

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

Wednesday, March 25, 2020, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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 prevent and 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.

- Some or all members of the Board of Trustees and meeting presenters may 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, March 24th 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)
- In-person participants will be limited to no more than 10 people and will be by invitation only.
- 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. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Consent | Chair Carlton Christensen |
| a. Approval of March 6, 2020 Special Board Meeting Minutes | |
| b. Approval of March 11, 2020 Board Meeting Minutes | |
| c. Approval of External Auditor Engagement Letter (Keddington and Christensen) | |
| d. Approval of COVID-19 Pandemic Leave Program | |

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

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

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| <p>5. Agency Report</p> <ul style="list-style-type: none"> a. COVID-19 Update b. Earthquake Update c. UTA Happenings | <p>Carolyn Gonot</p> |
| <p>6. Government Relations and Legislative Update</p> | <p>Shule Bishop</p> |
| <p>7. Resolutions</p> <ul style="list-style-type: none"> a. R2020-03-02 Resolution Approving the Interlocal Cooperation Agreement for the Maintenance of Park and Ride Lots Near Big and Little Cottonwood Canyons b. R2020-03-03 Resolution Approving Title VI Service Equity Analysis of April 2020 Change Day | <p>Eddy Cumins</p> <p>Andrew Gray</p> |
| <p>8. Contracts, Disbursements and Grants</p> <ul style="list-style-type: none"> a. Contract: Provo/Orem BRT Property Acquisition - Parcel 155:A, 155:E, 155Ref:A, 155Ref:E (University Crossing Shopping Center, LLC) b. Contract: Property Mediation Settlement - FrontRunner North Between 600-800 North, Salt Lake City (Salt Lake City Metro, LLC) c. Disbursement: Light Rail Parts Inventory (Siemens Mobility Inc.) d. Pre-Procurement <ul style="list-style-type: none"> i. Light Rail Vehicle Door Parts ii. Meadowbrook Maintenance Bays and Canopies Design Work iii. Transit Planning Software e. Grant Application: Department of Health and Human Services Grant Application for Administration on Community Living Challenge – Partnering with Community Options, Inc. | <p>Paul Drake</p> <p>Paul Drake</p> <p>Bob Biles</p> <p>Todd Mills</p> <p>Mary DeLoretto</p> |
| <p>9. Discussion Items</p> <ul style="list-style-type: none"> a. UTA Frontlines Headquarters Administration Building b. Summary of Fare Changes and Planned Public Outreach c. 2019 Chief Performance Targets Report and 2020 Goals | <p>Mary DeLoretto,
Hal Johnson, Paul Drake</p> <p>Monica Morton,
Andrea Packer</p> <p>Carolyn Gonot, Bob Biles,
Eddy Cumins
Mary DeLoretto,
Nichol Bourdeaux, Kim Ulibarri</p> |

10. Other Business

- a. Next meeting: April 8, 2020 at 9:00 a.m.

Chair Carlton Christensen

11. Closed Session

- a. Strategy Session to Discuss Collective Bargaining

Chair Carlton Christensen

12. Adjourn

Chair Carlton Christensen

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

Being safe is in your own hands



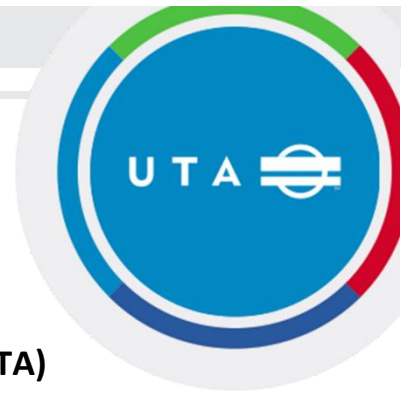


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: March 25, 2020

SUBJECT: Approval of March 6, 2020 Board of Trustees Special Meeting Minutes	
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the March 6, 2020 Board of Trustees special meeting
BACKGROUND:	A special (not regularly scheduled) meeting of the UTA Board of Trustees was held on Friday, March 6, 2020 at 9:00 a.m. at UTA Headquarters. 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) 2020-03-06_BOT_Minutes_Special Board Meeting_UNAPPROVED



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
March 6, 2020**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also attending were Carolyn Gonot, David Wilkins, Annette Royle, Jana Ostler, Cathie Griffiths, Kim Ulibarri, and Rich Murray.

Call to Order and Opening Remarks. Chair Christensen called the meeting to order at 9:03 a.m. and welcomed attendees.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to strategy for collective bargaining. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 9:03 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 9:31 a.m.

Adjourn. The meeting was adjourned at 9:31 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials and audio located at <https://www.utah.gov/pmn/sitemap/notice/592679.html> for entire content.

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

UNAPPROVED

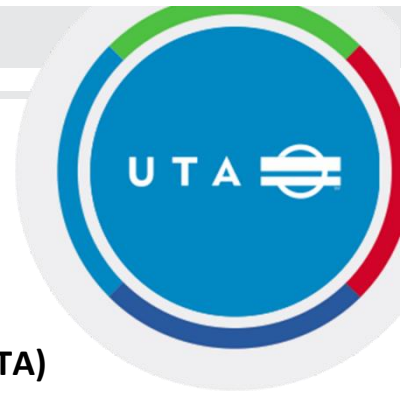


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Approval of March 11, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the March 11, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held on Wednesday, March 11, 2020 at 9:00 a.m. at UTA Headquarters. 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) 2020-03-11_BOT_Minutes_UNAPPROVED



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
March 11, 2020**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also attending were members of UTA staff.

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Director of Safety & Security, for a brief safety message.

Public Comment Period. No in-person public comment was given. 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.

Consent Agenda. The consent agenda was comprised of:

- Approval of February 26, 2020 Board Meeting Minutes

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

Government Relations and Legislative Priorities Report. Shule Bishop, UTA Government Relations Director, stated the agency is following Senate Bill 150, which is currently on its third substitute. The agency is also monitoring appropriations related to opportunity zones and a Point of the Mountain transit study.

Agency Report.

UTA Happenings and 50th Anniversary. Carolyn Gonot, UTA Executive Director, spoke about UTA's 50th anniversary celebration and associated events, including Transit Day on the Hill, an employee service project through the Gail Miller Homeless Service Center in Salt Lake City, and an employee appreciation event that will take place in the summer. She also mentioned community engagement events such as a customer appreciation pop-up event held in Salt Lake City and presentations that were given at the West Jordan Senate Academy, West Valley Senate Academy, and the Newbridge School in Ogden.

Coronavirus Update. Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer, and Nichol Bourdeaux, UTA Chief Communications & Marketing Officer. Ms. Gonot stated the agency is reviewing and revising its response plan for the COVID-19 (coronavirus) outbreak in accordance with updates from the Center for Disease Control and the Utah State Department of Health. Mr. Cumins added that UTA trains and buses are being cleaned every night and that hand and grab rails, vehicle floors, and operating facilities are being cleaned daily with disinfectant.

Discussion ensued. Questions on additional costs associated with the more stringent cleaning procedures and communication of processes to the general public were posed by the board and answered by staff.

Bonding Update. Ms. Gonot was joined by Bob Biles, UTA Chief Financial Officer. Mr. Biles summarized the recent bond refunding, an effort which was authorized last fall as part of an approval to refund up to \$470 million in bonds. In the fall, a decision was made to delay a portion of the refunding until more favorable market conditions existed. The market has since shifted, and last week UTA refunded over \$216 million. The refunding resulted in more than \$17.4 million in savings, which will reduce the agency's debt service in years 2027-2036.

Financial Report – January 2020. Bob Biles, UTA Chief Financial Officer, reviewed the January 2020 financial report, including the financial dashboard, sales tax collections by county, expense

variance by mode, expense variance by chief officer, and expense variance by type. Discussion ensued. Questions on treatment of “4th quarter” funds (i.e., sales tax revenue from the 4th quarter tax percentage allocated to transit) and impact of COVID-19 on revenues were posed by the board and answered by Mr. Biles.

Resolutions.

R2020-03-01 Resolution Authorizing Executive Director to Execute Grant Agreements for Specified Projects. Mary DeLoretto, UTA Acting Chief Service Development Officer, was joined by Alma Haskell, UTA Grants Development Administrator. Ms. DeLoretto explained the resolution, which grants the executive director authority to execute a number of pending grants. Discussion ensued. A question on the total number of grants included in the resolution were posed by the board and answered by staff.

A motion to approve R2020-03-01 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.

Grant Application: FTA FY 2020 Bus and Bus Facilities Grant Application for On-Board Mobile Data Devices. Ms. DeLoretto was joined by Mr. Haskell. Ms. DeLoretto indicated the agency is seeking funding from the Federal Transit Administration (FTA), Wasatch Front Regional Council, and Mountainland Association of Governments for an on-board mobile data devices project. The project cost is approximately \$4 million with a \$1 million match. Discussion ensued. Questions on cost advantages for internal development and timeline for development and implementation were posed by the board and answered by staff.

Grant Application: FTA FY 2020 Low or No Emission (Low-No) Grant Application for Ogden/WSU Bus Rapid Transit (BRT) Project. Ms. DeLoretto was joined by Mr. Haskell. Ms. DeLoretto stated the project partners on the Ogden/Weber State University (WSU) BRT project have expressed a preference for electric buses. The grant would fund some of the costs for those vehicles.

Grant Application: CMAQ/STP/TAP MAG Concept Report Submittals for the Provo/Orem Urbanized Area (Utah County). Ms. DeLoretto was joined by Mr. Haskell. Ms. DeLoretto explained the application, which applies for funding on multiple projects:

- Bus stop improvements
- On-board technology, mobile data devices
- Historic Utah Southern Railroad Trail feasibility study

In addition, the Utah Department of Transportation is submitting a request for the Utah County Central Corridor environmental study for which UTA has committed to a local match contribution of \$203,100, and Orem City is submitting a request for funding to construct a parking structure at the Orem Intermodal Center for which UTA has committed to help identify local match funding opportunities.

Discussion ensued. A question on the rail trail application was posed by the board and answered by staff.

Pre-Procurement. Todd Mills, UTA Sr. Supply Chain Manager, was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Mills indicated the agency intends to procure the following:

- i. Light Rail Auxiliary Power Supply (APS) Overhaul

Discussion ensued. Questions on the ability to do the overhaul work in-house and projected lifespan of auxiliary power supplies relative to the lifespan of the vehicles were posed by the board and answered by staff.

