

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



Wednesday, February 10, 2021, 9:00 a.m.

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

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

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

In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically.
- **Public Comment** may be given live during the meeting or through alternate means (see instructions below).
  - To give **live public comment** during the meeting:  
Use this link and follow the instructions to register for the meeting (you will need to provide your name and email address)
    - <https://rideuta.webex.com/rideuta/j.php?MTID=efc73e60c20c312dbc1c6b9ccd85c68e3>
    - Sign on to the WebEx meeting portal through the “join event” link provided in your email following approval of your registration.
    - Sign on 10 minutes prior to the meeting start time
    - Use the hand icon in the WebEx portal to indicate that you would like to give a comment
    - Comments are limited to 3 minutes per commenter.
  - Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - Comments submitted before 2:00 p.m. on Tuesday, February 9<sup>th</sup> will be distributed to board members prior to the meeting:
- Meeting proceedings may be viewed remotely through the WebEx meeting platform (see above) or YouTube live-streaming. <https://www.youtube.com/user/UTAride>

- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order and Opening Remarks</b>                               | <b>Chair Carlton Christensen</b> |
| <b>2. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>3. Public Comment</b>  | <b>Chair Carlton Christensen</b> |
| <b>4. Consent</b>   | <b>Chair Carlton Christensen</b> |
| a. Approval of January 27, 2021 Board Meeting Minutes                     |                                  |
| <b>5. Legislative Update</b>  | <b>Shule Bishop</b>              |
| <i>The board may make motions regarding UTA positions on legislation.</i> |                                  |
| <b>6. Agency Report</b>   | <b>Carolyn Gonot</b>             |
| a. Clear the Air Challenge  |                                  |

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

Live Streaming: <https://www.youtube.com/user/UTAride>

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- 7. Financial Report – December 2020** Bill Greene,  
Brad Armstrong
- 8. Resolutions**
- a. R2021-02-01 Authorizing the Handling of Funds, and the Investment and Disbursement of Monies Bill Greene, Emily Diaz
  - b. R2021-02-02 Designating Authorized Users for its Utah Public Treasurers’ Investment Fund Accounts Bill Greene, Emily Diaz
  - c. R2021-02-03 Request the Utah Department of Transportation to Use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project (3195 South Harrison Blvd, Ogden, Utah) Mary DeLoretto,  
Paul Drake
  - d. R2021-02-04 Authorizing Execution of Amendment No. 1 to an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Vineyard FrontRunner Station and Northern Utah County Double Tracking Project Mary DeLoretto
- 9. Contracts, Disbursements and Grants**
- a. Contract: 2019-2020 Terms of Participation (First Step House) Eddy Cumins, Ryan Taylor
  - b. Contract: 2019-2020 Terms of Participation (TURN Community Services) Eddy Cumins, Ryan Taylor
  - c. Change Order: Advertising Contract Extension (R&R Partners) Andrea Packer
- 10. Discussion Items**
- a. Continuous Improvement Team Report 2020 Alisha Garrett
- 11. