

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

Wednesday, November 6, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



1. **Call to Order & Opening Remarks** **Chair Carlton Christensen**
2. **Pledge of Allegiance** **Chair Carlton Christensen**
3. **Safety First Minute** **Sheldon Shaw**
4. **Public Comment Period** **Bob Biles**
5. **Approval of October 30, 2019 Board Meeting Minutes** **Chair Carlton Christensen**
6. **Agency Report** **Carolyn Gonot**
 - a. TIGER Grant Phase 2 Amendment 11 - Sandy Multi-Use Path Reinforced Concrete Box
7. **R2019-11-01 Resolution Approving the Title VI Fare Equity Analysis for the MAX Line Ticket Vending Machine Removal** **Andrew Gray**
8. **Contracts, Disbursements and Grants**
 - a. Disbursement: Light Rail Parts (Siemens Mobility) **Bob Biles**
 - b. Pre-procurement **Todd Mills**
 - i. New Design Bus Stop Signs
 - ii. Contracted Paratransit Services in Utah, Box Elder, Weber, and Davis Counties
 - c. Grant: Pilot Program for Transit Oriented Development Planning (Federal Transit Administration) **Mary DeLoretto**
9. **Service and Fare Approvals**
 - a. Fare Contract: Fidelity Investments ECO Pass **Monica Morton**
 - b. Fare Contract: Salt Lake County ECO Pass **Monica Morton**
 - c. Fare Contract: Wage Works ECO Pass **Monica Morton**

10. Discussion Items

- a. Pension Committee Update
- b. Ski Bus Contract Pricing

Trustee Kent Millington
Monica Morton

11. Other Business

- a. Next meeting: November 20, 2019 at 9:00 a.m.

Chair Carlton Christensen

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. To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

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.

Housekeeping is Safekeeping





**Minutes of the Public Hearing
on 2019 Bond Refunding, Restructuring,
and New Money Issuance
and
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
October 30, 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.

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

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

Public Hearing: 2019 Bond Refunding, Restructuring, and New Money Issuance. Bob Biles, UTA Chief Financial Officer, was joined by Brian Baker with Zions Bank, and Blake Wade, UTA bond counsel. Mr. Baker spoke about the volatility of interest rates in the bond market at the present time and the possibility of separating and delaying some of the proposed bond transactions to take advantage of conditions in the market. Discussion ensued. Questions on a decision date for

the transaction, approach, issuance costs for bifurcating the transactions, and timing for possible future transactions were posed by the board and answered by staff.

Chair Christensen opened the public hearing at 9:10 a.m. No public comment was given.

A motion to close the public hearing was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the public hearing closed at 9:10 a.m.

Public Comment Period. Public comment was submitted in writing by George Chapman. Mr. Chapman's comments are attached as an appendix to the minutes.

Approval of October 23, 2019 Board Meeting Minutes. A motion to approve the October 23, 2019 Board Meeting Minutes was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Agency Report. Carolyn Gonot, UTA Executive Director, summarized Change Order 210 for Extended Overhead Costs on the Utah Valley Express (UVX) construction. She said UTA and the contractor have negotiated an extension of the completion date on the project. Discussion ensued. A question on project closeout timeline was posed by the board and answered by Ms. Gonot.

Ms. Gonot was then joined by Eddy Cumins, UTA Chief Operating Officer. Mr. Cumins spoke about a derailment on the TRAX line at 400 South Main that occurred on the evening of October 29. The derailment was caused by a switch issue. Mr. Cumins indicated the agency was in the process of assessing the malfunction and performing the work necessary to resume normal operations. Discussion ensued. A question on timing for restoring regular service was posed by the board and answered by Mr. Cumins.

R2019-10-06 Resolution Approving the Amended Charter for the Committee on Accessible Transportation. Trustee Millington introduced the resolution. Cherissa Alldredge summarized significant items in the charter, among which are increasing the size of the CAT, decreasing the number of meeting absences allowed for CAT members, switching from bimonthly to quarterly meetings, revising the description and responsibilities of the CAT subcommittees, and implementing training for CAT members.

A motion to approve R2019-10-06 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2019-10-07 Resolution Ratifying the Adoption of the Tentative 2020 Budget. Ms. Gonot was joined by Mr. Biles. Mr. Biles summarized the budget approval process.

A motion to approve R2019-10-07 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

R2019-10-08 Resolution Authorizing Execution of an Interlocal Cooperation Agreement with Central Wasatch Commission to Provide Increased Bus Service to Big Cottonwood and Little Cottonwood Canyons for the 2019-2020 Winter Season. Lorin Simpson, UTA Regional General Manager – Salt Lake Business Unit, and Laura Hanson, UTA Director of Planning, delivered a presentation on the interlocal agreement to provide increased bus service to Big Cottonwood and Little Cottonwood canyons during the 2019-2020 winter season. The presentation addressed short-term service and congestion management solutions in the canyons. The interlocal agreement allows UTA to receive up to \$60,000 from the Central Wasatch Commission to provide additional 2019-2020 winter service. The total estimated cost of the increased service is \$150,000. Discussion ensued. Questions on the number of stops on route 972, contingency plans for bus maintenance, use of ski racks, and increase in service frequency were posed by the board and answered by staff. Chair Christensen suggested coordinating with the Utah Department of Transportation to use detour signs to redirect traffic at park-and-ride lots that will no longer be used for ski service.

A motion to approve R2019-10-08 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2019-10-09 Resolution Authorizing the Purchase of Real Property and Settlement Agreement with Carillon Square LLC and Midland National Life Insurance Company (Parcels 154:2C, 154:2EC, 154:3EC, 154:4EC, 154:A, 154:C, 154:E, 154:EC, 154:PUE). Paul Drake, UTA Senior Manager of Real Estate & Transit-Oriented Development, and David Wilkins, Assistant Attorney General, provided an overview of the settlement agreement, which authorizes the purchase of property located at 287 East University Parkway in Orem for construction of the Utah Valley Express (UVX) bus rapid transit line. Discussion ensued. A question on whether the property purchase is included in the UVX construction budget was posed by the board and answered by staff.

A motion to approve R2019-10-09 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2019-10-04 Amended Resolution Approving a Fifth Amendment to Authority's 2019 Budget.