Service and Fare Approvals.

Tickets for Transit Pilot for General Conference (The Church of Jesus Christ of Latter-day Saints). Monica Morton, UTA Fares Director, explained that the “tickets for transit” pilot is intended to inform pricing and parameters for future initiatives.

This particular initiative incentivizes General Conference attendees to take transit to the event by using subsidized tickets (which double as transit passes). The tickets will be paid for by The Church of Jesus Christ of Latter-day Saints. The final contract amount will be based on ridership during the event, and it is estimated it will generate \$30,000 in fare revenue.

Discussion ensued. The board asked whether there were other entities that have approached UTA to participate in a “tickets for transit”-type initiative, to which Ms. Morton responded in the affirmative. She mentioned the agency has participated in previous ticket-as-fare initiatives with the University of Utah and the Ogden Twilight Series concerts. The board posed additional questions on the effects of current passholders on ridership numbers, pricing by mode, and the availability of Sunday FrontRunner service. Ms. Morton indicated Sunday FrontRunner service is currently not available, though the agency is working to identify the cost of running limited ad hoc

Sunday service paid for by event sponsors. The board further inquired about third-party payment for the service, availability to other event sponsors, and consistency in calculating subsidized fares. Ms. Morton responded the pilot would provide data to create a consistent pricing model for other entities wishing to sponsor fares for events.

A motion to approve the ticket for transit pilot as described was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Promotional Fare Request – Youth Rider’s License. Ms. Morton indicated staff is requesting approval of a promotional \$49 three-month pass from June through August for youth riders. Discussion ensued. Questions on the number of passes sold last year, usage data from last year, and marketing efforts through schools were posed by the board and answered by Ms. Morton.

A motion to approve the promotional fare request 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, March 25, 2020 at 9:00 a.m.

Closed Session. Chair Christensen indicated there was a need for a closed session to discuss collective bargaining. A motion for a closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously. Chair Christensen called for a break at 10:02 a.m. and indicated closed session would begin at 10:10 a.m.

Open Session. A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board returned to open session at 10:26 a.m.

Adjournment. The meeting was adjourned at 10:27 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/593193.html> for entire content.

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

Appendix

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting March 11, 2020

Received March 9, 2020 from George Chapman:

Please consider not buying the type of BRT bus that is on 35Max. In an accident, all passengers will go flying unrestrained and injuries could be great. Anytime there is a chance that the bus is not protected from traffic (cross traffic or even next lane), potential for an accident rises.

The BRT buses are like the shuttles recently taken out of service for similar safety reasons.

Regular buses generally keep most passengers in their seat aisle in a crash.

Received March 10, 2020 from Chris Line, Staff Attorney, Freedom from Religion Foundation:

It is our understanding that the Board will be discussing and approving its "Tickets for Transit" program for the Church of Jesus Christ of Latter-day Saints General Conference on March 11, 2020.

We sent a letter regarding this matter to Mayor Mendenhall (please find attached), but we understand that the actual implementation of this program will be done by the UTA. We write to request that the Board consider the potential legal ramifications of implementing a discriminatory program for the benefit of the Church of Jesus Christ of Latter-day Saints and its members. We will be submitting a GRAMA request to UTA in order to better understand all of the parameters of the partnership between UTA and the Church, but this program

appears to be discriminatory towards non-Mormons by offering a benefit solely to members of the Church in order to attend a religious event.

We understand that the Church will be partially subsidizing this program, but it appears that a majority of the cost to provide this benefit to members of the Church will come in the form of taxpayer dollars and/or state and federal funding.

While expanding transit accessibility and affordability for Salt Lake City residents is an admirable endeavor, extending this benefit to members of the Church of Jesus Christ of Latter-day Saints in order to facilitate their attendance at a church event shows favoritism to Mormons and excludes the nonreligious and members of all other religions. This is a clear violation of the Establishment Clause of the First Amendment. This discrimination based on religion is also a violation of both federal and state civil rights law.

This program will deny non-Mormon citizens the right to “full and equal” enjoyment of UTA’s transportation services, and we urge you to reject this discriminatory program in order to comply with the Establishment Clause, the Civil Rights Act, and respect the constitutional rights of all Salt Lake City residents.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Approval of External Auditor Engagement Letter (Keddington and Christensen)
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the engagement letter with Keddington and Christensen for UTA's 2019 external financial audit and authorize the Chair of the Board to sign it.
BACKGROUND:	Certified Public Accountant firm Keddington and Christensen has been contracted to perform UTA's 2019 external financial audit.
DISCUSSION:	The Board of Trustees will authorize the Chair of the Board to sign the engagement letter, allowing the work of the external auditors to move forward in a timely manner.
ATTACHMENTS:	1) 2019 External Audit Engagement Letter



KEDDINGTON & CHRISTENSEN, CPAS
CERTIFIED PUBLIC ACCOUNTANTS

Gary K. Keddington, CPA
Phyl R. Warnock, CPA
Marcus K. Arbuckle, CPA
Steven M. Rowley, CPA

March 16, 2020

To Board of Trustees,
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

We are pleased to confirm our understanding of the services we are to provide Utah Transit Authority (the Authority) for the year ended December 31, 2019. We will audit the financial statements of the business-type activities and aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules and disclosures relating to the Pension liability and fiduciary activities

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to

report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, ; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit of the Authority's financial statements, and Single Audit. Our reports will be addressed to the Board of Trustees of Utah Transit Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental

regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts, and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements

applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities include identifying significant contractor relationships in which the contractor has the responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on or before March 1, 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written

representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any nonaudit services we may provide. Further, you agree to oversee any nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keddington & Christensen, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Keddington & Christensen, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 2020 and to issue our reports no later than May 15, 2020, assuming documentation is ready as needed. Steven Rowley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Gary Keddington is the concurring audit partner, and will assist in overseeing the engagement.

Our fee for these services will be as described in our contract “*UT 15-1287PP; Financial Audit Services*” dated October 8, 2015, and will combine both the UTA financial and defined benefit plan audits as the defined benefit plan is considered a part of the UTA financial statement reporting entity. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The contracted fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Utah Transit Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Keddington & Christensen, LLC

RESPONSE:

This letter correctly sets forth the understanding of Utah Transit Authority.

Signature _____

Title _____

Date _____



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kim S. Ulibarri, Chief People Officer
PRESENTER(S): Kim S. Ulibarri

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Approval of COVID-19 Pandemic Leave Program
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the COVID-19 Pandemic Leave Program for a temporary period from March 2020 through the duration of the COVID-19 pandemic and authorize the Executive Director to make adjustments as necessary during the pandemic period.
BACKGROUND:	<p>On March 6, 2020 Governor Gary Herbert issued an executive order declaring a state of emergency in response to an evolving outbreak of the coronavirus. The Governor, Utah COVID-19 Community Task Force and local health officials have encouraged all organizations in the state of Utah to consider adapting their normal operations to help slow the spread of coronavirus in their spheres.</p> <p>Management has introduced a temporary leave program for the protection and wellbeing of UTA employees and the community, for the purpose of minimizing and reducing workplace exposure and transmission of the COVID-19 virus.</p>
DISCUSSION:	<p>The COVID-19 Pandemic Leave Program (defined in the attached memo) provides employees with supplemental paid leave that is distinct from UTA's existing paid leaves specified in current paid leave policies and the collective bargaining agreement. UTA shared this program with ATU leadership, and they are supportive of providing additional COVID-19 Pandemic Leave.</p> <p>Board Policy 1.1 requires Board of Trustee approval for exceptions to UTA policies. The COVID-19 Pandemic Leave Program will temporarily supplement the leave agreed to in the collective bargaining agreement and other current leave programs for administrative employees. It also provides a temporary exception to UTA Policy 6.7.7.4-Sick Leave for Administrative Employees by allowing use of this leave for childcare.</p> <p>This leave is intended to be effective on a temporary basis during this emergency situation and is subject to change or be revoked at the discretion of the Executive</p>

	Director. UTA will continue to closely monitor the COVID-19 situation and make adjustments as necessary.
ALTERNATIVES:	Revise the COVID-19 Pandemic Leave Program as presented
FISCAL IMPACT:	UTA's 2020 budget currently accounts for wages for employees. This leave will be paid for out of those already budgeted hours. Unlike UTA's current sick, personal time and vacation paid leaves, this leave does not accrue therefore there is no fiscal value for any unused hours.
ATTACHMENTS:	1) COVID-19 Pandemic Leave Program Memorandum dated March 18, 2020

COVID-19 Pandemic Leave Program Memorandum

TO: UTA Employees

FROM: Kim S. Ulibarri, Chief People Officer

DATE: March 18, 2020

SUBJECT: COVID-19 Pandemic Leave Program

In response to the recommendation of both federal and state authorities, Utah Transit Authority (UTA) is implementing a temporary paid leave program entitled, "COVID-19 Pandemic Leave." This supplemental leave program is being introduced for the protection and wellbeing of UTA employees and the community, for the purpose of minimizing and reducing workplace exposure and transmission of the COVID-19 virus.

The COVID-19 Pandemic Leave Program provides employees with supplemental paid leave that is distinct from UTA's existing paid leaves, specified in current paid leave policies and the collective bargaining agreement. UTA met with ATU leadership, who is in support of the COVID-19 Pandemic Leave Program.

This leave is intended to be effective on a temporary basis during this emergency situation and is subject to change or be revoked at the discretion of the Executive Director. UTA will continue to closely monitor the COVID-19 situation and make adjustments as necessary.

These are challenging times and UTA truly appreciates our employees who continue to provide service to the community, which so many depend on. The COVID-19 Pandemic Leave Program is defined and described below:

Definitions

- "Confirmed diagnosis" means confirmation of contracting the COVID-19 virus, via a positive result from COVID-19 diagnostic testing performed by a public health laboratory.
- "Close contact" means: 1) being within approximately six (6) feet of an individual with a confirmed diagnosis for a prolonged period of time (including, but not limited to, caring for, living with, or visiting an individual with a confirmed diagnosis of COVID-19); or 2) any other interaction classified as "close contact" by the CDC.
- "Level 3 area" means a geographic region designated by the CDC under a "Travel Health Notice" of "[Warning Level 3, Avoid Nonessential Travel.](https://wwwnc.cdc.gov/travel/notices)" Please visit: <https://wwwnc.cdc.gov/travel/notices> for additional details.

