession of the Project Equipment upon delivery of the required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Sub-Recipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly basis to the address provided in Section 9. UTA shall only reimburse Sub-Recipient for operating costs for which Sub-Recipient has provided sufficient documentation.
10. Use of Project Equipment. Sub-Recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life or the Participating Period, whichever ends later. If the Project Equipment is not used accordingly, Sub-Recipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1D, the Plan, and the procedures as referenced in the Master Agreement.
 - 10.1 Sub-Recipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.
 - 10.2 Sub-Recipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
 - 10.3 Sub-Recipient shall submit annually to UTA the Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; during such period certify that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded. During the

Participating Period, Sub-Recipient shall maintain the Project Equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Plan requires Sub-Recipient to have and follow a written Project Equipment maintenance plan.

10.4 UTA reserves the right to require Sub-Recipient to restore the Project Equipment or pay for damage to Project Equipment as a result of abuse or misuse of such equipment with Sub-Recipient's intent, knowledge, or consent.

10.5

11. Notice. Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

Utah Transit Authority
ATTN: Holly Mahoney
669 West 200 South
Salt Lake City, UT 84101

If to Sub-Recipient:
United Way Community Services (Utah Valley Paratransit)
ATTN: Lopini Wolfgramm
815 South Freedom Blvd
Provo, UT 84601

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

12. Procurement. Sub-Recipient agrees to comply with procurement requirements set forth in 2 CFR § 200.317 – 326 as applicable. Sub-Recipient agrees in accordance with 2 CFR 200 Part § 415 that its procurement and procurement system will comply with all applicable thirty party procurement provisions of federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Sub-Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory.

13. Third Party Contracts. Unless otherwise authorized in writing by UTA, Sub-Recipient shall not assign any portion of the Project, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party, including sub-contractors, with respect to its rights and responsibilities under these Terms without the prior written concurrence of UTA.

13.1 In the event UTA does grant prior written concurrence, all contracts must include all the same terms and conditions required by state and federal law, all provisions included in these Terms, including the agreements incorporating herein by reference, and the Master Agreement. Sub-Recipient is responsible for ensuring that all work performed by said third party is insured under their insurance policy, or requiring that the third party meet the insurance provisions

required under these Terms. All subcontractors must be registered with UTA, and UTA must grant prior written approval before subcontractors begin performing work in furtherance of the Project.

- 13.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.
- 13.3 Sub-Recipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation, or other obligation that in any way would affect the Federal interest in any project real equipment or equipment, including the Project Equipment.
14. Interest of Members of or Delegates to Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.
15. Prohibited Interest. No member, officer or employee of Sub-Recipient during their tenure or one year thereafter shall have any interest, direct or indirect, in these Terms or the proceeds thereof.
16. Compliance with State and Federal Law in the Operating of Project Equipment. Sub-Recipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.
 - 16.1 Sub-Recipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.
 - 16.2 When new motor vehicle equipment are purchased under these Terms, Sub-Recipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.
 - 16.3 Sub-Recipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment are found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Sub-Recipient.
 - 16.4 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:
 - 16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.
 - 16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.
 - 16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

- 16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
 - 16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
 - 16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.
 - 16.4.7 This insurance will continue uninterrupted throughout the Participating Period.
 - 16.4.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.
- 16.5 Sub-Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.
- Sub-Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.
17. **State Lien.** In order to protect UTA’s interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Sub-Recipient, Sub-Recipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Sub-Recipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.
- 17.1 UTA is to hold the title of the Project Equipment as lienholder over the Project Equipment.
 - 17.2 Sub-Recipient shall attach the following statement to the deed/title(s) of the Project Equipment to constitute legal notification:

This vehicle/equipment was purchased in part with Federal funds from the Federal Transit Administration.
 - 17.3 Upon Sub-Recipient’s clearing, or attempted clearing, of title of, or state liens on, the Project Equipment, Sub-Recipient shall comply with UTA’s asset disposal policy as maintained by UTA at the time that Sub-Recipient seeks to clear UTA’s interests.
18. **Indemnity.** Sub-Recipient agrees to hold harmless and indemnify UTA, its officers, employees and agents (“Indemnitees”) from and against all claims, suits, and costs including attorneys’ fees for injury

or damages of any kind, arising out of Company's negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney's fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from Sub-Recipient's negligent acts, errors or omissions in the performance by Sub-Recipient or its subs at any tier within the scope of responsibilities of Sub-Recipient under these Terms.

19. Federal, State, and Local Law Disclaimer. The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Sub-Recipient and those engaged by Sub-Recipient shall comply with all Federal, State, and local laws, regulations and other legally binding requirements that pertain to services provided under these Terms.
20. Statement of Financial Assistance. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.
21. Project Changes. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by Sub-Recipient and forwarded to UTA for approval.
 - 21.1 Any changes in the Project, approved or otherwise, do not effect or diminish the obligations of Sub-Recipient under these Terms.
 - 21.2 Any extension in the proposed scope of services, increases in cost, or Participating Period will require a fully executed supplemental agreement or Terms of Participation. The supplemental Terms will establish the extent of changes, extensions, modifications and the compensation therefore.
 - 21.3 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.
22. Severability. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.
23. Status Verification System. State law mandates that Sub-Recipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Sub-Recipient's new employees.
24. No Third Party Beneficiaries. Sub-Recipient agrees to these Terms for the sole benefit of Sub-Recipient, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of these Terms. Sub-Recipient represents that the execution of these Terms and the performance required under these Terms are within its duly authorized powers.

25. Changes in Project Performance. Sub-Recipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Sub-Recipient's ability to perform the Project according to these Terms. Sub-Recipient also agrees to notify UTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.
26. Trafficking in Persons. To the extent applicable, Sub-Recipient agrees to comply with, and assures the compliance of each third party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.
27. Planning and Private Enterprise. Sub-Recipient agrees to implement the Project in accordance with the following Federal planning and private enterprise provisions:
- 27.1 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
- 27.2 Joint FHWA/FTA regulations, "Statewide Transportation Planning; Metropolitan Transportation Planning," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.
- 27.3 In addition to providing opportunities to participate in planning described in Paragraph 21 of these Terms, to the extent feasible, Sub-Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
- 27.4 To the extent applicable during the implementation of the Project, Sub-Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.
28. Audit and Inspection. Sub-Recipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Sub-Recipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Sub-Recipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Sub-Recipient shall also permit the above named persons to audit the books, records and accounts of Sub-Recipient pertaining to the Project. If Sub-Recipient receives over \$500,000 in Federal funds from all sources, Sub-Recipient shall submit an audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq.
29. Access to Records and Reports.
- 29.1 Establishment and Maintenance of Accounting Records. Sub-Recipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the "Project Account."

- 29.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.
- 29.3 Method of Payment. UTA, using FTA Grant Program 5310 appropriations, shall reimburse Sub-Recipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA appropriations to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Sub-Recipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA shall submit the invoice for reimbursement from the FTA. Once the funds have been received from FTA and deposited with UTA, UTA shall provide payment to Sub-Recipient.
- 29.4 Reports. Sub-Recipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, meetings and interim reports. The minimum requirement for Project reporting is detailed in the Project Description and the Plan. Sub-Recipient shall submit to UTA, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by UTA.
- 29.5 Articles of Incorporation. The Sub-Recipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Participating Period.
- 29.6 Other Situational Requirements.
- 29.6.1 Where Sub-Recipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Sub-Recipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Sub-Recipient access to Sub-Recipient's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 29.6.2 Where Sub-Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.

- 29.6.3 Where Sub-Recipient is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Sub-Recipient shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 29.6.4 Sub-Recipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 29.6.5 Sub-Recipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Participating Period, except in the event of litigation or settlement of claims arising from the performance of these Terms, in which case Sub-Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.
- 29.6.6 Proof of Sub-Recipient's compliance with licensing requirements shall be furnished to UTA upon request.

