

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

Wednesday, February 20, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



- | | |
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| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Jonathan Yip |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of February 13, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report | Steve Meyer |
| 7. Financial Report – December 2018 | Bob Biles |
| 8. R2019-02-02 Authorizing Execution of Interlocal Agreement with Salt Lake City for Transit Master Plan Implementation | Nichol Bourdeaux and Laura Hanson |
| 9. Contracts, Disbursements & Change Orders | |
| a. Revenue Contract: Fidelity Investments Eco Pass | Monica Morton |
| b. Revenue Contract: Salt Lake County Eco Pass | Monica Morton |
| 10. Discussion Items | |
| a. Government Relations Update | Matt Sibul |
| b. Vineyard FrontRunner Station | Mary DeLoretto and Grey Turner |
| 11. Other Business | Chair Carlton Christensen |
| a. Next meeting: February 27, 2019 at 9:00 a.m. | |
| 12. Adjourn | Chair Carlton Christensen |

Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com.

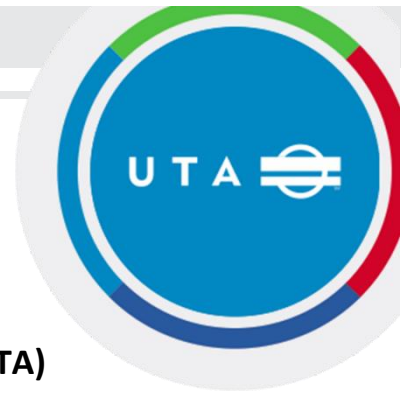
Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting calldredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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

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

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**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
February 13, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also attending were members of UTA staff, as well as interested citizens and members of the media.

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

Safety Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Manager of Safety, for a brief safety message.

Recognition of UTA Operator Shelly Monson. Eddy Cumins, UTA Chief Operating Officer, summarized the events leading up to Ms. Monson saving the life of a 15-year-old girl. Following Mr. Cumins's comments, the board presented Ms. Monson with a certificate of appreciation.

Public Comment Period. No public comment was given.

Approval of February 6, 2019 Board Meeting Minutes. A motion to approve the February 6, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report. Steve Meyer, UTA Interim Executive Director, provided an update on UTA's rankings among its peers related to operating costs on the commuter rail system and recognition of the finance team for receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 2017 Comprehensive Annual Financial Report. Mr. Cumins and Bruce Cardon, UTA General Manager of Commuter Rail, then provided more detailed information on the commuter rail rankings. Discussion ensued. Questions on preventative maintenance of the commuter rail system and rankings on cost per passenger mile were posed by the board and answered by staff.

R2019-02-01 Authorizing Execution of an Interlocal Agreement – Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services. Fred Ross, UTA Chief of Police, highlighted the community need for the mutual aid interlocal agreement. Discussion ensued. Questions on the history of mutual aid agreements at the agency and the term of the agreement were posed by the board and answered by Chief Ross.

A motion to approve R2019-02-01 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Pre-Procurement Update. Mr. Meyer notified the board of two pre-procurements: 1) a request for proposal (RFP) for the development of property at the 3900 South Meadowbrook Station as a transit-oriented development (TOD) site and 2) engagement of a program consultant to assist with corporate sponsorship and naming rights. Discussion ensued. Questions on the TOD designation for the 3900 South site, purpose of engaging a program consultant, and timeline for both procurements were posed by the board and answered by staff.

Discussion Items.

Government Relations Update. Michelle Larsen, UTA Senior Government Relations Specialist, noted that Transit Day on the Hill has been rescheduled to February 21, 2019. She spoke about bills related to compliance that the agency is monitoring, including bills on body cameras and governmental immunity.

UTA Advertising Campaign Review. Nichol Bourdeaux, UTA Chief Marketing & Communications Officer, summarized the advertising initiative. Andrea Packer, UTA Communications Director, and Jen Riley and Patrick Buller with R&R Advertising spoke about the campaign purpose, goals, and overarching messaging. Discussion ensued. The board commented on promotion efforts, desire for employees to view the campaign,

and approval of the overall concept. A question on how frequently the advertisement will appear in the media was posed by the board and answered by staff.

Service Planning Implementation Process. Laura Hanson, UTA Director of Planning, delivered a presentation highlighting UTA's service planning implementation process. She summarized the phases of the service planning policy and the service planning toolbox, which includes the service planning policy, service planning overview, service design guidelines, five-year mobility plan, bus stop master plan, and comprehensive system analysis. Discussion ensued. Questions on federal planning requirements, composition and function of the metropolitan planning organizations, interface with the advisory board, feedback from external partners on the planning implementation process, input from bus-only communities on services, extent of local community transit planning, and mechanisms for communities to access planning information were posed by the board and answered by Ms. Hanson.

TOD System Analysis Tool and Criteria. Paul Drake, UTA Senior Manager of Real Estate & TOD, and Ted Knowlton with Wasatch Front Regional Council, spoke about the TOD system analysis tool and criteria, including contributing partners, collaborative efforts, points of data input, and metrics considered in weighting. Discussion ensued. Questions on the difference between the vulnerable communities index and vulnerable housing index, how affordable housing is identified and weighted, sources of data for weighting, where data is stored, other development planning tools available to communities, weighting of accessibility and predicted mode share as it relates to communities that are in an early development stage, how the projected growth rate is determined, current status of site rankings, communication with local governments regarding this tool, and feedback from local governments on using the tool were posed by the board and answered by staff. Chair Christensen suggested the board formally adopt the tool at its next meeting.

Ogden BRT Environmental Study. Mary DeLoretto, UTA Director of Capital Projects, and Hal Johnson, UTA Manager of Project Development & Systems Planning, summarized progress on the Ogden-Weber State University bus rapid transit (BRT) project. Mr. Johnson spoke about the project purpose, development status, key information, current status, budget, and schedule. Discussion ensued. Questions on previous board approvals, timelines for processes, UTA's financial contribution, and timelines for Federal Transit Administration grant decision approval were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, February 20, 2019 at 9:00 a.m.

Closed Session. Chair Christensen indicated there was a need for the board to enter into closed session for a strategy session to discuss pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 11:05 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:24 a.m.

Adjournment. The meeting was adjourned at 11:25 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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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/pm/sitemap/notice/514705.html> for entire content.

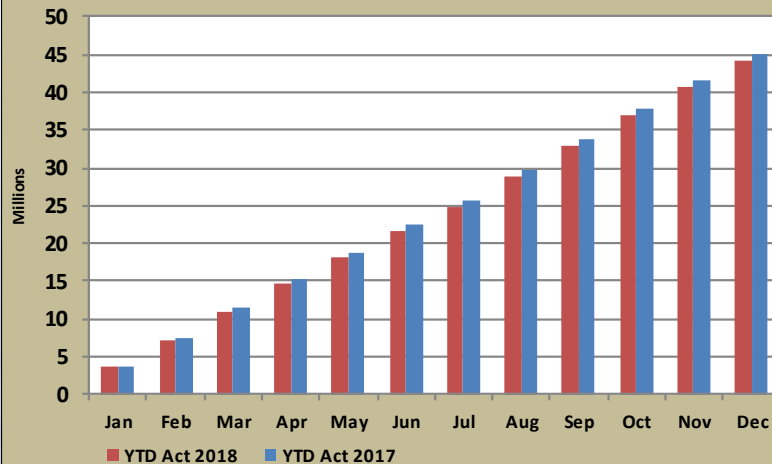
This document along with the digital recording constitute the official minutes of this meeting.

UTA Board Dashboard:

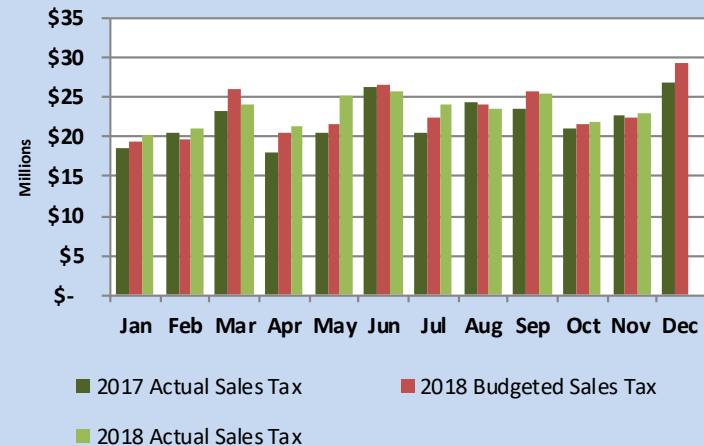
December 2018

Financial Metrics	Dec Actual	Dec Budget	Fav/ (Unfav)		YTD Actual	YTD Budget	Fav/ (Unfav)	
				%				%
Sales Tax (November '18 mm \$)	\$ 23.0	\$ 22.3	\$ 0.75	3.4%	\$ 255.2	\$ 249.5	\$ 5.67	2.3%
Fare Revenue (mm)	\$ 4.4	\$ 5.4	\$ (0.93)	-17.3%	\$ 52.1	\$ 50.3	\$ 1.78	3.5%
Operating Exp (mm)	\$ 26.9	\$ 23.6	\$ (3.29)	-14.0%	\$ 276.6	\$ 277.6	\$ 1.05	0.4%
Investment Per Rider (IPR)	\$ 6.59	\$ 5.13	\$ (1.46)	-28.5%	\$ 5.08	\$ 5.13	\$ 0.05	1.0%
IPR adj for fuel price	\$ 6.54	\$ 5.13	\$ (1.41)	-27.5%	\$ 5.04	\$ 5.13	\$ 0.09	1.8%
UTA Diesel Price (\$/gal)	\$ 1.89	\$ 2.20	\$ 0.31	14.1%	\$ 2.40	\$ 2.20	\$ (0.20)	-9.0%
Operating Metrics	Dec Actual	Dec-17	F/(UF)		YTD Actual	YTD 2017	F/(UF)	
Ridership (mm)	3.41	3.49	(0.1)	-2.5%	44.20	45.12	(0.9)	-2.0%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rtl)	\$ 1.78	Revenue Development (m\$)			\$ 57.89			
Debt Service	Dec Actual	Dec-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 8.30	\$ 8.45	\$ 0.15	1.8%	\$ 114.30	\$ 101.52	\$ (12.78)	-12.6%

UTA Ridership Trends

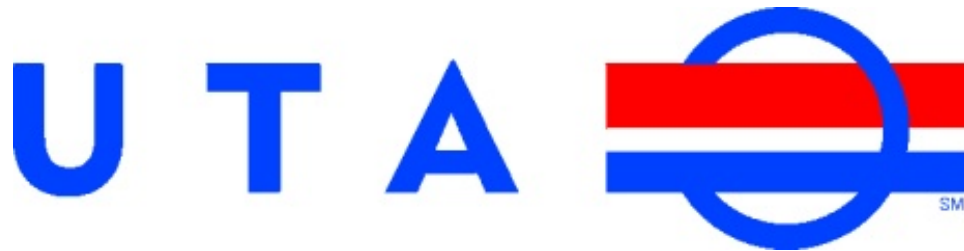


UTA Sales Tax Trends



Utah Transit Authority
Financial Statement
(Unaudited)

Preliminary
December 31, 2018



KEY ITEM REPORT
(UNAUDITED)
As of December 31, 2018

EXHIBIT 1-1

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 284,961,300	\$ 278,909,000	\$ 6,052,300	2%
2 Passenger Revenue	\$ 52,101,537	\$ 50,337,000	1,764,537	4%
3 Other Revenue	\$ 77,789,223	\$ 73,814,000	3,975,223	5%
4 Total Revenue	414,852,060	403,060,000	11,792,060	3%
5 Net Operating Expenses	(276,578,262)	(277,628,000)	1,049,737	0%
Net Operating Income (Loss)	138,273,798	125,432,000	12,841,798	10%
6 Debt Service	114,304,497	113,977,000	(327,497)	0%
7 Other Non-Operating Expenses	4,809,747	5,505,000	695,253	13%
8 Sale of Assets	-	-	-	
9 Contribution to Capital Reserves	\$ 19,159,554	\$ 5,950,000	\$ 13,209,554	
10 Bond Debt Service - Series 2007A CAB	69,069			
11 Amortization	(10,372,036)			
12 Depreciation	103,501,797			
13 Total Non-cash Items	\$ 93,198,830			

GOALS

RIDERSHIP

2017 Actual	December 2018	December 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,406,208	3,493,275	-87,067	44,200,955	45,119,781	-918,826

REVENUE DEVELOPMENT

	YTD
15 Federal/Local/Regional	\$57,893,327

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR with Fuel Adjustment
16 Net Operating Expense	\$ 276,578,262	Net Operating Expense	\$ 276,578,262
17 Less: Passenger Revenue	(52,101,537)	Less: Passenger Revenue	(52,101,537)
18		Fuel Adjustment	(1,652,951)
19 Subtotal	224,476,725	Subtotal	222,823,774
20 Divided by: Ridership	÷ 44,200,955	Divided by: Ridership	÷ 44,200,955
21 Investment per Rider	\$ 5.08	Investment per Rider	\$ 5.04

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of December 31, 2018

BALANCE SHEET

	12/31/2018	12/31/2017	Change December
CURRENT ASSETS			
1 Cash	\$ 10,806,636	\$ 16,918,340	-36%
2 Investments (Unrestricted)	92,231,256	38,680,738	138%
3 Investments (Restricted)	132,588,236	117,162,429	13%
4 Receivables	65,599,235	56,810,616	15%
5 Receivables - Federal Grants	18,373,995	39,545,636	-54%
6 Inventories	34,040,334	31,798,549	7%
7 Prepaid Expenses	2,629,300	2,553,419	3%
8 TOTAL CURRENT ASSETS	\$ 356,268,992	\$ 303,469,727	
9 Property, Plant & Equipment (Net)	3,041,581,820	2,956,091,861	3%
10 Other Assets	141,902,128	133,170,853	7%
11 TOTAL ASSETS	\$ 3,539,752,940	\$ 3,392,732,441	
12 Current Liabilities	50,236,691	\$ 45,179,140	11%
13 Other Liabilities	259,586,254	225,682,423	15%
14 Net Pension Liability	100,876,554	112,925,121	-11%
15 Outstanding Debt	2,197,737,664	2,136,222,972	3%
16 Equity	931,315,777	872,722,785	7%
17 TOTAL LIABILITIES & EQUITY	\$ 3,539,752,940	\$ 3,392,732,441	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
18 Debt Service Reserves	39,761,461	35,153,821	13%
19 2015A Sub Interest Reserves			
20 2018 Bond Proceeds	53,389,114		
21 Debt Service Interest Payable	7,987,789	4,657,295	72%
22 Risk Contingency	7,716,809	7,534,841	2%
23 Box Elder County ROW (sales tax)	6,813,454	6,201,628	10%
24 Mountain Accord	-	153,913	-100%
25 Joint Insurance Trust	4,133,950	3,256,602	27%
26 UT County Bond Proceeds	916	28,808,948	-100%
27 SL County Escrow (Streetcar Double Track)	1,993,939		
28 Amounts held in escrow	10,790,804	31,395,381	-66%
29 TOTAL RESTRICTED RESERVES	\$ 132,588,236	\$ 117,162,429	
DESIGNATED OPERATING RESERVES			
30 Service Stabilization Reserve	\$ 13,916,046	\$ 13,916,046	
31 Fuel Reserve	1,915,000	1,915,000	
32 Parts Reserve	3,000,000	3,000,000	
33 Operating Reserve	25,976,619	19,028,646	
34 Early Debt Retirement Reserve	47,384,438	17,699,386	
35 TOTAL DESIGNATED OPERATING RESERVES	\$ 92,192,103	\$ 55,559,078	
36 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 224,780,339	\$ 172,721,507	

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of December 31, 2018

REVENUE & EXPENSES

	ACTUAL Dec-18	ACTUAL Dec-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 4,426,619	\$ 5,138,489	\$ 52,101,537	\$ 52,159,203
2 Advertising Revenue	204,167	200,000	2,412,500	2,366,667
3 Investment Revenue	657,410	305,415	6,525,872	2,873,787
4 Sales Tax	31,561,986	29,311,842	284,961,300	265,770,775
5 Other Revenue	114,265	(10,692,946)	7,033,783	3,954,893
6 Fed Operations/Preventative Maint.	5,764,117	7,697,391	61,817,068	62,313,994
7 TOTAL REVENUE	\$ 42,728,564	\$ 31,960,191	\$ 414,852,060	\$ 389,439,319
OPERATING EXPENSE				
8 Bus Service	\$ 9,511,365	\$ 7,049,653	\$ 97,613,901	\$ 88,459,308
9 Commuter Rail	2,390,593	2,266,356	24,858,774	21,552,126
10 Light Rail	2,409,082	4,267,689	35,585,589	35,057,298
11 Maintenance of Way	1,422,673	1,581,745	16,645,227	16,286,183
12 Paratransit Service	2,257,781	1,938,611	21,979,830	20,245,681
13 RideShare/Van Pool Services	236,704	837,433	3,056,569	2,982,175
14 Operations Support	4,664,518	3,870,835	45,885,658	41,932,571
15 Administration	3,987,473	549,385	30,952,715	26,537,525
16 TOTAL OPERATING EXPENSE	\$ 26,880,189	\$ 22,361,707	\$ 276,578,262	\$ 253,052,867
17 NET OPERATING INCOME (LOSS)	\$ 15,848,375	\$ 9,598,484	\$ 138,273,798	\$ 136,386,452
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 413,557	\$ 479,911	\$ 4,809,747	\$ 4,886,319
19 Major Investment Studies			-	-
20 Offsetting Investment Studies			-	-
21 Bond Principal	-	766,667	10,662,222	8,980,002
22 Bond Interest	7,629,481	6,923,789	95,968,330	83,770,794
23 Bond Funded Interest - 2015A Sub			-	4,914,774
24 Bond Cost of Issuance/Fees	7,500	240,299	1,083,522	293,449
25 Lease Cost	660,146	514,251	6,590,423	3,562,668
26 Sale of Assets	710,171		(1,944,157)	(2,365,368)
27 TOTAL NON-OPERATING EXPENSE	\$ 9,420,855	\$ 8,924,917	\$ 117,170,087	\$ 104,042,638
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 6,427,520	\$ 673,567	\$ 21,103,711	\$ 32,343,814
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -	\$ 15,859	\$ 69,069	\$ 190,409
30 Bond Premium/Discount Amortization	(7,532,986)	(1,321,256)	(19,386,740)	(15,855,077)
31 Bond Refunding Cost Amortization	683,649	685,192	8,203,790	8,222,304
32 Future Revenue Cost Amortization	67,576	67,576	810,914	810,914
33 Depreciation	9,000,713	15,413,216	103,501,797	153,573,216
34 NET OTHER EXPENSES (NON-CASH)	\$ 2,218,952	\$ 14,860,587	\$ 93,198,830	\$ 146,941,766