Chair Christensen explained the amendment, which corrects the omission of the UTA Local Advisory Council's review of the fifth amendment to the UTA 2019 budget in the original resolution.

A motion to approve R2019-10-04 as amended was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Contracts, Disbursements, and Grants.

Change Order: 10 Transit and 9 Canyon Service Buses (Gillig). Eddy Cumins, UTA Chief Operating Officer, summarized the change order, which replaces 10 transit and 9 canyon service buses that are nearing the end of their useful life. Discussion ensued. Questions on bus branding and specifications were posed by the board and answered by Mr. Cumins.

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

Pre-Procurements. Todd Mills, UTA Senior Supply Chain Manager, stated the agency intends to issue requests for proposal on the following:

- i. Holiday gift cards for UTA employees
- ii. Electronic voucher system development, testing, and demonstration

Mr. Mills was joined by Ryan Taylor, UTA Coordinated Mobility Manager, who provided an overview of the electronic voucher system. Discussion ensued. Questions on the payment model and implementation timeline for the electronic voucher system were posed by the board and answered by staff.

Trustee Holbrook requested regular updates to the board on the implementation of the electronic voucher system.

Service and Fare Approvals.

Complimentary Service for Vineyard FrontRunner Site Tour. Kensey Kunkel, UTA Manager of Business Development – Sales, requested approval of complimentary service that was provided to local elected officials in Utah County for a tour of the Vineyard FrontRunner site in mid-October. The request was for one UTA vehicle to

provide transportation for 15-16 participants. It was noted Ms. Gonot reported this request to the board in the October 16, 2019 board meeting.

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

Complimentary Service for Central Corridor Transit Study Tour. Ms. Kunkel reviewed a request for a UTA bus to take local officials and leaders touring the potential State Street bus rapid transit line in Orem from the Provo FrontRunner Station to Pleasant Grove on November 4, 2019.

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

Chair Christensen called for a brief recess at 10:07 a.m.

The meeting reconvened at 10:18 a.m.

South Salt Lake County Microtransit Pilot Fares. Ms. Gonot summarized the requested action from the board for the microtransit pilot fares. Jaron Robertson, UTA Acting Director of Innovative Mobility Solutions, and Andrea Packer, UTA Communications Director, detailed the proposed fare structure, which includes the following key features:

- Consistent with other UTA fare pricing and fare media
- Base adult fare of \$2.50 (reduced fare honored)
- Regular UTA fare media accepted, with the exception of cash, checks, and FAREPAY cards
- Transfers included

Ms. Packer spoke about potential fare promotions for the pilot. Staff requested delegation of authority to the Executive Director for strategic implementation of fare promotions.

Discussion ensued. Questions on payment options, transfers to FrontRunner, and group pricing were posed by the board and answered by staff.

A motion to approve the pilot base fare product and pricing for the microtransit service and delegate authority to the Executive Director to strategically implement fare promotions as needed during the pilot was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Discussion Items.

Community Relations and School Programs. Ms. Packer was joined by Sam Aramburu, UTA Community Relations Specialist. Ms. Packer summarized the history and background of UTA's school programs. Ms. Aramburu then spoke about an assessment performed on the programs, assessment results, and improvements that have been made. Ms. Aramburu also provided information on the agency's community relations activities. Discussion ensued. Questions on the number of schools that receive presentations, marketing for school programs, availability of school programs across the transit district, involvement in driver education, and capacity within the agency for sustaining the programs were posed by the board and answered by staff.

Trustee Millington suggested more involvement in driver education programs to encourage ridership.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, November 6, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:52 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/566803.html> for entire content.

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

APPENDIX

**Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
October 30, 2019**

Received October 30, 2019:

UTA should be prioritizing building more parking lots next to rail stations since they are often full. The Booz Allen Hamilton study showed that full parking lots deter mass transit ridership increases.

The plan to try to save and make earthquakeproof the old rail building (for the new bus garage) is even more questionable when there is a push and plan to build bus garages in outlying areas (southwest and southeast corners of SLCO) to decrease deadhead buses. Parking lots are needed more than bus garages NOW.

Please encourage discussion at SLCO Council during budget on a \$25/month bus and TRAX pass similar to the special rates given to university students and employees. SLCO has transit/transportation money for it.

It is time to really increase mass transit ridership.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	R2019-11-01 Resolution Approving the Title VI Fare Equity Analysis for the MAX Line Ticket Vending Machine Removal
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve R2019-11-01 Resolution approving the Title VI Fare Equity Analysis for removal of Ticket Vending Machines along 35 MAX bus route.
BACKGROUND:	<p>Over ten years ago UTA installed ticket vending machines (“TVM”) along the 35 MAX bus route in West Valley City. Customers had the option of purchasing a TVM ticket paying with cash or credit card. In addition, fareboxes were installed on the buses giving the customers an opportunity to pay cash upon boarding. Over the years TVM revenue has been decreasing while the costs associated with maintenance, fare collection, and repairs have been increasing. UTA needs to make a decision to either replace the TVMs or eliminate them completely.</p> <p>Based on the following, it is proposed to eliminate TVMs from the stops along the 35 MAX in West Valley City beginning December 1, 2019.</p> <ul style="list-style-type: none">• The Route 35M currently has 26 TVMs. They are in need of replacement at a minimum cost of \$17,000 each.• Currently UTA spends about \$25,000 per year in maintenance and servicing of the TVM’s. The annual TVM depreciation plus servicing costs total \$80,250.• The revenue collected with these TVM’s over the past 12 months has been approximately \$83,000. Thus, the cost of collection is more than 90% of the revenue.• Currently only 7% of our customers are using the TVM’s.• All 35M MAX buses have fare boxes already.• Customers can pay cash on the bus, tap with an electronic fare card, utilize our GoRide App or utilize FarePay. <p><u>Title VI Analysis</u></p> <p>The removal of TVMs would eliminate a rider’s ability to pay for fare at the time of boarding using a credit card without requiring the purchase of a different fare media. In order to examine the impacts of this change, UTA determined that a Title VI Fare Equity Analysis was needed. The analysis was performed in accordance with the</p>