- “Level 2 area” means a geographic region designated by the CDC under a “Travel Health Notice” of “Warning Level 2, Practice Enhanced Precautions.” Please visit: <https://wwwnc.cdc.gov/travel/notices> for additional details.

Leave Administration

- Effective immediately, any full-time or part-time employee who is not able to telecommute, is eligible for COVID-19 Pandemic Leave for the purpose of self-quarantine or treatment. This leave is available for use in lieu of the existing established leaves (e.g. sick leave, vacation leave, personal time leave)

Employees who are eligible for COVID-19 Pandemic Leave:

1) Traveled to a “Level 3” or “Level 2” COVID-19 outbreak area.

OR

2) Been in “close contact” with an individual with a confirmed diagnosis of COVID-19.

AND

3) Has experienced or is experiencing symptoms of COVID-19 or has received a confirmed diagnosis.

- If an employee needs to take COVID-19 Pandemic Leave, they should contact their direct supervisor, the same process for using other UTA paid leave programs.
- If an eligible employee, as outlined above, needs to utilize COVID-19 Pandemic Leave, they shall continue to receive their regular rate of pay as outlined below:

Full Time Employees

- This additional benefit will cover up to 40 hours of COVID-19 Pandemic Leave for employees whose vacation benefit allows them to bank up to 360 hours per year.
- This additional benefit will cover up to 80 hours of COVID-19 Pandemic Leave for employees whose vacation benefit requires them to cash out balances each anniversary year.

Part Time Employees

- This additional benefit will cover up to 20 hours of COVID-19 Pandemic Leave for employees whose vacation benefit allows them to bank up to 360 hours per year.

- This additional benefit will cover up to 40 hours of COVID-19 Pandemic Leave for employees whose vacation benefit requires them to cash out balances each anniversary year.

After the COVID-19 Pandemic Leave is exhausted, the remainder of the quarantine or treatment will be covered by available accrued paid leave that the employee is eligible for (e.g. personal time, sick leave, vacation leave).

- While on COVID-19 Pandemic Leave, eligible employees shall continue to receive all employee benefits for which they are eligible.
- All UTA employees shall engage in vigilant self-observation and self-monitoring of COVID-19 symptoms. If symptoms do develop, employees are directed to contact the HR Services & Labor Relations Department (HR&LR-HRBusinessPartner@rideuta.com) and/or their direct supervisor as soon as possible.
- If a UTA employee is required to care for their dependent child due to the mandated school closures as a result of COVID-19, and cannot telecommute, the employee may use their available accrued paid leave (e.g. personal time, sick leave, vacation leave).
- Beginning March 17, 2020 and continuing through the duration of the COVID-19 pandemic, all out-of-state work travel as a requirement of your position with UTA is prohibited.
- Beginning on March 17, 2020 and continuing throughout the duration of the COVID-19 pandemic, any UTA employee who engages in personal travel to a “level 3” or “level 2” area is required to self-quarantine for a period of fourteen (14) calendar days from the date of their return. During this self-quarantine period, the employee will not be eligible for COVID-19 Pandemic Leave and instead will be required to utilize other forms of paid or unpaid leave or telecommute if possible.



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: March 25, 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 including:</p> <ul style="list-style-type: none">- COVID-19 Update- Earthquake Update- UTA Happenings
Attachments:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government Relations Director

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Government Relations and Legislative Priorities Update
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion.
DISCUSSION:	Shule Bishop, UTA Government Relations Director will report on transit-related issues before the Utah Legislature.



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

BOARD MEETING DATE: March 25, 2020

SUBJECT: **R2020-03-02: Resolution approving the interlocal cooperation agreement for the maintenance of park and ride lots near Big and Little Cottonwood Canyons with Salt Lake County; the Utah Department of Transportation; City of Cottonwood Heights; Solitude Mountain Ski Area, LLC; Boyne USA, Inc.; D/B/A Brighton Ski Resort; Snowbird Resort, LLC; and Alta Ski Lifts Company**

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt interlocal cooperation agreement with Salt Lake County; Utah Department of Transportation; City of Cottonwood Heights; Solitude Mountain Ski Area, LLC; Boyne USA, Inc.; Brighton Ski Resort; Snowbird Resort, LLC; and Alta Ski lifts Company. This interlocal agreement will ensure continued maintenance of the Big Cottonwood Canyon, Little Cottonwood Canyon, and Hillsborough park and ride lots.

BACKGROUND: UTA has had a long-standing relationship with the above-mentioned partners to maintain these three park and ride lots. The proposed interlocal agreement will ensure continued maintenance and upkeep of the park and ride lots with emphasis on safety, improved canyon transportation and aesthetic quality of the area. These park and ride lots are critical to the continued success of the ski bus service UTA provides to the Cottonwood Canyons.

DISCUSSION: UTA Staff is requesting approval of this resolution in support of the interlocal agreement for the maintenance of the Big Cottonwood Canyon, Little Cottonwood Canyon, and Hillsborough park and ride lots. This is a two-year agreement with three one-year options. Under the terms of this agreement, all identified partners will contribute financially to Salt Lake County for the maintenance of the park and ride lots. Salt Lake County will be responsible for the majority of the required maintenance identified in Attachment A of 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 at the park and ride lots.

CONTRACT SUMMARY: Contractor Name: Salt Lake County

	Contract Number: 20-03226	Existing Contract Value: N/A
	Base Contract Effective Dates: January 1, 2020 to December 31, 2024	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$110,000
	Procurement Method: N/A	Funding Sources: Local
ALTERNATIVES:	Decline participation in the interlocal agreement and potentially lose ability to serve the identified park and ride lots.	
FISCAL IMPACT:	The annual agreement amount is \$22,000 per year for a five-year total of \$110,000.	
ATTACHMENTS:	1) Resolution R2020-03-02 2) Interlocal Agreement 20-03226	

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE INTERLOCAL
COOPERATION AGREEMENT FOR THE MAINTENANCE OF PARK
AND RIDE LOTS NEAR BIG AND LITTLE COTTONWOOD
CANYONS WITH SALT LAKE COUNTY; THE UTAH DEPARTMENT
OF TRANSPORTATION; CITY OF COTTONWOOD HEIGHTS;
SOLITUDE MOUNTAIN SKI AREA, LLC; BOYNE USA, INC.; D/B/A
BRIGHTON SKI RESORT; SNOWBIRD RESORT, LLC; AND ALTA
SKI LIFTS COMPANY**

R2020-03-02

March 25, 2020

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

WHEREAS, Salt Lake County (“County”), the Utah Department of Transportation (“UDOT”) City of Cottonwood (“Cottonwood Heights”), and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority, UDOT, Cottonwood Heights and the County desire to enter into an Interlocal Cooperation agreement with each other and with Solitude Mountain Ski Area, LLC (“Solitude”), Boyne USA, Inc., d/b/a Brighton Ski Resort (“Brighton”), Snowbird Resort, LLC (“Snowbird”), and Alta Ski Lifts Company (“Alta”) (cumulatively the “Agreement”), for maintenance of the Park & Ride Lots at the mouths of Big Cottonwood Canyon and Little Cottonwood Canyon; and

WHEREAS the term of the Agreement is for two (2) years, with three (3) additional one (1) year options, which will automatically renew absent an objection by one of the Parties; and

WHEREAS, the Agreement establishes a set dollar amount for each of the Parties to contribute to a maintenance fund managed by the County for the maintenance of the Park and Ride Lots; and

WHEREAS, the Agreement fixes UTA’s monetary obligations at \$22,000 per year, for a total of \$110,000, if the Agreement runs the full five (5) year period.

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Salt Lake County, Utah Department of Transportation, the City of Cottonwood Heights, Solitude Mountain Ski Area, LLC, Boyne USA, Inc., d/b/a Brighton Ski Resort, Snowbird Resort, LLC, and Alta Ski Lifts Company in substantially the same form as the Agreement attached as Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement in substantially the same form as the Agreement attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel in preparing the Interlocal Cooperation Agreement attached as Exhibit A.
4. That the corporate seal be attached hereto.

Approved and adopted this 25th day of March 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A
(Interlocal Cooperation Agreement)

INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND

UTAH DEPARTMENT OF TRANSPORTATION; UTAH TRANSIT AUTHORITY; CITY OF
COTTONWOOD HEIGHTS; SOLITUDE MOUNTAIN SKI AREA, LLC; BOYNE USA, INC,
DBA BRIGHTON SKI RESORT; SNOWBIRD RESORT, LLC; AND ALTA SKI LIFTS
COMPANY
FOR PARK AND RIDE LOT MAINTENANCE

THIS AGREEMENT (the “Agreement”) is made and entered into by and between Salt Lake County, on behalf of its Department of Public Works (“County”); and Utah Department Of Transportation (“UDOT”); Utah Transit Authority (“UTA”); City of Cottonwood Heights (“Cottonwood Heights”); Solitude Mountain Ski Area, LLC (“Solitude”); Boyne USA, Inc, dba Brighton Ski Resort (“Brighton”); Snowbird Resort, LLC (“Snowbird”); and Alta Ski Lifts Company (“Alta”). Collectively, these entities are sometimes referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the Parties to this agreement previously entered into various agreements concerning the design, construction, and maintenance of park and ride facilities located at 3815 E. Big Cottonwood Canyon Rd., Cottonwood Heights, UT 84121; 8101 South 3500 East, Cottonwood Heights, UT 84121; and 4385 E Little Cottonwood Cyn Rd., Sandy, UT 84092, and

WHEREAS, the continued maintenance of said park and ride lots will promote public safety, improve canyon transportation systems, and enhance the aesthetic quality of the area; and

WHEREAS, the parties to this agreement desire to apportion among themselves the costs and responsibilities for the maintenance of said park and ride lots and deem it expedient and proper to enter into a written agreement whereby their respective responsibilities are particularly set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 PRIOR AGREEMENTS. All prior agreements between the Parties named above with respect to the designated park and ride lots are hereby terminated and replaced by this Agreement.

2.1 SCOPE OF SERVICES. Upon execution of this Agreement, County shall, through its Department of Public Works, furnish services as defined in Attachment "A," which is incorporated by reference and made a part of this Agreement.

2.2 County shall perform the Services in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the Agreement, and such other applicable requirements and standards of performance.