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Dec-18	Dec-18	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,426,619	\$ 5,372,140	\$ (945,521)	-18%
2 Advertising Revenue	204,167	213,833	(9,666)	-5%
3 Investment Revenue	657,410	311,000	346,410	111%
4 Sales Tax	31,561,986	29,363,951	2,198,035	7%
5 Other Revenue	114,265	564,333	(450,068)	-80%
6 Fed Operations/Preventative Maint.	5,764,117	5,068,917	695,200	14%
7 TOTAL REVENUE	\$ 42,728,564	\$ 40,894,174	\$ 1,834,390	4%
OPERATING EXPENSE				
8 Bus Service	\$ 9,511,365	\$ 8,434,065	\$ (1,077,300)	-13%
9 Commuter Rail	2,390,593	1,881,777	(508,816)	-27%
10 Light Rail	2,409,082	2,990,450	581,368	19%
11 Maintenance of Way	1,422,673	1,587,680	165,007	10%
12 Paratransit Service	2,257,781	1,941,268	(316,513)	-16%
13 RideShare/Van Pool Services	236,704	267,608	30,904	12%
14 Operations Support	4,664,518	3,786,624	(877,894)	-23%
15 Administration	3,987,473	2,698,692	(1,288,781)	-48%
16 TOTAL OPERATING EXPENSE	\$ 26,880,189	\$ 23,588,164	\$ (3,292,025)	-14%
17 NET OPERATING INCOME (LOSS)	\$ 15,848,375	\$ 17,306,011	\$ (1,457,636)	-8%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 413,557	\$ 458,750	\$ 45,193	10%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	-	-	-	
22 Bond Interest	7,629,481	8,051,454	421,973	5%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	7,500	5,458	(2,042)	-37%
25 Lease Cost	660,146	1,081,746	421,600	39%
26 Sale of Assets	710,171	-	(710,171)	
27 TOTAL NON-OPERATING EXPENSE	\$ 9,420,855	\$ 9,597,408	\$ 176,553	2%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 6,427,520	\$ 7,708,603	\$ (1,281,083)	17%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ -			
30 Bond Premium/Discount Amortization	(7,532,986)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	9,000,713			
34 NET OTHER EXPENSES (NON-CASH)	\$ 2,218,952			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of December 31, 2018

YEAR TO DATE

	ACTUAL Dec-18	BUDGET Dec-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 52,101,537	\$ 50,337,000	\$ 1,764,537	4%
2 Advertising Revenue	2,412,500	2,483,000	(70,500)	-3%
3 Investment Revenue	6,525,872	3,732,000	2,793,872	75%
4 Sales Tax	284,961,300	278,909,000	6,052,300	2%
5 Other Revenue	7,033,783	6,772,000	261,783	4%
6 Fed Operations/Preventative Maint.	61,817,068	60,827,000	990,068	2%
7 TOTAL REVENUE	\$ 414,852,060	\$ 403,060,000	\$ 11,792,060	3%
OPERATING EXPENSE				
8 Bus Service	\$ 97,613,901	\$ 97,522,000	\$ (91,902)	0%
9 Commuter Rail	24,858,774	22,842,410	(2,016,364)	-9%
10 Light Rail	35,585,589	35,365,330	(220,259)	-1%
11 Maintenance of Way	16,645,227	18,130,260	1,485,033	8%
12 Paratransit Service	21,979,830	23,010,000	1,030,170	4%
13 RideShare/Van Pool Services	3,056,569	3,210,000	153,431	5%
14 Operations Support	45,885,658	45,154,000	(731,658)	-2%
15 Administration	30,952,715	32,394,000	1,441,285	4%
16 TOTAL OPERATING EXPENSE	\$ 276,578,262	\$ 277,628,000	\$ 1,049,737	0%
17 NET OPERATING INCOME (LOSS)	\$ 138,273,798	\$ 125,432,000	\$ 12,841,798	10%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 4,809,747	\$ 5,505,000	\$ 695,253	13%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	10,662,222	9,200,000	(1,462,222)	-16%
22 Bond Interest	95,968,330	95,130,906	(837,424)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,083,522	65,500	(1,018,022)	-1554%
25 Lease Cost	6,590,423	9,580,594	2,990,171	31%
26 Sale of Assets	-	-	-	
27 TOTAL NON-OPERATING EXPENSE	\$ 119,114,244	\$ 119,482,000	\$ 367,756	0%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 19,159,554	\$ 5,950,000	\$ 13,209,554	-222%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 69,069			
30 Bond Premium/Discount Amortization	(19,386,740)			
31 Bond Refunding Cost Amortization	8,203,790			
32 Future Revenue Cost Amortization	810,914			
33 Depreciation	103,501,797			
34 NET OTHER EXPENSES (NON-CASH)	\$ 93,198,830			

CAPITAL PROJECTS
(UNAUDITED)
As of December 31, 2018

EXHIBIT 1-6

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 27,782,474	\$ 23,516,922	118.1%
2 INFORMATION TECHNOLOGY	3,817,947	8,594,818	44.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	632,216	1,035,796	61.0%
4 CAPITAL PROJECTS	15,029,216	41,057,292	36.6%
5 PROVO OREM BRT	45,418,921	40,227,000	112.9%
6 AIRPORT STATION RELOCATION	2,010,791	22,901,499	8.8%
7 STATE OF GOOD REPAIR	18,106,978	29,674,141	61.0%
8 PROP 1 PROJECTS	3,956,941	11,067,067	35.8%
9 TIGER (INCLUDING PROP#1 TIGER)	5,845,861	13,104,294	44.6%
10 TOTAL	<u>\$ 122,601,345</u>	<u>\$ 191,178,829</u>	64.1%
REVENUES			
11 GRANT	\$ 30,128,021	\$ 26,114,493	115.4%
12 PROVO-OREM TRIP	12,480,460	30,000,000	41.6%
13 LEASES (PAID TO DATE)	18,526,172	21,163,045	87.5%
14 BONDS	23,237,512	50,877,399	45.7%
15 LOCAL PARTNERS	4,404,821	14,318,487	30.8%
16 TRANSFER FROM OPERATING (PROP 1)	3,956,941	3,997,323	99.0%
17 UTA FUNDING	29,867,418	44,708,082	66.8%
18 TOTAL	<u>\$ 122,601,345</u>	<u>\$ 191,178,829</u>	64.1%

FAREBOX RECOVERY & IPR
(UNAUDITED)

EXHIBIT 1-7

As of December 31, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Dec-18	Dec-17	2018	2017
UTA				
Fully Allocated Costs	26,880,189	22,361,707	276,578,262	253,052,868
Passenger Farebox Revenue	4,426,619	4,300,683	52,101,536	52,159,204
Passengers	3,406,208	3,493,275	44,200,955	45,119,781
Farebox Recovery Ratio	16.5%	19.2%	18.8%	20.6%
Actual Investment per Rider	\$6.59	\$5.17	\$5.08	\$4.45
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	13,309,776	10,983,875	131,286,244	120,472,405
Passenger Farebox Revenue	1,675,648	1,429,575	20,206,540	19,592,322
Passengers	1,456,873	1,386,606	19,216,552	19,332,861
Farebox Recovery Ratio	12.6%	13.0%	15.4%	16.3%
Actual Investment per Rider	\$7.99	\$6.89	\$5.78	\$5.22
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,521,111	5,135,732	75,343,765	68,899,150
Passenger Farebox Revenue	1,503,491	1,494,137	18,247,837	18,360,878
Passengers	1,404,931	1,537,101	17,899,714	18,823,576
Farebox Recovery Ratio	23.1%	29.1%	24.2%	26.6%
Actual Investment per Rider	\$3.57	\$2.37	\$3.19	\$2.68
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,056,524	3,868,421	40,456,065	36,955,092
Passenger Farebox Revenue	543,984	581,511	5,928,955	5,985,393
Passengers	406,055	410,100	5,082,168	4,854,098
Farebox Recovery Ratio	13.4%	15.0%	14.7%	16.2%
Actual Investment per Rider	\$8.65	\$8.01	\$6.79	\$6.38
PARATRANSIT				
Fully Allocated Costs	2,499,005	1,929,175	24,067,081	22,016,066
Passenger Farebox Revenue	354,718	458,151	3,767,967	4,369,071
Passengers	59,694	60,707	835,952	828,746
Farebox Recovery Ratio	14.2%	23.7%	15.7%	19.8%
Actual Investment per Rider	\$35.92	\$24.23	\$24.28	\$21.29
RIDESHARE				
Fully Allocated Costs	493,773	444,503	5,425,107	4,710,154
Passenger Farebox Revenue	348,777	337,309	3,950,237	3,851,539
Passengers	78,656	98,761	1,166,569	1,280,499
Farebox Recovery Ratio	70.6%	75.9%	72.8%	81.8%
Actual Investment per Rider	\$1.84	\$1.09	\$1.26	\$0.67

FAREBOX RECOVERY & IPR
(UNAUDITED)
As of December 31, 2018

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Dec-18	Dec-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$13,309,776	\$10,983,875	\$131,286,244	\$120,472,405
Light Rail Service	\$6,521,111	\$5,135,732	\$75,343,765	\$68,899,150
Commuter Rail Service	\$4,056,524	\$3,868,421	\$40,456,065	\$36,955,092
Paratransit	\$2,499,005	\$1,929,175	\$24,067,081	\$22,016,066
Rideshare	\$493,773	\$444,503	\$5,425,107	\$4,710,154
UTA	\$26,880,189	\$22,361,707	\$276,578,262	\$253,052,867
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,675,648	\$1,429,575	\$20,206,540	\$19,592,322
Light Rail Service	\$1,503,491	\$1,494,137	\$18,247,837	\$18,360,878
Commuter Rail Service	\$543,984	\$581,511	\$5,928,955	\$5,985,393
Paratransit	\$354,718	\$458,151	\$3,767,967	\$4,369,071
Rideshare	\$348,777	\$337,309	\$3,950,237	\$3,851,539
UTA	\$4,426,619	\$4,300,683	\$52,101,536	\$52,159,203
PASSENGERS				
Bus Service	1,456,873	1,386,606	19,216,552	19,332,861
Light Rail Service	1,404,931	1,537,101	17,899,714	18,823,576
Commuter Rail Service	406,055	410,100	5,082,168	4,854,098
Paratransit	59,694	60,707	835,952	828,746
Rideshare	78,656	98,761	1,166,569	1,280,499
UTA	3,406,208	3,493,275	44,200,955	45,119,780
FAREBOX RECOVERY RATIO				
Bus Service	12.6%	13.0%	15.4%	16.3%
Light Rail Service	23.1%	29.1%	24.2%	26.6%
Commuter Rail Service	13.4%	15.0%	14.7%	16.2%
Paratransit	14.2%	23.7%	15.7%	19.8%
Rideshare	70.6%	75.9%	72.8%	81.8%
UTA	16.5%	19.2%	18.8%	20.6%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$7.99	\$6.89	\$5.78	\$5.22
Light Rail Service	\$3.57	\$2.37	\$3.19	\$2.68
Commuter Rail Service	\$8.65	\$8.01	\$6.79	\$6.38
Paratransit	\$35.92	\$24.23	\$24.28	\$21.29
Rideshare	\$1.84	\$1.09	\$1.26	\$0.67
UTA	\$6.59	\$5.17	\$5.08	\$4.45

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of December 31, 2018

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Government ¹	\$ 18,373,995	\$ 18,373,995				
2 Local Contributions ²	52,752,969	52,752,969				
3 Warranty Recovery	376,717	376,717				
4 Product Sales and Development	864,925	542,906	155,640	13,332	143,032	10,015
5 Pass Sales	437,090	357,390	(12,415)	12,347	7,400	72,368
6 Property Management	64,619	24,098	1,871	1,576	-	37,074
7 Vanpool/Rideshare	43,509	29,703	2,338	2,074	535	8,859
8 Capital Development Agreements	9,285,852	9,270,493				15,359
9 Mobility Management	1,700					1,700
10 Paratransit	11,250	11,250				
11 Other ³	1,760,604	1,760,604				
12 Total	\$ 83,973,230	\$ 83,500,125	\$ 147,434	\$ 29,329	\$ 150,967	\$ 145,375

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	62.8%	18.0%	1.5%	16.5%	1.2%	
17 Pass Sales	81.8%	-2.8%	2.8%	1.7%	16.6%	
18 Property Management	37.3%	2.9%	2.4%	0.0%	57.4%	
19 Vanpool/Rideshare	68.3%	5.4%	4.8%	1.2%	20.4%	
20 Capital Development Agreements	99.8%	0.0%	0.0%	0.0%	0.2%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	99.4%	0.2%	0.0%	0.2%	0.2%	

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

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

³ Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM NOVEMBER 1, 2018 THROUGH NOVEMBER 30, 2018
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
DECEMBER 12, 2018 ITEM#12(g)		SIEMENS MOBILITY, INC.	341488	11/29/2018	\$ 386,658.15
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	341614	12/6/2018	456,784.99
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	341736	12/10/2018	678,244.30
14-1109TH ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	341814	12/13/2018	204,017.85
UTAH STATE CONTRACT#AV2532	10/6/2016	TONY DIVINO TOYOTA	341866	12/13/2018	826,191.00
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	341892	12/13/2018	5,503,109.79
15-1484PP PURCHASE 22 PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP	342039	12/20/2018	430,586.89
17-2455JH LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC.	342049	12/20/2018	429,434.55
R2018-05-09		ROCKY MOUNTAIN POWER	342071	12/20/2018	379,094.09
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	342085	12/20/2018	1,386,111.62
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	342124	12/20/2018	2,320,370.70
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	342139	12/27/2018	484,301.91
18-2398TP TIGER GRANT CONSTUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	342197	12/27/2018	1,515,363.63
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	342268	12/27/2018	1,829,513.78

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH SALT LAKE CITY**

No. R2019-02-02

February 20, 2019

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

WHEREAS, the Authority's Board of Trustees ("Board") is charged with creating and pursuing funding opportunities for transit capital and service initiatives in consultation with other public entities; and

WHEREAS, Salt Lake City Corporation (the "City") has adopted a Transit Master Plan (the "Plan") that includes a suite of transit improvements and the expansion of the Authority's current service level within the City, including higher frequencies and expanded service hours; and

WHEREAS, the City is willing to provide the Authority with the funding necessary to effect a portion of the transit improvements set forth in the Plan; and

WHEREAS, the Authority and the City have negotiated a Transit Master Plan Implementation Interlocal Cooperation Agreement (the "ILA") which sets forth a framework pursuant to which the Authority and the City will plan, coordinate and fund the transit improvements called for under the Plan; and

WHEREAS, the Authority and the City have also negotiated a funding addendum (the "Addendum") which provides up to \$2,456,488 in funding allowing for UTA to mobilize as necessary to provide enhanced frequent transit network service, starting August 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the ILA and the Addendum are hereby approved by the Board.
2. That the Executive Director is authorized to execute the ILA and the Addendum in substantially the same forms as those attached at Attachment A and Attachment B.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the ILA and the Addendum.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 20th day of February 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

ATTACHMENT A

**SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN IMPLEMENTATION INTERLOCAL AGREEMENT**

THIS TRANSIT MASTER PLAN IMPLEMENTATION INTERLOCAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2019, by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“City”).

RECITALS

A. Utah Code §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

B. UTA and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code §11-13-101, et seq., known as the “Interlocal Cooperation Act”); and

C. The City and UTA both serve the transit-riding public in Salt Lake City; and

D. UTA is responsible for the equitable distribution of transit service in the region, of which Salt Lake City is a major travel market; and

E. UTA currently provides transit services to, from and within Salt Lake City at levels that reflect this equitable distribution of service; and

F. The City adopted a Transit Master Plan (“Plan”) on the 5th day of December, 2017; and

G. This Plan was jointly developed by UTA and the City and it is the Parties’ shared intent to implement the Plan over the next twenty years; and

H. The Plan recommends a suite of transit improvements (the “Transit Improvements”), including the expansion of UTA’s current service level within the City to include higher frequencies, expanded service hours, and adjustments to alignments that UTA is able to provide with current financial resources; and

I. The Transit Improvements also include alternative transportation programs enhancing first-mile/last-mile connections, capital improvements, and other improvements described in the Plan; and

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J. UTA and the City agree the Transit Improvements are complementary to UTA’s current transit service and enhance each Party’s goal of having attractive and effective transit service for people working, studying and living in and around Salt Lake City;

K. The City desires to fund the incremental costs associated with the addition of the Transit Improvements for building out infrastructure on City-sponsored routes to increase coverage and ridership, particularly in the City’s downtown core for under-served areas, specifically the West side and other under-served areas of the City;

L. The City desires initially to prioritize funding the incremental costs associated with increased frequency of routes on 1000 North, 600 North, 200 South, 900 South, 2100 South, with routes on 400 South likely being the last routes initially implemented; and

M. This Agreement is intended to form the framework of how the Transit Improvements (including, without limitation, the currently planned and future potential frequent transit network service routes in the City) will be planned and coordinated by UTA and the City.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE AND INTENT.** UTA and the City share a desire to grow and improve the transit system in which efficiencies are reinvested. UTA and the City recognize that the Plan’s success is interdependent with the Wasatch Front Regional Council Regional Transportation Plan (“RTP”) and that local and regional investments should be complementary to maximize the benefits of each. The coordinated planning of the Plan and the RTP should consider additional revenue sources that become available to fund the RTP during the term of this Agreement. UTA and the City desire to enable people and businesses to rely on transit and encourage permanence and stability in services. UTA and the City recognize the value of establishing a process for decision making and a methodology for calculating the cost of City-funded service enhancements. UTA and the City are implementing a plan driven by data analysis and public engagement, and transparency and accountability should shape the execution of the program. As such, it is the intent of the Parties to continue to work together to support the implementation of the Transit Improvements identified in the Plan. Both Parties have sustainability goals and agree to consider clean technologies (such as electric vehicles) and infrastructure in the implementation of the Plan, where feasible.