	<p>Federal Transit Administration’s (FTA) Circular 4702.1B, which outlines the Title VI requirements and guidelines for recipients of FTA funds. Service and fare equity analyses are conducted to examine whether proposed changes to service and/or fares do not negatively impact minority or low-income populations in a disproportionate rate. The circular also requires any equity analyses be approved by the recipient’s governing entity.</p>
DISCUSSION:	<p>A review of the ridership data on the 35 MAX showed a high percentage of minority populations and a higher than average low-income population utilize the route. However, as the data is broken down to just those directly impacted by the change (TVM users on the 35 MAX), the low-income and minority populations were both <i>less</i> than the system average. As such, UTA <i>does not</i> find either a disproportionate burden or a disparate impact as a result of the proposed change. Since there were no findings, the analysis concluded with no further action being required.</p>
ATTACHMENTS:	<ol style="list-style-type: none"> 1) R2019-11-01 Resolution Approving the Title VI Fare Equity Analysis for the MAX Line Ticket Vending Machine Removal 2) Title VI Fare Equity Analysis of MAX Line TVM Removal

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE TITLE VI FARE EQUITY ANALYSIS FOR THE
MAX LINE TICKET VENDING MACHINE REMOVAL**

R2019-11-01

November 6, 2019

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

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

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

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

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

Approved and adopted this 6th day of November 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



Title VI Fare Equity Analysis

MAX Line TVM Removal

Utah Transit Authority

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Introduction

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

The following analysis is of a proposal to eliminate a method of payment on a single line of service. The proposed change would be implemented on December 1, 2019. These changes are being proposed to provide better stewardship of funds currently allocated in the maintenance of and collection of funds from the Ticket Vending Machines (TVM) along the MAX BRT line. Though the proposed change is facially neutral, this analysis, in accordance with FTA guidelines, will consider whether the change might have a disproportionately negative impact on minority and/or low-income populations within UTA's service area. UTA will take all prescribed and prudent steps to ensure services are equitable for the communities served as well as compliant with federal guidelines and requirements.

Summary of Proposal

Removal of Ticket Vending Machines:

It has been proposed to remove Ticket Vending Machines (TVM) from stops along the 35 MAX line. The TVMs are decreasingly used, beyond the manufacturer's warranty period, require consistent repair, and are often not operational. Fare boxes are on each bus and will allow for payment of fare on board. However, there will be no way to pay fare at the time of boarding with a credit card unless another mechanism is used, such as a FAREPAY card or UTA's mobile ticketing app.

Although this may not be a clear change in fare, which would constitute a major change, UTA has decided to conduct an equity analysis of the proposal. This analysis will examine the populations impacted by the change and weigh the authority's options in determining the appropriate action to take.

UTA Policy and Definitions

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

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

Definitions

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

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

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

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

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

Major Service Change

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

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

Evaluation and Analysis of Service and Fare Changes

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

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

Disparate Impact and Disproportionate Burden

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

Finding a Disparate Impact

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

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

Finding a Disproportionate Burden

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

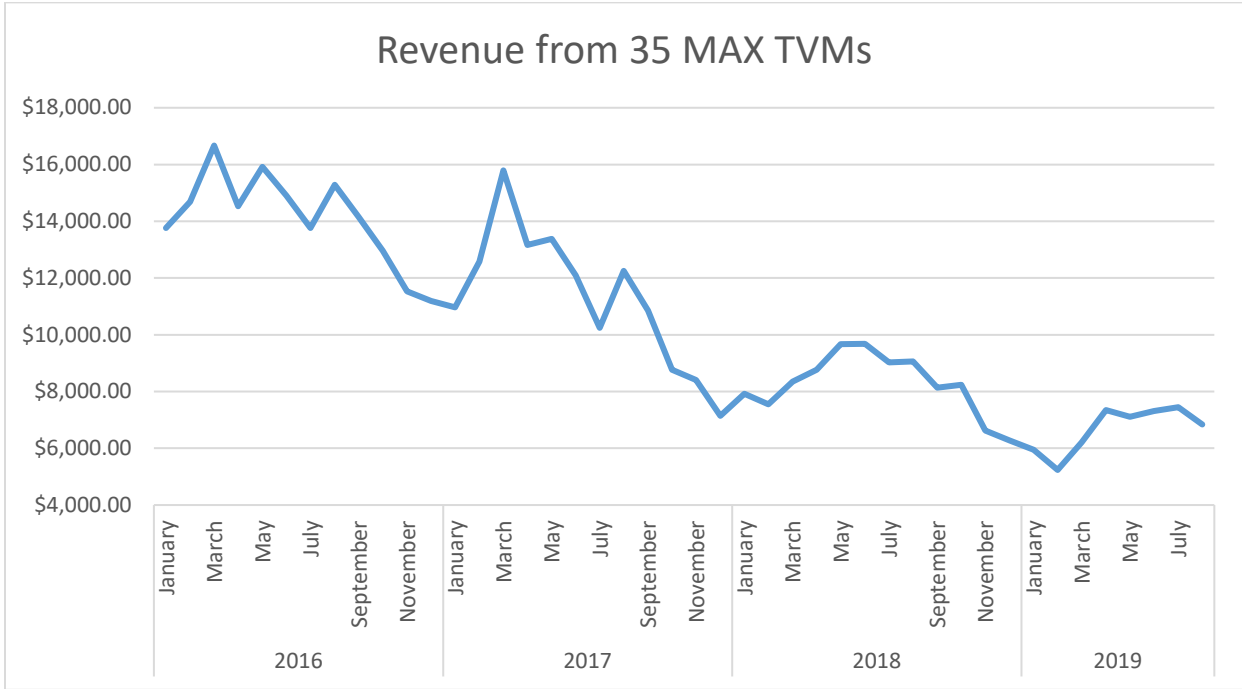
Datasets Used in Analysis

UTA has created maps, tables and utilized ridership data. The demographic data was compiled utilizing American Community Survey (ACS) 2011-2015 5-year estimates, which was dispersed into census blocks, in lieu of the larger block groups. This was done in order to use the smallest geographic area possible for the analysis. The distribution was dictated by population ratios from 2010 Census Data. Proposed service changes were analyzed based on the stops of the route. All stops had a one quarter mile radius applied to them based on the actual accessibility of the stop by road. Any census block that is overlapped by this walkability radius had its population included as those effected by the proposed changes. These aggregated numbers are compiled as a comparison group to the service area average to determine whether there would be a disparate impact on minority populations and/or a disproportionate burden borne by low-income populations.