30. Breaches and Dispute Resolution. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manger or his appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Sub-Recipient mails or otherwise furnishes a written appeal to the UTA's President/CEO, or officer holding an equivalent position ("CEO"). In connection with such appeal, Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon Sub-Recipient and Sub-Recipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

- 30.1 Performance During Dispute. Unless otherwise directed by UTA, Sub-Recipient shall continue performance under this contract while matters in dispute are being resolved.
- 30.2 Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.
- 30.3 Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Sub-Recipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
- 30.4 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Sub-Recipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

31. Termination. These Terms bind Sub-Recipient as contractual obligations but shall not modify any obligations Sub-Recipient may have under state and federal regulation. The termination of Sub-Recipient's obligations under these Terms shall comply with 2 CFR § 200.
- 31.1 Termination for Convenience. UTA may terminate these Terms, in whole or in part, at any time by written notice to Sub-Recipient when it is in the Government's best interest. If these Terms are terminated, UTA shall be liable only for payment under the payment provisions of these Terms for services rendered before the effective date of termination. If, after termination for failure to fulfill obligations under these Terms, it is determined that Sub-Recipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.
- 31.2 Termination for Default. UTA may terminate its agreement with Sub-Recipient recorded by these Terms, or any portion of it, by serving a notice of termination on Sub-Recipient. The notice shall state whether the termination is for convenience of UTA or for the default of Sub-Recipient. If the termination is for default, the notice shall state the manner in which Sub-Recipient has failed to perform the requirements of these Terms. Sub-Recipient shall account for any equipment in its possession paid for from funds received from UTA, or equipment supplied to the Sub-Recipient by UTA.
- 31.3 Opportunity to Cure.
- 31.3.1 UTA in its sole discretion may, in the case of a termination for breach or default, allow Sub-Recipient ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other conditions.
- 31.3.2 If Sub-Recipient fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of these Terms within ten (10) days after receipt by Sub-Recipient of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to end Sub-Recipient's participation without any further obligation to Sub-Recipient. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Sub-Recipient and its sureties for said breach or the Terms or default.
- 31.4 Waiver of Remedies for any Breach. No waiver by UTA or the Sub-Recipient of any default shall constitute a waiver of the same default at a later time or of a different default. In the event UTA elects to waive its remedies for any breach by Sub-Recipient of these Terms or any other covenant between them, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other of these Terms or covenant between them.
32. Civil Rights. Sub-Recipient understands and agrees that it and its Contractors must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Sub-Recipient or Contractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.
- 32.1 Nondiscrimination in Federal Public Transportation Programs. Sub-Recipient agrees to, and assures that each Third Party Participant and Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination"

statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

32.2 Nondiscrimination – Title VI of the Civil Rights Act. Sub-Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 27.1, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

32.3 Equal Employment Opportunity.

32.3.1 Federal Requirements and Guidance. Sub-Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determine otherwise in writing.

32.3.2 General. Sub-Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”

32.3.3 Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S.

Department of Labor (U.S. DOL), Sub-Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

- 32.4 Sex. Sub-Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1.
- 32.5 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Sub-Recipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 32.6 Disabilities. Sub-Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part

1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- 32.7 Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- 32.8 Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Sub-Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- 32.9 Other Non-Discrimination Statutes. Except as the Federal Government determines otherwise in writing, Sub-Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- 32.10 Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
33. Energy Conservation Requirements. Sub-Recipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the Participating Period, and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Sub-Recipient's failure to so comply shall constitute a material breach of these Terms.
34. Clean Water. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriated EPA Regional office.
35. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,
36. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the Project. Some, but not all, of the major

Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

37. Clean Air. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
38. No Obligation by the Federal Government to Third Parties. UTA and Sub-Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award giving rise to these Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to Sub-Recipient, or any other party (whether or not a party to these Terms or a subcontract) pertaining to any matter resulting from these Terms. Sub-Recipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
39. Program Fraud and False or Fraudulent Statements or Related Acts.
- 39.1 Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of these Terms, Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to these Terms or the FTA assisted project for which purpose these Terms were agreed upon. In addition to other penalties that may be applicable, Sub-Recipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Sub-Recipient to the extent the Federal Government deems appropriate.
- 39.2 Sub-Recipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under these Terms, or any other agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.
- 39.3 Sub-Recipient agrees to include the above two clauses in each agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

40. Government-Wide Debarment and Suspension. Sub-Recipient agrees to execute, and agree to the terms of, the Debarment and Suspension Certificate attached to these Terms as Attachment A. UTA agrees, and Sub-Recipient acquiesces, to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.
41. Lobbying. Sub-Recipient agrees to execute, and agree to the terms of, the Lobbying Certificate attached to these Terms as Attachment B. In the event that Sub-Recipient applied for an award of \$100,000 or more, Sub-Recipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.
42. Contract Work Hours and Safety Standards.
- 42.1 Overtime requirements. Sub-Recipient nor its subcontractors which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 42.2 Violation. In the event of any violation of the clause set forth in paragraph (1) of this section, Sub-Recipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Sub-Recipient and the subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in **the sum of \$10 for each calendar day** on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 42.3 Withholding for unpaid wages and liquidated damages. UTA shall upon its own action or upon written request of an authorized representative of Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Sub-Recipient or subcontractor under any such contract or any other Federal contract with Sub-Recipient, or any other federally-assisted contract subject to contract Work Hours and Safety Standards Act, which is held by Sub-Recipient, such sums as may be determined to be necessary to satisfy any liabilities of Sub-Recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
43. Recycled Products. Sub-Recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR § 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR § 247.
44. ADA Access. Sub-Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Sub-Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance,” 49 C.F.R. Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
 - (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
 - (g) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

(h) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

(i) And any implementing requirements FTA may issue.

45. Privacy Act. Sub-Recipient, its employees, or its subcontractors shall not administer any system of records on behalf of the Federal Government under these Terms or any other contract without the express consent of the federal government.

46. Charter Service Operations. Sub-Recipient agrees to not engage in any Charter Service Operations as described in the Transportation State Management Plan Federal Transit Grant Programs manual.

47. School Transportation Operations. Sub-Recipient agrees that it will not provide exclusive school bus service unless qualified under specified exemptions. To operate exclusive school bus service under an exemption from the FTA Administrator, Sub-Recipient must demonstrate that:

(a) It operates a school system in the area and also operates a separate and exclusive school bus program for the school system;

(b) Existing private school bus operators in the area are unable to provide adequate, safe service at reasonable rates; or

(c) It is a state or local public body and it or its predecessors were engaged in school bus service prior to August 13, 1973.

47.1 When operating exclusive school bus service under an allowable exemption, no Federally-funded equipment, vehicles or facilities may be used.

47.2 The prohibition against the use of Federally-funded vehicles, equipment, or facilities does not apply to tripper service. Sub-Recipient may provide school tripper service. Tripper service is regularly scheduled mass transportation service open to the public, which is designed or modified to accommodate the needs of school students and personnel. Such service must be open to the public, must serve regular transit stopes, and must be delineated on route schedules and maps. School signs must not be displayed on the Project Equipment.

48. Drug and Alcohol Testing. Sub-Recipient agrees to comply with the Federal Motor Carrier Safety Administration rule for all employees who hold commercial driver's licenses (49 CFR part 382).

SUB-RECIPIENT

By: Lopini Wolfgramm
Unitaid Way Community Services (Utah Valley
Paratransit)
Lopini Wolfgramm, Director of Transportation

5/7/2018
Date

By: John W. Buckley

5/24/2018
Date

UTAH TRANSIT AUTHORITY

By: Steve Meyer 6/22/18
~~Jerry Benson~~ STEVE MEYER
President/CEO INTERIM EXECUTIVE DIRECTOR

Date
By: Steve Meyer
Steve Meyer Cheryl Bunker
Acting Vice-President of Operations

Date
By: Ryan Taylor
Ryan Taylor
Coordinated Mobility Manager

5-29-18
Date

Reviewed and Approved as to Form for UTA

[Signature]
UTA Legal
4/17/18
Date

**Exhibit A
(Project Description)**

Scope of Work:

1. Three 14 passenger cutaway buses to replace existing vehicles which have exceeded their useful life.
2. One accessible minivan to provide service expansion.

Vehicle Specifications:

3 24 foot cutaway Buses, 1 Accessible Minivan

Exhibit B
(Budget and Source and Amounts of Local Share)

Grant Funded Items	Federal Award	Local Share	Total Budget	Source of Local Match (i.e.: donations, program revenue, local tax funds)
3 Replacement Cut-Away Buses,	\$ 168,000	\$ 42,000	\$ 210,000	
Accessible Minivan, expansion	\$ 40,000	\$ 10,000	\$ 50,000	
TOTAL PROJECT BUDGET	\$ 208,000	\$ 52,000	\$ 260,000	

Exhibit C
(Certificates and Assurances)

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21)

Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative:

- All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- If your Applicant requests or intends to request more than \$100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third

Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one

(21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-*

- 94, December 4, 2015, and other authorizing legislation to be enacted,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,*
 - *Previous enabling legislation that remains in effect, and*
 - *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.

2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
 3. As required by 49 CFR § 21.7:

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,

- (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
- (1) Subagreement at any tier,
 - (2) Property transfer agreement,

- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
 - (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
 - (5) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply with:

- a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, particularly 2 CFR §200.317-26 "Procurement Standards;
- b. Federal laws, regulations, and requirements applicable to FTA procurements; and
- c. The latest edition of FTA Circular 4220.1 and other applicable federal guidance.

01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,
 - (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
 - (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection b(2) of this Certification.
 - (4) It has not had one or more public transactions (federal, state, or local)

- terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
 - (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
 - (7) It will require that each covered lower tier contractor and subcontractor:
 - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

- 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award,
or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

- (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
 - a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:

- (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
- (2) The prohibitions against discrimination based on sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 - 1683, and 1685 - 1687, and
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.

- (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 - 6107.
 - (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as

- specified by 42 U.S.C. §§ 4630 and 4655, and
- (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.
- (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
- (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:

- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

- (a) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
- (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
- (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
- (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
- (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 - 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and

- (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding

\$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and

- (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
- b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352,

including a:

- (1) Federal grant or cooperative agreement, or
- (2) Federal loan, line of credit, loan guarantee, or loan insurance.

4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:

- (1) In competition with transportation service provided by an existing public transportation operator, or
- (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.

- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus- only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53, b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

- (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire

a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA's bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,

- (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
- b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 07. INTEREST AND FINANCING COSTS
AND ACQUISITION OF CAPITAL ASSETS BY
LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,

- c. An Early Systems Work Agreement,
- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act. If your

Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental

federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

**CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC
TRANSPORTATION AGENCY SAFETY PLAN,
AND STATE SAFETY OVERSIGHT REQUIREMENTS.**

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter

53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

1. The Applicant will comply with FTA regulations, "State Safety Oversight," 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR

§ 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance

Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and

4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW
OR NO EMISSION VEHICLE DEPLOYMENT GRANT
PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*

- e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
- f. It has complied with or will comply with 49 U.S.C. § 5307(b).
- g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303,
and

- (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625 .
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311 (g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide

- the non- federal share from sources approved by FTA, and
- (3) It will provide and, as necessary, will require each Subrecipient to provide the non- federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
- (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,

- b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
- c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
- d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
- e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
- a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
- a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C.

§ 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

- g. It has made or will make its final Program of Projects available to the public.
- 7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
- 8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
- a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
- a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under

49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C.

§ 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304 .
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS
WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried

out by a Recipient of federal assistance from the Department of Health and Human Services.

- c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
- d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
- e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
- 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

- g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND
APPALACHIAN DEVELOPMENT
PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b) - (d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal

assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.

7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non- federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non- federal share when needed.

9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities.
 - b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,

2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS
(PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under

49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
 - c. Category 05 (Demand Responsive Service),
 - d. Category 06 (Intelligent Transportation Systems),
 - e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
 - f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
 - a. States With a Certified Program. Your Applicant agrees that FTA regulations, "State Safety Oversight," 49 CFR part 674, will apply;
 - b. States Without a Certified Program. Your Applicant agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 - 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award

that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 - 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 - 609.

- l. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

- c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs

incurred in connection with its Award that must be in compliance with those requirements unless:

- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
 4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United

States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:

- (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
- e. When carrying out a procurement under a SIB-financed Award, it will comply with:
- (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
- f. It has complied with or will comply with 49 U.S.C. § 5307(b).
- g. It has or will have or provide:
- (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
- h. It will comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the

Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances
in TrAMS)

Name of Applicant: United Way Community Services

The Applicant agrees to comply with applicable provisions of Categories 01 - 21. XX
OR

The Applicant agrees to comply with applicable provisions of the Categories it has
selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant	_____
02.	Lobbying	_____
03.	Private Sector Protections	_____
04.	Rolling Stock Reviews and Bus Testing	_____
05.	Demand Responsive Service	_____
06.	Intelligent Transportation Systems	_____
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease	_____
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements	_____
09.	Alcohol and Controlled Substances Testing	_____
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement)	_____
11.	State of Good Repair Program	_____
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program	_____
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
15.	Rural Areas and Appalachian Development Programs	_____
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs)	_____
17.	State Safety Oversight Grant Program	_____
18.	Public Transportation Emergency Relief Program	_____
19.	Expedited Project Delivery Pilot Program	_____
20.	Infrastructure Finance Programs	_____
21.	Construction Hiring Preferences	_____

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: United Way Community Services

Name and Relationship of the Authorized Representative: Lopini Wolfgramm, Director of Transport
-ic

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Lopini Wolfgramm Date: 5/23/2018
Name Lopini Wolfgramm Authorized Representative
of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): United Way Community Services

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature John W. Buckley Date: 5/24/2018
Name John W. Buckley Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN
PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

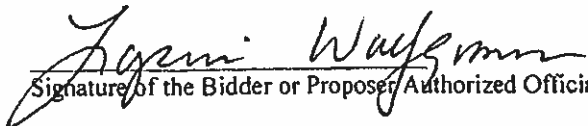
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.


Signature of the Bidder or Proposer Authorized Official

Lopini Wolfgramm, Director of Transportation
Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID# 87-0332098

May 23, 2018
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

ATTACHMENT B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

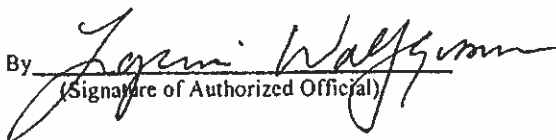
I, Lopini Wolfgramm, Director of Transportation hereby certifies
(Name and Title of Company Official)

on behalf of United Way Community Services that:
(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 23rd day of may, 2018

By 
(Signature of Authorized Official)

Director of Transportation
(Title of Authorized Official)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: July 1, 2020

SUBJECT:	Draft June 2020 Transit Financial Plan and 2021 Budget Targets
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>Section 808.1 of the Public Transit District Act requires the Board of Trustees to create and approve an annual budget. Under Board of Trustees Policy 2.1, Financial Management, the Executive Director is required to update the Transit Financial Plan (“TFP”) three times a year with the Board of Trustees performing an annual review of the TFP.</p> <p>The Chief Financial Officer updates the TFP after the annual external financial audit is completed, prior to the beginning of the annual budget process, and at the completion of the annual budget process. Currently, the TFP has been updated for the beginning of the 2021 annual budget process.</p> <p>Due to the expected economic outfall from the Covid-19 pandemic, revenue assumptions declined for all years with the largest declines in 2020 and 2021. CARES Act funding is included with all funding drawn down by the end of 2021. To maintain long-term fiscal sustainability, the TFP includes operating expense reductions.</p> <p>Other changes include those approved in 2020 budget amendments 1 and 2 as well as debt service changes from the 2020 bond refunding.</p>
DISCUSSION:	<p>At the meeting, the Chief Financial Officer will review the following information:</p> <ul style="list-style-type: none">• Key assumption changes from the December 2019 TFP to the June 2020 TFP• The draft June 2020 TFP• The draft 2021 budget targets• The 2021 budget schedule <p>Unless modifications are needed, the draft 2021 budget targets will be used to begin preparation of the 2021 tentative budget. The June 2020 TFP will be used to prepare the</p>

	long-term financial plan report to the State Bonding Commission (as required by Section 808.1 of the Public Transit District Act).
ALTERNATIVES:	The Board of Trustees may recommend modifications to the June 2020 TFP and the 2021 budget targets.
FISCAL IMPACT:	The June 2020 TFP and 2021 budget targets are used to streamline annual budget preparation and enhance UTA's long-term fiscal sustainability.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux: Chief Marketing and Communications Officer
PRESENTER(S): Jaron Robertson: Director Innovative Mobility Solutions
Shaina Quinn: Researcher Innovative Mobility Solutions