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2. **COOPERATION.** The City and UTA shall each designate a primary representative responsible for the implementation of this Agreement and shall each also provide additional subject matter experts to comprise a technical working group who will aid the primary representative. City and UTA staff will confer in good faith and regularly exchange relevant information to report progress to their respective organizations.

3. **FREQUENT TRANSIT NETWORK ROUTES.**

(a) As of the date this Agreement is executed, the term “Baseline Service” shall mean the level of transit service that UTA provides on the UTA change day immediately preceding the commencement of the initial City-sponsored service. “Baseline Service” will be re-evaluated on an annual basis based on then-current UTA service design guidelines, including propensity and productivity factors. The routes/frequency of routes identified by the City, in cooperation with UTA, to be sponsored by the City shall be identified as the frequent transit network routes (“FTN Routes”) and shall further depicted and described in addenda to this Agreement. Typical addendum content is shown in Exhibit “A.” UTA and the City shall coordinate the implementation of the FTN Routes with the RTP.

(b) No service shall be funded using the City funds provided pursuant to this Agreement except as described and depicted in an addendum issued in accordance with this Agreement. For each year that money is appropriated by the City to fund the FTN Routes, the Parties shall execute an addendum that identifies the City-sponsored FTN Routes and describes the City’s payment obligations (including the calculation of the Annual Service Mileage Cost as described in Section 5 of this Agreement). The Parties may, upon mutual agreement in writing, further modify the addendum from time-to-time as necessary to implement this Agreement.

4. **UTA’S OBLIGATIONS WITH RESPECT TO FTN ROUTES.**

(a) UTA shall continue to manage and operate the FTN Routes. UTA shall be solely responsible for operations, management, administration, and service delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting for the FTN Routes. Except as specifically provided herein, the City shall have no responsibility for the operations and management of the FTN Routes. The City shall have no responsibility for, nor authority or control with respect to, the supervision and management of any employees, third-party consultants, or UTA agents of any kind.

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(b) UTA shall accommodate specially branded bus stop signs at all UTA sign post and shelter locations that are located along the FTN Routes. UTA shall cause the production and, installation of the specially branded bus stop signs. The design and cost responsibility for such specially branded bus stop signs shall be negotiated and memorialized in an addendum subsequently executed between UTA and the City.

(c) UTA's obligations with respect to the FTN Routes are subject to UTA's receipt of the City Funding (as defined by and as provided in Section 6 of this Agreement).

(d) Nothing in this Agreement prohibits UTA from using other (non-City) funding sources to provide services in addition to, or complementary with, the FTN Routes. As additional revenue sources that become available to fund the RTP during the term of this Agreement, UTA shall, in cooperation with the City and other regional stakeholders, work to program additional funding to coordinate with and enhance the FTN Routes and other Transit Improvements.

(e) UTA shall annually calculate an annual cost (the "Annual Service Mileage Cost") for the FTN Routes in accordance with Section 5 below.

5. **CALCULATION OF ANNUAL SERVICE MILEAGE COST.** The Annual Service Mileage Cost shall be calculated annually and memorialized in the addendum executed by the City and UTA for the applicable period.

(a) The Annual Service Mileage Cost shall be derived from UTA's then most recently reported total bus operating expenses (the "Total BOE Amount"), as published in the National Transit Database ("NTD"), and as adjusted by the following methodology.

(b) The reported Total BOE Amount will first be adjusted to: (i) deduct total fuel expenses allocated to bus operations in the NTD reporting year as identified in UTA's financial statements for such year or as certified by UTA's Comptroller; and (ii) add the capital maintenance expenses allocated to bus operations in the NTD reporting year as identified in UTA's financial statements for such year or as certified by UTA's Comptroller. The resulting amount (after applying the deduction in item (i) above and the addition in item (ii) above) shall then be escalated at a rate equal to two and two-tenths percent (2.2%), per year, from the NTD reporting year to the upcoming service year. The adjusted and escalated number will be known as the "Adjusted BOE Amount."

(c) The Adjusted BOE Amount shall then be divided by the total annual bus miles

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most recently reported in the NTD to determine an “Adjusted Per Mile BOE Rate.”

(d) The Adjusted Per Mile BOE Rate includes administrative and overhead costs. The Adjusted Per Mile BOE Rate shall be discounted by twenty percent (20%) to reflect the administrative and overhead expenses that would be incurred by UTA regardless of the sponsored service. For the purposes of this Agreement, administrative and overhead expenses for bus operational support are listed in the table attached as Exhibit “B.” Because the Parties are estimating the administrative and overhead expenses that are attributable to the City-sponsored service, the Parties agree to review the actual costs incurred by UTA every two years, and adjust the administrative discount based on any actual increases or decreases directly attributable to the City-sponsored service relative to the transit system as a whole. To facilitate the Parties’ review, UTA agrees to provide a breakdown of bus administration, bus operational support, and administration for all modes agency-wide (and supporting information showing how the cost information is calculated into the reported NTD data) every year by September 30 of the year after the service is provided, in a reporting format substantially similar to the format attached as Exhibit “D.” UTA further agrees to cooperate with the City in the review and provide further information in a timely manner if requested by the City.

(e) After application of the administrative and overhead discount set forth in Section 5(d), the Adjusted Per Mile BOE Rate shall be multiplied by the total sponsored revenue miles to arrive at the “Service Mileage Cost, Without Fuel or Paratransit Costs.”

(f) A charge for paratransit service shall then be added. The charge for paratransit services shall be a sum equal to a fixed percentage of the Service Mileage Cost, Without Fuel or Paratransit Costs. The percentage factor applied to determine the paratransit service charge shall be determined by dividing the most recently reported NTD Annual Vehicle Revenue Service Hours for Demand Response services by the most recently reported NTD Annual Vehicle Revenue Service Hours for Bus, Commuter Bus and Light Rail transportation modes.

(g) The estimated fuel costs for the total sponsored revenue miles shall then be added to determine the “Annual Service Mileage Cost.”

(h) The methodology for calculating the Annual Service Mileage Cost is set forth in Exhibit “C.”

6. CITY OBLIGATIONS WITH RESPECT TO FTN ROUTES.

(a) The City shall contribute funding (the “City Funding”) to UTA to support the

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operation of the FTN Routes. The City Funding shall consist of: (i) a mobilization charge (as applicable) to be set forth in the annual addendum, which mobilization charge shall reflect one-time costs to be incurred by UTA with respect to FTN Routes; (ii) capital lease charges for the new buses necessary to support the FTN Routes; (iii) the Annual Service Mileage Cost; and (iv) other costs, as may be agreed between the City and UTA. The total amount of City Funding during any year shall not exceed the amount set forth in the applicable addendum.

(b) All City Funding is subject to the annual appropriation by the City's legislative body. The City shall notify UTA of the appropriated funding for each upcoming year, as soon as such information is publicly available.

(c) The City shall have the right to construct new bus stops with respect to the FTN Routes. Any bus stops constructed by the City must comply with the siting requirements and minimum standards set forth in UTA's Bus Stop Master Plan. The City may include additional functional and artistic amenities with respect to the bus stops. However, any incremental maintenance costs associated with additional amenities will be: (i) determined through negotiation prior to the construction of the bus stops; and (ii) funded by the City pursuant to subsequent addenda through the remaining term of this Agreement.

7. **INVOICING AND PAYMENT.** UTA shall submit invoices for mobilization charges in accordance with each addendum. UTA shall submit invoices for the monthly capital lease charge for buses supporting the FTN routes thirty (30) days prior to the date that UTA is required to pay such monthly lease charges. UTA shall also submit monthly invoices to the City for Annual Service Mileage Cost in a monthly amount equal to one-twelfth (1/12) of the total Annual Service Mileage Cost. Monthly charges for each component of the City Funding may be combined on invoices, as appropriate. The City shall pay all approved invoices within thirty (30) days of receipt. If the City does not approve an invoice, a written explanation of disputed items will be sent within ten (10) business days of the City's receipt of the invoice. The City agrees not to withhold approval of any invoice amounts unreasonably, and further agrees to cooperate with UTA in good faith to resolve disputes concerning invoices in an expeditious manner. Undisputed amounts will be paid within thirty (30) days of receipt. Any undisputed amounts which are not paid within thirty (30) days of receipt shall accrue interest at a rate equal to the higher of two percent (2%) or the daily Public Treasurer's Investment Fund interest rate.

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8. **SIGNIFICANT CHANGES IN FUEL COSTS.** Fuel is included in the Annual Service Mileage Cost. As described in Section 5, the Annual Service Mileage Cost will be calculated by UTA, and paid by the City, based on UTA’s budgeted fuel costs for the period covered by the applicable addendum. Except as provided below, the Annual Service Mileage Cost shall be based on budgeted, and not actual, fuel costs. Notwithstanding the foregoing, the Annual Service Mileage Cost shall be subject to a semi-annual “true-up” payment/credit in the event that the average daily fuel costs for any six-month period covered by an addendum varies from the budgeted cost by more than thirty percent (30%).

9. **ADDITIONAL TRANSIT IMPROVEMENTS.** The City and UTA may use this Agreement, and the addenda contemplated hereunder, to address commitments with respect to other elements of the Transit Improvements (beyond the FTN Routes), as mutually agreed.

10. **ALTERNATIVE SOURCES OF FUNDING.** Nothing in this Agreement shall prevent either Party from collecting contributions, fees, or other funding to help defray the cost of the Transit Improvements. UTA shall not be a party to the assessment or collection of such special contributions, fees, or funding and shall not receive any direct allocation of or credit for such special fees or contributions collected by the City. The City Funding and any additional funding provided by the City shall be used solely to supplement UTA funding of the Transit Improvements and will not be used to supplant any funding for the Baseline Service.

11. **RECORDS.** UTA will maintain full and complete financial records and detailed operations information regarding the FTN Routes and any other Transit Improvements funded by the City pursuant to this Agreement. City shall have access to all financial information regarding the FTN Routes upon request.

12. **PERFORMANCE ASSESSMENT.** The Transit Improvements performance will be monitored during the term of this Agreement based upon the metrics derived from the goals set forth in the Plan including, but not limited to, the following:

- (a) Improve Air Quality.
- (b) Increase Transit Ridership.
- (c) Provide a Safe and Comfortable Transit Access and Waiting Experience.
- (d) Provide Access and Opportunity to Vulnerable Populations.
- (e) Create Economically Vibrant, Livable Places the Support Use of Transit.

Representatives from the Parties shall meet regularly to exchange relevant information and

discuss performance related issues.

13. **DISPUTE RESOLUTION.** The Parties will use the Plan as the basis for their goals and decisions, especially where there is a lack of consensus between the Parties. Where applicable, the Plan includes metrics that may provide objective, data-driven guidance in decision-making. Withdrawal from this Agreement should be a last resort following a good-faith effort toward resolution at both the project level.

14. **TERM.** The term of this Agreement is intended to run concurrently with the Plan, which has a 20-year horizon, and shall be deemed to have begun on the Effective Date and shall remain in effect until June 30, 2039, unless terminated earlier by either Party. If the Parties decide to continue to provide funding and service for some but not all of the Transit Improvements, this Agreement shall remain in effect only as to those routes specifically funded, as provided specifically in the exhibits.

15. **TERMINATION.** Either Party may terminate this Agreement on twelve (12) months written notice to the other Party, which enables appropriate changes in service to be made with the UTA change day process.

16. **STATUS OF PARTIES.**

(a) Independent Contractors. The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between UTA and the City. Any approval, review, inspection, direction or instruction by UTA or any party on behalf of UTA shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(b) Insurance. As between the Parties, UTA shall be responsible for all applicable federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees, as well as any subcontractor or vendor. UTA shall be solely responsible for its own actions, its employees and agents.

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(c) Legal Advice. As independent parties, UTA and the City shall be responsible for each obtaining its own legal services/advice.

17. **GOVERNMENTAL IMMUNITY.** Each of the Parties is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

18. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. **FINANCIAL OBLIGATIONS SUBJECT TO APPROPRIATIONS.** This Agreement does not contain any multiple-fiscal year financial obligations by either party that extend beyond its current fiscal year, that are not subject to annual appropriation of sufficient funds by its governing body. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

20. **LEGAL AUTHORITY.** The City and UTA represent and warrant to each other that they have all necessary authority to enter into this Agreement and to perform their obligations hereunder and that this Agreement does not conflict with any other agreement that each Party is subject or to which it may be bound. The person signing and executing this Agreement on behalf of either Party represents that he/she has been fully authorized to execute this Agreement and to validly and legally bind a Party to all the terms, performances and provisions herein set forth.

21. **NO ASSIGNMENT.** Except as otherwise provided in the Agreement, neither party may assign the Agreement and/or any of its rights and obligations hereunder without the written consent of the other Party.

22. **WRITTEN AMENDMENTS.** This Agreement may be modified or amended

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only by a written document duly executed by both Parties.

23. **NOTICES.** Correspondence regarding this Agreement shall be sent to:

If to UTA:

Utah Transit Authority
Attn:
669 West 200 South
Salt Lake City, Utah 84101

With a copy to:

Managing Attorney
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

If to City:

Department of Community and Neighborhoods
Transportation Division
349 South 200 East, Suite 450
P.O. Box 145502
Salt Lake City, Utah 84114-5502

With a copy to:

City Attorney's Office
451 South State Street, Rm 505A
Salt Lake City, Utah 84111

The addresses or contacts may be changed by the Parties by written notice.

24. **EXHIBITS.** The exhibits attached hereto and specifically incorporated herein by reference are as follows.

- (a) Exhibit "A" Typical Addendum Template
- (b) Exhibit "B" Table of Administrative Costs for Bus Operations
- (c) Exhibit "C" Methodology for Calculating Annual Service Mileage Cost
- (d) Exhibit "D" Form of Annual Administrative Cost Report

25. **ENTIRE AGREEMENT.** The terms and provisions of this Agreement, including but not limited to the Recitals above and the Exhibit(s) incorporated by reference herein, represent the entire understanding of the Parties with respect to the subject matter of this Agreement, and merge, incorporate and supersede all prior communications between the City and UTA concerning that subject. No representations or warranties are made by the City or UTA except as set forth herein.

26. **WAIVER AND BREACH.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

27. **GOVERNING LAW; VENUE.** Each and every term, provision, condition, of this Agreement is subject to the provisions of Utah law. This Agreement is subject to such modifications as may be required by changes in Utah or federal law, or their implementing

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regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Venue for any action arising hereunder shall be in the Salt Lake City District Courts for the State of Utah.

28. **SEVERABILITY.** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

29. **COUNTERPARTS.** This Agreement shall be executed in two counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

30. **INTERLOCAL ACT REQUIREMENTS.**

(a) This Agreement shall be approved by each party pursuant to §11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to §11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to §11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and Salt Lake City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

(f) Either party may withdraw from the joint or cooperative undertaking described

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in this Agreement only upon the termination of this Agreement.

(g) Voting of each Party shall be based on one vote per Party.

(h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

WHEREFORE, the Parties have entered into this Agreement as of the date executed and approved by each of the Party's governing body.

CITY:

APP

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

UTA:

UTAH TRANSIT AUTHORITY, a Utah
public transit district organized under the laws

By: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM:
UTA Legal Counsel

By: _____

Date signed: _____

Exhibit A
Typical Addendum Template

ANNUAL ADDENDUM No. ____
To Interlocal Agreement Between Utah Transit Authority
and Salt Lake City Corporation

THIS ANNUAL ADDENDUM No. ____ to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of _____, 20 __, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA, and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On _____, 2018, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. The Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum No. __, pursuant to the terms of the ILA (the “Addendum No. __”).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 22 of the ILA written changes may be made to the ILA upon the mutual consent of the Parties.

2. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes (“**FTN Routes**”) to be provided by UTA from change day of August of 20__ until change day of August 20__ .

3. The description of Transit Services for the Addendum No. __ is set forth and outlined on Attachment 1, attached hereto and by this reference made a part hereof.

4. The description of the Baseline Services is set forth as outlined in Attachment 2.

5. The calculation of the cost per service mile of the City-sponsored FTN Routes and detailed description thereof is outlined in Attachment 3.