2.3 County shall only be responsible to provide services for which funding is available. In the event that the cost of providing all or some of the services in Attachment A exceed the funding available, County shall not be required to provide those services until sufficient funding has been secured. County shall have sole discretion in determining which services shall be provided in the event of insufficient funds are available, with safety related services having priority.

2.4 County shall account for costs for work performed under this Agreement and provide accounting reports to any Party upon request.

3.1 CONSIDERATION. The Parties will pay County for the services rendered under this Agreement according to the payment schedule attached as Attachment "B," which is

incorporated by reference and made a part of this Agreement, in annual installments, with payments due on March 31 of each year the Agreement is in effect.

3.2 County shall place all funds collected under this Agreement in an interest bearing account. All funds deposited in this account and the accrued interest shall be dedicated to providing services under this Agreement.

3.3 Upon termination of this Agreement, the balance of the funds remaining in the account shall be divided on a pro rata basis between the Parties to the Agreement at the time the Agreement terminates.

4.1 TERM. This Agreement shall come into effect on January 1, 2020. The Agreement will remain in effect for two years. The Agreement shall then automatically renew for no more than three (3) additional one-year terms unless a Party gives prior written notice of its intent to withdraw from the Agreement as required in Section 5.1.

4.2 Any Party may request a meeting to review Attachments A and B and propose any changes thereto. This request must be made in writing and specify a date and place for the Parties to meet, as well as state the specific issues to be addressed at the meeting. The written notice shall give at least 30 days advance notice to all Parties. The Parties shall meet no later than six (6) months prior to the end of the last term of this Agreement, or within two (2) months of written notice of any Party's intent to withdraw from the Agreement.

5.1 TERMINATION. Any Party to this Agreement may terminate their participation by providing all other Parties with written notice of their intent to terminate no less than six months prior to the end of the current term of the Agreement. The effective date for withdraw shall be the end of the next full term of the Agreement.

6.1 LIABILITY AND INDEMNIFICATION. County, UDOT, UTA, and Cottonwood Heights are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. None of the aforementioned parties waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6.2 The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

7.1 ADMINISTRATION. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then each party shall appoint a designee to a joint board for such purpose.

8.1 INTERLOCAL COOPERATION ACT. The parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage and archive this Agreement in accordance with the provisions of that Act.

9.1 ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of

the _____ day of _____, 2019.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approvals

By: _____
Scott Baird, Department Director

By: _____
Kevyn Smeltzer, Division Director

AATF: Ryan W. Lambert 1/21/2020

**UTAH DEPARTMENT OF
TRANSPORTATION**

By: _____

Title: _____

AATF: _____

UTAH TRANSIT AUTHORITY

By: _____

Title: _____

AATF: _____

CITY OF COTTONWOOD HIEGHTS

By: _____

Title: _____

AATF: _____

SOLITUDE MOUNTAIN SKI AREA LLC

By: _____

Title: _____

BOYNE USA, INC

By: _____

Title: _____

SNOWBIRD RESORT LLC

By: _____

Title: _____

ALTA SKI LIFTS COMPANY

By: _____

Title: _____

ATTACHMENT A

Salt Lake County Public Works - Operations Division

Available Services for Park and Ride Lots

Service Item	Comments
Concrete Maintenance	Includes ramps, curbs, gutters and sidewalks
General Maintenance	Graffiti Removal
General Maintenance	Site Cleanup
Landscaping	
Pavement Maintenance	Includes pot hole repairs, crack sealing, slurry seals, etc.
Pavement Maintenance	Milling and overlays as needed.
Pavement Maintenance	Street sweeping.
Pavement Management	Inspections and tracking as needed.
Pavement Marking	Striping, stalls, logos, etc.
Restroom Maintenance	
Signs	Fabrication and installation.
Snow Removal	Snow plowing
Storm Drain Maintenance	Includes maintenance of storm water inlets and piping.
Street Light Maintenance	
Additional Services not performed by Salt Lake County Public Works	
Trash Pickup	By others - WFWRD
Law Enforcement	By others - UPD/Cottonwood Hts.
UTA Platform & Shelter	By others - UTA

NOTES:

1. Services are billed on a time and materials basis and may vary depending upon location, quantity of work, fuel costs, material costs, etc.
2. Actual costs include mobilization and travel.
3. Specific work estimates are available as needed.

December 2019



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kenya Fail, Manager of Civil Rights
PRESENTER(S): Andrew Gray, Civil Rights Compliance Officer

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Resolution R2020-03-03 Approving Title VI Service Equity Analysis of April 2020 Change Day
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve the Title VI Equity Analysis of April 2020 Change Day
BACKGROUND:	<p>It is proposed to change the alignment of the route 606. This route connects Wide Horizons, a residential living facility for individuals with disabilities, and EnableUtah, where many Wide Horizons residents receive training, employment opportunities and other resources. EnableUtah is changing locations and the alignment change will provide service to the new location. The analysis was performed in accordance with the Federal Transit Administration's (FTA) Circular 4702.1B, which outlines the Title VI requirements and guidelines for recipients of FTA funds. Service and fare equity analyses are conducted to examine whether proposed changes to service and/or fares do not negatively impact minority or low-income populations in a disproportionate rate. The circular also requires any equity analyses be approved by the recipient's governing entity.</p>
DISCUSSION:	<p>A review of 606 ridership data showed a very low (7%) percentage of minority populations utilize the route. None of the survey respondents provided income information, but it is presumed that there is likely a high percentage of low-income riders on the route due to the nature of the service. The analysis determined that the most detrimental course of action would be to <i>not</i> change the service to accommodate EnableUtah's new facility. As such, UTA <i>does not</i> find either a disproportionate burden or a disparate impact as a result of the proposed change. Since there were no findings, the analysis concluded with no further action being required.</p>
ATTACHMENTS:	<ol style="list-style-type: none">1) Resolution R2020-03-032) Title VI Service Equity Analysis of April 2020 Change Day

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE TITLE VI EQUITY
ANALYSIS FOR APRIL 2020 CHANGE DAY**

R2020-03-03

March 25, 2020

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

WHEREAS, the Board of Trustees of the Authority (the “Board”), in keeping with the Federal Transit Administration’s requirements for public transit agencies and the Civil Rights Act of 1964 has considered and reviewed the Fare Equity Analysis of April 2020 Change Day (“Title VI Equity Analysis”) prepared by Authority staff; and

WHEREAS, the Board has desires to approve the Title VI Equity Analysis.

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

1. That the Title VI Equity Analysis prepared by Authority staff, a copy of which is attached hereto as Exhibit A, is hereby approved by the Authority.
2. That the Board hereby ratifies any and all actions taken by the Authority’s Executive Director and staff in furtherance of and effectuating the intent of this Resolution.
3. That a copy of this Resolution shall be submitted to the Federal Transit Administration.
4. That the corporate seal be attached hereto.

Approved and adopted this 25th day of March 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



Title VI Service Equity Analysis

April 2020

Utah Transit Authority

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Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The Utah Transit Authority has committed to the Federal Transit Administration's (FTA) Title VI objectives set forth in Circular 4702.1B by ensuring that UTA's services are equitably offered and resources distributed without regard to race, color, or national origin.

The following analysis is of proposed changes to be implemented on April 5, 2020. These changes are being proposed to fulfill the purpose of the route, which is to provide transportation to a specific facility. Though the proposed changes are facially neutral, this analysis, in accordance with FTA requirements, will ensure that these changes will not have disproportionately negative impact on minority and/or low-income populations within UTA's service area. If these changes are found to be discriminatory, UTA will take all prescribed and prudent steps to ensure services are equitable and compliant with federal guidelines and requirements.

Summary of Proposed Changes

Alignment Change – Route 606:

It is proposed to adjust the alignment of route 606 to accommodate its riders and their new place of employment. The 606 was created to provide transportation to people working at EnableUtah, a nonprofit organization that provides jobs, training and employment solutions to people with disabilities. They are opening a new facility which the 606 will now service instead of the current, closing facility. Any change of alignment greater than 25% of the current route constitutes a major change in accordance with UTA policy and requires a Title VI analysis.

UTA Policy and Definitions

UTA has developed corporate policy 1.1.28 Title VI Compliance Policy to define and evaluate the impacts of proposed major services changes on minority and low-income populations in conjunction with a public outreach process. In developing this policy, UTA solicited feedback through newspapers within the service area, published on UTA's website (rideuta.com), and Utah's government website in the public notices section (Utah.gov) which provides translation options. In conjunction with the Salt Lake County Office of Diversity Affairs, which maintains an email list of local entities and individuals with interest in diversity issues, UTA sent an email notification soliciting feedback in the development of this policy. Additional targeted outreach was done, which included mailing a letter and the policy or sending emails to community organizations that work with minority or low-income populations.

The following references to policy are from subsections of corporate policy 1.1.28 and were created to ensure that all equity analyses are performed using the same parameters and are in line with FTA Circular 4702.1B.

Definitions

- A. *"Disparate Impact"* refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
- B. *"Disproportionate Burden"* refers to a neutral policy or practice that disproportionately affects the low-income population more than non-low-income populations.
- C. *"Low-income Population"* refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/ transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.
- D. *"Minority Person"* include the following:
 - 1. American Indian or Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
 - 2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia,

China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
 4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
 5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- E. *"Minority Population"* means any readily identifiable group of minority persons who live in geographic proximity.
- F. *"National Origin"* means the particular nation in which a person was born, or where the person's parents or ancestors were born.
- G. *"System Average"* The system average is the averages of minorities and low-income persons within the total populous of the geographic regions UTA serves. The present system averages are expressed below in tabular format using 2011-2015 5-year population estimates provided by the American Community Survey (ACS).

<i>Low-Income System Average:</i>	
Population:	2,243,746
Low-Income Population:	457,949
Percent Low-income:	20.4%

<i>Minority System Average:</i>	
Population:	2,277,455
Minority Population:	499,870
Percent Minority:	21.9%

Major Service Change

UTA will consider the following types of changes to be "major changes", which require public input and a Title VI equity analysis in compliance with FTA's Circular 4702.1B

- a) The Addition of Service;
- b) A proposed service level reduction in miles, hours, or trips of thirty three percent (33%) or more of any route;
- c) The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
- d) A proposed twenty-five (25%) or greater change in route alignment;
- e) A proposed fare change.