FTA Circular 4702.1B states that an increase or decrease of fares by media type requires that the “transit provider shall analyze any available information generated from ridership surveys indicating whether minority and/or low-income riders are disproportionately more likely to use the... payment media that would be subject the fare change.” In light of this requirement, UTA has reviewed the 2015-2016 on-board survey data collected and has determined that both sample size and question structure did not yield reliable data that can be directly applied to the subset of credit card users on TVMs. Instead, UTA is using the demographics of the route geographically and the ridership data as an idea of the demographics.

Proposed Change

The 35 Max is a nine-mile line that runs through Magna, West Valley City and provides a connection to the West Valley Central Station, serviced by ten bus lines and the TRAX Green Line, and ends at the Millcreek Station, serviced by another bus route and the TRAX Red and Blue Lines. The route has features like a Bus Rapid Transit (BRT) in that it has dedicated lanes and fewer stops than a typical bus line. The 35 MAX officially opened in July of 2008. With the intent to create a faster service, UTA initially built limited stops with no requirement to provide proof of fare payment prior to boarding. The original stations included TVMs to allow for the pre-purchase of tickets in order to decrease the time spent loading passengers. Since this time, UTA has added stops to the line, but has not installed TVMs at the new stops. As such, there are 46 stops total, 26 of which have TVMs. The stops without a TVM require passengers to pay upon boarding or obtain a ticket through other methods. The TVMs along the route are now eleven years old. UTA spent \$14,687 and 299 labor hours to maintain and repair the TVMs in the last twelve months. Additionally, UTA has had staff go to the locations and collect the cash and refill the paper ticket stock 48 times in the previous twelve months at a cost of just over \$10,000 for the year. Additionally, the revenue from TVMs has been steadily decreasing over time as shown below.



When average monthly revenue for 2016 is compared to average monthly revenue of 2018, UTA saw a 41.4% decrease in revenue from the TVMs along the 35 MAX line. Using the same metric, there was a ridership decrease along the line of 22%, which would not account for the level of decreased revenue that was seen during that period. It is likely that the decreasing functionality and reliability of the TVMs makes them increasingly unavailable and is forcing people to make other arrangements. Over the three year period UTA has seen consistent distribution of cash versus credit card revenue, where one third of all of the purchases made on a TVM have been purchased with a credit card and the other two thirds were purchased using cash. In the last twelve months, UTA has seen \$82,725 in TVM revenue, credit card purchases comprising only \$31,857 of that amount, and is spending about \$25,000 a year in maintenance and collection.

Cash users will have a direct replacement with on-board fare collection through a traditional fare box. Credit card users will have the option of using their credit card to load a prepaid card (FAREPAY), which will also include a 40% discount on the 35M and/or utilize the GoRide mobile phone app. FAREPAY can be purchased and funds added upon a second visit at many of the grocery and convenience stores in the area. There is a one-time \$3 charge for the purchase of the card, but with the 40% discount on the route, this expense is made up in only three uses and then will save a FAREPAY user \$1 per trip after each use thereafter. GoRide is an app available in the Google Play Store and the App Store that allows a user to register their credit card and pay for their fare on any mode, at any time.

Although there are options that can replace TVM credit card purchases, if the customer presents at the bus with only their credit card and did not bring a cash, there is not a direct replacement for the TVM if the rider does not have a smart phone. In order to address this concern, UTA will conduct a 30 day campaign to inform riders of the proposed change.

Public Outreach

In reviewing this proposal, UTA wanted to ensure that there was no confusion among the public as to what payment options there are moving forward after the change. On October 15, UTA posted notice on all of the TVMs and vehicles notifying passengers of the change and of the date it would be implemented (See Appendix A). All of the information presented was in English and in Spanish in accordance with UTA's Limited English Proficiency (LEP) Plan. The notice included information about the available alternatives to the TVM. The notices were posted for a 30 day period prior to the removal of any TVM.

Alternatives to Proposal

UTA has reviewed its potential options in approaching how to appropriately address the aging equipment. UTA has considered the full replacement of existing TVMs and the addition of new TVMs at stops that do not presently have them. Overall, this would require 26 new TVMs for a replacement-only method and 34 if UTA added a TVM to every stop currently without one. A recent RFP for new TVMs came in at roughly \$17,000 per TVM. Based on this, UTA would anticipate that a replacement of the existing TVMs would cost \$442,000. If UTA were to add new TVMs to stops that currently lack a TVM, UTA would need to add \$340,000 to the estimate above bringing the total expense to \$782,000. Based on current and projected budget, neither of these options are seen as viable.

Another option is to leave the existing TVMs in place and continue

to maintain them. Esthetically, operationally, and fiscally, this option is not the preferred resolution. This will still leave an inconsistent rider experience in the sense that the amenity will not be at all of the stops and they will become increasingly less reliable. The TVMs themselves, despite the maintenance performed, have begun to rust and deteriorate. The costs to repair the TVMs, which will only increase over time, and the cost to collect the cash and restock the machines are beginning to negate the actual revenue that they produce. This becomes especially true when considering that two thirds of all of the revenue collected is a cash payment, which could be easily replaced with the fare box already on the vehicle.

Demographics of Impacted Population

In UTA's 2015-2016 on-board survey of riders, UTA was able to gather about 333 responses on the 35 MAX. Below is a breakdown of the demographics of the respondents. Race and low-income status were optional survey questions, so any respondents opting to not answer the question were excluded from the table below. All of the data is the actual number surveyed, other than TVM user minority data which has been weighted.

	Total	Minority	Percent Minority
35 Max	333	111	33.3%
35 Max TVM Users*	269	81	23.1%
System-wide	16408	4081	24.9%

*Numbers are weighted

	Total	Low-income	Percent Low-income
35 Max	301	145	48.2%
35 Max TVM Users	72	30	41.7%
System-wide	13306	5915	44.5%

As shown in the previous table, the demographics of the 35 MAX has a composition of low-income riders at 3.7% greater than the system average and the composition of the minority population is 8.4% greater than the system average. As the data is drilled down further into respondents that used the TVMs to purchase their ticket, the data shows that 41.5% of respondents were low-income (3% less than the system average) and 23.1% of respondents identified as minorities (1.8% less than the system average) on the survey.