BOARD MEETING DATE: July 1, 2020

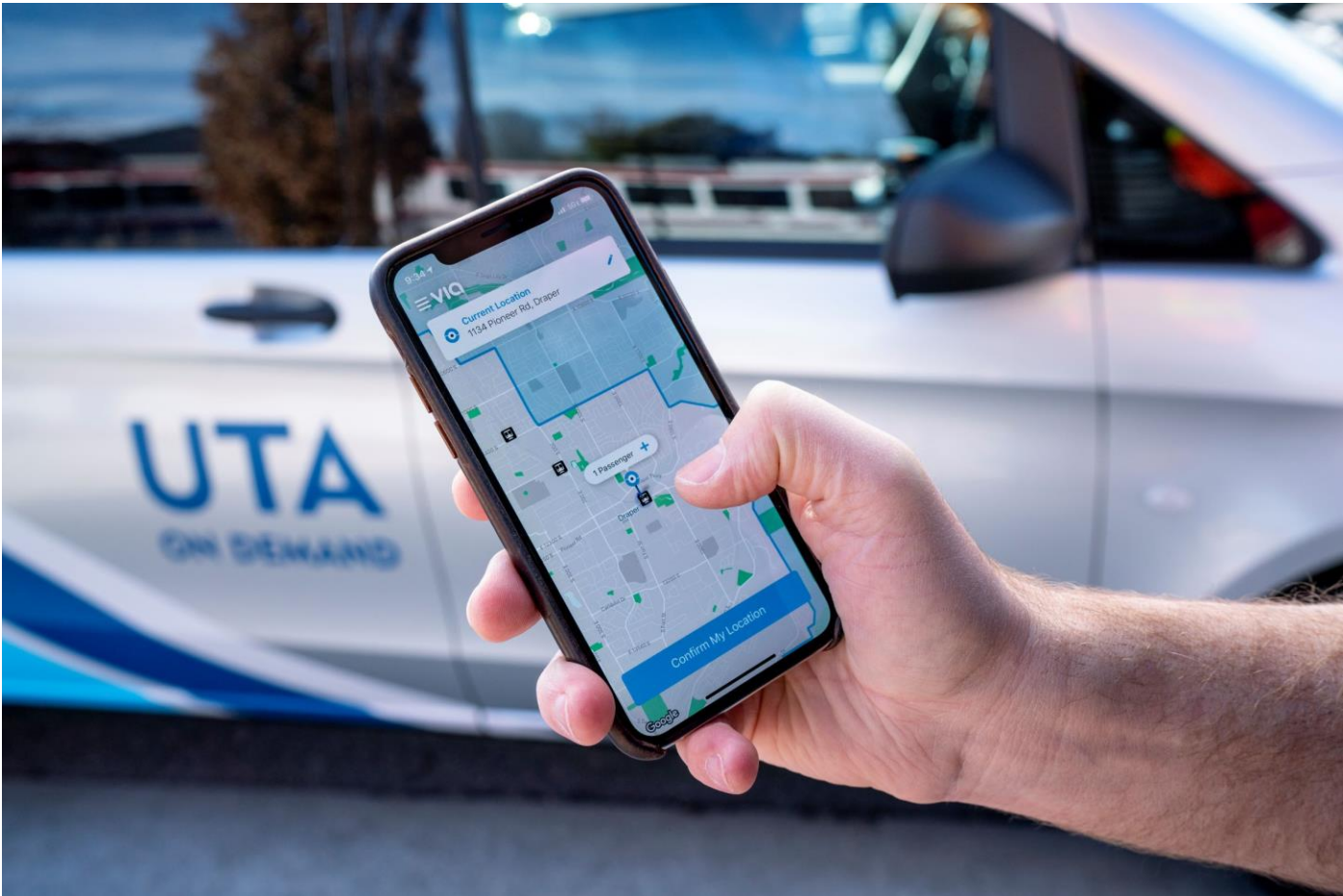
SUBJECT:	South Salt Lake County Microtransit Pilot Quarterly Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	<p>The South Salt Lake Microtransit Pilot (UTA on Demand by Via) is a 12-month pilot to demonstrate and test innovative transit services and technologies for improved operations, customer experience, and transit coverage. The pilot was launched on November 20, 2019 as part of a public private partnership with Via.</p> <p>The service area includes a 65 square mile geo-fenced service area in the cities of Bluffdale, Draper, Herriman, Riverton and sections of Sandy and South Jordan. Operating hours are Monday – Friday from 6am to 9 pm. In addition, all existing UTA fixed route and flex route services continue to operate within the service area.</p> <p>Via is providing a Transportation as a Service (TaaS) solution, which includes mobile phone technology, drivers, vehicles, and administrative services for day-to-day operations. UTA and Via are partnering to providing joint customer service and marketing services.</p> <p>As part of the Pilot objectives, the IMS team is evaluating performance metrics to determine if microtransit can provide a valuable and cost-effective service which meets the needs of UTA and the communities in the service area. This includes continued performance monitoring of flex route services in the area. Upon completion of the pilot, IMS will make a recommendation regarding the future of the microtransit and other UTA services within South Salt Lake County.</p>
DISCUSSION:	<p>UTA staff will provide an update regarding the performance of microtransit services and flex route services for the second quarter operations of the pilot, March 2020 through May 2020. Discussion topics include:</p> <ul style="list-style-type: none">• Projected trends and performance (what if projections if COVID-19 had not occurred)

	<ul style="list-style-type: none">• Impact on the pilot due to COVID-19• Quarterly trends and performance• Customer experience• Flex route performance• Next steps
ALTERNATIVES:	N/A
FISCAL IMPACT:	Budget for the Pilot is included in the 2020 budget year. Financial performance will be included in discussion topics.
ATTACHMENTS:	1) UTA Q2 Microtransit Pilot Project Evaluation Report

UTAH TRANSIT AUTHORITY QUARTERLY MICROTRANSIT PILOT PROJECT EVALUATION

SOUTH SALT LAKE COUNTY, 2ND QUARTER OPERATIONS
FOR THE MONTHS OF: MARCH 2020 / APRIL 2020 / MAY 2020

Prepared by UTA Innovative Mobility Solutions under the Office of Communications & Marketing



EXECUTIVE SUMMARY

BACKGROUND

Utah Transit Authority’s Innovative Mobility Solutions Team has partnered with Via to deploy a Microtransit Pilot (Pilot) for one year beginning on November 20, 2019. This on-demand, shared-ride Pilot is designed to expand access to UTA services throughout the zone, to improve mobility for all users, and to provide a quality customer experience. In general, the project team is interested in understanding whether Microtransit provides a valuable and cost-effective service to meet the needs of customers in the region, as well as future deployment potential for Microtransit Services in UTA’s Five Year Mobility Plan.

OVERALL HEALTH OF PILOT PROJECT: Q2 UPDATE

In the second quarter of the Pilot, hundreds of riders continued to use the microtransit service for thousands of essential trips throughout the COVID-19 outbreak. As the state of Utah eased the health risk guidance from red to orange to yellow, the Pilot’s ridership experienced a step drop in March and then a gradual recovery in May as customers again felt more comfortable booking rides. Top learnings at this stage are:

- Customer travel needs changed when the health crisis hit, and the Pilot service flexibly adapted in real time.
- While the general population is slower to resume travel, customers in wheelchairs are using microtransit at record rates.
- Early pre-COVID results and projections show solid potential for microtransit service.

The Pilot has achieved Q2 targets for customer experience and public support. While the pre-COVID targets for ridership, utilization, and cost per rider are more challenging now, projections indicate targets would have been achieved in normal conditions.¹

Figure 1: Key Performance Indicators (KPIs)

Pilot Objective	Metric	Q1	MAR	APR	MAY	Q2
Ridership	Avg. weekday ridership	316	275	105	124	169
	Utilization ²	1.88	1.52	0.67	0.79	1.02
Customer Experience	Avg. wait time (minutes)	11	10	8	9	10
	Avg. customer rating ³	4.8	4.8	4.8	4.8	4.8
Overall Performance	Cost per rider	\$19.10	\$23.27	\$52.22	\$44.14	\$34.30
	Public support	✓	N/A	N/A	N/A	✓
	Days of operation	63	22	22	21	65

Key:

 = On target	 = Approaching 6-month target, on track	 = Not on target, requires mitigation or change
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¹ See “What If” Projections on Page 7 for details

² Utilization – Average riders per hour per vehicle

³ Average customer rating – Based on a scale of 1-5

HOW COVID-19 HAS IMPACTED UTA & THE MICROTRANSIT PILOT

UTAH DIRECTIVES, PUBLIC HEALTH AND TRANSPORTATION

These are extraordinary times here in Utah and throughout the world. On March 11th, the World Health Organization declared COVID-19 a global pandemic. On March 27th Utah Governor Herbert issued a “Stay Safe, Stay Home” directive to all Utahns to reduce the risk of COVID-19 transmission and minimize impact on local hospitals.⁴ According to the Wasatch Front Regional Council, the pandemic has decreased traffic volumes to transit stations by 38%, reduced congestion and travel times, and limited transit use.⁵



IMPACT TO UTA⁶

As part of the ongoing effort to limit the spread of the COVID-19 virus and ensure fiscal responsibility, UTA implemented temporary service reductions beginning April 5th until further notice. In addition, UTA has taken several measures to promote social distancing during the COVID-19 pandemic to protect riders and employees. UTA advised people to limit their transit use to the essential trips outlined by local and state leadership. Changes included:

- Encouraging passengers to wear a face mask
- Rear door bus boarding
- Asking passengers to stay 6-feet back from bus operators
- Daily cleaning and disinfecting of all vehicles

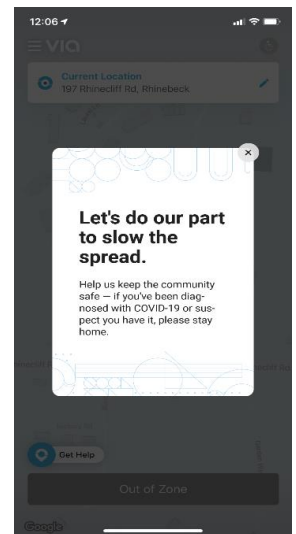
Like other transit agencies across the country, UTA has seen a significant decrease in ridership due to the COVID-19 pandemic. Average weekday ridership declined by -68% in April and by -66% in May compared to last year.

IMPACT TO THE MICROTRANSIT PILOT

The microtransit Pilot adopted social distancing and right-sizing of services similar to UTA’s adjustments in response to the pandemic. Changes included:

- Encouraging passengers to sit in the seat farthest from the driver
- Reduced maximum passengers allowed from 6 to 3
- Reduced vehicle supply to meet demand and achieve cost savings
- Providing face masks to drivers and riders
- Daily cleaning and disinfecting of all vehicles

Like other UTA services, the microtransit Pilot ridership declined significantly due to COVID-19. Average weekday ridership fell by -62% in April compared to the previous month. In May ridership recovered slightly (+18%) compared to April. On May 1st Governor Herbert moved most of Utah from the high risk into the moderate risk category, and on May 15th into the low risk category.