6. This Addendum No. __ may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

7. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the Original Agreement shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

8. This Addendum No. __ will be effective _____, 20__.

IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Addendum No. ___ to Salt Lake City Corporation and Utah Transit Authority
Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

[Signature pages to Addendum No. ___ to Salt Lake City Corporation and Utah Transit Authority
Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney’s Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder’s Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT 1
Description of Transit Services
For This Addendum No. __

ATTACHMENT 2
Description of Baseline Services
For This Addendum No. __

ATTACHMENT 3
Funding for Transit Services
For This Addendum No. __

ATTACHMENT 4
Funding for Transit Services
For This Addendum No. __

Exhibit B
Table of Administrative Costs for Bus Operations

Motor Bus (less FLEX) NTD Administration Cost Centers

2017

Cost Category	Ops Support	Administration
ACCOUNTING		737,110.99
APPLICATION DEVELOPMENT		1,246,608.34
ASSET MANAGEMENT	11,264.45	
BOARD COORDINATION		153,595.51
CHIEF COMMUNICATIONS OFFICER		396,216.78
CHIEF FINANCIAL OFFICER		279,921.65
CHIEF PEOPLE OFFICER		160,487.28
CHIEF TECHNOLOGY OFFICER		399,622.16
CIVIL RIGHTS		204,762.33
CORPORATE & BOARD SUPPORT		129,367.41
CORPORATE SUPPORT		399,282.54
CUSTOMER SERVICE	1,395,613.69	
DATA QUALITY & RIDERSHIP		147,378.30
FACILITIES	6,854,609.52	
FARE STRATEGY & OPERATIONS		417,903.87
FED FUNDS		8.31
FINANCIAL SERVICES		416,364.11
GENERAL COUNSEL		1,396,792.90
GENERAL MANAGER		793,591.89
HUMAN SERVICES		1,288,482.41
INTERNAL AUDIT		206,113.25
MAJOR INVESTMENT STUDIES		5,220.01
MAJOR PROGRAM DEVELOPMENT		1,490,541.69
MATERIALS	204,000.39	
NETWORK SUPPORT		1,892,080.72
ORGANIZATIONAL EFFECTIVENESS		817,445.48
PLANNING & PROGRAMMING		887,711.67
PRODUCT DEVELOPMENT & SALES		295,611.85
PUBLIC RELATIONS & MARKETING		1,433,703.71
PURCHASING & CONTRACTS		583,080.28
QUALITY ASSURANCE		64,370.02
QUALITY ASSURANCE & STATS		47,640.82
REAL ESTATE		479,169.27
RIDESHARE/VANPOOL		9,541.73
RISK MANAGEMENT		641,489.42
RIVERSIDE PARATRANSIT OPERATIONS	96,116.71	
SAFETY	1,092,196.86	
SALT LAKE INTERMODAL EXPENSES		828.28
SECURITY	3,646,238.62	
STRATEGIC THINK TANK		150,365.08
SUPPLY CHAIN ADMIN		161,775.98
TECHNOLOGY DEPLOYMENT	326,861.77	
TECHNOLOGY DEVELOPMENT		31,237.84
TECHNOLOGY SUPPORT	567,448.40	
TECHNOLOGY SUPPORT FACILITY	284,603.96	
TELECOMMUNICATIONS		257,649.57
TRAINING	485,898.48	
TRANSIT COMMUNICATION CENTER	411,902.61	
TRANSIT ORIENTED DEVELOPMENT		154,744.51
VEHICLE DISPOSAL	7,336.37	
VP OPERATIONS AND CAPITAL		281,382.32
WAREHOUSING	1,381,380.90	
WORKFORCE SYSTEMS	335,183.27	
973 (grant)		(44,218.95)
9075 (grant)		(30,705.90)
100-15 (grant)		1,056.49
Grand Total	17,100,656.00	18,385,331.92

Notes: Highlighted categories are bus operational support costs. Base year is defined as the year of the most current NTD data.

Exhibit C
Methodology for Calculating Annual Service Mileage Cost

General Information

Urbanized Area Statistics - 2010 Census
Salt Lake City-West Valley City, UT
278 Square Miles
1,021,243 Population
42 Pop. Rank out of 498 UZAs
Other UZAs Served
77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Consumption
364,859,219 Annual Passenger Miles (PMT)
45,078,919 Annual Unlinked Trips (UPT)
155,437 Average Weekday Unlinked Trips
78,690 Average Saturday Unlinked Trips
29,651 Average Sunday Unlinked Trips

Database Information
NTDID: 80001
Reporter Type: Full Reporter

Service Area Statistics
737 Square Miles
1,883,504 Population

Service Supplied
38,713,261 Annual Vehicle Revenue Miles (VRM)
2,110,811 Annual Vehicle Revenue Hours (VRH)
1,086 Vehicles Operated in Maximum Service (VOMS)
1,387 Vehicles Available for Maximum Service (VAMS)

Modal Characteristics

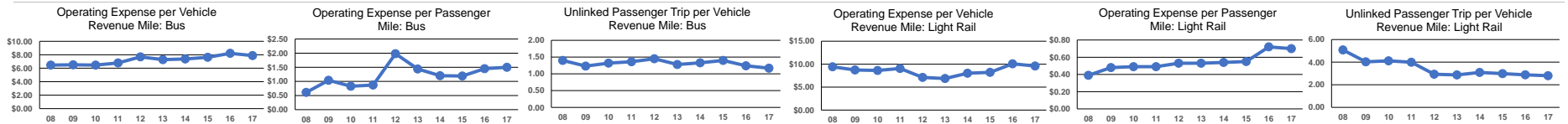
Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds					Total
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other		
Commuter Bus	43	-	\$0	\$84,027	\$31,594	\$120,165	\$235,786	
Commuter Rail	45	-	\$475,980	\$13,278,303	\$774,663	\$632,623	\$15,161,569	
Demand Response	65	43	\$4,267,530	\$923,304	\$1,103,067	\$623,466	\$6,917,367	
Light Rail	91	-	\$7,756,217	\$6,381,160	\$737,892	\$796,418	\$15,671,687	
Bus	388	6	\$27,549,172	\$1,740,977	\$3,563,409	\$1,926,594	\$34,780,152	
Vanpool	405	-	\$1,365,433	\$162,618	\$5,244	\$26,622	\$1,559,917	
Total	1,037	49	\$41,414,332	\$22,570,389	\$6,215,869	\$4,125,888	\$74,326,478	

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years ^a
Commuter Bus	\$7,749,445	\$501,682	\$235,786	12,565,005	553,595	1,017,334	41,678	0.0	63	43	31.8%	12.1
Commuter Rail	\$34,438,729	\$7,212,605	\$15,161,569	122,257,990	4,854,099	5,349,524	154,744	174.5	69	45	34.8%	15.9
Demand Response	\$17,851,347	\$591,545	\$6,917,367	4,230,640	386,977	2,727,127	162,198	0.0	142	108	23.9%	3.6
Light Rail	\$64,680,283	\$17,968,710	\$15,671,687	92,586,564	18,823,578	6,732,768	358,645	93.9	114	91	20.2%	10.4
Bus	\$129,545,459	\$21,155,730	\$34,780,152	86,462,342	19,196,260	16,437,069	1,216,770	2.1	511	394	22.9%	8.0
Vanpool	\$3,469,358	\$4,728,930	\$1,559,917	46,756,678	1,264,410	6,449,439	176,776	0.0	488	405	17.0%	5.4
Total	\$257,734,621	\$52,159,202	\$74,326,478	364,859,219	45,078,919	38,713,261	2,110,811	270.5	1,387	1,086	21.7%	

Performance Measures

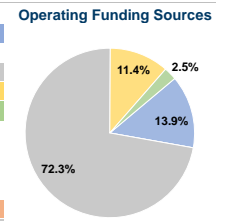
Mode	Service Efficiency		Mode	Service Effectiveness			
	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour		Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	\$7.62	\$185.94	Commuter Bus	\$0.62	\$14.00	0.5	13.3
Commuter Rail	\$6.44	\$222.55	Commuter Rail	\$0.28	\$7.09	0.9	31.4
Demand Response	\$6.55	\$110.06	Demand Response	\$4.22	\$46.13	0.1	2.4
Light Rail	\$9.61	\$180.35	Light Rail	\$0.70	\$3.44	2.8	52.5
Bus	\$7.88	\$106.47	Bus	\$1.50	\$6.75	1.2	15.8
Vanpool	\$0.54	\$19.63	Vanpool	\$0.07	\$2.74	0.2	7.2
Total	\$6.66	\$122.10	Total	\$0.71	\$5.72	1.2	21.4



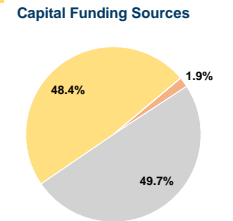
Notes:
^aDemand Response - Taxi (DT) and non-dedicated fleets do not report fleet age data.

Financial Information

Sources of Operating Funds Expended
Fare Revenues \$52,159,202 13.9%
Local Funds \$0 0.0%
State Funds \$270,847,394 72.3%
Federal Assistance \$42,532,677 11.4%
Other Funds \$9,195,344 2.5%
Total Operating Funds Expended \$374,734,617 100.0%



Sources of Capital Funds Expended
Fare Revenues \$0 0.0%
Local Funds \$2,850,116 1.9%
State Funds \$75,710,373 49.7%
Federal Assistance \$73,741,341 48.4%
Other Funds \$0 0.0%
Total Capital Funds Expended \$152,301,830 100.0%



Summary of Operating Expenses (OE)
Salary, Wages, Benefits \$188,208,688 73.0%
Materials and Supplies \$31,966,376 12.4%
Purchased Transportation \$4,165,973 1.6%
Other Operating Expenses \$33,393,584 13.0%
Total Operating Expenses \$257,734,621 100.0%
Reconciling OE Cash Expenditures \$116,999,996
Purchased Transportation (Reported Separately) \$0

EXAMPLE AGENCY PROFILE

Source: https://www.transit.dot.gov/ntd/transit-agency-profiles

**Utah Transit Authority
Operating Cost per Mile by Mode**

Sources:

20__ Federal Transit Administration's National Transit Database (NTD), *Agency Profile*, <https://www.transit.dot.gov/ntd/transit-agency-profiles>

20__ Utah Transit Authority Comprehensive Annual Financial Report (CAFR), <http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents>

20__

	<u>2017 NTD</u>	<u>Less Fuel Costs</u>	<u>Add Capital</u>				<u>Annual Vehicle</u>	<u>Cost Per Vehicle</u>	
	<u>Operating</u>	<u>(Diesel, CNG</u>	<u>Maintenance</u>	<u>Debt Service</u>	<u>Depreciation</u>	<u>Total Costs</u>	<u>Revenue Miles</u>	<u>Revenue Mile</u>	
	<u>Expenses by</u>	<u>and Gasoline)</u>						<u>Without Fuel</u>	
	<u>Mode</u>							<u>excluding Vehicle</u>	
								<u>Depreciation</u>	
Bus Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Bus Service
Commuter Bus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Commuter Bus
Commuter Rail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Commuter Rail
Light Rail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Light Rail
Paratransit Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Paratransit Service
Other Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	Other Service
NTD Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	
Fuel Costs						\$ -			
NTD Plus Fuel						\$ -			
CAFR plus \$0.00 (Capital Maintenance)						\$ -			
Difference						\$ -			

SPONSORED SERVICE PARATRANSIT COST - Salt Lake City Transit Master Plan

-	Commuter Bus Vehicle Revenue Hours (Most recent NTD)
-	Light Rail Vehicle Revenue Hours (Most recent NTD)
-	Bus Vehicle Revenue Hours (Most recent NTD)
-	Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT
-	Total Demand Response Vehicle Revenue Hours (Most recent NTD)
#DIV/0!	Demand Response Percentage of Total Vehicle Revenue Hours

SPONSORED SERVICE COST CALCULATOR - SLC TMP Implementation

VARIABLE VALUES

	Most recent NTD Cost per Revenue Mile, Bus Service (1)
	Annual escalator rate (2)
	Number of Years since NTD report
	Administrative Discount (3)
	Sponsored Revenue Miles: 200 South, 900 South and 2100 South
	Sponsored Paratransit Service rate (3)
	Fuel Cost per Gallon (Service Year Budgeted Cost)
	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)
	Sponsored Vehicle Lease Costs
	Sponsored Vehicles

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.

(3) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

SPONSORED SERVICE COST

\$	-	Most recent NTD Cost Per Mile - Bus Service
\$	-	NDT rate Adjusted to Service Year Costs
\$	-	Discounted NTD Adjusted to Service Year Costs
	0	Sponsored Revenue Miles
\$	-	Total Mileage Cost, Without Fuel, Annual
\$	-	Add Paratransit Service
\$	-	Total Annual Operating Costs without fuel
\$	-	Fuel Cost per Gallon
	0.0	Bus Miles per Gallon
	0	Sponsored Revenue Miles
	#DIV/0!	Total Fuel Cost
\$	-	Per Vehicle Principal + 4% Interest Rate, Annual
	0	Vehicles needed for sponsored service
\$	-	Total Annual Vehicle Cost for Sponsored Service
	#DIV/0!	TOTAL

Exhibit D

Form of Annual Administrative Cost Report

Cost Category	2015				2016				2017			
	Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)	
	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration
ACCOUNTING		577,081.27		1,164,328.01		666,909.32		1,314,805.28		737,110.99		1,419,810.26
APPLICATION DEVELOPMENT		1,030,426.48		2,079,004.26		1,183,030.39		2,332,332.99		1,246,608.34		2,401,195.12
ASSET MANAGEMENT									11,264.45		821,605.00	
BOARD COORDINATION		82,699.67		166,856.12		86,773.69		171,073.50		153,595.51		295,852.98
CHIEF COMMUNICATIONS OFFICER		186,786.52		376,863.35		201,183.01		396,630.37		396,216.78		763,185.82
CHIEF FINANCIAL OFFICER		233,436.31		470,984.68		237,494.53		468,218.17		279,921.65		535,763.18
CHIEF PEOPLE OFFICER		182,461.62		368,137.37		103,309.10		203,672.90		160,487.28		309,127.79
CHIEF TECHNOLOGY OFFICER		141,536.56		285,566.33		138,519.79		273,090.42		399,622.16		767,399.37
CIVIL RIGHTS		147,136.38		296,864.62		153,964.53		303,539.59		204,762.33		394,409.60
CORPORATE & BOARD SUPPORT		669,348.50		1,350,487.79		477,947.25		941,968.39		528,649.95		1,018,276.26
CUSTOMER SERVICE	1,071,519.44		2,161,914.06		1,169,413.90		2,305,488.22		1,395,613.69		2,688,206.62	
DATA QUALITY & RIDERSHIP										147,378.30		413,730.76
FACILITIES	6,064,326.54		12,235,478.22		6,698,321.39		13,205,675.97		6,854,609.52		13,203,228.63	
FARE STRATEGY & OPERATIONS	357,889.94		722,084.24		390,610.36		770,084.56		417,903.87		804,959.10	
FED FUNDS										8.31		
FINANCIAL SERVICES		363,784.58		733,977.34		391,850.85		772,530.17		416,364.11		801,993.25
GENERAL COUNSEL		1,180,592.01		2,381,980.54		1,271,454.65		2,506,660.57		1,396,792.90		2,690,477.98
GENERAL MANAGER		1,397,450.51		2,819,517.58		1,087,954.38		2,144,891.56		793,591.89		1,528,602.77
HUMAN SERVICES		1,049,176.56		2,116,834.72		1,149,286.11		2,265,806.48		1,288,482.41		2,481,852.22
INTERNAL AUDIT		152,678.46		308,046.40		187,564.37		369,781.35		206,113.25		397,011.73
MAJOR PROGRAM DEVELOPMENT		1,173,627.69		2,367,929.22		1,598,408.03		3,151,246.00		1,495,761.70		1,942,151.31
MATERIALS	174,665.82		352,408.44		178,748.97		352,401.86		204,000.39		392,941.97	
NETWORK SUPPORT		1,546,281.00		3,119,800.26		1,676,987.06		3,306,163.81		1,892,080.72		3,644,492.70
ORGANIZATIONAL EFFECTIVENESS		467,582.39		943,401.39		500,311.15		986,358.60		817,445.48		2,185,345.52
PLANNING & PROGRAMMING		746,397.16		1,505,942.36		649,436.68		1,280,358.14		887,711.67		1,709,894.65
PRODUCT DEVELOPMENT & SALES				637,281.36				628,336.07		295,611.85		569,402.37
PUBLIC RELATIONS & MARKETING		1,419,355.89		2,863,714.20		1,204,454.31		2,374,570.05		1,433,703.71		2,761,574.94
PURCHASING & CONTRACTS		500,184.57		1,009,180.05		528,276.42		1,041,491.87		583,080.28		1,123,119.00
RADIO CONTROL	833,131.42		1,274,034.71		911,887.54		1,363,883.37					
QUALITY ASSURANCE										64,370.02		197,775.48
QUALITY ASSURANCE & STATS										47,640.82		91,764.92
REAL ESTATE		294,302.97		593,790.18		643,445.15		1,268,545.90		479,169.27		922,967.45
RIDESHARE/VANPOOL				188,001.73				2,796,086.27		9,541.73		2,982,175.05
RISK MANAGEMENT		1,334,281.29		2,692,066.40		1,782,278.96		3,513,745.76		641,489.42		1,262,704.53
RIVERSIDE PARATRANSIT OPERATIONS				12,617,157.02				13,280,748.59		96,116.71		13,993,787.71
SAFETY	724,357.15		1,461,474.09		970,522.13		1,913,375.02		1,092,196.86		2,103,770.43	
SALT LAKE INTERMODAL EXPENSES				81,151.28				81,214.43		828.28		98,086.37
SECURITY	3,070,181.92		6,194,446.11		3,146,372.21		6,203,042.45		3,646,238.62		7,018,159.59	
STRATEGIC THINK TANK		149,609.50		301,854.42		164,105.49		323,532.38		150,365.08		289,630.58
SUPPLY CHAIN ADMIN		115,212.20		232,453.90		131,738.04		259,720.27		161,775.98		311,610.06
TECHNOLOGY DEPLOYMENT	148,216.61		299,044.10		194,037.77		382,543.60		326,861.77		629,595.41	
TECHNOLOGY DEVELOPMENT		888,909.92		1,793,478.28		1,052,346.88		2,074,691.71		31,237.84		59,619.78
TECHNOLOGY SUPPORT	220,720.32		445,328.70		265,264.18		522,965.78		567,448.40		2,101,819.07	
TECHNOLOGY SUPPORT FACILITY	425,164.45		857,818.32				974,013.82		284,603.96		999,665.93	
TELECOMMUNICATIONS		481,086.36		970,647.22				1,067,755.90		257,649.57		1,221,818.55
TRANSIT COMMUNICATION CENTER									411,902.61		1,463,666.14	
TRANSIT ORIENTED DEVELOPMENT		435,877.06		879,432.24		142,805.75		281,540.15		154,744.51		311,306.05
TRAINING	663,882.11		1,339,458.73				1,986,983.77		485,898.48		1,812,748.77	
VEHICLE DISPOSAL										7,336.37		14,131.00
VP OPERATIONS AND CAPITAL										281,382.32		545,579.00
WAREHOUSING	507,666.93		1,024,276.58		1,019,706.04		2,010,340.62		1,381,380.90		2,660,791.67	
WORKFORCE SYSTEMS	466,000.16		940,209.06		702,725.91		1,385,417.35		335,183.27		675,667.63	
973 (grant)										(44,218.95)		
9075 (grant)										(30,705.90)		
100-15 (grant)										1,056.49		
Grand Total	14,727,722.82	16,947,303.42	29,307,975.36	47,716,730.62	15,647,610.41	17,411,835.87	33,376,216.39	52,181,107.64	17,415,106.79	18,070,881.13	37,376,825.96	52,457,626.11

Notes: Highlighted categories are bus operational support costs. Fare Ops to be excluded when fares generated are retained by UTA. Base year is defined as the year of the most current NTD data.