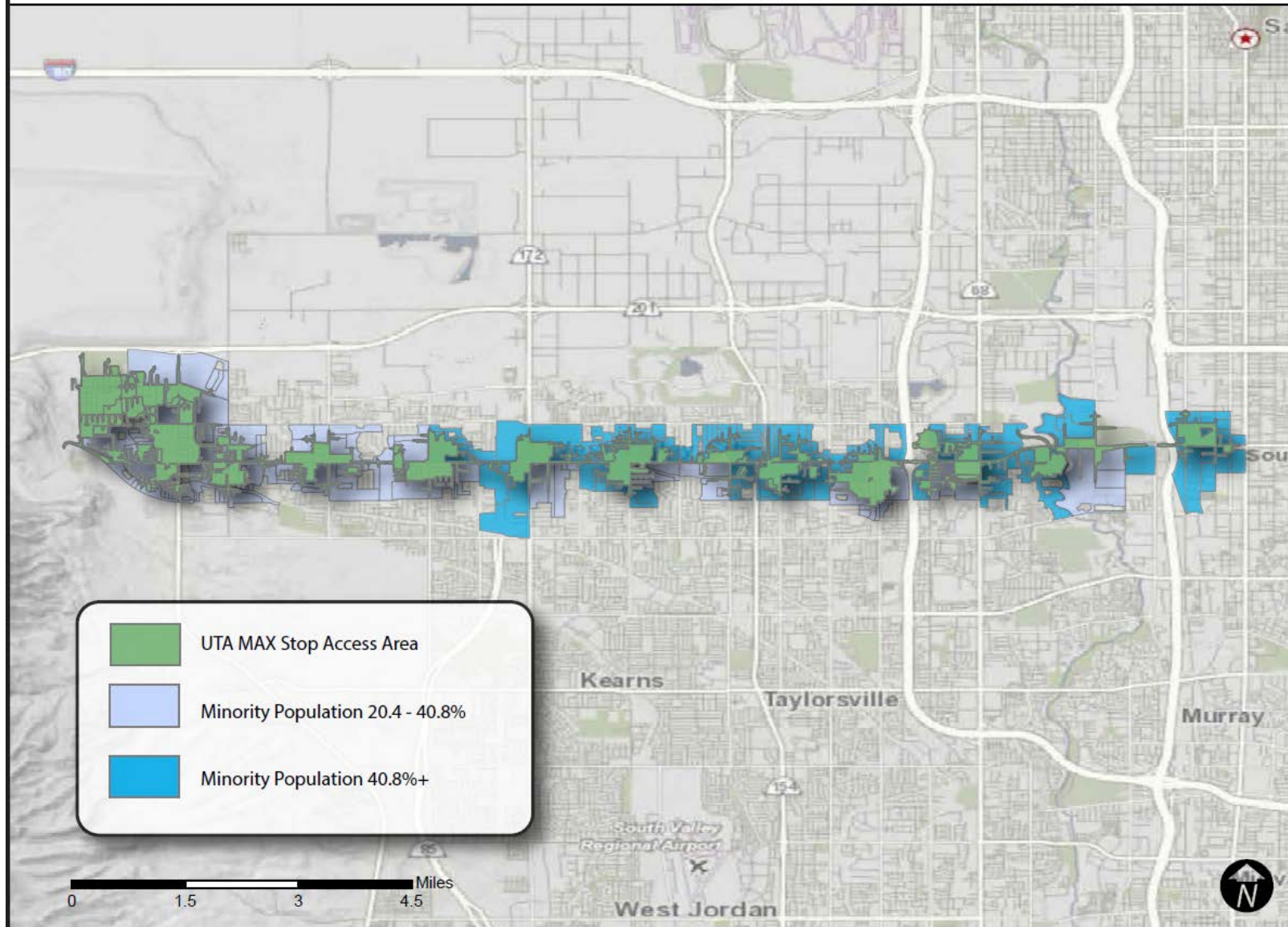
Findings

The demographics of the ridership on the route 35 MAX could indicate a possible disparate impact on minority populations and a disproportionate burden on low-income persons.

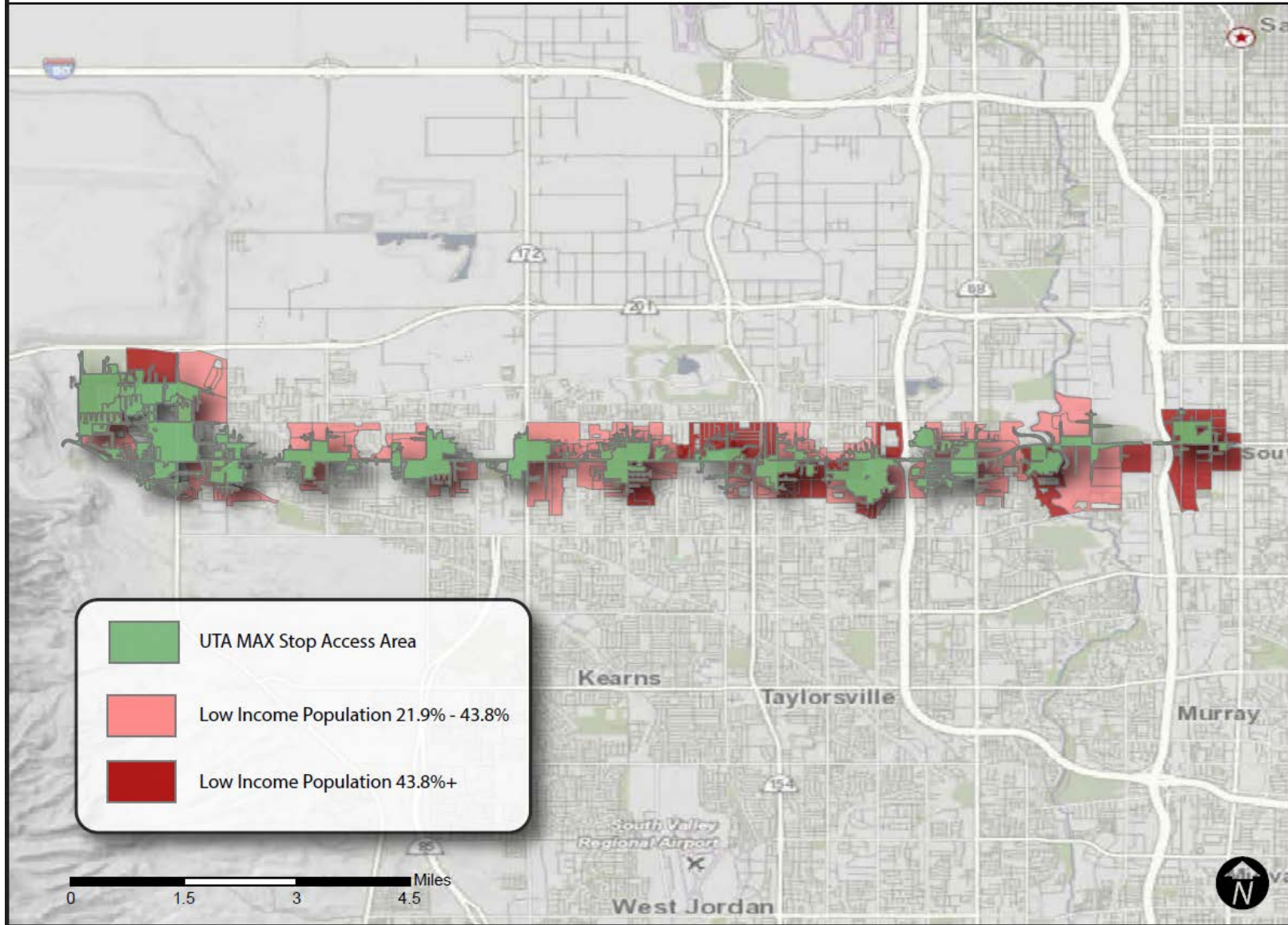
However, as the data is broken down to just the TVM users surveyed on the 35 MAX, the low-income and minority populations were both less than the system average. As such, UTA does not find either a disproportionate burden or a disparate impact after reviewing the proposal.