⁴ Utah COVID-19 response website: <https://storymaps.arcgis.com/stories/cabf07b39a6046ee992f1630949a7c80>

⁵ WFRC report: <https://docs.google.com/document/d/1yfrLHwpmEERRZzXZd-3uATTIUv-ZBLd7vIODi8gmCi0/edit>

⁶ UTA COVID-19 update website: <https://www.rideuta.com/Rider-Info/Coronavirus-COVID-19-Updates>

BEYOND METRICS – DETERMINING SUCCESS

OBJECTIVE SUMMARY

While tracking to KPIs is essential, quantitative metrics alone cannot tell the whole story. The prime qualitative objectives of the Pilot and status are:

	OBJECTIVE	STATUS
1.	Improve mobility and enhance the customer experience.	<i>On target</i>
2.	Provide expanded access for all users in the area, especially for users with disabilities.	<i>On target</i>
3.	Improve overall transit ridership by providing first and last mile connections to UTA TRAX and FrontRunner stations.	<i>On target</i>
4.	Provide trips to other important destinations in the area such as job sites, hospitals, and grocery stores.	<i>On target</i>
5.	Present economically sustainable models for scaled implementation.	<i>On target</i> ⁷
6.	Engage the public and garner public support for the Pilot.	<i>On target</i>

Status is currently on target for six out of six objectives as assessed by the Pilot team, even with COVID-19 significantly affecting Pilot operations. Pilot Objectives are referred to throughout this report to check progress towards a successful Pilot project.

SUCCESS

For UTA, the Pilot will be successful if after 12 months:

1. UTA can measure the Pilot’s performance using quantitative and qualitative data.
2. The Pilot Objectives are achieved.
3. UTA can make informed, data-driven decisions on whether to continue the Pilot and to extend UTA’s contract with Via, determine the future of Flex Routes in the service area, and the potential for microtransit in the UTA Five Year Mobility Plan.

EVALUATION PROCESS

To evaluate the Pilot, performance metrics, as identified in the Microtransit Evaluation Plan, will be collected and reported out monthly. Comprehensive quarterly reports will take place at three-month intervals throughout the project. A final evaluation report will be prepared upon Pilot completion.

PUBLIC SUPPORT

The hardest objective to gauge is public support. The Pilot team must estimate the level of public approval based on direct engagement, ridership trends, customer satisfaction scores and inferences. In Q2 public support for the Pilot can be inferred from generally positive feedback from riders, media coverage, and recovering ridership numbers. The Pilot team aims to build on this early support through continued community outreach and quality service delivery.

⁷ See Cost Effectiveness Figure 14 on Page 9 for details

QUARTERLY PERFORMANCE DETAIL

Figure 2: Q2 Data Table

Pilot Objective	Metric	Goal	MAR 2020	APR 2020	MAY 2020	Q2 Total	Q2 WAV ⁸ Only
Ridership	Total ridership	N/A	6,058	2,304	2,600	10,962	208
	Avg. weekday ridership	350 - 450 (at 6 months)	275	105	124	169	3
	Avg. riders per hour per vehicle (utilization)	2.5 - 4.5 (at 6 months)	1.5	0.7	0.8	1.02	N/A
	WAV request %	2% - 5%	1.1%	1.6%	4.0%	N/A	1.9%
	First mile / last mile connections to transit	25%	49%	39%	36%	N/A	N/A
	Shared rides %	25% (at 6 months)	23%	4%	6%	N/A	N/A
Customer Experience	Avg. customer rating	4.8 out of 5.0	4.82	4.80	4.85	4.82	4.82
	Average wait time	< 15 minutes	11	8	9	10	13
	On time pick up %	95%	94%	96%	93%	94%	88%
	Avg. minutes per ride	N/A	10	9	10	9	11
	Avg. miles per ride	N/A	3.7	3.6	3.9	3.7	3.2
	Avg. travel time	< 3 minutes per mile	2.7	2.5	2.6	2.4	3.4
Overall Performance	Operating cost ⁹	\$479,430 (Q2 Budget)	\$140,969	\$120,317	\$114,752	\$376,038	N/A
	Operating hours	13,022 (Q2 Budget)	3,978	3,456	3,289	10,724	N/A
	Operating miles	N/A	54,678	30,497	32,213	117,955	N/A
	Cost per hour	\$36.82 (Q2 Budget)	\$35.44	\$34.81	\$34.89	\$35.07	N/A
	Cost per rider	< \$13.08	\$23.27	\$52.22	\$44.14	\$34.30	N/A
	Cost per mile	N/A	N/A	N/A	N/A	N/A	N/A
	Safe operations (avoidable accidents)	< 1 per 100,000 miles	0	0	0	0	N/A
	Trips booked through Via's call center	N/A	3%	4%	6%	4%	27%
Fares from credit cards ¹⁰	N/A	\$2,313	\$2,213	\$1,483	\$6,009	N/A	

⁸ WAV – Wheelchair Accessible Vehicle. Three of the 17 total Via vehicles are WAVs.

⁹ Operating cost – Fully allocated; includes operating and capital costs. Excludes marketing expenses.

¹⁰ Fares from credit cards – Includes credit card, debit card, Apple Pay and Google Pay.

RIDERSHIP

Average weekday ridership declined by 47% in Q2 due to the health crisis. At the end of Q2, May average weekday ridership recovered slightly and increased by 18% over April as shown in Figure 3. Similarly, utilization fell by 46% compared to Q1. Given social distancing requirements and configured limits to 3 riders per vehicle, it is not currently possible to meet the pre-COVID **utilization** target. The percentage of **shared rides** decreased from 23% in March to 4% in April and rebounded slightly to 6% in May.

As shown in Figure 4, customers seeking wheelchair accessible vehicles are not only back on microtransit, usage in May was higher than ever. Figure 5 reveals that most riders took interlocal trips in Q2. Microtransit is being tested as a coverage solution, meaning the entire zone receives service. In Q2 the Pilot served approximately 1,400 unique origin points and 1,300 unique destination points highlighting the wide array of trip purposes throughout the zone. Figure 6 displays the top origin (pick up) and destination (drop off) points during the second quarter of the Pilot. The data shows that riders are using the service to connect to UTA TRAX and FrontRunner trains for **first and last mile** connections, plus travelling within the zone to local businesses for work, shopping, and recreation. Together this data demonstrates that **mobility has improved** in the Pilot service area for a diverse set of needs and for users with disabilities.

Figure 3: Average Weekday Ridership by Month

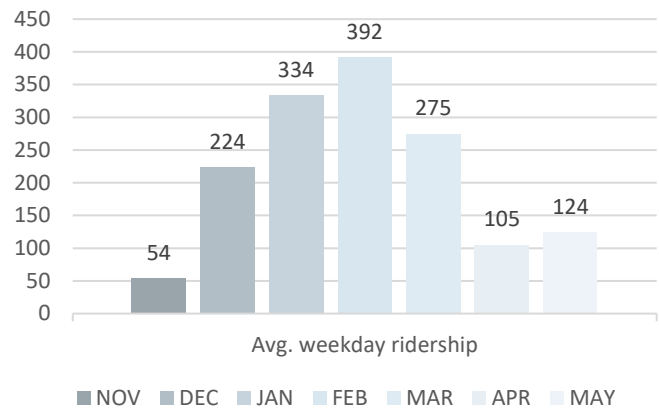


Figure 4: Trips on Wheelchair Accessible Vehicles (WAVs)

	MAR	APR	MAY
TOTAL RIDES WAV	67	37	104
AVG. WEEKDAY WAV RIDERS	3.0	1.7	5.0

Figure 5: First Mile v. Interlocal Trips

	MAR	APR	MAY
FIRST MILE / LAST MILE	49%	39%	36%
INTERLOCAL TRIPS	51%	61%	64%

Figure 6: Top Locations in Q2

Top 10 Origin (Pick Up) Locations			Top 10 Destination (Drop Off) Locations		
#	Origin	City	#	Destination	City
1	TRAX, Daybreak Parkway	South Jordan	1	TRAX, Daybreak Parkway	South Jordan
2	FrontRunner, Draper	Draper	2	FrontRunner, Draper	Draper
3	TRAX, Draper Town Center	Draper	3	TRAX, Crescent View	Sandy
4	TRAX, Crescent View	Sandy	4	Business	Riverton
5	Business	Riverton	5	TRAX, Draper Town Center	Draper
6	Business	Riverton	6	FrontRunner, South Jordan	South Jordan
7	FrontRunner, South Jordan	South Jordan	7	Business	South Jordan
8	Residential Apartments	Draper	8	Residential Apartments	Draper
9	Residential	Herriman	9	Business	Riverton
10	TRAX, Kimball's Lane	Draper	10	Business	South Jordan