Cost Category	2018				2019				2020			
	Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)	
	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration
ACCOUNTING												
APPLICATION DEVELOPMENT												
ASSET MANAGEMENT												
BOARD COORDINATION												
CHIEF COMMUNICATIONS OFFICER												
CHIEF FINANCIAL OFFICER												
CHIEF PEOPLE OFFICER												
CHIEF TECHNOLOGY OFFICER												
CIVIL RIGHTS												
CORPORATE & BOARD SUPPORT												
CUSTOMER SERVICE												
DATA QUALITY & RIDERSHIP												
FACILITIES												
FARE STRATEGY & OPERATIONS												
FED FUNDS												
FINANCIAL SERVICES												
GENERAL COUNSEL												
GENERAL MANAGER												
HUMAN SERVICES												
INTERNAL AUDIT												
MAJOR PROGRAM DEVELOPMENT												
MATERIALS												
NETWORK SUPPORT												
ORGANIZATIONAL EFFECTIVENESS												
PLANNING & PROGRAMMING												
PRODUCT DEVELOPMENT & SALES												
PUBLIC RELATIONS & MARKETING												
PURCHASING & CONTRACTS												
RADIO CONTROL												
QUALITY ASSURANCE												
QUALITY ASSURANCE & STATS												
REAL ESTATE												
RIDESHARE/VANPOOL												
RISK MANAGEMENT												
RIVERSIDE PARATRANSIT OPERATIONS												
SAFETY												
SALT LAKE INTERMODAL EXPENSES												
SECURITY												
STRATEGIC THINK TANK												
SUPPLY CHAIN ADMIN												
TECHNOLOGY DEPLOYMENT												
TECHNOLOGY DEVELOPMENT												
TECHNOLOGY SUPPORT												
TECHNOLOGY SUPPORT FACILITY												
TELECOMMUNICATIONS												
TRANSIT COMMUNICATION CENTER												
TRANSIT ORIENTED DEVELOPMENT												
TRAINING												
VEHICLE DISPOSAL												
VP OPERATIONS AND CAPITAL												
WAREHOUSING												
WORKFORCE SYSTEMS												
973 (grant)												
9075 (grant)												
100-15 (grant)												
Grand Total												

Notes: Highlighted categories are bus operati

ion Cost Centers	2021				2022				2023			
	Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)	
	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration
ACCOUNTING												
APPLICATION DEVELOPMENT												
ASSET MANAGEMENT												
BOARD COORDINATION												
CHIEF COMMUNICATIONS OFFICER												
CHIEF FINANCIAL OFFICER												
CHIEF PEOPLE OFFICER												
CHIEF TECHNOLOGY OFFICER												
CIVIL RIGHTS												
CORPORATE & BOARD SUPPORT												
CUSTOMER SERVICE												
DATA QUALITY & RIDERSHIP												
FACILITIES												
FARE STRATEGY & OPERATIONS												
FED FUNDS												
FINANCIAL SERVICES												
GENERAL COUNSEL												
GENERAL MANAGER												
HUMAN SERVICES												
INTERNAL AUDIT												
MAJOR PROGRAM DEVELOPMENT												
MATERIALS												
NETWORK SUPPORT												
ORGANIZATIONAL EFFECTIVENESS												
PLANNING & PROGRAMMING												
PRODUCT DEVELOPMENT & SALES												
PUBLIC RELATIONS & MARKETING												
PURCHASING & CONTRACTS												
RADIO CONTROL												
QUALITY ASSURANCE												
QUALITY ASSURANCE & STATS												
REAL ESTATE												
RIDESHARE/VANPOOL												
RISK MANAGEMENT												
RIVERSIDE PARATRANSIT OPERATIONS												
SAFETY												
SALT LAKE INTERMODAL EXPENSES												
SECURITY												
STRATEGIC THINK TANK												
SUPPLY CHAIN ADMIN												
TECHNOLOGY DEPLOYMENT												
TECHNOLOGY DEVELOPMENT												
TECHNOLOGY SUPPORT												
TECHNOLOGY SUPPORT FACILITY												
TELECOMMUNICATIONS												
TRANSIT COMMUNICATION CENTER												
TRANSIT ORIENTED DEVELOPMENT												
TRAINING												
VEHICLE DISPOSAL												
VP OPERATIONS AND CAPITAL												
WAREHOUSING												
WORKFORCE SYSTEMS												
973 (grant)												
9075 (grant)												
100-15 (grant)												
Grand Total												

Notes: Highlighted categories are bus operati

Cost Category	2024				2025				2026			
	Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)		Motor Bus (less FLEX)		All Modes (including Flex)	
	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration	Ops Support	Administration
ACCOUNTING												
APPLICATION DEVELOPMENT												
ASSET MANAGEMENT												
BOARD COORDINATION												
CHIEF COMMUNICATIONS OFFICER												
CHIEF FINANCIAL OFFICER												
CHIEF PEOPLE OFFICER												
CHIEF TECHNOLOGY OFFICER												
CIVIL RIGHTS												
CORPORATE & BOARD SUPPORT												
CUSTOMER SERVICE												
DATA QUALITY & RIDERSHIP												
FACILITIES												
FARE STRATEGY & OPERATIONS												
FED FUNDS												
FINANCIAL SERVICES												
GENERAL COUNSEL												
GENERAL MANAGER												
HUMAN SERVICES												
INTERNAL AUDIT												
MAJOR PROGRAM DEVELOPMENT												
MATERIALS												
NETWORK SUPPORT												
ORGANIZATIONAL EFFECTIVENESS												
PLANNING & PROGRAMMING												
PRODUCT DEVELOPMENT & SALES												
PUBLIC RELATIONS & MARKETING												
PURCHASING & CONTRACTS												
RADIO CONTROL												
QUALITY ASSURANCE												
QUALITY ASSURANCE & STATS												
REAL ESTATE												
RIDESHARE/VANPOOL												
RISK MANAGEMENT												
RIVERSIDE PARATRANSIT OPERATIONS												
SAFETY												
SALT LAKE INTERMODAL EXPENSES												
SECURITY												
STRATEGIC THINK TANK												
SUPPLY CHAIN ADMIN												
TECHNOLOGY DEPLOYMENT												
TECHNOLOGY DEVELOPMENT												
TECHNOLOGY SUPPORT												
TECHNOLOGY SUPPORT FACILITY												
TELECOMMUNICATIONS												
TRANSIT COMMUNICATION CENTER												
TRANSIT ORIENTED DEVELOPMENT												
TRAINING												
VEHICLE DISPOSAL												
VP OPERATIONS AND CAPITAL												
WAREHOUSING												
WORKFORCE SYSTEMS												
973 (grant)												
9075 (grant)												
100-15 (grant)												
Grand Total												

Notes: Highlighted categories are bus operati

ATTACHMENT B

**ADDENDUM NO. 1
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(Mobilization Funding)**

This Addendum No. 1 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of February, 2019, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”) is made and entered into as of the date the Addendum is stamped by the Salt Lake City Recorder’s Office (“Effective Date”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the ____ day of February, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan public transportation improvements to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. As contemplated in Section 3 of the ILA, the City, in cooperation with UTA, has identified and funded three corridors for City-sponsored frequent transit network routes (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2019 change day until the next succeeding August change day. The corridors are depicted in Attachment A to this Addendum. The service characteristics of the FTN Routes, the additional vehicles necessary to support the FTN Routes, and the Annual Service Mile Charge (as such term is defined in the ILA) applicable to the FTN Routes shall all be memorialized pursuant to an additional addendum to be subsequently executed by the parties.

2. The term of this Agreement is from the Effective Date until August 10, 2019 (“Term”).

3. Pursuant to Section 6 of the ILA, UTA has identified a mobilization charge reflecting the costs to be incurred by UTA to prepare for the sponsored FTN Routes (the “Mobilization Funding”). The Mobilization Funding shall be utilized solely for implementation of the FTN Routes according to the itemized description in Attachment B to this Addendum.

4. UTA shall submit detailed invoices for the Mobilization Funding in accordance with the milestone payment schedule included as Attachment B. To the extent that the hiring of additional headcount contemplated in Attachment B does not match the proposed schedule identified in Attachment B, then UTA shall adjust the invoices for milestone payments to reflect actual hiring of additional headcount during the Term; provided, however, that any adjustment of amounts invoiced shall not exceed \$2,456,488 during the Term of this Agreement. The City shall pay all approved invoices within thirty (30) days of receipt. If the City does not approve an invoice,

a written explanation of disputed items will be sent within ten (10) business days of the City's receipt of the invoice.

5. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

6. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

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IN WITNESS WHEREOF, the Parties have entered into this Addendum effective the date first set forth herein.

[Signature pages to Addendum No. 1 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____

Its _____

By _____

Its _____

Approved as to Form

UTA Legal Counsel

[Signature pages to Addendum No. 1 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder




[Attach Salt Lake City Council Resolution Approving Addendum]

ATTACHMENT A
Description of FTN Routes
For This Addendum No. 1

ATTACHMENT B
Funding for Mobilization
For This Addendum No. 1

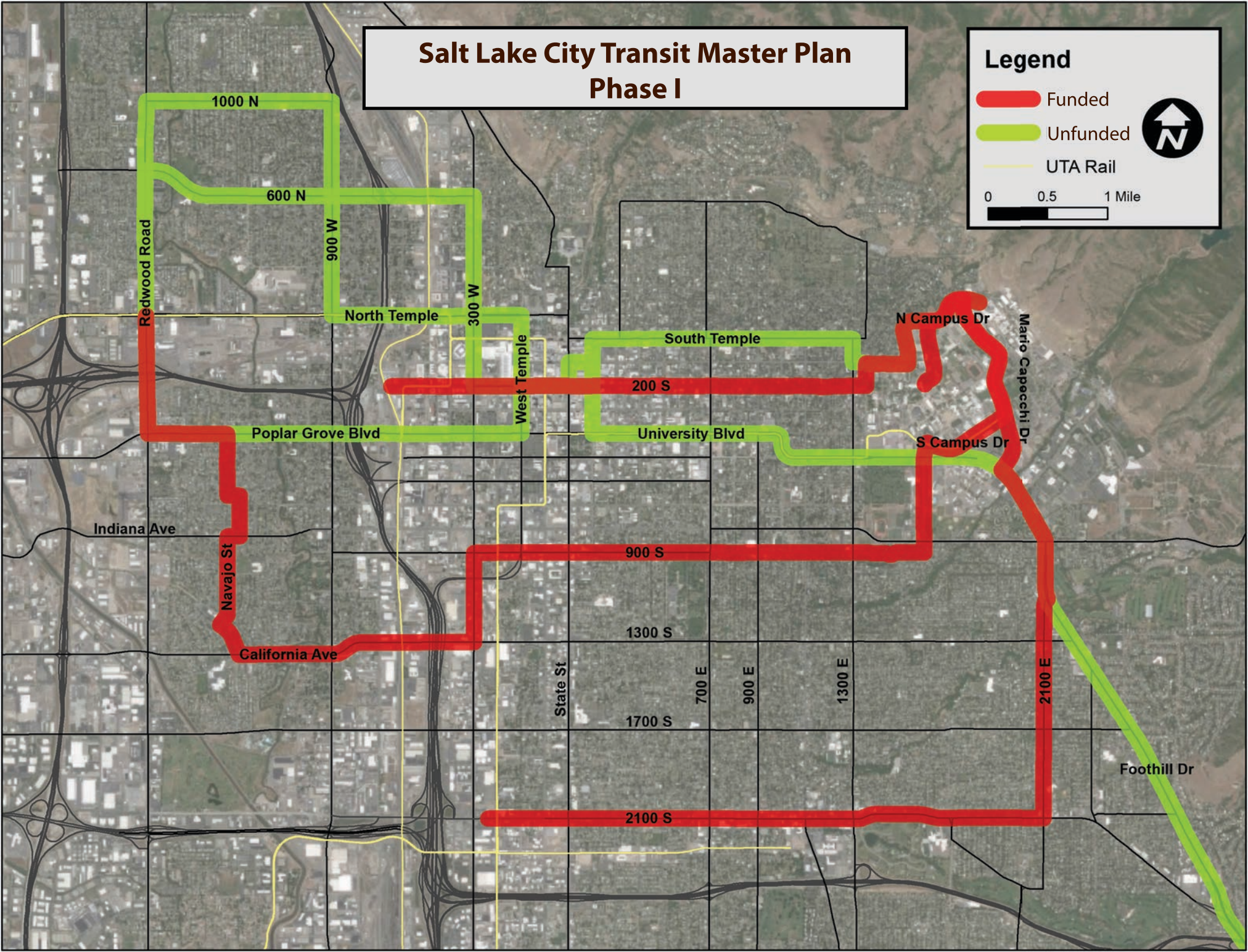
Salt Lake City Transit Master Plan Phase I

Legend

-  Funded
-  Unfunded
-  UTA Rail



0 0.5 1 Mile



2019-2020 SPONSORED SERVICE MOBILIZATION SCHEDULE - Salt Lake City Transit Master Plan

	Feb	Mar	Apr	May	June	Jul	Start-Up Sub-Total	Start-Up Admin	Start-Up TOTAL
4 Mechanics	\$ 24,584	\$ 24,584	\$ 24,584	\$ 24,584	\$ 24,584	\$ 24,584	\$ 147,504	\$ -	\$ 147,504
2 Fixed Supervisors	\$ 13,832	\$ 13,832	\$ 13,832	\$ 13,832	\$ 13,832	\$ 13,832	\$ 82,992	\$ -	\$ 82,992
Operator Recruitment	\$ 30,000	\$ 30,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 64,000	\$ -	\$ 64,000
TCC Dispatch 2 FTE		\$ 10,468	\$ 10,468	\$ 10,468	\$ 10,468	\$ 10,468	\$ 52,340	\$ -	\$ 52,340
Operator Training		\$ 83,333	\$ 83,333	\$ 83,333	\$ 83,333	\$ 83,333	\$ 416,665	\$ -	\$ 416,665
Operator Service				\$ 252,720	\$ 252,720	\$ 252,720	\$ 758,160	\$ -	\$ 758,160
2 Para Supervisors					\$ 13,832	\$ 13,832	\$ 27,664	\$ -	\$ 27,664
Fuel/Parts/Maint							\$ -	\$ -	\$ -
Vehicle Procurement					\$ 44,167	\$ 44,167	\$ 88,333	\$ -	\$ 88,333
Administration	\$ 17,104	\$ 40,554	\$ 33,304	\$ 96,484	\$ 110,984	\$ 110,984		\$ 409,415	\$ 409,415
Total 2019	\$ 85,520	\$ 202,771	\$ 166,521	\$ 482,421	\$ 554,920	\$ 554,920	\$ 1,637,658	\$ 409,415	\$ 2,047,073

Mobilization Milestone Payments

February 1, 2019	\$ 85,520
March 1, 2019	\$ 202,771
April 1, 2019	\$ 166,521
May 1, 2019	\$ 482,421
June 1, 2019	\$ 554,920
July 1, 2019	\$ 554,920
Total	\$ 2,047,073

ADDENDUM NO. __
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(2019-20 FTN Routes)

This Addendum No. __ (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ___ day of July, 2019, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the __ day of February, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

B. Pursuant to the terms of the ILA, the Parties desire to specifically identify certain components of the Salt Lake City Transit Master Plan to be governed by this Addendum.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes for the 2019-20 (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2019 change day until the next succeeding August change day.

2. The description of those 2019-20 FTN Routes is set forth in Attachment 1.

3. The description of the 2019-20 Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored 2019-20 FTN Routes is set forth in in Attachment 3.

5. The final routing and implementation of the FTN Routes shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the City.

6. Invoicing for implementation of the FTN Routes will be according to Section 7 of the ILA.

7. This Addendum may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

8. This Addendum is limited to the terms expressly provided herein and except as set forth herein, the ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the ILA, the terms of this Addendum shall prevail and control.

9. Any capitalized terms that are not specifically defined in this Addendum shall have

the meanings set forth in the ILA.

10. This Addendum will become effective upon Salt Lake City Council's adoption of a resolution authorizing the Mayor or her designee to enter into this Addendum; and appropriation of funding to meet the City's financial obligations under this Addendum (the "Effective Date").

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the Effective Date.

[Signature pages to Addendum No. ___ to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

[Signature pages to Addendum No. __ to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

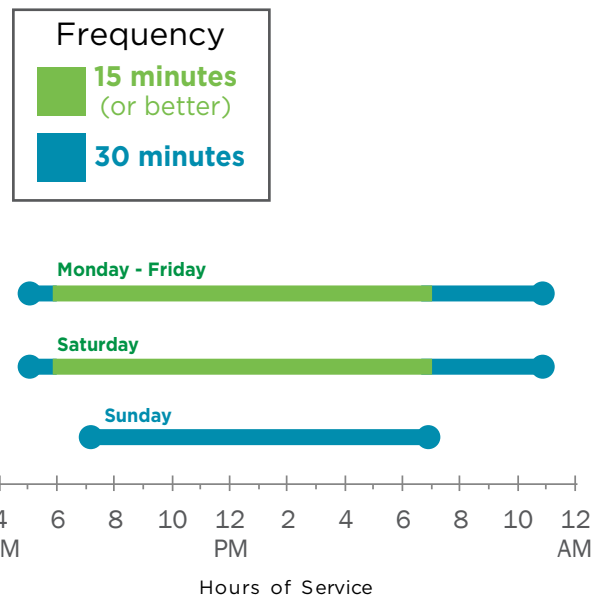
ATTACHMENT A
Description of the 2019-20 FTN Routes
For This Addendum No. __

SALT LAKE CITY'S

Frequent Transit Network

The Transit Master Plan provides a vision for an expanded Frequent Transit Network (FTN); it is a long-term, 20-year vision that identifies the corridors where high-frequency service should be provided in Salt Lake City. Building off the existing grid network, the FTN is a set of designated transit corridors that offers frequent and reliable service connecting major destinations and neighborhood centers seven days a week throughout the day and evening. The lines on the FTN map (following page) do not represent individual routes, but are corridors where frequent service would be provided by a combination of bus or rail technologies. Defining an FTN vision allows Salt Lake City to work closely with Utah Transit Authority (UTA) to set priorities for service provision now and in the future.