Although the specific fare change does not meet the definition of a disparate impact or disproportionate burden, UTA took special consideration since the proposal is to remove stop-level amenities on a Title VI route. As such, UTA has gone through the policy prescribed methods to determine if the changes should proceed. UTA reviewed the potential alternatives such as leaving TVMs in their present state, replacing the existing TVMs, and installing new TVMs at every station to create a more consistent experience along the route. These options, however, were not feasible when considering the fiscal implications of maintaining the existing TVMs or replacing them with new TVMs. As such, removing the TVMs is determined to be the most reasonable solution, despite the fact that it is removing an amenity from a Title VI route.

UTA MAX Stop Access Areas - Minority Access



UTA MAX Stop Access Areas - Low Income Access





Attention

Atención

As of December 1, 2019, UTA will remove all ticket vending machines on the Route 35M-MAX

You can purchase tickets on the UTA GoRide app or with a UTA FAREPAY card. You can also pay cash or show/tap your pass on board the bus.

A partir del 1 de diciembre de 2019, UTA eliminará las máquinas expendedoras de boletos de la ruta 35M-Max

Puede comprar los boletos en la aplicación GoRide de UTA o con una tarjeta UTA FAREPAY. También puede pagar en efectivo o mostrar/apoyar su pase a bordo del autobús.



rideuta.com





Atención

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rideuta.com



Attention

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rideuta.com





MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Disbursement for Light Rail Parts (Siemens Mobility)	
AGENDA ITEM TYPE:	Disbursement	
RECOMMENDATION:	Authorize the disbursement to Siemens Mobility for light rail parts.	
BACKGROUND:	Supply Chain has implemented a forecasted inventory strategy for light rail parts, which generates orders daily based on what maintenance staff has forecasted for the light rail fleet. These orders generate purchase orders daily from \$1 to \$150,000 dollars based on lowest bidder responses to fulfill those orders. As those orders arrive at UTA, they are submitted for payment to Accounts Payable and occasionally those payments will go over \$200,000.	
DISCUSSION:	The requested disbursement is comprised of 6 invoices on 5 purchase orders that were generated by Siemens Mobility Inc. from August 15th to September 6, 2019. The individual invoice charges range from \$1,984 to \$147,840. The invoices total \$291,903.50. More detailed invoice information is on the attached check detail list.	
CONTRACT SUMMARY:	Contractor Name: Siemens Mobility Inc.	
	Procurement Method: Lowest Price	Funding Sources: UTA Funds
ALTERNATIVES:	Failure to pay the Siemens for goods rendered to UTA's inventory from a UTA Purchase Order could lead to a dispute and cancellation of other goods and/or services by Siemens.	
FISCAL IMPACT:	The cost for the light rail parts is included in the 2019 Budget.	
ATTACHMENTS:	1) Invoice Summary ACH#882387 Siemens Mobility Inc.	

Siemens Mobility Inc. Disbursement - Invoice Summary

<u>Invoice Number</u>	<u>Purchase Order</u>	<u>Invoice Due Date</u>	<u>Part Description</u>	<u>Payment Amount</u>
5610182513	1113646	8/15/2019	16 Bracket, Cable Clamps	1,984.00
5610184297	1114421	8/30/2019	60 Tire Kits, SD-100	147,840.00
5610184298	1114432	8/30/2019	7 Tire Kits SD-100, 41 Tire Kits-SD-160	118,272.00
5610186066	1114080	8/30/2019	6 Brackets	3,666.00
5610186790	1113859	9/6/2019	1 Socket, 20 Barriers	16,475.50
5610186795	1114080	9/6/2019	6 Brackets	3,666.00
				<hr/>
				291,903.50
				<hr/> <hr/>