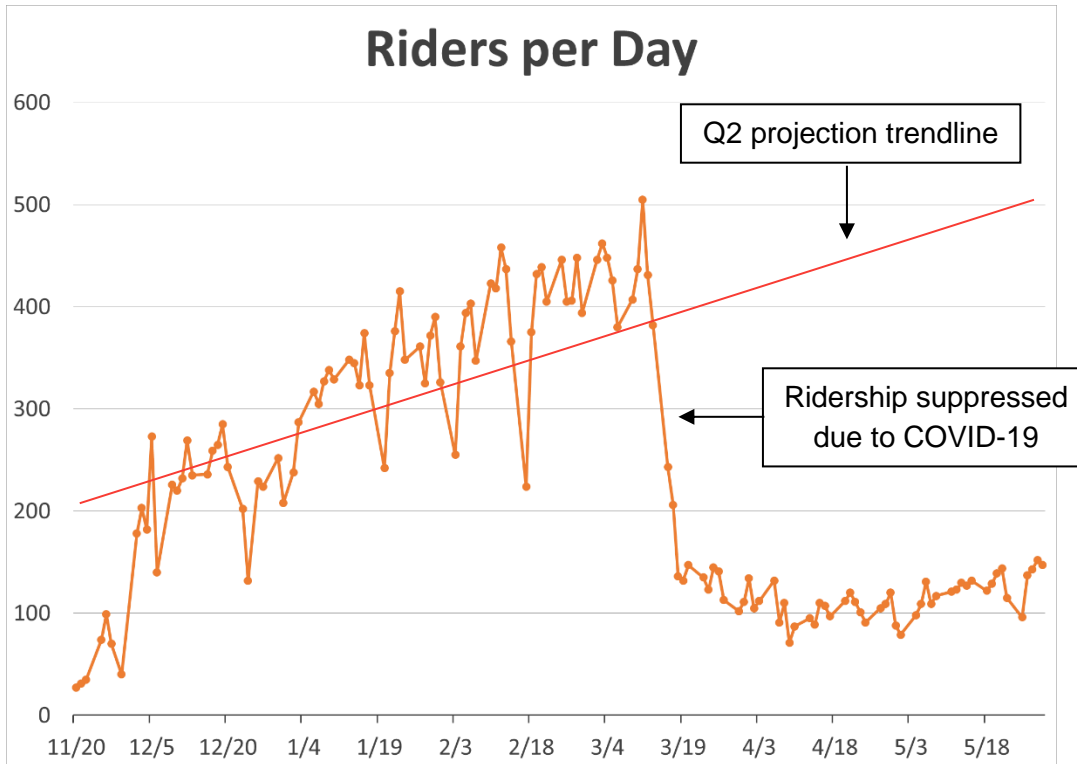
“WHAT IF” PROJECTIONS

Given the extraordinary impact on the Pilot due to the COVID-19 pandemic, the Pilot team wanted to explore a “what if” scenario. This scenario projects the last 90 days of normal pilot costs and daily ridership out to the end of Q2 using historical data. Another factor to consider is the seasonality of transit ridership. UTA ridership typically dips in the spring and summer when students travel less often. Using historical data and adjusting for seasonality results in an estimated range of 450 – 500 average weekday daily ridership, thus achieving the Pilot’s cost and ridership objectives by the end of Q2. As shown in Figure 8, actual results reported for March, April, and May 2020 are quite different from these projections due to COVID-19. Still, Pilot stakeholders may find this alternative scenario helpful when evaluating the potential of future microtransit services.

Figure 7: KPI Projections Under Normal Circumstances

Pilot Objective	Metric	Q1 Actual	Q2 Actual	Q2 Projection	Target Met?
Ridership	Avg. weekday ridership	316	169	450 – 500	✓
	Utilization ¹¹	1.88	1.02	2.5 – 2.7	✓
Customer Experience	Avg. wait time (minutes)	11	10	12 – 13	✓
Overall Performance	Cost per rider	\$19.10	\$34.30	\$12 – \$13	✓

Figure 8: Actual Daily Riders with Trendline Projection



¹¹ Utilization – Average riders per hour per vehicle

CUSTOMER EXPERIENCE

Providing an **enhanced customer experience** is one of the Pilot’s primary objectives. This is being measured by customers rating their experience in the Via app immediately after their ride. Approximately 37% of riders rated their trips in the second quarter, giving the Pilot service an average score of 4.8 out of 5.0 stars and meeting the Pilot’s stated goal of 4.8.



Formal **customer feedback** was collected mainly through the Via app and by UTA customer service representatives. Over the quarter there were 104 total comments logged, mainly through Via’s app. Figure 9 shows that there were more commendations than any other type of feedback. Praise for the service was followed by complaints about vehicle routing, concerns about driving habits, and complaints about driver behavior. Requests to expand the level of service (i.e. longer hours, larger zone) and other types of issues (i.e. fares, app usage) rounded out the feedback. These comments are reviewed by the Pilot team and with Via to continuously improve the service. In addition to the formally logged and tracked feedback, the Pilot team is listening to customers on social media and through an Open UTA survey.

An **average ride** is short in both distance and duration. A typical ride is 3-4 miles and lasts 9-10 minutes from pick up to drop off. The average travel speed is 2.4 minutes per mile, or approximately 25 MPH. This compares favorably to travel times on mainly 25-40 MPH roads and non-highway auto trips. **On-time pickups** improved a little from 93% in Q1 to 94% in Q2. Since the Via service uses a corner-to-corner routing, customers are typically asked to walk to the nearest intersection. The average walking distance was 0.14 miles total per trip.

Figure 9: Customer Comments, Q2

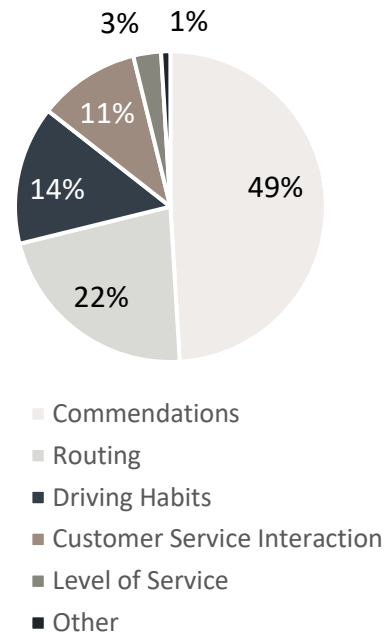
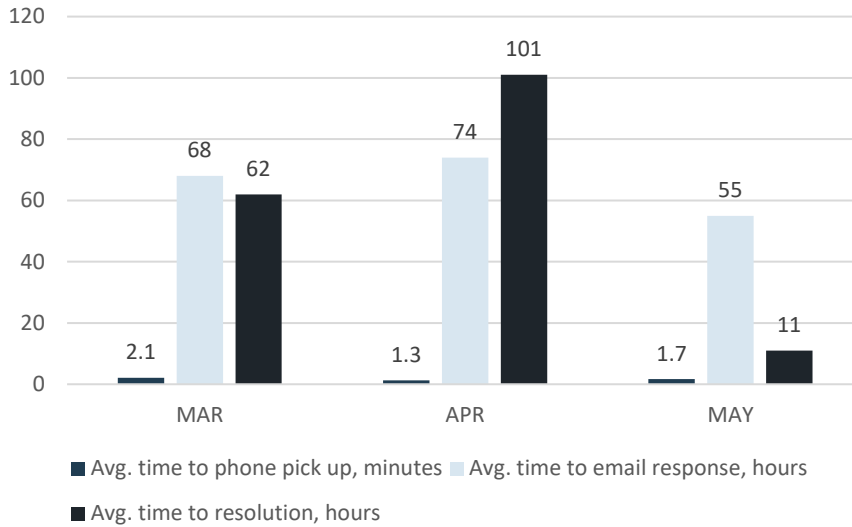


Figure 10: Sample Rider Feedback by Category

Sample Comment	Category
“Very helpful thank you so much” “He’s amazing” “Really helpful and very professional he actually makes me look at UTA more positively” “Ian was very nice! Great conversation and excellent driver!” “She was very kind to wait for me after calling her when I couldn’t find her.”	Commendations
“I missed my 4 pm train because she was delayed in picking me up. Now I have to wait an additional half an hour for the next train. Very disappointed.”	Routing
“Driver of UTA van with Utah plate V52 9XG operating recklessly...”	Driving Habits
“I wish UTA had the Via thing in Davis County.”	Level of Service
“Smelt like cigarette smoke.”	Customer Service Interaction

When customers need to book a ride over the phone or resolve a problem, they dial into a Via-operated call center. Figure 11 shows that average phone pick-up times are holding steady around two minutes or less throughout Q2. After higher than normal resolution times in April, service levels have improved since the start of the quarter.

Figure 11: Via Customer Call Center Service Levels



“Ride was grrrrrrrrreat!” – Customer comment March 17th

“I love the VIA service. My greatest hope is that it will operate on weekends and be available earlier in the mornings.” – Customer comment April 2nd

“He went out of his way to keep us safe” – Customer comment April 22nd

COST EFFECTIVENESS

The Pilot team analyzes costs per the Pilot Objectives to present economically sustainable models for scaled implementation. Operating microtransit under a Transportation-As-A-Service (TAAS) model, UTA’s cost to run each hour of service is a fixed **cost per hour** as negotiated in the UTA-Via agreement. Adding fuel expenses, total operational costs in Q2 averaged \$35.07 per hour which compares favorably to a UTA benchmark system cost of \$45.93 per hour as shown in Figure 12.

UTA’s Flex Routes set the basis for the Pilot’s **cost per rider** goal. In general, microtransit cost per rider is expected to be higher than fixed route bus but lower than paratransit bus. UTA’s Flex Route operating costs per rider fall into that range. In 2018 Flex Routes in the service area had an average investment per rider (IPR) of \$16.35. The Pilot aims to be more cost effective than existing service by cutting costs 20% from \$16.35 to \$13.08 per microtransit rider. In Q2 the Pilot averaged \$34.30 per rider as shown in Figure 12.¹² Note that projections using pre-COVID data estimate a \$12 – \$13 cost per rider per Figure 7.