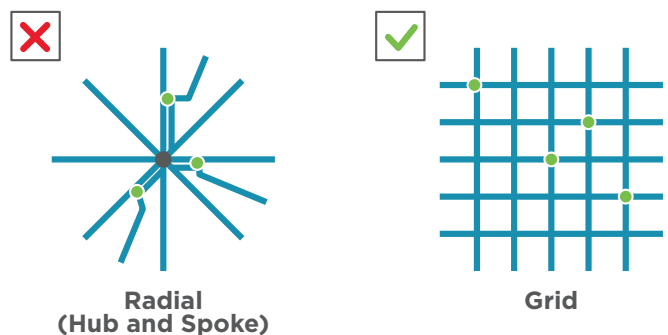
FTN Frequency and Span



Why a Grid Network?




Salt Lake City's existing, centralized hub model is effective for regional connections but is inefficient for some local trips. Currently, many of UTA's routes terminate at Central Station, which provides good connectivity to commuter rail service, but creates challenges for people who need to travel to other destinations throughout the city, necessitating multiple transfers and/or indirect trips. The FTN builds on Salt Lake City's strong street network grid.

Radial vs. Grid Network



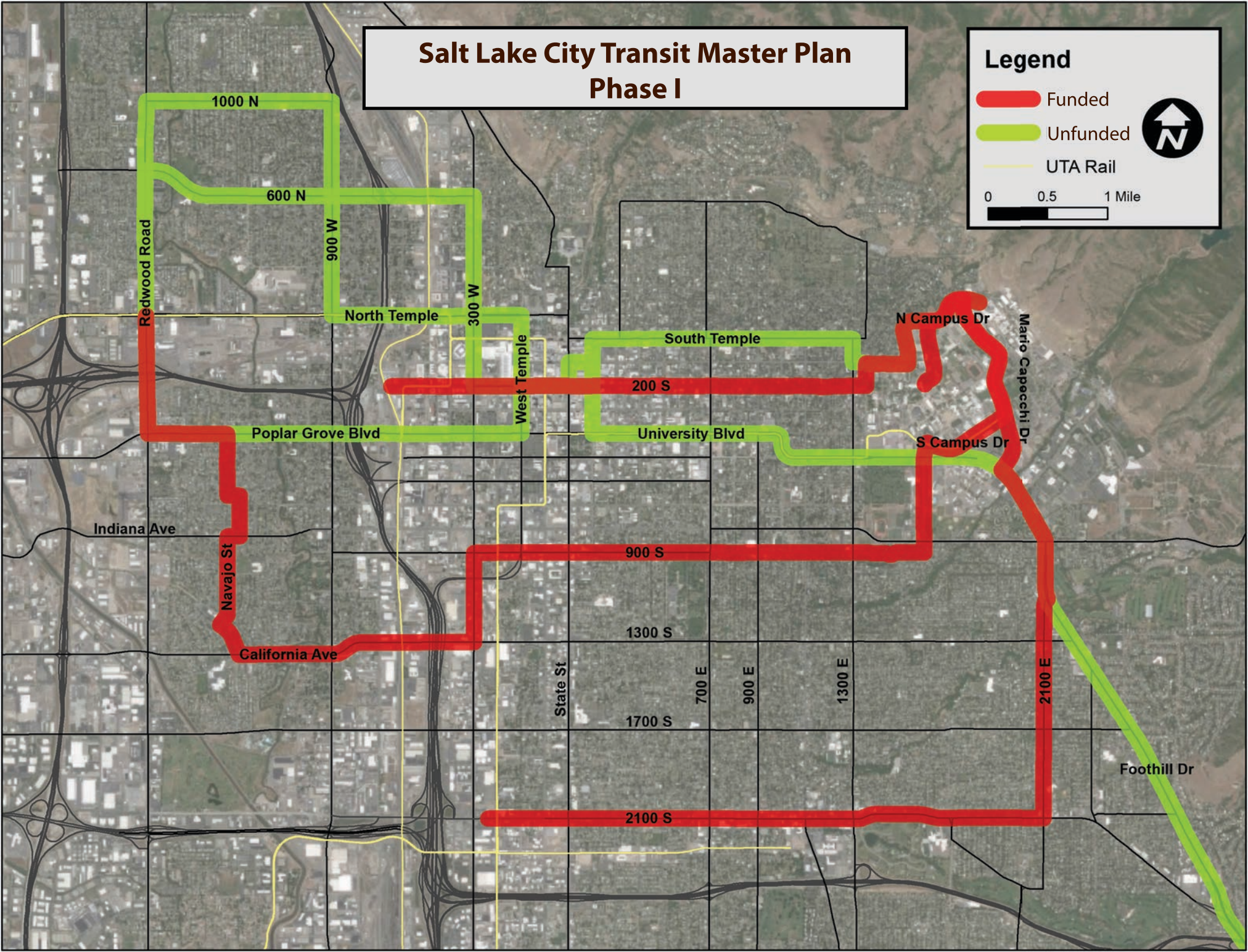
Salt Lake City Transit Master Plan Phase I

Legend

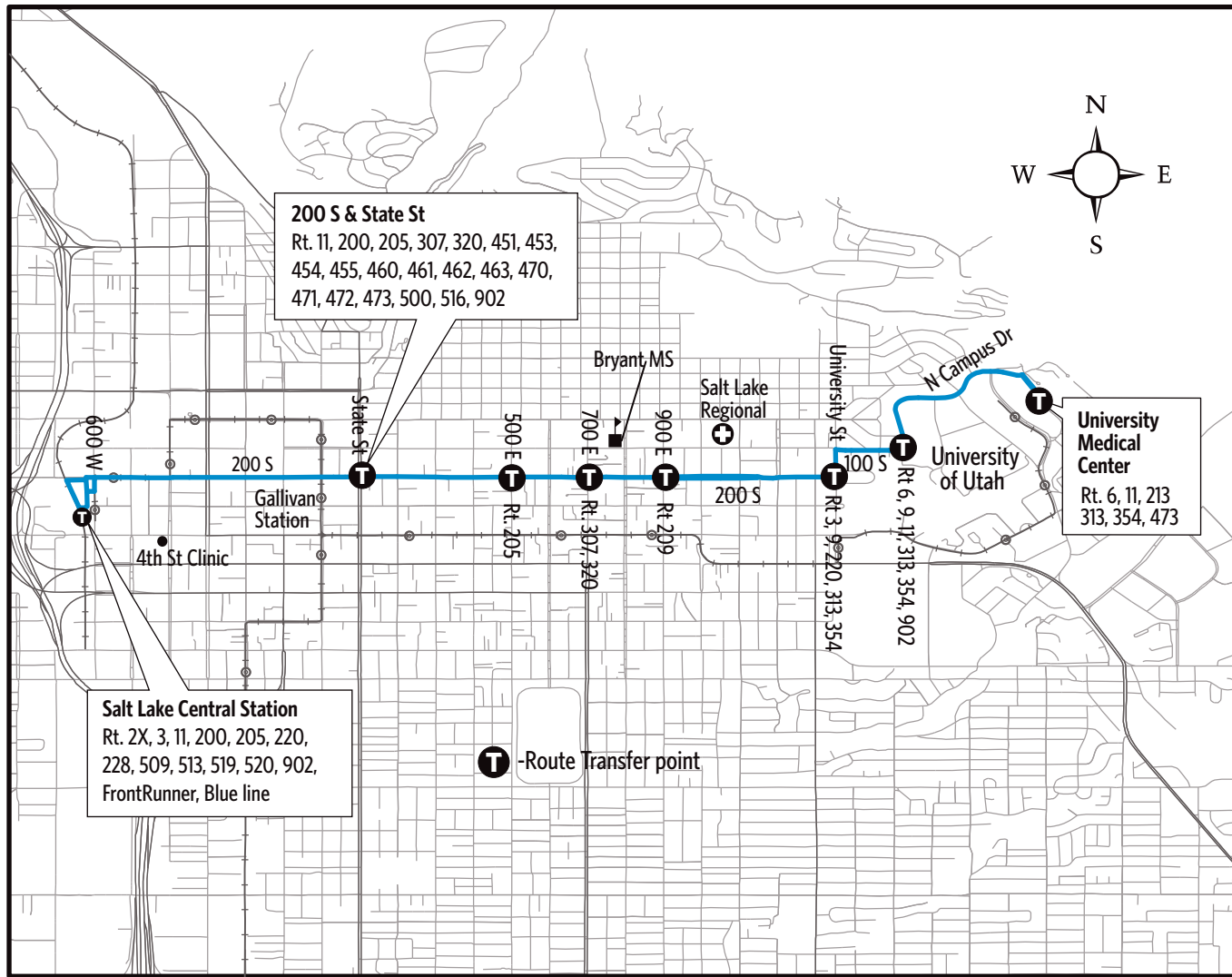
-  Funded
-  Unfunded
-  UTA Rail



0 0.5 1 Mile



ATTACHMENT B
2019-20 Baseline Services
For This Addendum No. _____



For Information Call 801-RIDE-UTA (801-743-3882)
 outside Salt Lake County 888-RIDE-UTA (888-743-3882)
www.rideuta.com

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SEE SOMETHING? SAY SOMETHING!

To contact UTA police:
 Call: 801-287-EYES (801-287-3937)
 Or Text UTATIP and your tip to 274637



INTERPRETER



801-RIDE-UTA
 call (801-743-3882)
 Toll-Free (888-743-3882)

Intérprete 口譯 thông dịch viên
 해석자 tumaç переводчик
 インタプリタ Dolmetscher 43 34

HOW TO USE THIS SCHEDULE

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- Pass By Mail Information 801-262-5626
- For Employment information please visit <http://www.rideuta.com/careers/>
- Travel Training 801-287-2275

LOST AND FOUND

Weber/South Davis: 801-626-1207 option 3
 Utah County: 801-227-8923
 Salt Lake County: 801-287-4664
 F-Route: 801-287-5355

FARES

Exact Fare is required. Fares are subject to change.

ACCESSIBLE SERVICE

Wheelchair accessible buses are available on all routes. Alternate format schedules are available upon request. Telephone communication for deaf/hearing impaired persons is available by dialing 711.

TRANSFERS

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BIKES ON BUSES

The Bikes on Buses service is available on all buses, except Paratransit.

HOLIDAYS

Please check rideuta.com for holiday service information.

200 South



Salt Lake Central Station
 Downtown Salt Lake
 U of U Campus
 U of U Medical Center



Effective
 December 2018

Route 2

WEEKDAYS

To Salt Lake Central Station

University Medical Center	U of U Presidents Circle	700 E & 200 S	200 S & State St	Salt Lake Central Station
557a	601a	604a	609a	620a
637	641	644	649	700
653	657	700	705	716
721	725	729	735	748
737	741	745	753	806
751	755	759	807	820
807	811	815	823	836
821	825	829	837	850
837	841	845	853	906
851	855	859	907	920
908	912	916	924	936
922	926	930	938	950
938	942	946	954	1006
952	956	1000	1008	1020
1008	1012	1016	1024	1036
1022	1026	1030	1038	1050
1038	1042	1046	1054	1106
1052	1056	1100	1108	1120
1108	1112	1116	1124	1136
1122	1126	1130	1138	1150
1138	1142	1146	1154	1206p
1152	1156	1200p	1208p	1220
1203p	1207p	1211	1219	1231
1217	1221	1225	1233	1245
1233	1237	1241	1249	101
1247	1251	1255	103	115
102	107	111	119	131
116	121	125	133	145
132	137	141	149	201
146	151	155	203	215
202	207	211	219	231
216	221	225	233	245
232	237	241	249	301
246	251	255	303	315
300	305	310	319	331
314	319	324	333	345
330	335	340	349	401
344	349	354	403	415
400	405	410	419	431
414	419	424	433	445
430	435	440	449	501
444	449	454	503	515
500	505	510	519	531
514	519	524	533	545
530	535	540	549	601
544	549	554	603	615
600	605	610	619	631
614	619	624	633	645
630	635	640	649	701
644	649	654	703	715
703	708	713	720	731
717	722	727	734	745
733	738	743	750	801
747	752	757	804	815
805	809	813	820	831

To University Medical Center

Salt Lake Central Station	200 S & State St	700 E & 200 S	U of U Presidents Circle	University Medical Center
510a	518a	521a	525a	532a
610	618	621	625	632
629	637	640	644	651
645	654	658	703	713
659	708	712	717	727
715	725	731	737	747
729	739	745	751	801
745	755	801	807	817
759	809	815	821	831
815	825	831	837	847
829	839	845	851	901
845	855	901	907	917
859	909	915	921	931
915	924	929	935	945
929	938	943	949	959
945	954	959	1005	1015
959	1008	1013	1019	1029
1015	1024	1029	1034	1044
1029	1038	1043	1048	1058
1045	1054	1059	1104	1114
1059	1108	1113	1118	1128
1115	1124	1129	1134	1144
1129	1138	1143	1148	1158
1145	1154	1159	1204p	1214p
1159	1208p	1213p	1218	1228
1210p	1219	1224	1229	1239
1224	1233	1238	1243	1253
1240	1249	1254	1259	109
1254	103	108	113	123
110	119	124	129	139
124	133	138	143	153
140	149	154	159	209
154	203	208	213	223
210	219	224	229	239
224	233	238	243	253
240	249	254	259	309
254	303	308	313	323
310	319	324	329	339
324	333	338	343	353
340	349	354	359	409
354	403	408	413	423
410	419	424	429	439
424	433	438	443	453
440	449	454	459	509
454	503	508	513	523
510	519	525	530	540
524	533	539	544	554
540	549	553	558	608
554	603	607	612	622
610	619	623	628	638
625	634	638	643	653
640	649	653	658	708
655	704	708	713	723
710	718	722	727	736
725	733	737	742	751

SATURDAYS

To Salt Lake Central Station

University Medical Center	U of U Presidents Circle	700 E & 200 S	200 S & State St	Salt Lake Central Station
826a	830a	834a	839a	847a
926	930	934	939	947
1026	1030	1034	1039	1047
1126	1130	1134	1139	1147
1226p	1230p	1234p	1239p	1247p
126	130	134	139	147
226	230	234	239	247
326	330	334	339	347
426	430	434	439	447
526	530	534	539	547
626	630	634	639	647
726	730	734	739	747

To University Medical Center

Salt Lake Central Station	200 S & State St	700 E & 200 S	U of U Presidents Circle	University Medical Center
757a	804a	808a	814a	821a
857	904	908	914	921
957	1004	1008	1014	1021
1057	1104	1108	1114	1121
1157	1204p	1208p	1214p	1221p
1257p	104	108	114	121
157	204	208	214	221
257	304	308	314	321
357	404	408	414	421
457	504	508	514	521
557	604	608	614	621
657	704	708	714	721

WEEKDAYS

To Central Point Station

To U of U

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www.rideuta.com

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University Medical Center	900 S & 1300 E	900 S & 500 E	900 South Station	1300 S & 300 W	Central Pointe Station
539a	553a	559a	604a	607a	614a
609	623	629	634	637	644
639	653	659	704	707	714
709	724	729	735	739	746
743	758	803	809	813	820
813	828	833	839	843	850
843	858	903	909	913	920
913	928	933	939	943	950
940	955	1000	1006	1010	1017
1010	1025	1030	1036	1040	1047
1040	1055	1100	1106	1110	1117
1110	1125	1130	1136	1140	1147
1140	1155	1200p	1206p	1210p	1217p
1210p	1225p	1230	1236	1240	1247
1240	1255	100	106	110	117
110	125	130	136	140	147
140	155	200	206	210	217
210	226	232	237	242	249
242	258	304	309	314	321
312	328	334	339	344	351
342	358	404	409	414	421
412	428	434	439	444	451
444	500	506	511	516	523
514	530	536	541	546	553
544	600	606	611	616	623
614	629	634	639	642	649
640	655	700	705	708	715

Central Pointe Station	1300 S & 300 W	900 South Station	900 S & 500 E	900 S & 1300 E	University Medical Center
621a	627a	630a	636a	643a	659a
651	657	700	706	713	729
721	727	730	736	743	759
751	757	800	806	813	829
821	827	830	836	843	859
851	857	900	906	913	929
921	927	930	936	943	959
951	957	1000	1006	1013	1029
1021	1027	1030	1036	1043	1059
1051	1057	1100	1106	1113	1129
1121	1127	1130	1136	1143	1159
1151	1157	1200p	1206p	1213p	1229p
1221p	1227p	1230	1236	1243	1259
1251	1257	100	106	113	129
121	127	130	136	143	159
151	157	200	206	213	229
221	227	230	236	243	259
251	258	301	308	315	331
321	327	331	337	342	358
351	357	401	407	412	428
421	427	431	437	442	458
451	457	501	507	512	528
521	527	531	537	542	558
551	557	601	607	612	628
621	627	631	637	642	658

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900 South



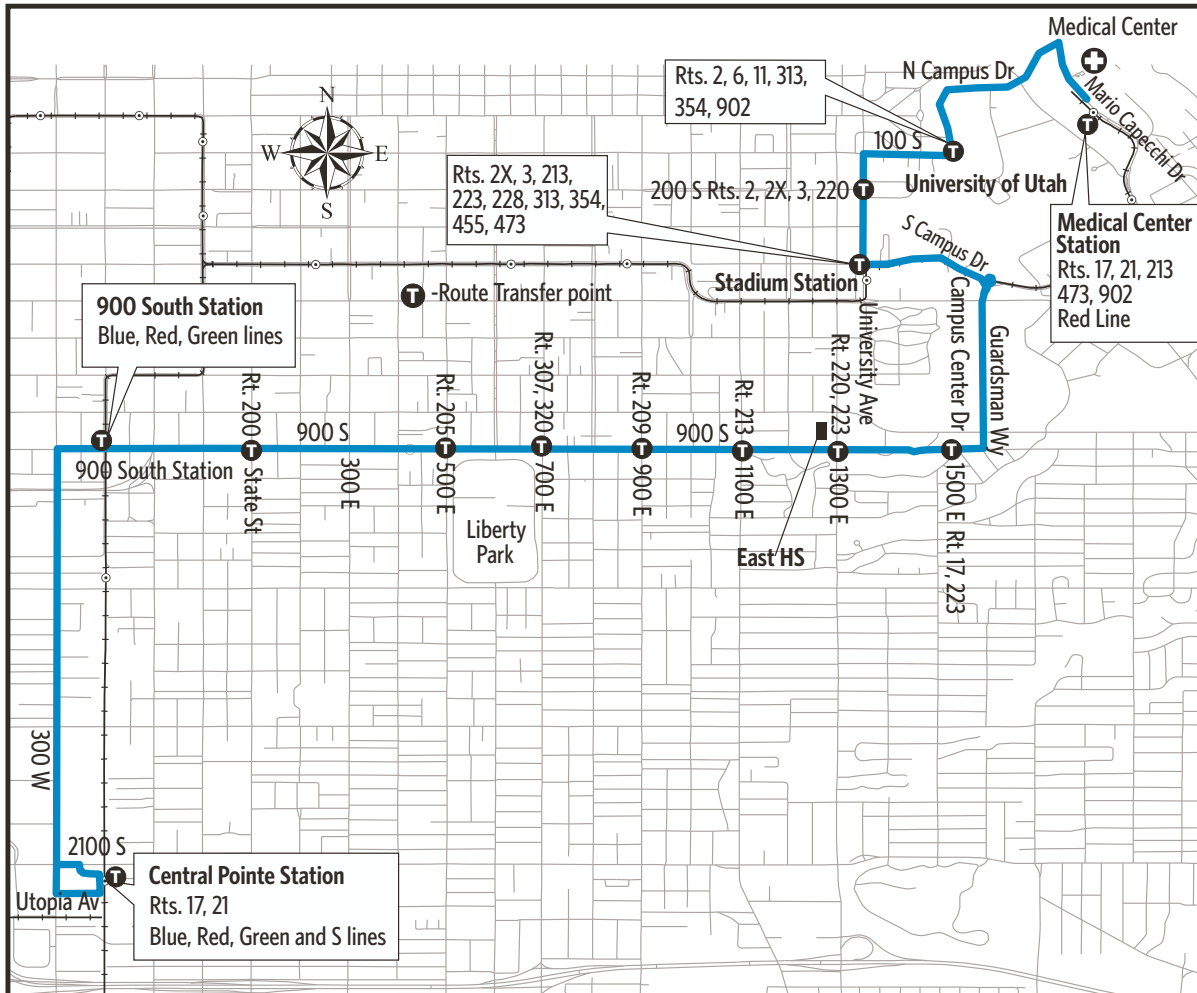
University Medical Center Station
University of Utah
East High School
Liberty Park
900 S Station
Central Pointe Station

UTA  BUS



Effective
December 2016

Route 9 900 South



Timepoints are approximate and may vary due to road and traffic conditions

SEE SOMETHING? SAY SOMETHING!