Evaluation and Analysis of Service and Fare Changes

1. UTA will analyze proposed major changes to service and any proposed fare changes in accordance with FTA's Circular C 4702.1B as amended.

2. UTA will evaluate the impacts of all major service changes cumulatively when there is more than one route being affected for a service change period
3. UTA will primarily utilize American Community Survey (ACS) Data, block group data and/or ridership data to evaluate and analyze any proposed major service and fare changes. This data will be analyzed with Geographic Information System (GIS) software.
4. UTA will rely on population data and use the smallest geographic area that reasonably has access to the stop or station effected by the proposed major service change. This will be translated into a one-quarter mile radius to a bus stop, one-half mile to a light rail station and three miles to a commuter rail station.

Disparate Impact and Disproportionate Burden

1. UTA will measure the burdens of service and fare changes on minority riders to determine when minority riders are bearing a disparate impact from the change between the existing service or fare and the proposed service or fare.
2. UTA will measure the burdens of service and fare changes on low-income riders to determine when low-income riders are bearing a disproportionate burden of the change between the existing service or fare and the proposed service or fare.
3. A threshold of 5% will be used to determine disparate impact on minority populations and disproportionate burden on low-income populations. This 5% is based on the margin of error from the US Census data that UTA uses to determine the populations in the service area. This means that if the burden of the service or fare change on minority or low-income populations is more than 5% worse than it is for the non-protected populations, then the change will be considered either a disparate impact or a disproportionate burden.

Finding a Disparate Impact

1. At the conclusion of UTA's Analysis, if UTA finds a disparate impact on the basis of race, color, or national origin, UTA shall seek to modify the proposed changes in a way that will mitigate the adverse effects that are disproportionately borne by minorities. Modifications made to the proposed changes must be reanalyzed in order to determine whether the modifications actually removed the potential disparate impacts.
2. If UTA chooses not to alter the proposed services changes despite the potential disparate impact on minority populations, or if UTA finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service or fare change, UTA may implement the change only if:

- a. UTA has substantial legitimate justification for the proposed change; and
- b. UTA can show that there are no alternatives that would have a less disparate impact on the minority riders but would still accomplish the transit provider's legitimate program goals. In order to show this, UTA must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative

Finding a Disproportionate Burden

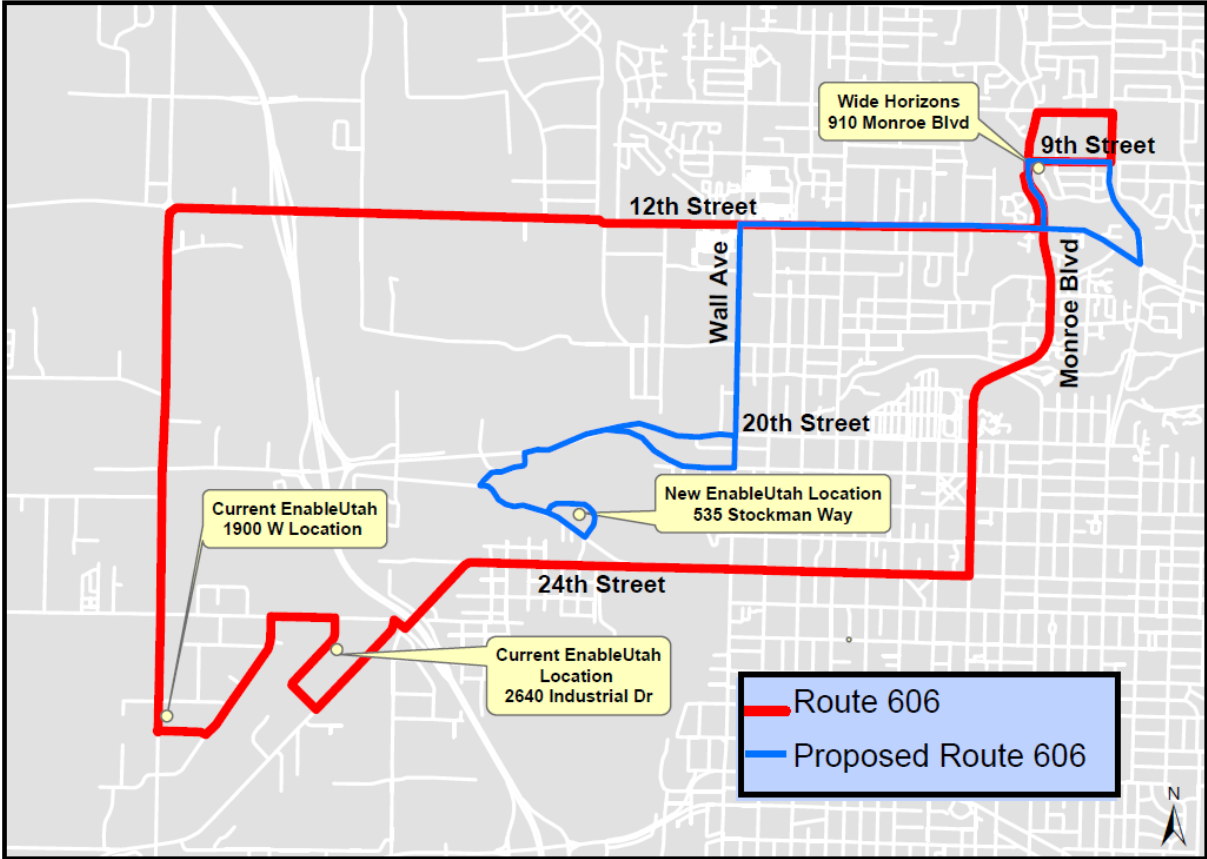
If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected by the service changes.

Proposed Change

Route 606

Route 606 was created in partnership with EnableUtah and the Wide Horizons Center. EnableUtah is a non-profit organization whose mission is to, “Enhance lives and create opportunities for individuals with disabilities by providing employment training, employment opportunities, and other resources.” Wide Horizons is a residential living facility for people with intellectual disabilities. In order to facilitate the transportation between these two entities, UTA operates route 606 which leaves the Wide Horizons Center at 8:30 am and provides a connection to two EnableUtah locations. At the end of the day, the route services the two Enable Utah facilities and returns to the Wide Horizons Center by 3:45 pm. It runs twice per day.

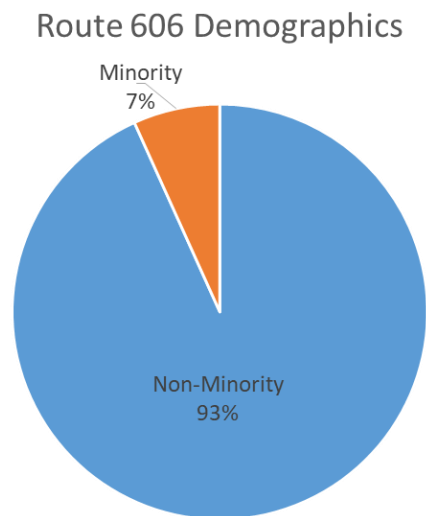
The map below shows the current route in red and the proposed route in blue. The proposed alignment will stop providing transportation to the two former locations and reroute to provide service to the new facility where EnableUtah will continue to offer employment, training and other resources.



Analysis of Proposed Change

UTA is required to analyze the potential impacts of any major service change as it relates to low-income populations and minority populations. Pursuant to this requirement, UTA has included the following weighted data from the 2015-2016 onboard survey. The most recent survey conducted did not include any riders on the 606 so no data was available. None of the respondents in the survey provided income levels. However, due to the nature of the program they are accessing, it is very likely that riders of the 606 would be considered low-income.

The ridership numbers obtained for the 606 shows that the route is 93% non-minority while only 7% of ridership is non-minority. The system average for ridership is 24.9% minority, which is 17.9% greater than those impacted by this change. As such, UTA does not find a disparate impact in the proposed change.



As stated above, it is very likely that the riders of the 606 are low-income. UTA's policy states that a disproportionate burden is found when a population is negatively impacted at a rate greater than 5% when compared to the system average. In analyzing this proposed change, the only way to negatively impact the riders of this route would be to not go through with the proposed change and service locations that would no longer meet their needs. As such, UTA does not find a disproportionate burden in the proposed change.

Public Outreach

The public comment period on this proposal was from January 15 through February 17, 2020. A Standard Examiner Newspaper Ad, Ogden City Newsletter, Wide Horizons handout, blog and social media were used to announce the revised route. An open house was held from 11 a.m. to 2 p.m. at EnableUtah's Cafeteria, located at 2640 Industrial Drive in Ogden, Utah. Users of the 606 and their parents/guardians were given the opportunity to voice any concerns on the revised route via the open house, email, phone or mail. During the public hearing period, UTA did not receive any comments at the open house, mail, email or phone.

Findings of Analysis

There were no disparate impacts or disproportionate burden found in the analysis of this proposed service change. UTA policy states that the impact must *negatively* impact minority and/or low-income populations beyond a 5% threshold in order to trigger a finding. The proposed change would only positively impact the riders of this route.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief Service Development Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOD

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Provo-Orem BRT Property Acquisition (Parcel 155:A, 155:E, 155Ref:A, 155Ref:E)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve the purchase contract with University Crossing Shopping Center, LLC for the subject property and authorize the Executive Director to execute the contract and associated disbursements with a purchase price of \$585,570.
BACKGROUND:	<p>UTA is finalizing acquisitions for the Provo-Orem Bus Rapid Transit Project right-of-way. Negotiations have concluded with University Crossing Shopping Center, LLC on Parcel 155 and its related easements (the "Property"). This acquisition is necessary for the on-going operation of the UVX line. The Property is located at approximately 304 East University Parkway, Orem, UT and includes roughly 38,892 square feet (sf) of fee property and 22,689 sf for temporary construction easement.</p> <p>An Administrative settlement of \$127,570 is included in the purchase price. This includes costs for landscaping, signage, parking, and a mediated adjustment for differing appraisal values. The total cost is \$585,570.</p>
DISCUSSION:	This acquisition is needed for the BRT project. It has been performed in compliance with all applicable laws and processes. The Federal Transit Administration has reviewed the transaction and has concurred with the proposed costs. These costs are within the scope of the current project budget.
ALTERNATIVES:	There is no feasible alternative. As UTA has already performed much of the work on the Property, disapproving the transaction would necessitate a costly restoration of the property to its previous state and cause severe impacts to the agency's ability to operate the BRT.
FISCAL IMPACT:	Property acquisition will cost \$585,570, which is included in the Provo-Orem BRT project budget.
ATTACHMENTS:	1) Right of Way Contract



Utah Transit Authority Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 155:A, 155:E, 155Ref:A, 155Ref:E

Pin No: 10266 Job/Proj No: 71663 Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 19:015:0012, 19:018:0009

Property Address: 304 East University Parkway OREM UT, 84058

Owner's Address: 5670 Wilshire Boulevard Suite 1250, Los Angeles, CA, 90036

Primary Phone: 323-605-6238 Owner's Home Phone: Owner's Work Phone: (323)605-6238

Owner / Grantor (s): University Crossing Shopping Center, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 155:A, 155:E, 155Ref:A, 155Ref:E for transportation purposes. This contract is to be returned to: Gale Padgett (Consultant), Right of Way Agent c/o Utah Transit Authority (UTA), 669 W. 200 South, Salt Lake City, UT 84101.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until UTA takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. UTA shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses by UDOT, UTA and/or the City: the construction and improvement of a highway or roadway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, turning lanes, dedicated bus lanes, curbing, curb and gutter, safety zones and areas, sidewalks and pedestrian crossings, bus shelters and facilities, station platforms and related facilities, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants UTA, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

1. Grantor was paid for the following improvements: 13,965 sf of sprinklered sod/grass = \$17,456.00, 900 lf of concrete curbing = \$12,240.00, 560 sf of landscaped flowering beds = \$560.00, 4944 sf of asphalt paving = \$16,167.00. These items are included in the Total Selling Price.
2. UTA's contractor will restore/replace any site improvements disturbed within the temporary construction easement.
3. An Administrative Settlement in the amount of \$127,570 is included in the Total Selling Price. This amount includes \$19,606 which was previously paid to the Grantor for relocation of a pylon sign, \$8100 for two parking stalls and \$99,864 for appraisal differences in price per square foot. .

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Seller's Agent _____, represents seller.
Seller's Brokerage _____, represents seller.



Utah Transit Authority Right of Way Contract

Fee Simple Acquisition - Strip

Project No: S-0265(23)3 Parcel No.(s): 155:A, 155:E, 155Ref:A, 155Ref:E

Pin No: 10266 Job/Proj No: 71663 Project Location: Provo/Orem Transportation Improvement Project

County of Property: UTAH Tax ID / Sidwell No: 19:015:0012, 19:018:0009

Property Address: 304 East University Parkway OREM UT, 84058

Owner's Address: 5670 Wilshire Boulevard Suite 1250, Los Angeles, CA, 90036

Primary Phone: 323-605-6238 Owner's Home Phone: Owner's Work Phone: (323)605-6238


Owner / Grantor (s): University Crossing Shopping Center, LLC, a Delaware limited liability company

Grantee: Utah Transit Authority (UTA)

Buyer's Agent _____, represents purchaser.
 Buyer's Brokerage _____, represents purchaser.

Total Selling Price \$585,570.00

Grantor's Initials

 Grantor understands this agreement is an option until approved by the SR Manager of Real Estate & Transit Oriented Dev. Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership. This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent	Signature	Date
100%		2/28/20
	University Crossing Shopping Center, LLC	

Right of Way Agents

Gale Padgett (Consultant) / Acquisition Agent

Eric Lyon / Team Leader

Approved by SR Manager of Real Estate & Transit Oriented Dev

Chief Development Officer


Grantor's Initials



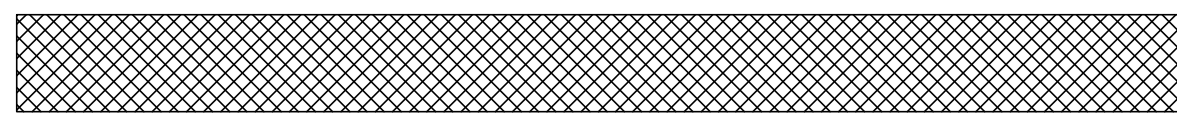
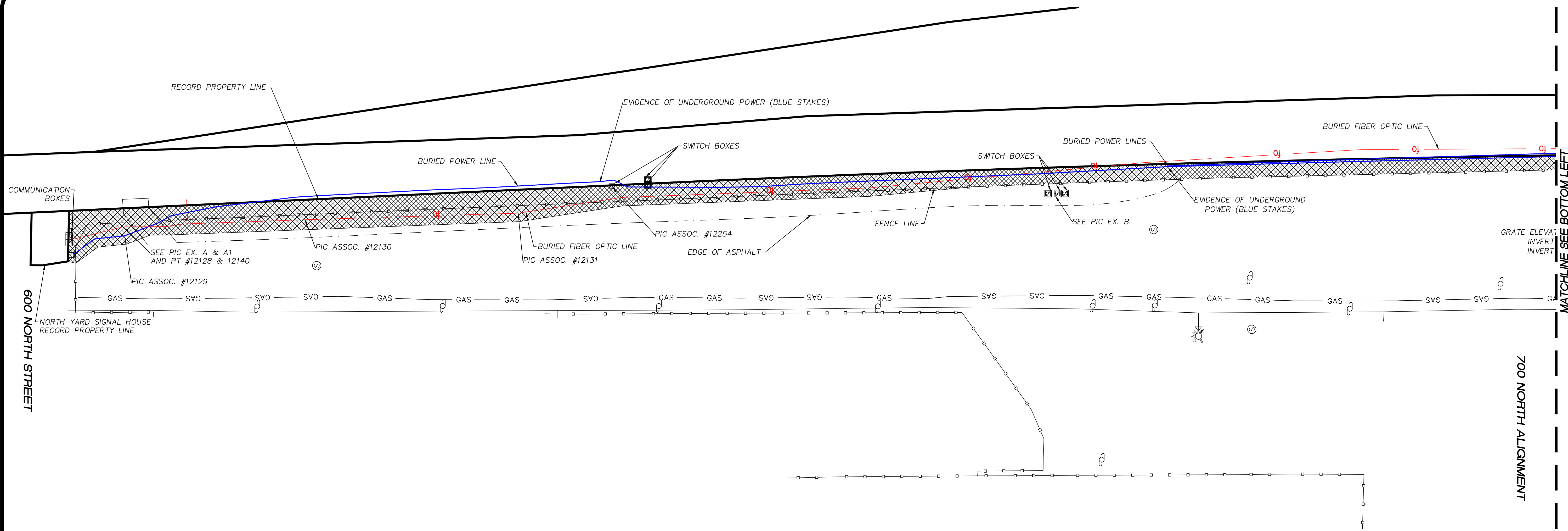
MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief Service Development Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOD

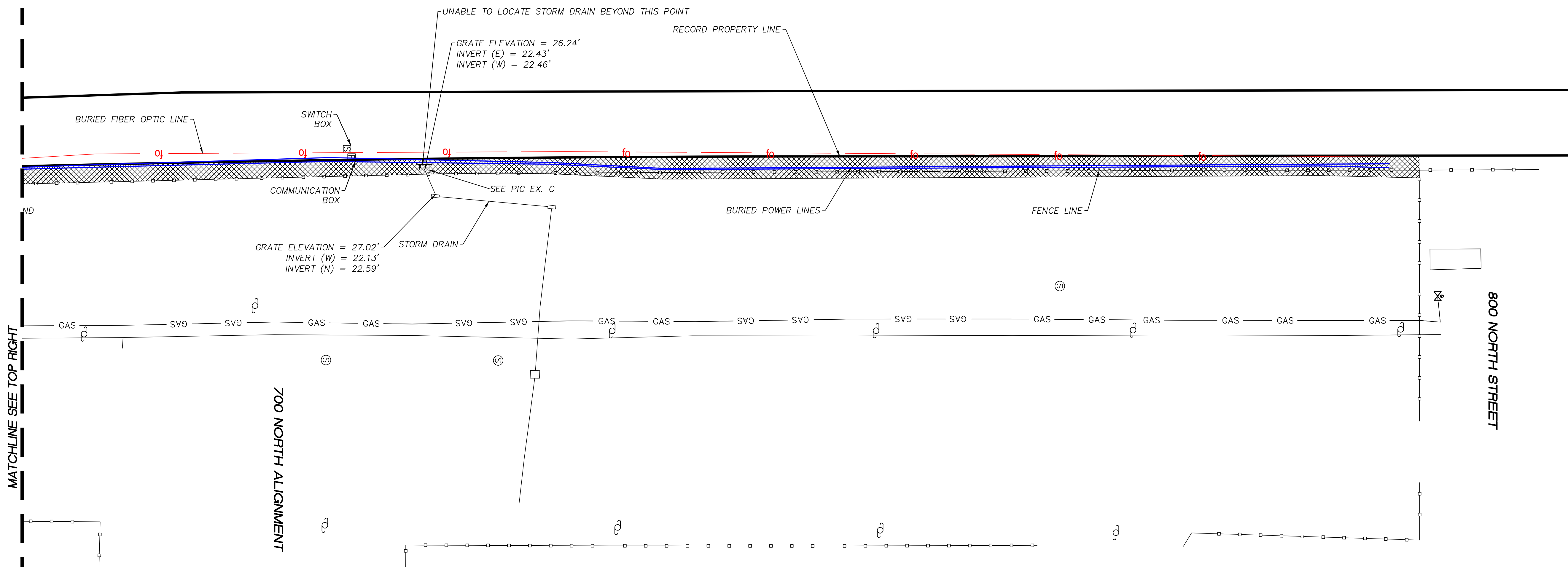
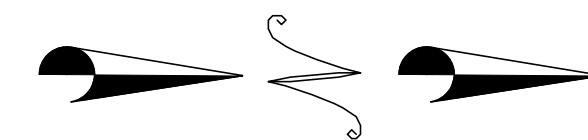
BOARD MEETING DATE: March 25, 2020