Figure 12: Cost Effectiveness Tracking

	PILOT TARGET	PILOT Q1	PILOT Q2	Q2 PROJECTIONS	UTA BENCHMARK	BENCHMARK BASIS
COST PER RIDER	< \$13.08	\$19.10	\$34.30	\$12.00 - \$13.00	\$16.35	UTA Flex Route Bus
COST PER HOUR	\$36.82	\$36.18	\$35.07	N/A	\$45.93	UTA System
COST PER MILE	N/A	N/A	N/A	N/A	N/A	UTA System

¹² Unique to microtransit, this Pilot is tracking fully allocated costs that include both capital and most operating expenses, while all other UTA services track only operating expenses making it difficult to compare costs across service types. Cost per mile does not apply because these costs are already included in the hourly rate.

The Pilot finished Q2 under **budget** by 2,298 hours and \$103,392 (19%). Cost savings are due to the Pilot’s ability to quickly reduce hours as customer demand fell in Q2 due to the health crisis. Cumulative tracking shows a total of 4,417 hours and \$188,149 under budget.

FLEX ROUTES

As part of the Pilot, UTA seeks to understand if microtransit can be an alternative mode of transit to traditional bus services in low density and harder to serve areas. During the Pilot planning phase, routes F504, F518, F534, F546, and F547 were identified as routes which do not meet UTA service and performance standards.¹³ These standards include low ridership and a high IPR. While the Flex Routes remain in operations during the Pilot, the project team continues to monitor and evaluate their performance as part of the overall recommendations regarding the future of the microtransit service.

Like other UTA services, Flex Route ridership declined significantly due to COVID-19. Q2 Flex Route performance data indicates a year over year 70% total reduction in ridership across routes F504, F518, F534, F546, and F547. Route F534 was suspended and frequency on other routes was reduced to 60 minute all day service on April 14th along with many other COVID-19-related service reductions. While the project team does not have supporting quantitative or qualitative data to support a mode shift from the Flex Routes to the microtransit service, it can be inferred that some UTA customers are likely changing modes as microtransit ridership continues to increase.

Figure 13: Selected Flex Route Trends

	MAR	APR	MAY	Q2 TOTAL
LAST YEAR	MAR 2019	APR 2019	MAY 2019	
F504	2,160	2,068	2,179	
F518	1,775	1,940	1,957	
F534	337	373	377	
F546	1,877	2,050	1,864	
F547	2,226	2,492	2,562	
FLEX ROUTE RIDERSHIP	8,375	8,923	8,939	26,237
THIS YEAR	MAR 2020	APR 2020	MAY 2020	
F504	1,421	537	604	
F518	963	385	446	
F534	180	22	0	
F546	829	336	353	
F547	1,098	334	412	
FLEX ROUTE RIDERSHIP	4,491	1,614	1,815	7,920
YEAR OVER YEAR FLEX ROUTE RIDERSHIP CHANGE	-3,884	-7,309	-7,124	-18,317
% CHANGE	-46%	-82%	-80%	-70%
FOR COMPARISON, Q2 MICROTRANSIT RIDERSHIP	6,058	2,304	2,600	10,962

¹³ The microtransit service area was subsequently modified prior to launch. The F514, which meets UTA service and performance standards for Flex Routes, was included in the modified service area but is not included in the Flex Route Performance Indicators.

OVERALL PERFORMANCE

The microtransit Pilot is testing a **coverage service model** by providing on-demand access to everyone in the area. The Pilot nearly doubled the coverage area with an 80% increase from 36 square miles to 65 square miles. Over the remaining months, the Pilot team will determine if microtransit is working as an efficient and effective coverage service by measuring against the KPIs in Figure 1 and Pilot Objectives on page 3.

The majority (76%) of riders **pay** with a UTA pass, ticket, or transfer as shown in Figure 14. Credit card payment (22%) includes credit cards, debit cards, Apple Pay, and Google Pay. Free and promotional fares (2%) include free ride credits tied to a single-use promotional code and fares waived to smooth out customer service issues.

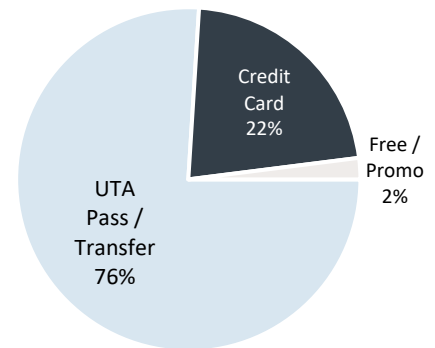
The Pilot’s **safety** goal is less than one unavoidable accident per 100,000 miles.

In the second quarter of Pilot operations there were zero unavoidable accidents over 117,955 total miles surpassing the safety metric. Customer comments that touch on safety typically fall under Driver Habits (i.e. driving too fast) and Routing (i.e. unsafe drop off point). The Pilot team has developed an Incident Response Plan to define and report any safety incidents.

The Pilot is designed to deliver **accessible and equitable** service for all riders in the service area. The team is focusing on these key components to measure accessibility and equity:

- **WAV trips** – UTA estimates that 2-5% of fixed route transit riders use a wheelchair ramp to board a train or bus. The Pilot’s goal is to fall within that same 2-5% range. In the second quarter, an average of 1.9% of Pilot riders requested WAVs almost reaching the quarterly target. More recently, in May the Pilot had a 4.0% WAV usage rate achieving the target for the first time.
- **Equivalent service** – The Pilot team logs quality of service data specific to WAV trips such as average wait time and customer satisfaction ratings. This data is then compared to the overall Pilot statistics, as shown in Figure 2, to check if AV customers are receiving an equivalent customer experience. In the second quarter, the service achieved equivalent customer satisfaction scores. Average wait times for WAV vehicles were two minutes longer at 13 minutes and still below the 15-minute goal. WAV customers generally took trips that were shorter in distance but with longer travel times because of extra time needed to deploy the ramp, board the vehicle, and secure the wheelchair. On time pickup rates were less reliable at 88% for WAVs compared to 94% overall.
- **CAT committee feedback** – Due to COVID-19 interaction with the Committee for Accessible Transportation (CAT) was temporarily curtailed. Outreach efforts are being planned now to gather CAT feedback on the Via app through online meetings. The team also plans to demonstrate a microtransit WAV at the September CAT meeting.

Figure 14: Fare Payment by Type



MARKETING AND PROMOTIONS

CURRENTLY ON HOLD. All advertising and marketing campaigns have been suspended since mid-March due to COVID-19. Marketing is an essential element to raise awareness of the new service and to encourage trial. To date the most productive marketing sources are organic growth, clicks to UTA’s Pilot webpage, referrals from other riders, and community outreach / street marketing efforts.

The UTA Pilot webpage is seeing less traffic this quarter due to suspended advertising, yet it still receives approximately 24 hits per day. The Pilot's Via app has been downloaded by over 6,200 total users. It is currently downloaded approximately 5 times per day. Most of the app download sources are from organic growth (word of mouth).

CHALLENGES

No new service will launch without challenges. Operational **gaps** that temporarily hinder this Pilot are:

- **Paratransit connections.** Initial testing and implementation of Paratransit connections and scheduling software began this quarter, but Via has not yet transported any paratransit customers. The team is learning from the first two test rounds and adjusting accordingly based on early results. The team has also identified WAV capacity issues due to higher than anticipated demand and is developing an alternatives analysis to address the issue.
 - **DSPD certification.** The Pilot team relies on Utah's Division of Services for People with Disabilities (DSPD) program to vet driver eligibility to transport DSPD clients. On June 1st DSPD revised its screening process and some drivers will need to resubmit applications using the new process.
 - Other Pilot challenges include fare reconciliation, refining the routing and ETAs, pick up / drop off points, and ongoing driver training.
-