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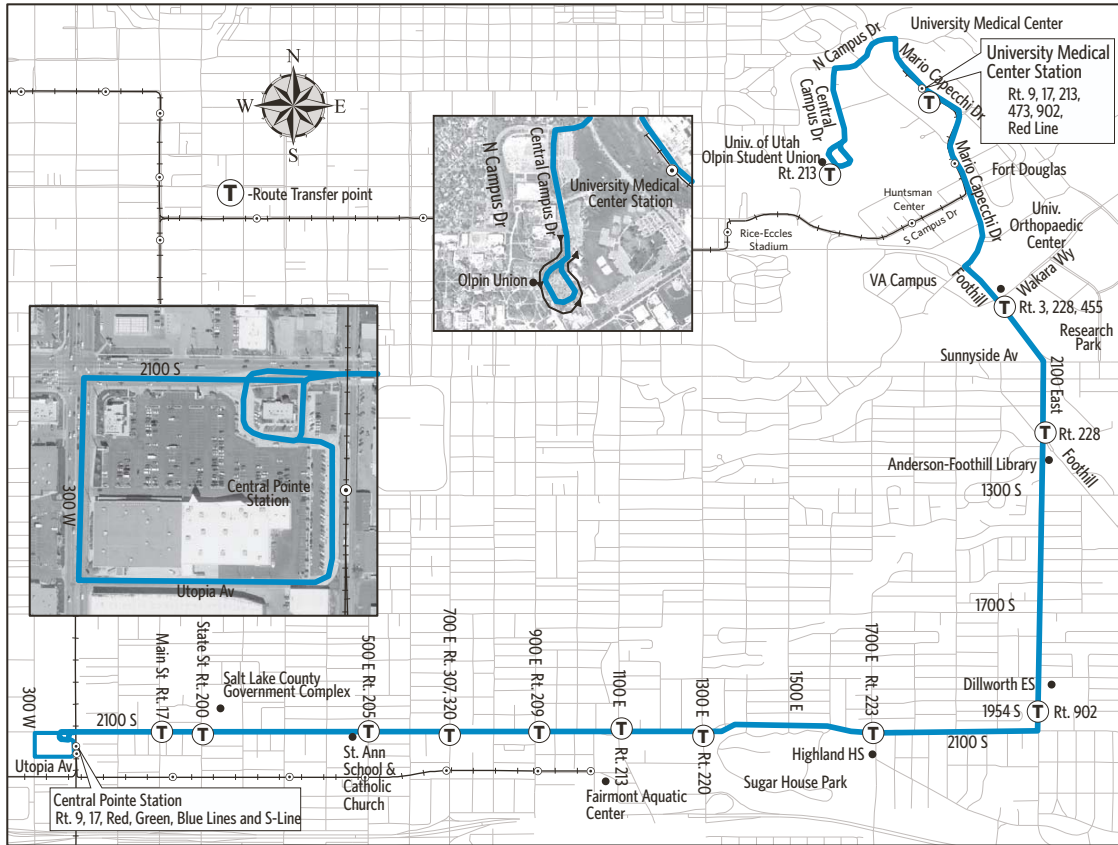


INTERPRETER



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Intérprete 口譯 thông dịch viên
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SUNDAY

To Central Pointe Station

To University of Utah

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www.rideuta.com

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University Central Campus	1954 S & 2100 E	2100 S & 1100 E	2100 S & 200 S & 500 E	2100 S & State St	Central Pointe Station
842a	857a	902a	906a	909a	915a
942	957	1002	1006	1009	1015
1042	1057	1102	1106	1109	1115
1142	1157	1202p	1206p	1209p	1215p
1242p	1257p	102	106	109	115
138	156	201	206	209	215
238	256	301	306	309	315
336	355	401	406	409	415
434	453	500	506	509	515
534	553	600	606	609	615
634	653	700	706	709	715

Central Pointe Station	2100 S & State St	2100 S & 500 E	2100 S & 1000 E	2100 S & 1700 E	University Central Campus
831a	835a	838a	843a	848a	907a
931	935	938	943	948	1007
1031	1035	1038	1043	1048	1107
1131	1135	1138	1143	1148	1207p
1231p	1235p	1238p	1243p	1248p	107
131	135	138	143	148	207
231	235	238	243	248	307
331	335	338	344	349	408
431	435	438	444	449	508
531	535	538	544	549	608
631	635	638	644	649	708

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2100 South/2100 East



Central Pointe Station
Sugar House Park
University of Utah



WEEKDAYS

To Central Pointe Station

University Central Campus	2100 S & 2100 E	2100 S & 1100 E	2100 S & 500 E	2100 S & State St	Central Pointe Station
623a	638a	643a	647a	650a	656a
638	653	658	702	705	711
653	708	713	717	720	726
708	723	728	732	735	741
723	738	743	747	750	756
738	753	758	802	805	811
753	808	813	817	820	826
808	823	828	832	835	841
823	838	843	847	850	856
838	853	858	902	905	911
853	908	913	917	920	926
908	923	928	932	935	941
923	938	943	947	950	956
938	953	958	1002	1005	1011
953	1008	1013	1017	1020	1026
1008	1023	1028	1032	1035	1041
1023	1038	1043	1047	1050	1056
1038	1053	1058	1102	1105	1111
1053	1108	1113	1117	1120	1126
1108	1123	1128	1132	1135	1141
1123	1138	1143	1147	1150	1156
1138	1153	1158	1202p	1205p	1211p
1153	1208p	1213p	1217	1220	1226
1208p	1223	1228	1232	1235	1241
1223	1238	1243	1247	1250	1256
1234	1249	1254	1258	101	107
1249	104	109	113	116	122
104	122	127	132	135	141
119	137	142	147	150	156
134	152	157	202	205	211
149	207	212	217	220	226
204	222	227	232	235	241
219	237	242	247	250	256
232	250	255	300	303	309
247	305	310	315	318	324
302	321	327	332	335	341
317	336	342	347	350	356
332	351	357	402	405	411
347	406	412	417	420	426
400	419	425	430	433	439
415	434	440	445	448	454
430	449	456	502	505	511
445	504	511	517	520	526
500	519	526	532	535	541
515	534	541	547	550	556
530	549	556	602	605	611
545	604	611	617	620	626
600	619	626	632	635	641
615	634	641	647	650	656
633	652	659	705	708	714
703	718	724	729	732	741
738	753	759	804	807	816
808	822	828	832	835	841
838	852	858	902	905	911
908	922	928	932	935	941

To University of Utah

Central Pointe Station	2100 S & State St	2100 S & 500 E	2100 S & 1100 E	2100 S & 1700 E	University Central Campus
501a	505a	508a	512a	515a	533a
516	520	523	527	530	548
546	550	553	557	600	618
601	605	608	612	615	633
616	620	623	627	630	648
631	635	638	642	645	703
646	650	653	657	700	718
701	705	708	713	718	741
716	720	723	728	733	756
731	735	738	743	748	811
746	750	753	758	803	826
801	805	808	813	818	841
816	820	823	828	833	856
831	835	838	843	848	911
846	850	853	858	903	926
901	905	908	913	918	941
916	920	923	928	933	956
931	935	938	943	948	1011
946	950	953	958	1003	1026
1001	1005	1008	1013	1018	1041
1016	1020	1023	1028	1033	1056
1031	1035	1038	1043	1048	1111
1046	1050	1053	1058	1103	1126
1101	1105	1108	1113	1118	1141
1116	1120	1123	1128	1133	1156
1131	1135	1138	1143	1148	1211p
1146	1150	1153	1158	1203p	1226
1201p	1205p	1208p	1213p	1218	1241
1216	1220	1223	1228	1233	1256
1231	1235	1238	1243	1248	111
1246	1250	1253	1258	103	126
101	105	108	113	118	141
116	120	123	128	133	156
131	135	138	143	148	211
146	150	153	158	203	226
201	205	208	213	218	241
216	220	223	228	233	256
231	235	238	243	248	311
246	250	253	258	303	326
301	305	308	314	319	342
316	320	323	329	334	357
331	335	338	344	349	412
346	350	353	359	404	427
401	405	408	414	419	442
416	420	423	429	434	457
431	435	438	444	449	512
446	450	453	459	504	527
501	505	508	514	519	542
516	520	523	529	534	557
531	535	538	544	549	612
546	550	553	559	604	627
616	620	623	629	634	657
646	650	653	659	704	727
731	735	738	743	746	804
801	805	808	813	816	834
831	835	838	843	846	904

SATURDAY

To Central Pointe Station

University Central Campus	2100 S & 2100 E	2100 S & 1100 E	2100 S & 500 E	2100 S & State St	Central Pointe Station
642a	657a	702a	706a	709a	715a
712	727	732	736	739	745
742	757	802	806	809	815
812	827	832	836	839	845
842	857	902	906	909	915
912	927	932	936	939	945
942	957	1002	1006	1009	1015
1012	1027	1032	1036	1039	1045
1042	1057	1102	1106	1109	1115
1112	1127	1132	1136	1139	1145
1142	1157	1202p	1206p	1209p	1215p
1212p	1227p	1232	1236	1239	1245
1242	1257	102	106	109	115
108	126	131	136	139	145
138	156	201	206	209	215
208	226	231	236	239	245
238	256	301	306	309	315
306	325	331	336	339	345
336	355	401	406	409	415
406	425	431	436	439	445
434	453	500	506	509	515
504	523	530	536	539	545
534	553	600	606	609	615
604	623	630	636	639	645
707	722	728	733	736	745

To University of Utah

Central Pointe Station	2100 S & State St	2100 S & 500 E	2100 S & 1100 E	2100 S & 1700 E	University Central Campus
731a	735a	738a	743a	748a	811a
801	805	808	813	818	841
831	835	838	843	848	911
901	905	908	913	918	941
931	935	938	943	948	1011
1001	1005	1008	1013	1018	1041
1031	1035	1038	1043	1048	1111
1101	1105	1108	1113	1118	1141
1131	1135	1138	1143	1148	1211p
1201p	1205p	1208p	1213p	1218p	1241
1231	1235	1238	1243	1248	111
101	105	108	113	118	141
131	135	138	143	148	211
201	205	208	213	218	241
231	235	238	243	248	311
301	305	308	314	319	342
331	335	338	344	349	412
401	405	408	414	419	442
431	435	438	444	449	512
501	505	508	514	519	542
531	535	538	544	549	612
601	605	608	614	619	642
631	635	638	644	649	712
701	705	708	713	716	734
801	805	808	813	816	834

ATTACHMENT C
Funding for 2019-20 Transit Service
For This Addendum No. __

General Information

Urbanized Area Statistics - 2010 Census

Salt Lake City-West Valley City, UT
278 Square Miles
1,021,243 Population
42 Pop. Rank out of 498 UZAs

Other UZAs Served

77 Ogden-Layton, UT, 82 Provo-Orem, UT, 0 Utah Non-UZA

Service Consumption

364,859,219 Annual Passenger Miles (PMT)
45,078,919 Annual Unlinked Trips (UPT)
155,437 Average Weekday Unlinked Trips
78,690 Average Saturday Unlinked Trips
29,651 Average Sunday Unlinked Trips

Database Information

NTDID: 80001
Reporter Type: Full Reporter

Service Area Statistics

737 Square Miles
1,883,504 Population

Service Supplied

38,713,261 Annual Vehicle Revenue Miles (VRM)
2,110,811 Annual Vehicle Revenue Hours (VRH)
1,086 Vehicles Operated in Maximum Service (VOMS)
1,387 Vehicles Available for Maximum Service (VAMS)

Modal Characteristics

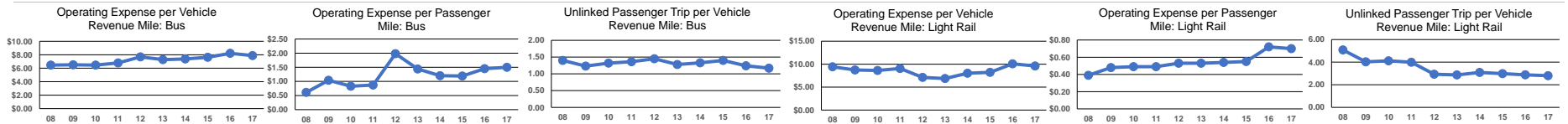
Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds					Total
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other		
Commuter Bus	43	-	\$0	\$84,027	\$31,594	\$120,165	\$235,786	
Commuter Rail	45	-	\$475,980	\$13,278,303	\$774,663	\$632,623	\$15,161,569	
Demand Response	65	43	\$4,267,530	\$923,304	\$1,103,067	\$623,466	\$6,917,367	
Light Rail	91	-	\$7,756,217	\$6,381,160	\$737,892	\$796,418	\$15,671,687	
Bus	388	6	\$27,549,172	\$1,740,977	\$3,563,409	\$1,926,594	\$34,780,152	
Vanpool	405	-	\$1,365,433	\$162,618	\$5,244	\$26,622	\$1,559,917	
Total	1,037	49	\$41,414,332	\$22,570,389	\$6,215,869	\$4,125,888	\$74,326,478	

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years ^a
Commuter Bus	\$7,749,445	\$501,682	\$235,786	12,565,005	553,595	1,017,334	41,678	0.0	63	43	31.8%	12.1
Commuter Rail	\$34,438,729	\$7,212,605	\$15,161,569	122,257,990	4,854,099	5,349,524	154,744	174.5	69	45	34.8%	15.9
Demand Response	\$17,851,347	\$591,545	\$6,917,367	4,230,640	386,977	2,727,127	162,198	0.0	142	108	23.9%	3.6
Light Rail	\$64,680,283	\$17,968,710	\$15,671,687	92,586,564	18,823,578	6,732,768	358,645	93.9	114	91	20.2%	10.4
Bus	\$129,545,459	\$21,155,730	\$34,780,152	86,462,342	19,196,260	16,437,069	1,216,770	2.1	511	394	22.9%	8.0
Vanpool	\$3,469,358	\$4,728,930	\$1,559,917	46,756,678	1,264,410	6,449,439	176,776	0.0	488	405	17.0%	5.4
Total	\$257,734,621	\$52,159,202	\$74,326,478	364,859,219	45,078,919	38,713,261	2,110,811	270.5	1,387	1,086	21.7%	

Performance Measures

Mode	Service Efficiency		Mode	Service Effectiveness			
	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour		Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	\$7.62	\$185.94	Commuter Bus	\$0.62	\$14.00	0.5	13.3
Commuter Rail	\$6.44	\$222.55	Commuter Rail	\$0.28	\$7.09	0.9	31.4
Demand Response	\$6.55	\$110.06	Demand Response	\$4.22	\$46.13	0.1	2.4
Light Rail	\$9.61	\$180.35	Light Rail	\$0.70	\$3.44	2.8	52.5
Bus	\$7.88	\$106.47	Bus	\$1.50	\$6.75	1.2	15.8
Vanpool	\$0.54	\$19.63	Vanpool	\$0.07	\$2.74	0.2	7.2
Total	\$6.66	\$122.10	Total	\$0.71	\$5.72	1.2	21.4



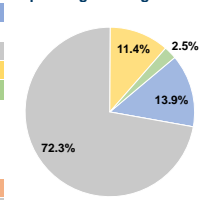
Notes:
^aDemand Response - Taxi (DT) and non-dedicated fleets do not report fleet age data.