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<ul style="list-style-type: none">● New Design Bus Stop Signs<ul style="list-style-type: none">○ New contract to manufacture recently redesigned bus stop signs for over 6,000 bus stops as part of the 2040 customer experience strategic plan. This will be procured using an RFP procurement with technical selection criteria in addition to price. ● Contracted Paratransit Services in Utah, Box Elder, Weber and Davis Counties<ul style="list-style-type: none">○ New Paratransit Service contract to replace the existing contracts that are expiring. The new contract will be a 2-year contract with six (6) one-year options and will commence in April 2020. This will be procured using an RFP procurement with technical selection criteria in addition to price.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Grant: Pilot Program for Transit Oriented Development Planning (Federal Transit Administration)
AGENDA ITEM TYPE:	Grant Opportunity
RECOMMENDATION:	Informational report for discussion.
BACKGROUND:	<p>The Federal Transit Administration (FTA) has published a notice of funding opportunity for a Pilot Program for Transit Oriented Development Planning. Projects are for comprehensive planning work associated with a Capital Investment Grant (CIG) eligible capital project; new fixed guideway project or a core capacity improvement. The grant requirements do not allow TOD planning work in a single project station area and should not include activities reimbursable under an FTA capital grant. To be eligible for these funds, enough planning work on the corridor should already be complete to have chosen a mode and preliminary station locations. Grant applications are due November 18, 2019.</p>
DISCUSSION:	<p>UTA is proposing two projects to perform Economic/Market Analysis, Station Area Planning, and Visioning work for areas around UTA transit corridors. The projects are as follows:</p> <ol style="list-style-type: none"><u>From Provo to the Springville, Spanish Fork and Payson future stations.</u> Staff will rely on the MPO long range plan that shows the mode as commuter rail. Though the transit corridor planning effort being launched with partners could change the mode, for now, it is likely that commuter rail will eventually be needed in the corridor. <p>For this first effort, UTA is pursuing a grant for \$250,000. The total planning effort is estimated at \$312,500 and the local minimum match is \$62,500. Payson City, Spanish Fork City, and Springville City have each verbally committed to pay \$5,000 for this study. The UTA Planning department has committed to cover the remaining \$47,500 from their existing budget, less any additional partner contributions.</p>

	<p>2. <u>Potential new stations in Draper City and Lehi City along the Point of the Mountain Transit Corridor</u>. Staff will rely on the MPO long range plan that shows the mode as light rail. The transit corridor planning effort being conducted with partners could change the mode that will eventually be needed in the corridor.</p> <p>For this second effort, UTA is pursuing a grant for \$280,000. The total planning effort is estimated at \$350,000 and the local minimum match is \$70,000. Local jurisdictions and private partners have verbally committed to the majority of the local match. The remainder will be in-kind match from UTA staff.</p>
ALTERNATIVES:	If the grants are not pursued station area planning will be delayed until other funding sources have been identified.
FISCAL IMPACT:	Per grant requirements the minimum total project match is \$62,500 on a project with a total cost of \$312,500 and \$70,000 on a project with a total cost of \$350,000. If UTA is awarded the grant funding, UTA along with the cities and partners will contribute the local match.
ATTACHMENTS:	NA



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Fare Contract - Fidelity Investments ECO Pass	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize the renewal of Standard ECO Pass Contracts with Fidelity Investments.	
BACKGROUND:	Resolution R2018-06-07 set ECO Pass contract pricing. This contract is being presented to the board because it exceeds \$200k in contract revenue.	
DISCUSSION:	This is an ECO Pass Agreement wherein Fidelity Investments (made up of 8 subsidiaries) 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).	
CONTRACT SUMMARY:	Contractor Name: Fidelity Investments	
	Contract Number: 19-0020-3	Existing Contract Value: \$648,363
	Base Contract Effective Dates: January 1-December 31, 2020	Extended Contract Dates:
	Amendment Amount: NA	New/Total Amount Contract Value: \$648,363
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	Additional \$648,363 in revenue. This revenue is estimated based on the 2018 contract. We do not expect a change in revenue for 2019.	
ATTACHMENTS:	1) Contract	

ECO PASS AGREEMENT

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of January , 2020 (the “Effective Date”) by and between, Fidelity Investment Services, 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;

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.

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 “**Qualified Employee**” means (a) an employee who is employed on a full time, part time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

1.5 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.

1.6 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 December 31, 2020.

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. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each and every Qualified Employee. An Administrator must have 30 or more Qualified Employees to participate in this program.

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’ minimum pass purchase requirements, as required in the Annual Select and Monthly Pass Programs, are reduced to a minimum purchase of 6 passes. Federal, state, and local government entities are exempt from minimum purchase requirements as required in the Daily Pass Program. Federal, state and local government entities wishing to participate in Annual Preferred must comply with all minimum requirements as referenced in section 2.4.1 above.

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 through <https://ecopass.rideuta.com> 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 www.tap2rideuta.com.

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. 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: _____
Address: _____
Phone: _____
Email: _____

Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101
801-741-8806
kkunkel@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 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.

3.9 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.

3.10 INDEMNIFICATION. 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.

3.11 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.

3.12 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.

ADMINISTRATOR

By:

Signature Date

Title

UTAH TRANSIT AUTHORITY

By:

Signature Date

Title

By:

Signature Date

Title

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Fill out the following information so UTA can set-up an account.

Partner Name:
Address:
City / State / Zip Code:
Employees at this Address:
Dept./Division/Section/Group: _____

Section 2: Contact Information

Fill out the following information for the point person on this contract.

Contact Name:
Phone Number:
Email Address::
Title:
Department: _____

Section 3: Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

Primary Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number

Section 4: Billing Information

Fill out the following billing information.

Accounts Payable Contact

Name	Email Address	Phone Number
Name	Email Address	Phone Number

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input type="checkbox"/>	
USPS	<input type="checkbox"/>	
Invoicing Instructions:		

Form of Payment

Payment Type	Check One
ACH	<input 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 are available upon request.

Section 5: Programs and Pricing

Fill out the following information and select a pass program.

_____	_____	\$ _____
Number of Passes	Preferred Start Month	Total Contract Amount

Annual (Preferred) \$392

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

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Annual (Select) \$872

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 15 passes

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Monthly \$89

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 15 passes each month

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Daily \$6.40

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$1,000, whichever is greater.

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

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 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 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.

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MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Fare Contract - Salt Lake County ECO Pass	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize the renewal of Standard ECO Pass Contracts with Salt Lake County.	
BACKGROUND:	Resolution R2018-06-07 set ECO Pass contract pricing. This contract is being presented to the Board because it exceeds \$200k in contract revenue.	
DISCUSSION:	This is an ECO Pass Agreement wherein SL 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).	
CONTRACT SUMMARY:	Contractor Name: Salt Lake County	
	Contract Number: 19-0071-2	Existing Contract Value: \$248,520
	Base Contract Effective Dates: January 1-December 31, 2020	Extended Contract Dates:
	Amendment Amount: NA	New/Total Amount Contract Value: \$248,520
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	\$248,520 in revenue. This revenue is estimated based on the 2018 contract. We do not expect a change in revenue for 2019.	
ATTACHMENTS:	1) Contract	

ECO PASS AGREEMENT

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of January , 2020 (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;

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.