NEXT STEPS

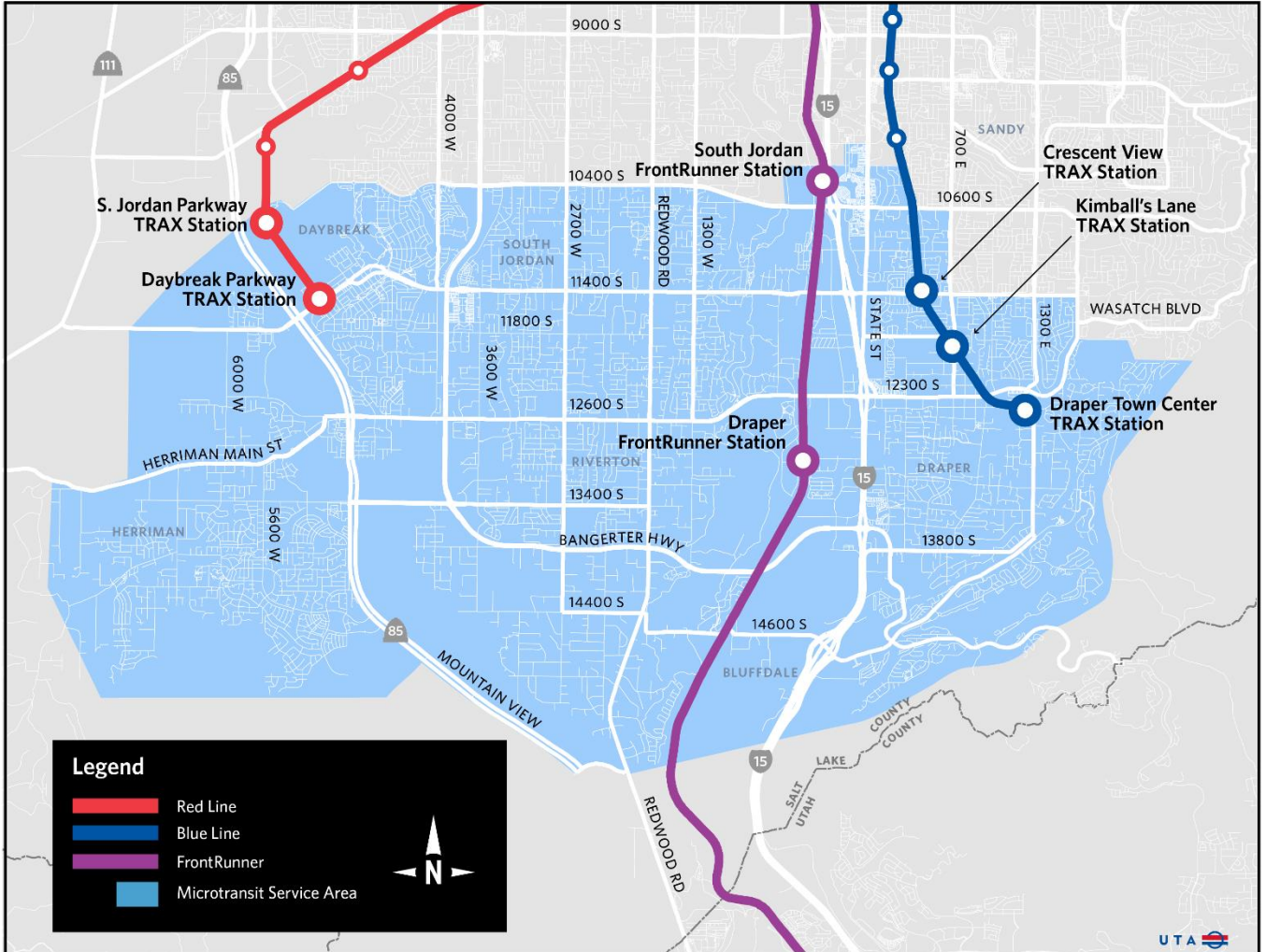
It's worth noting that even with COVID-19, there are no significant changes recommended by the Pilot team because the Pilot is currently achieving its stated Objectives. The Pilot Team recommends continuing the Pilot as riders gradually return in greater numbers. Via continues to train drivers and respond to new feedback and data. The Pilot team continues to learn and fine-tune the service delivery. Priorities over the next quarter include:

- Continued testing of **paratransit connection scheduling** software and procedures to make timed transfers between Via and Paratransit vehicles at designated service points. Finalize and implement service recommendations or changes as identified in the alternatives analysis. This is a critical component of the Pilot.
- Throughout the second quarter the Pilot team has been planning integration for **electronic fare cards**. This enhancement is being scoped out now and will next move to the contracting and software development phase. September 1, 2020 is the planned completion date.
- Revised **marketing** and outreach to key customer groups. In March, all advertising campaigns for the service were put on hold due to COVID-19. The Pilot team is now refining a marketing budget for the rest of 2020 that aligns with UTA's health and safety-focused communication plans. Later campaigns will concentrate on building ridership.
- Exploring planned **enhancements** for integrated trip planning with Transit App and inclusion of electric vehicles. The Pilot partners will develop time and cost estimates for options that could be implemented in 2020 or later.
- Determining how to evaluate potential **changes** to the Pilot. For example, should the operating hours or days be expanded? Should the service boundaries be modified? What are the cost and quality of service impacts?

The **contract** with Via has a base term of one year, with two options to extend for two additional years. In the coming months, UTA will determine if the contract should be extended for a second year.

APPENDIX A

PILOT SERVICE AREA



APPENDIX B

MEDIA COVERAGE

SELECTED NEWS FEATURING THE MICROTRANSIT PILOT, 2ND QUARTER

- UTA's 'microtransit' experiment working well, offers flexibility during COVID-19 outbreak
<https://www.sltrib.com/news/2020/04/09/utas-microtransit/>
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SOCIAL MEDIA

SELECTED TWEETS TO #UTAONDEMAND

← #UTAonDemand 🔗 ⋮

Top Latest People Photos Videos

UTA @RideUTA · 05 Mar
Thanks for sharing your #UTAonDemand by @ridewithvia experience, @KSL_AlexCabrero!

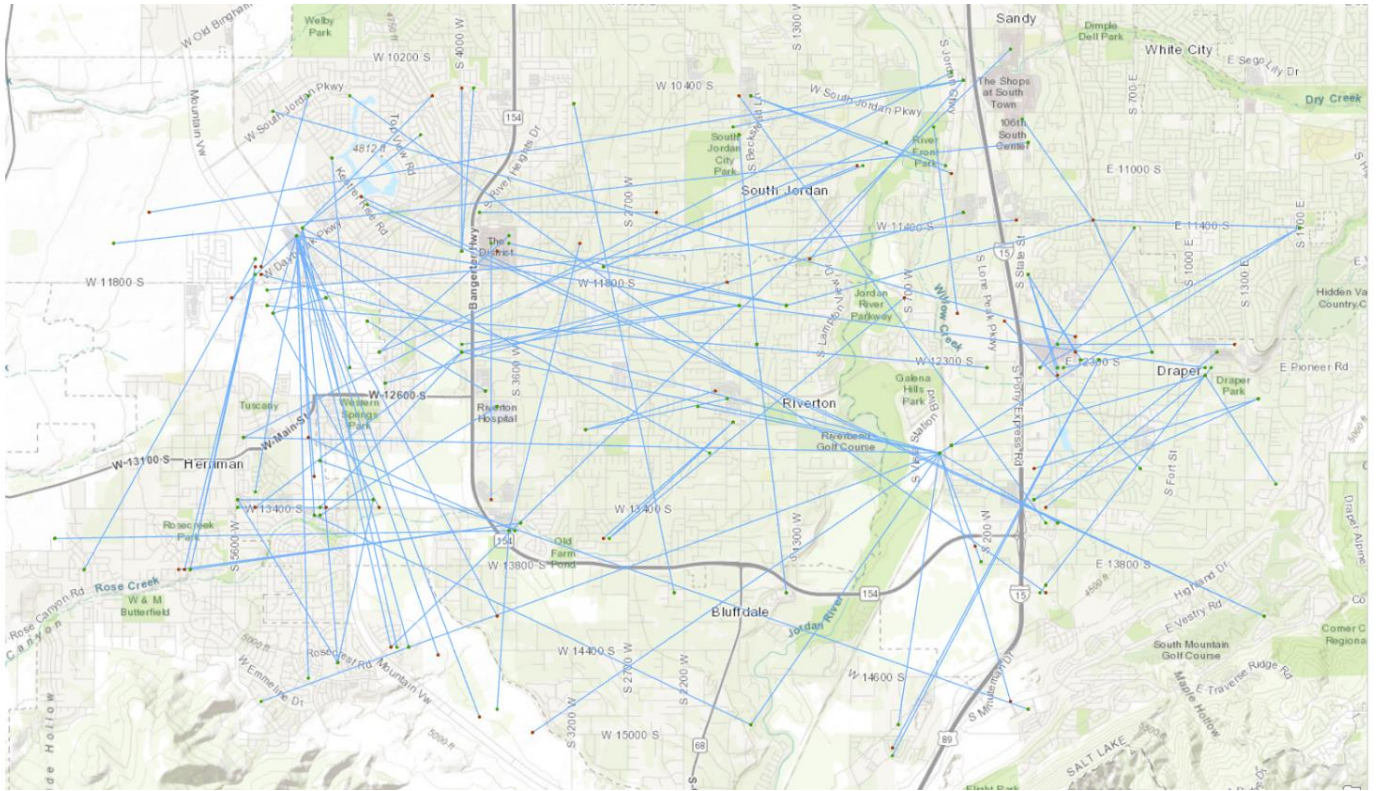
Alex Cabrero @KSL_... · 05 Mar
Trying out @RideUTA new Via on demand micro-transit van. It's just like Uber and drops you off at TRAX/ Frontrunner stations. The cost is included in those tickets. Right now...

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APPENDIX C

SAMPLE TRIP MAP

Figure 15: Map illustrates trips taken on Thursday, May 28, 2020





MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: July 1, 2020

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of the purchase, exchange, lease, or sale of real property if public discussion would prevent the Authority from completing the transaction on the best possible terms.
DISCUSSION:	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purposes for this closed session are:</p> <ul style="list-style-type: none">• Strategy session to discuss pending or reasonably imminent litigation.• Strategy session to discuss of the purchase, exchange, lease, or sale of real property if public discussion would prevent the Authority from completing the transaction on the best possible terms.