Financial Information

Sources of Operating Funds Expended

Fare Revenues	\$52,159,202	13.9%
Local Funds	\$0	0.0%
State Funds	\$270,847,394	72.3%
Federal Assistance	\$42,532,677	11.4%
Other Funds	\$9,195,344	2.5%
Total Operating Funds Expended	\$374,734,617	100.0%

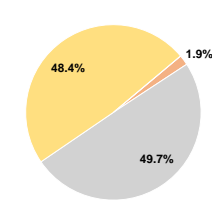
Operating Funding Sources



Sources of Capital Funds Expended

Fare Revenues	\$0	0.0%
Local Funds	\$2,850,116	1.9%
State Funds	\$75,710,373	49.7%
Federal Assistance	\$73,741,341	48.4%
Other Funds	\$0	0.0%
Total Capital Funds Expended	\$152,301,830	100.0%

Capital Funding Sources



Summary of Operating Expenses (OE)

Salary, Wages, Benefits	\$188,208,688	73.0%
Materials and Supplies	\$31,966,376	12.4%
Purchased Transportation	\$4,165,973	1.6%
Other Operating Expenses	\$33,393,584	13.0%
Total Operating Expenses	\$257,734,621	100.0%
Reconciling OE Cash Expenditures	\$116,999,996	
Purchased Transportation (Reported Separately)	\$0	

**Utah Transit Authority
Operating Cost per Mile by Mode**

Sources:

2017 Federal Transit Administration's National Transit Database (NTD), *Agency Profile*, <https://www.transit.dot.gov/ntd/transit-agency-profiles>
 2017 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), <http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents>

2017

	<u>2017 NTD</u>	<u>Less Fuel Costs</u>	<u>Add Capital</u>				<u>Annual Vehicle</u>	<u>Cost Per Vehicle</u>	
	<u>Operating</u>	<u>(Diesel, CNG</u>	<u>Maintenance</u>	<u>Debt Service</u>	<u>Depreciation</u>	<u>Total Costs</u>	<u>Revenue Miles</u>	<u>Revenue Mile</u>	
	<u>Expenses by</u>	<u>and Gasoline)</u>						<u>Without Fuel</u>	
	<u>Mode</u>							<u>excluding Vehicle</u>	
								<u>Depreciation</u>	
Bus Service	\$ 129,545,466	\$ (6,613,860)	\$ 2,373,470		\$ 20,842,359	\$ 146,147,435	16,437,069	\$ 7.62	Bus Service
Commuter Bus	\$ 7,749,445					\$ 7,749,445	1,017,334	\$ 7.62	Commuter Bus
Commuter Rail	\$ 34,438,729	\$ (4,740,099)	\$ 3,033,791	\$ 44,095,481	\$ 51,793,725	\$ 128,621,627	5,349,524	\$ 14.36	Commuter Rail
Light Rail	\$ 64,680,283		\$ 12,963,472	\$ 44,095,481	\$ 67,516,834	\$ 189,256,070	6,732,768	\$ 18.08	Light Rail
Paratransit Service	\$ 17,851,347	\$ (682,671)	\$ 1,564,575		\$ 5,678,317	\$ 24,411,568	2,727,127	\$ 6.87	Paratransit Service
Other Service	\$ 3,469,358	\$ (751,355)	\$ 667,112		\$ 3,609,652	\$ 6,994,767	6,449,439	\$ 0.52	Other Service
NTD Totals	<u>\$ 257,734,628</u>	<u>\$ (12,787,985)</u>	<u>\$ 20,602,420</u>	<u>\$ 88,190,962</u>	<u>\$ 149,440,887</u>	<u>\$ 503,180,912</u>	<u>38,713,261</u>	<u>\$ 9.14</u>	
Fuel Costs						\$ 12,787,985			
NTD Plus Fuel						\$ 515,968,897			
CAFR plus \$20,602,420 (capital maintenance)						\$ 515,968,897			
Difference						\$ -			

SPONSORED SERVICE PARATRANSIT COST - Salt Lake City Transit Master Plan

41,678	Commuter Bus Vehicle Revenue Hours (2017 NTD)
358,645	Light Rail Vehicle Revenue Hours (2017 NTD)
1,216,779	Bus Vehicle Revenue Hours (2017 NTD)
1,617,102	Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT

162,198 Total Demand Response Vehicle Revenue Hours (2017 NTD)

10% Demand Response Percentage of Total Vehicle Revenue Hours for Bus, Commuter Bus, and Light Rail

SPONSORED SERVICE COST CALCULATOR - SLC TMP Phase I Implementation

VARIABLE VALUES

\$ 7.62	Most recent NTD Cost per Revenue Mile, Bus Service (1)
2.2%	Annual escalator rate (2)
2	Number of Years since NTD report
20%	Administrative Discount (3)
636,569	Sponsored Revenue Miles: 200 South, 900 South and 2100 South

10%	Sponsored Paratransit Service rate (3)
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\$ 2.50	Fuel Cost per Gallon (Service Year Budgeted Cost)
5	Fuel Efficiency, Miles per Gallon (adjust per vehicle type)

\$ 53,000	Sponsored Vehicle Lease Costs
10	Sponsored Vehicles

(1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).

(2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.

(3) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.

SPONSORED SERVICE COST

\$ 7.62	Most recent NTD Cost Per Mile - Bus Service
\$ 7.96	NTD rate Adjusted to Service Year Costs
\$ 6.37	Discounted NTD Adjusted to Service Year Costs
636,569	Sponsored Revenue Miles
\$ 4,053,034.09	Total Mileage Cost, Without Fuel, Annual

\$ 406,526.01	Add Paratransit Service
\$ 4,459,560.10	Total Annual Operating Costs without fuel

\$ 2.50	Fuel Cost per Gallon
5.0	Bus Miles per Gallon
636,569	Sponsored Revenue Miles
\$ 318,284.50	Total Fuel Cost

\$ 53,000.00	Per Vehicle Principal + 4% Interest Rate, Annual
10	Vehicles needed for sponsored service
\$ 530,000.00	Total Annual Vehicle Cost for Sponsored Service

\$ 5,307,844.60	TOTAL
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Detailed Contract Description & Purpose

Board Review Date: Wednesday, February 20, 2019

Document Type: Revenue Contract

Action Requested: Motion to approve the contract or change order

Criteria: Contract is \$200,000 - \$999,999

Contract Title: Eco Pass Agreement-Fidelity Investment

Contract # 19-0058-2; 19-0023-2 ;19-0024-2; 19-0054-2; 19-0022-2; 19-0021-2; 19-0057-2; 19-0020-2

Project Manager: Kensey Kunkel

Contract Administrator: Daniel Olson

Impacted Areas: NA

Included in budget? NA

Procurement method:

Contractor: Fidelity Investment

Sole-Source Reason: N/A

Qty & Unit price	Change Order Value
	Total Contract Value \$ 648,368.00

Contract term (Months) 12

Contract Start Date 1/1/2019

Contract options (Months) NA

Contract End Date: 12/31/2019

Number of responding firms: NA

\$ Value of Next Lowest Bidder NA

General Description & Purpose:

This is an ECO Pass Agreement wherein Fidelity Investments (made up of 8 subsidiaries listed below) is allowed to purchase and issue discounted transit passes for their employees to use. They receive no discount off of the standard Eco Preferred Pass Pricing (\$392). This is approved pricing in Resolution No. R2018-06-07. This contract is being presented to the board because it exceeds \$200k in contract revenue. The total contract amount of \$648,368.00 is the sum of the following individual contracts with Fidelity subsidiaries: Branches - \$21,560.00; Fidelity Brokerage Services, LLC - \$19,600.00; Fidelity Brokerage Services, LLC - \$475,496.00; Fidelity Investments Institutional Operations Company, Inc. - \$16,072.00; Fidelity Investments Life Insurance Company - \$32,144.00; Fidelity Stock Plan services, LLC - \$11,760.00; Fidelity Technology Group, LLC - \$28,224.00; XTRAX LLC - \$43,512.00.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached?
Other attachments? (list)

Yes

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Branches, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratranit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah
	84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Branches
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 55
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: tamera.porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Wire Transfer	<input type="checkbox"/>

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101
ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	55	=	\$21,560.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

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Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

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TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

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Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

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Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Fidelity Brokerage Services LLC #2, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratranit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah
	84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

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#2
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Employees at this Address: 50
Dept./Division/Section/Group:

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Phone Number: 801-537-2011
Email Address: Brittany.thompson@fmr.com
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Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
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Name: Brittany Thompson
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Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

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Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>

Wire Transfer	
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Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
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This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Fidelity Brokerage Services LLC, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratransit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah
	84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Fidelity Brokerage Services LLC
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 1213
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: tamera.porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Wire Transfer	<input type="checkbox"/>

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	1213	=	\$475,496.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Fidelity Investments Institutional Operations Company, Inc., the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

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time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

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2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator: Utah Transit Authority
Name: Brittany Thompson Monica Morton
Address: 49 North 400 West 669 West 200 South
Salt Lake City, UT 84101 Salt Lake City, Utah
84101
Phone: 801-537-2011 801-287-25380
Email: Brittany.thompson@fmr.com mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Fidelity Investments Institutional
Operations Company, Inc.
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 41
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: tamera.porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>

Wire Transfer	
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Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	41	=	\$16,072.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Fidelity Investments Life Insurance Company, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratransit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

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scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

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3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator: Utah Transit Authority
Name: Brittany Thompson Monica Morton
Address: 49 North 400 West 669 West 200 South
Salt Lake City, UT 84101 Salt Lake City, Utah
84101
Phone: 801-537-2011 801-287-25380
Email: Brittany.thompson@fmr.com mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

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3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Fidelity Investments Life
Insurance Company
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 82
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.Thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: tamera.porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>

Wire Transfer	
---------------	--

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	82	=	\$32,144.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

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Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Fidelity Stock Plan Services, LLC, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratranit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah
	84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Fidelity Stock Plan Services,
LLC
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 30
Dept./Division/Section/Group:

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Contact Name: Brittany Thompson
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Primary Name: Brittany Thompson
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Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
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Payment Type	Check One
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Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

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WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

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NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

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1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratranit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah
	84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Fidelity Technology Group, LLC
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 72
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.Thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: Tamera.Porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Wire Transfer	<input type="checkbox"/>

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	72	=	\$28,224.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, XTRAC LLC, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

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2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator:	Utah Transit Authority
Name: Brittany Thompson	Monica Morton
Address: 49 North 400 West	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, Utah 84101
Phone: 801-537-2011	801-287-25380
Email: Brittany.thompson@fmr.com	mmorton@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: XTRAC LLC
Address: 49 North 400 West
City/ State / Zip Code: Salt Lake City, UT 84101
Employees at this Address: 111
Dept./Division/Section/Group:

Section 2: Contact Information

Contact Name: Brittany Thompson
Phone Number: 801-537-2011
Email Address: Brittany.thompson@fmr.com
Title: Executive Secretary
Department:

Section 3: Designated Transit Coordinator

Primary Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Tamera Porter
Email Address: Tamera.Porter@fmr.com
Phone Number: 801-537-2125

Section 4: Billing Information

Accounts Payable Contact

Name: Brittany Thompson
Email Address: Brittany.thompson@fmr.com
Phone Number: 801-537-2011
Name: Andrew Nygren
Email Address: andrew.nygren@fmr.com
Phone Number: 801-537-2202

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	Brittany.thompson@fmr.com
USPS	<input type="checkbox"/>	

Form of Payment

Payment Type	Check One
ACH	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Wire Transfer	<input type="checkbox"/>

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing#: [REDACTED]
SWIFT Code: [REDACTED]
Account #: [REDACTED]
Account Name: Utah Transit Authority
Account Type: Checking
UTA Contact: Troy Bingham, Comptroller
(801) 287-2389
tbingham@rideuta.com
Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Preferred) \$392.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$32.67	x	12	=	\$392.00	x	111	=	\$43,512.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.

Detailed Contract Description & Purpose

Board Review Date: Wednesday, February 20, 2019

Document Type: Revenue Contract

Action Requested: Motion to approve the contract or change order

Criteria: Contract is \$200,000 - \$999,999

Contract Title: Eco Pass Agreement-SL County

Contract # 19-0071-2

Project Manager: Kensey Kunkel

Contract Administrator: Danny Richardson

Impacted Areas: NA

Included in budget? NA

Procurement method:

Contractor: SL County

Sole-Source Reason: N/A

Qty & Unit price NA

Change Order Value

Total Contract Value \$248,520

Contract term (Months) 12

Contract Start Date 1/1/2019

Contract options (Months)

Contract End Date: 12/31/2019

Number of responding firms: NA

\$ Value of Next Lowest Bidder NA

General Description & Purpose:

This is an ECO Pass Agreement wherein Salt Lake County is allowed to purchase and issue discounted transit passes for their employees to use. They receive no discount off of the standard Eco Select Pass Pricing (\$872). This is approved pricing in Resolution No. R2018-06-07. This contract is being presented to the board because it exceeds \$200k in contract revenue.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached?

Yes

Other attachments? (list)



CONTRACT ROUTING SHEET Business Development and Sales (7200)

CONTRACT SECTION

1) Contract No. _____ (Assigned by Laserfische) Contract Administrator: Danny Richardson

2) Contract Type Employer 2a). Contract Sub-Category ECO Standard

3) Institution Title Salt Lake County

4) Description / Purpose (of contract or project) Eco Pass Agreement

5) Contract Dates Beginning: 01/01/19 Ending: 12/31/19

6) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

7) Total Board Approval Amount:

7a) Current Contract Value: \$ 248,520.00

7b) Amendment Amount: _____

7d) New Contract Value (including all amendments) _____

7e) Is the amount an estimate? Yes No

(Estimate if per transaction cost)

7f) If estimated, how was the estimate calculated? Resolution No. R2018-06-07 is approved pricing.

8) Account Code 1000.40251 Employer

SIGNATURE SECTION

	Route to?		Initials	
Attorney/Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>	<u>Lisa Bohman</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>KE</u>	<u>Kensey Kunkel</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>	<u>Monica Morton</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>RKB</u>	<u>Bob Biles</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$200K Board Approval*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

ECO PASS AGREEMENT

This ECO Pass Agreement ("Agreement") is made effective the 1st day of January, 2019 (the "Effective Date") by and between, Salt Lake County, the ("Administrator") and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district, or an entity that represents multiple businesses in different locations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Election and Pricing and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

1.0 DEFINITIONS

1.1 The term "**Authorized Services**" means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2 The term "**Authorized User**" means Administrator's employees who have been issued a Pass in compliance with this Agreement or Administrator's employees and the employees of the multiple businesses represented by Administrator who have been issued a Pass in compliance with this Agreement.

1.3 The term "**Pass**" means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4 The term "**Emergency**" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute

time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.5 The term "**Immediate Family Member**" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through 12/31/2019

2.2 FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes.

2.4.1.1 An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees with the exception of employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator shall purchase a minimum of thirty (30) passes.

2.4.1.2 An Administrator that represents multiple businesses at different business locations that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each of its employees and each of the employees working at each Business Location it represents with the exception of Employees who are participating in a UTA van pool program and employees who work shifts when UTA is not providing transit services. An Administrator that represents multiple businesses shall purchase a minimum of thirty (30) total passes.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements.

2.4.6 Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users. Administrator agrees to purchase similarly subsidized paratranit passes for travel to

and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5 ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7,

UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request in writing to UTA. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary

scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. An Administrator that represents multiple businesses at different business locations must maintain the name of the participating business institution receiving each Pass, the pass number of each issued Pass, including replacement passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this

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

Administrator: Name: Salt Lake County Address: 2001 South State Street N2-100 Salt Lake City, UT 84075 Phone: 385-468-7000 Email: MHicks@slco.org	Utah Transit Authority Monica Morton 669 West 200 South Salt Lake City, Utah 84101 801-287-25380 mmorton@rideuta.com
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3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 APPROVED AS TO FORM. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

3.9 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.10 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.11 INDEMINFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-

38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.12 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.13 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Partner Name: Salt Lake County
Address: 2001 South State Street N2-100
City/ State / Zip Code: Salt Lake City, UT 84190
Employees at this Address: 3500
Dept./Division/Section/Group: SLCounty

Section 2: Contact Information

Contact Name: Michelle Hicks
Phone Number: 385-468-7008
Email Address: mhicks@slco.org
Title: Trip Reduction Program Manager
Department: Mayor's Administration
Contact Name: SLCO -Purchasing
Phone Number: 385-468-0300
Email Address: SLCo-Purchasing@slco.org
Title: Admin
Department: Contracts and Procurement

Section 3: Designated Transit Coordinator

Primary Name: Michelle Hicks
Email Address: MHicks@slco.org
Phone Number: 385-468-7008
Name: Destiny Garcia
Email Address: DGarcia@slco.org
Phone Number: 385-468-7000
Name: Mari Vellido
Email Address: MVellido@slco.org
Phone Number: 385-468-7070

Section 4: Billing Information

Accounts Payable Contact

Name: T. Ryan Noyce
Email Address: RNoyce@slco.org
Phone Number: 385-468-7107
Name: Lydia Lloyd
Email Address: llloyd@slco.org
Phone Number: 385-468-7108

Preferred Invoicing


Method	Check One	Email or Mailing Address
Email	<input checked="" type="checkbox"/>	MHicks@slco.org

USPS		
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Form of Payment

Payment Type	Check One
ACH	<input checked="" type="checkbox"/>
Check	<input type="checkbox"/>
Wire Transfer	<input type="checkbox"/>

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101
 ACH/WIRE Instructions

Bank: Zions National Bank, N.A.
 Bank Address: One South Main Street
 Salt Lake City, UT 84113
 Routing#: 
 SWIFT Code: 
 Account #: 
 Account Name: Utah Transit Authority
 Account Type: Checking
 UTA Contact: Troy Bingham, Comptroller
 (801) 287-2389
 tbingham@rideuta.com
 Bank Contact: Kaye Raby, VP Treasury Management
 (801) 844-8124
 Kaye.Raby@zionsbank.com

Please include a reference to your contact # in the comments of your transaction.
 Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.

Section 5: Programs and Pricing

Annual (Select) \$872.00

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 15 passes

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Amount
\$72.67	x	12	=	\$872.00	x	285	=	\$248,520.00

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards as long as the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at <https://www.tap2rideuta.com/> and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at <https://www.tap2rideuta.com/>. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. In order for the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise it will interfere with the card signal causing the card not to be read or to be read improperly.