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 “**Qualified Employee**” means (a) an employee who is employed on a full time, part time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

1.5 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.

1.6 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 December 31, 2020.

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. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each and every Qualified Employee. An Administrator must have 30 or more Qualified Employees to participate in this program.

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’ minimum pass purchase requirements, as required in the Annual Select and Monthly Pass Programs, are reduced to a minimum purchase of 6 passes. Federal, state, and local government entities are exempt from minimum purchase requirements as required in the Daily Pass Program. Federal, state and local government entities wishing to participate in Annual Preferred must comply with all minimum requirements as referenced in section 2.4.1 above.

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 through <https://ecopass.rideuta.com> 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 www.tap2rideuta.com.

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. 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: _____
Address: _____
Phone: _____
Email: _____

Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101
801-741-8806
kkunkel@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.

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3.9 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.

3.10 INDEMNIFICATION. 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.

3.11 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.

3.12 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.

ADMINISTRATOR

By:

Signature Date

Title

UTAH TRANSIT AUTHORITY

By:

Signature Date

Title

By:

Signature Date

Title

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Fill out the following information so UTA can set-up an account.

Partner Name:
Address:
City / State / Zip Code:
Employees at this Address:
Dept./Division/Section/Group: _____

Section 2: Contact Information

Fill out the following information for the point person on this contract.

Contact Name:
Phone Number:
Email Address::
Title:
Department: _____

Section 3: Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

Primary Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number

Section 4: Billing Information

Fill out the following billing information.

Accounts Payable Contact

Name	Email Address	Phone Number
Name	Email Address	Phone Number

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input type="checkbox"/>	
USPS	<input type="checkbox"/>	
Invoicing Instructions:		

Form of Payment

Payment Type	Check One
ACH	<input 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 are available upon request.

Section 5: Programs and Pricing

Fill out the following information and select a pass program.

_____	_____	\$ _____
Number of Passes	Preferred Start Month	Total Contract Amount

Annual (Preferred) \$392

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

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Annual (Select) \$872

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 15 passes

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Monthly \$89

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 15 passes each month

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Daily \$6.40

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$1,000, whichever is greater.

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

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.

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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.

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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)

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Administrator is required to maintain the following card issuance records:

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- 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 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.

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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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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 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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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.

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MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Fare Contract - WageWorks ECO Pass	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize the renewal of Standard ECO Pass Contracts with WageWorks.	
BACKGROUND:	Resolution R2018-06-07 set ECO Pass contract pricing. This contract is being presented to the board because it exceeds \$200k in contract revenue.	
DISCUSSION:	This is an ECO Pass Agreement wherein WageWorks is allowed to purchase and issue discounted transit passes to their customers. WageWorks is a 3rd party benefits administrator who collects money on behalf of their clients to purchase transit pre-tax. They receive no discount off of the standard Eco Monthly Pass Pricing (\$89).	
CONTRACT SUMMARY:	Contractor Name: WageWorks	
	Contract Number: 18-2640AB-2	Existing Contract Value: \$234,841
	Base Contract Effective Dates: January 1- December 31, 2020	Extended Contract Dates:
	Amendment Amount: NA	New/Total Amount Contract Value: \$234,841
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	\$234,841 in revenue. This revenue is estimated based on the 2018 contract. We do not expect a change in revenue for 2019.	
ATTACHMENTS:	1) Contract	

ECO PASS AGREEMENT

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of January, 2020 (the “Effective Date”) by and between, WageWorks, 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”).

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;

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.

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 December 31, 2020.

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 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.

2.5 ACTIVATING PASSES 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.

2.6 PAYMENT FOR PASSES. Administrator shall pay UTA \$89.00 per Monthly Pass activated by Administrator. UTA will issue Administrator an invoice at the end of each month for all Passes activated during month. Payment is due by the 15th day of the month following the month in which passes were activated. 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. 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 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.

2.8 ADMINISTRATION OF PASS PROGRAM. Administrator authorizes the elections for the administration of the ECO Pass Program as indicated on Exhibit “A.”

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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. 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: _____
Address: _____
Phone: _____
Email: _____

Utah Transit Authority

Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101
801-741-8806
kkunkel@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 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.

3.9 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.

3.10 INDEMNIFICATION. 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.

3.11 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.

3.12 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.

ADMINISTRATOR

By:

Signature Date

Printed Name Title

UTAH TRANSIT AUTHORITY

By:

Signature Date

Carolyn Ganot, Executive Director
Printed Name Title

By:

Signature Date

Robert Biles, VP of Finance
Printed Name Title

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Fill out the following information so UTA can set-up an account.

Partner Name:
Address:
City / State / Zip Code:
Employees at this Address:
Dept./Division/Section/Group: _____

Section 2: Contact Information

Fill out the following information for the point person on this contract.

Contact Name:
Phone Number:
Email Address::
Title:
Department: _____

Section 3: Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

Primary Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number

Section 4: Billing Information

Fill out the following billing information.

Accounts Payable Contact

_____	_____	_____
Name	Email Address	Phone Number
_____	_____	_____
Name	Email Address	Phone Number

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input type="checkbox"/>	
USPS	<input type="checkbox"/>	
Invoicing Instructions:		

Form of Payment

Payment Type	Check One
ACH	<input 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 are available upon request.

Section 5: Programs and Pricing

Fill out the following information

Monthly \$89

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 15 passes each month

$$\frac{\text{Monthly Equivalent}}{\text{Months in Contract}} \times \text{Number of Passes} = \text{Prorated Amount} = \frac{\text{Total Contract Amount}}{\text{Number of Passes}}$$

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MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 6, 2019

SUBJECT:	Ski Bus Contract Pricing
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>Resolution R2018-06-07 contains approved ski bus service pricing. Ski bus service pricing is currently being handled using two separate pricing methodologies by the Ogden, Salt Lake and Timpanogos Business Units.</p> <p>As we work on a new UTA Fares Policy, the Board of Trustees will benefit from understanding the current pricing and providing feedback on future pricing.</p>
DISCUSSION:	Staff will provide a slide presentation on ski bus service contract pricing for the upcoming ski season. Feedback will also be solicited as it relates to pricing ski contracts in general.
ATTACHMENTS:	