SUBJECT:	Property Mediation Settlement - Fronrunner North Between 600-800 North, SLC
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve a mediated settlement and authorize the Executive Director to execute the contract with Salt Lake City Metro, LLC and associated disbursements in the amount of \$585,000.
BACKGROUND:	<p>In March 2018, Salt Lake City Metro, LLC (“SLCM”) purchased approximately seven acres of land abutting the UTA Commuter Rail North line between 600-800 North, Salt Lake City, Utah from UPRR. It was discovered that a UTA fiber duct bank, powerline, gas line, and fence were installed outside of UTA’s recorded property boundary in 2007 when FrontRunner North was being constructed.</p> <p>UTA claimed ownership of the land on which the infrastructure was built and that the recorded legal descriptions were a mutual mistake by both UTA and UPRR. Therefore, UPRR did not have the right to sell the access road being occupied by UTA infrastructure to SLCM.</p> <p>In July 2019, SLCM filed a lawsuit demanding that UTA remove the infrastructure from the disputed property and pay for damages. On March 5, 2020, UTA mediated to settle the boundary dispute with SLCM.</p>
DISCUSSION:	<p>UTA proposed a settlement of \$585,000 to SLCM in exchange for a quitclaim deed for 17,658 SF of land and a waiver of all claims against UTA including, but not limited to, severance damages, trespass and inverse condemnation. The attached exhibit shows the land being acquired.</p> <p>The new boundary line was drawn five feet east of the easternmost encroachment to give UTA the minimum space needed to maintain critical infrastructure lines and to minimize the acquisition from SLCM. The width of the acquisition strip fluctuates from ~30 feet at 600 North down to ~10 feet at 800 North.</p>

	UTA determined it was reasonable and prudent to settle at \$585,000 which equates to \$33.13 per square foot of land to settle the lawsuit filed to avoid the excessive damage claims, and legal costs, as well as the potential to still be required to relocate UTA's fiber duct bank, power, and gas lines to beneath the Commuter Rail tracks across two city blocks.
ALTERNATIVES:	The estimated cost to relocate the UTA infrastructure beneath the UTA tracks is estimated over \$1.0 million.
FISCAL IMPACT:	The settlement award is for \$585,000. This amount is within the pending budget of the 2020 Capital Budget Amendment #2.
ATTACHMENTS:	1) Acquisition Map 2) Settlement Agreement



HATCHED AREA (±17,658 S.F.) REPRESENTS THE AREA BETWEEN THE RECORD PROPERTY LINE AND THE FENCE OR TO A LINE 5.00' OFFSET EASTERLY FROM THE EXISTING ALIGNMENT OF THE BURIED POWER LINE AND/OR BURIED FIBER OPTIC LINE.



NO.	DESCRIPTION	DATE

SCALE (H):	1" = 30'
DRAWN BY:	B. YATES
CHECKED BY:	S. BURGOINE
TAX ID NO.	

EXHIBIT
 UTAH TRANSIT AUTHORITY - COMMUTER NORTH
 (SW 1/4) OF SEC. 25, T. 1 N., R. 1 W.
 (NW 1/4) OF SEC. 36, T. 1 N., R. 1 W.

REDCON, INC.
 LAND SURVEYING
 25 SOUTH MAIN STREET, SUITE 200
 CENTERVILLE, UTAH 84014
 (801) 298-2401 FAX (801) 298-2024
 REDCON.COM

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“**Agreement**”) is dated March ___, 2020, and is between the Utah Transit Authority (“**UTA**”), and Salt Lake City Metro, LLC, a Utah limited liability company (“**SCLM**”).

RECITALS

A. UTA is the record title owner of a railroad corridor that runs in a north-south direction at approximately 500 West in Salt Lake City, Utah (the “**FrontRunner Corridor**”).

B. SLCM is the record title owner of parcels of real property located in Salt Lake City, Utah and identified by Tax ID Nos. 08-25-376-001, 08-25-376-002, 08-25-376-003, 08-25-376-006, 08-36-503-006, and 08-25-503-006 (collectively, the “**SLCM Property**”).

C. The SLCM Property and the FrontRunner Corridor are adjacent to each other and share a common boundary.

D. Around the time that SLCM acquired the SLCM Property in 2018, it was discovered that a UTA fence and other facilities were located within the legal description of the SLCM Property.

E. SLCM served UTA with a Notice of Claim dated September 20, 2018, asserting claims against UTA sounding in trespass, equitable estoppel, and inverse condemnation (the “**Notice of Claim**”).

F. On July 12, 2019, SLCM filed a Complaint in the Third District Court for Salt Lake County asserting causes of action against UTA for quiet title, quiet title – estoppel, trespass, unjust enrichment, inverse condemnation (state), inverse condemnation (federal), and 42 U.S.C. § 1983 (the “**Complaint**”).

G. On September 10, 2019, UTA filed an Answer and Counterclaim, asserting causes of action against SLCM for deed reformation, quiet title, public way by implied dedication, and trespass (the “**Counterclaim**”).

H. The lawsuit commenced by the Complaint, Civil Number 190905542 (the “**Lawsuit**”) is currently stayed by stipulation of the parties.

I. UTA and SLCM now desire to settle all claims set forth in the Notice of Claim, Complaint, and Counterclaim and dismiss the Lawsuit.

AGREEMENT

Accordingly, the parties hereby agree as follows:

1. Settlement Payment. (a) The Settlement Payment is \$585,000 and shall be sent to SLCM no later than April 10, 2020, via wire transfer pursuant to instructions to be provided to UTA by SLCM.

(b) In the event that UTA does not make the Settlement Payment by April 10, 2020, not due to the fault of SLCM, UTA agrees that it will pay SLCM 18% interest per annum (\$288.00 per day) on the amount due and owing, plus any and all attorney fees incurred to collect this amount. The language in paragraph 7 of this agreement does not apply to, and shall no way impact, SLCM's right to recover the attorney fees referenced in this paragraph.
2. Quitclaim. (a) In exchange for the Settlement Payment, SLCM will convey to UTA the shaded area of the real property (17,658 square feet) depicted on the map attached hereto as Exhibit A. The conveyance will be in the form of a quitclaim deed, describing that real property shown in the shaded area on Exhibit A, which will appropriately reflect any and all language that is contained in the quitclaim deed that SLCM received from UP for the SLCM Property.

(b) UTA will prepare a legal description of the real property to be conveyed, which will correspond to the shaded area (17,658 square feet) shown on Exhibit A. The legal description will then be used to draft the quitclaim deed, which UTA will prepare.

(c) UTA agrees to pay any and all costs and fees, including, but not limited to, legal and engineering fees, associated with drafting the legal description and quitclaim deed referenced in paragraph 2(b), transferring the property, and/or closing on the transaction.

(d) SLCM will deliver an executed original copy of the quitclaim deed to Parsons Behle & Latimer, UTA's counsel, contemporaneously with UTA's delivery of the Settlement Payment to SLCM's counsel.
3. Dismissal. As soon as reasonably practicable following the delivery of the Settlement Payment and quitclaim deed, the parties will agree to a dismissal with prejudice of all claims that were brought, or could have been brought, in the Lawsuit.
4. Release. Upon receipt of the Settlement Payment by SLCM and the quitclaim deed by UTA, the parties mutually agree to release and forever discharge one another and their employees, affiliates, shareholders, directors, officers, owners, agents, successors, assigns, heirs and legal representatives from any and all claims, causes of action, demands, obligations, debts, liabilities, contracts, agreements, warranties, representations, damages, losses, costs, expenses and attorney fees, whether in contract, tort, or otherwise, asserted or unasserted, known or unknown, liquidated or unliquidated, which they had, now have, claim to have, or may have had prior to the effective date of this Agreement, arising from or relating in any respect to this dispute. Without limiting the generality of the foregoing, the foregoing release includes all claims arising from or related to the facts, transactions, or occurrences set forth set forth in the Notice of Claim, Complaint, and Counterclaim.
5. No Admission. The parties acknowledge and agree that this settlement is the compromise of doubtful and disputed claims, and that consideration provided pursuant to this


Agreement is not to be construed as an admission of liability on the part of the either party, by whom liability is expressly denied.

- 6. 1031 Exchange. UTA is aware that SLCM intends to perform an IRC Section 1031 tax-deferred exchange. SLCM requests UTA's cooperation in such an exchange and agrees to hold UTA harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. UTA agrees to an assignment of SLCM's right to receipt of the Settlement Payment under this Agreement to a qualified intermediary by SLCM.
- 7. Attorney Fees. The parties agree that any dispute arising out of or relating in any respect to this Agreement, the prevailing party shall be entitled to attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

UTAH TRANSIT AUTHORITY

SALT LAKE CITY METRO, LLC



By Dan Posilovich, its GENERAL PARTNER

STATE OF CALIFORNIA)

:ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me Dan Posilovich, whose identity was proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the _____ of Salt Lake City Metro, LLC, and that he has authority to execute this document on behalf of said entity, and that indeed he did execute this document on behalf of said entity.

see attached

NOTARY PUBLIC

NOTARY PUBLIC

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On Mar 16, 2020 before me, Stacey L. Beever, notary public
(here insert name and title of the officer)

personally appeared Daniel R. Posilovich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stacey L. Beever



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Settlement Agreement and Release between V.A. & Salt Lake City Metro, LLC containing 4 pages, and dated Mar 2020.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: managing member

representing: Salt Lake City Metro, LLC
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert K. Biles, CFO
PRESENTER(S): Robert K. Biles, CFO

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Disbursement for Light Rail Parts Inventory (Siemens Mobility Inc.)	
AGENDA ITEM TYPE:	Disbursement	
RECOMMENDATION:	Authorize the disbursement to Siemens Mobility Inc. in the amount of \$306,722.48 for light rail parts inventory.	
BACKGROUND:	<p>Board Policy 4.2 requires Board of Trustee review and approval before a disbursement of \$200,000 or more can be made and allows the Board to preapprove disbursements to vendors by resolution.</p> <p>In its meeting of December 18, 2018, the Board, by resolution, preapproved disbursements for 15 vendors covering disbursements related to payroll benefits and taxes, insurance, electricity, bond and lease principal and interest, and Pcard purchases as well as disbursements over \$200,000 if the associated contract was previously approved by the Board. The Siemens Mobility Inc. disbursement falls outside of these previous approvals.</p>	
DISCUSSION:	<p>Supply Chain has implemented a forecasted inventory strategy for light rail parts, which generates orders daily based on what maintenance staff has forecasted for the light rail fleet. These orders generate purchase orders daily from \$1 to \$150,000 dollars based on lowest bidder responses to fulfill those orders. As those orders arrive at UTA, they are submitted for payment to Accounts Payable and occasionally those payments will go over \$200,000.</p> <p>This \$306,722.48 disbursement is comprised of 29 invoices on 22 purchase orders that were generated by Siemens Mobility Inc. from January 3 to February 10, 2020. The individual invoice charges range from \$7.68 to \$81,936. More detailed invoice information is on the attached check detail list.</p>	
CONTRACT SUMMARY:	Contractor Name: Siemens Mobility Inc.	
	Procurement Method: Lowest Price	Funding Sources: UTA Funds

ALTERNATIVES:	Failure to pay the Siemens for goods rendered to UTA's inventory from a UTA Purchase Order could lead to a dispute and cancellation of other goods and/or services by Siemens.
FISCAL IMPACT:	\$306,722.48
ATTACHMENTS:	1) Invoice Summary ACH#883495 Siemens Mobility Inc.

<u>Invoice Number</u>	<u>Purchase Order</u>	<u>Invoice Due Date</u>	<u>Part Description</u>	<u>Payment Amount</u>
5610205437	01114229	1/24/2020	48 Ground Brush Assemblies	81,936.00
5610203234	01114418	1/17/2020	53 Hub Flanges	70,278.00
5610204763	01108444	2/4/2020	324 Roller Bridge Plates	47,628.00
5610204973	01117048	1/22/2020	4 Cab Windshields	25,824.00
5610206063	01114426	1/28/2020	30 Harness Kits	9,570.00
5610204975	01115455	1/22/2020	5 Window Panes	8,480.00
5610204957	01115809	1/22/2020	10 Press Switch Assemblies	6,700.00
5610204303	20029788	1/16/2020	1 EGMS PCB Assemblies	6,414.00
5610206063	01114426	1/28/2020	20 Harness Kits	6,380.00
5610205470	01116508	1/24/2020	90 Shims for Secondary Suspension	6,057.00
5610205471	01116573	1/24/2020	10 Speakers/Horns	6,020.00
5610204303	20029788	1/16/2020	1 EGMS PCB Assemblies	5,498.00
5610204304	20029788	1/16/2020	1 EGMS PCB Assemblies	4,655.00
5610204364	01116508	1/30/2020	2 Sliding Elements	3,724.00
5610205436	01114229	1/24/2020	5 Press Switch Assemblies	3,350.00
5610200348	01115484	1/3/2020	2 Truck Nut Stops	2,896.00
5610203227	01114774	1/15/2020	5 Rotary Switches	2,105.00
5610205463	01114426	1/24/2020	45 Fixed Axles	1,881.00
5610193284	01114606	1/22/2020	50 Felt Strips	1,665.00
5610204611	01114070	1/28/2020	2 Rotary Switches	842.00
5610204980	01116573	1/22/2020	5 Switch Assemblies	830.00
5610205480	01107399	1/24/2020	2 3KW Contractors	764.00
5610203228	01115475	1/15/2020	2500 Spring Washers	750.00
5610191808	01116205	1/17/2020	5 Skirt Pins	740.00
5610194214	01115773	1/22/2020	4 Junction Boxes	540.00
5610198981	01116205	1/15/2020	5 Truck Shims	468.50
5610207686	01113859	2/10/2020	4 Time Relays	329.20
5610205462	01116600	1/24/2020	4 Insulated Shims	147.20
5610204363	01116600	1/30/2020	2 Shims	82.20
5610203163	01116899	1/28/2020	15.24 Meters of Foam Dusk Gaskets	77.72
5610203218	01110266	1/28/2020	11 Door Leaf Screws	38.50
5610205462	01116600	1/24/2020	1 Insulated Shims	36.80
5610204303	20029788	1/16/2020	Shipping	7.68
5610204304	20029788	1/16/2020	Shipping	7.68
				306,722.48



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: March 25, 2020

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have approved requisitions by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Light Rail Vehicle Door Parts - This is a procurement to purchase parts to perform an overhaul on the doors for the SD100 Light Rail vehicles as part of our State of Good Repair plan. There are 23-SD100 vehicles with 8 doors on each vehicle. The labor for this overhaul will be performed by in house employees and will take approximately two years to complete. The parts will be sent out for bid to multiple vendors and respondents may bid on one or multiple parts as they see fit. Order award will be per part number and will be based on lowest price and ability to meet required delivery dates. (req. 7706)• Meadowbrook Maintenance Bays and Canopies Design Work - This procurement is for the design of additional maintenance bays and canopies at the Meadowbrook Business Unit. The Architect/Engineering firm selected will assist UTA in developing the schematic design, design development, bidding, and construction documents, including specifications to retrofit the site to accommodate the additions. The need for additional bays and canopies at this location is essential to the state of good repair for the bus fleet as well as to accommodate the needs of our expanding fleet. Funding for the project is included in the 2020 budget. This will be procured using an RFP procurement with selection based on Technical criteria in addition to price. (req. 7848)

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| | <ul style="list-style-type: none">• Transit Planning Software - This is a procurement for a new, more efficient, Transit Planning Software for the planning team. Our current tools, such as GIS and Trapeze, are outdated and can take weeks to complete an impact analysis study for route changes. New software platforms exist that can analyze and compare costs of new services, impacts of changes to existing services, benefits/drawbacks of potential service changes, etc. in minutes. Funding for this procurement was included in the 2020 Planning budget. This will be procured using an RFP procurement with selection based on Technical criteria in addition to price. (req. 7842) |
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MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Department of Health and Human Services Grant Application for Administration on Community Living Challenge – Partnering with Community Options, Inc.
AGENDA ITEM TYPE:	Grant Opportunity
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Administration on Community Living (ACL) Challenge provides funding to hire individuals with disabilities. UTA is partnering with Community Options to apply for an ACL competition grant to strengthen our disability inclusion efforts.
DISCUSSION:	This grant/competition would provide funding to implement procedures for hiring of individuals with disabilities. UTA would seek to hire 5 to 10 individuals with disabilities to fill existing vacant positions. This funding would assist with UTA employment needs and facilitate UTA employment opportunities for individuals with disabilities. If awarded, UTA and Community Options would enter into a Memorandum of Understanding detailing the partner responsibilities.
ALTERNATIVES	This opportunity helps meet business needs and improves hiring and recruitment of individuals with disabilities. If the ACL Challenge is not pursued, UTA would not have this additional assistance to fill staffing needs.
FISCAL IMPACT:	<p>If selected:</p> <ul style="list-style-type: none">○ Year 1 – Program development; develop employment program, recruit employees, conduct employee training; provide training for UTA managers and supervisors (\$100,000 in funding)○ Year 2 – Program implementation; hiring of employees with disabilities (\$180,000 in funding)○ Year 3 – Continued program implementation; continued employment of employees with disabilities (\$100,000 in funding) <p>It is projected that ongoing operational costs for this program may be absorbed into already planned personnel expenses.</p>
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief Service Development Officer
PRESENTER(S): Paul Drake, Sr Manager- Real Estate and TOD
Hal Johnson, Manager-Project Development Systems Planner

BOARD MEETING DATE: March 25, 2020

SUBJECT:	UTA Frontlines Headquarters Administration Building
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The UTA Facilities Strategic Plan was completed in February of 2019. One of the recommendations of the plan was to perform a structural analysis of the UTA Administration Building, known as Frontlines Headquarters, or FLHQ. UTA hired Reaveley Engineering to complete this analysis. The final report includes the deficiencies identified in FLHQ's structure and the proposed upgrades.</p> <p>It has been a long-term vision to have UTA's administrative offices located within a transit-oriented development (TOD) on the Salt Lake Central property. This vision heavily influenced the Station Area Plan for the area, completed in partnership with Salt Lake City, the Redevelopment Agency, and other stakeholders. The Station Area Plan also contemplates a parking structure on the current FLHQ property to support the new development. UTA would only need a portion of the office building. The rest would be leased to other tenants as part of a joint development project.</p>
DISCUSSION:	<p>Last year the Board selected Salt Lake Central as one of three new TOD sites. A Request for Proposal (RFP) is being prepared to select a development partner for the Salt Lake Central site. In conjunction with this effort is the need to determine if a new office building providing space for future UTA administrative offices should be prioritized in the development sequence or constructed in a later phase. If it is determined to wait, a decision would be needed whether to seismically upgrade the existing FLHQ building or not.</p> <p>This discussion is intended to solicit insight from the board on whether UTA should invest in upgrading its existing building for seismic purposes or apply funding toward a new facility in the Salt Lake Central TOD.</p>
ALTERNATIVES:	N/A

FISCAL IMPACT:	It is estimated that structurally upgrading FHLQ will cost \$10.8 million. To build a new office building, it is estimated that UTA will need \$15.7 million for UTA's portion of a multi-story commercial building (2019 Dollars).
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: March 25, 2020

SUBJECT:	Summary of Fare Changes and Planned Public Outreach
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>On February 12, 2020 staff presented and obtained feedback from the Board of Trustees on the draft fare policy. The action items resulting from this discussion include:</p> <ul style="list-style-type: none">• Prepare a proposed fare pricing structure• Conduct a Title VI analysis• Create and implement an action plan to solicit public feedback on fare changes
DISCUSSION:	<p>Staff will present a recommended fare pricing structure based on the draft fare policy. To bring the current fare system into compliance with the draft fare policy there are many goals and objectives that need to be met. The proposed fare changes align with the fare policy guiding principles and support future fare strategy.</p> <p>The proposed fare pricing has a target implementation date of this fall. Fare changes include adjustments to the monthly, day, and premium fare multipliers, streamlining the discount levels, and removing select fare products and media. A Title VI analysis will be conducted prior to the adoption of the fare policy and public feedback will be solicited.</p> <p>Staff will also review the public outreach plan and related timeline. The plan includes a public comment period that will last approximately 30 days. A public hearing will take place following a 15-day required notice. Public open houses will be held in multiple counties within UTA's service area. After the comment period closes a summary report of results will be prepared in addition to the Title VI analysis. The timing of the public outreach will be dependent upon the current situation regarding coronavirus and best practices including social distancing.</p>
ATTACHMENTS:	None



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: March 25, 2020

SUBJECT:	2019 Chief Performance Targets Report and 2020 Goals
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	Carolyn Gonot, UTA Executive Director, and UTA's Executive team will report on the status of their 2019 goals as well as each Chief Officer's goals for 2020. These will be broken up by service, people and stewardship.
Attachments:	None



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: March 25, 2020

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of collective bargaining and pending or reasonably imminent litigation.
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 Collective Bargaining
ATTACHMENTS:	None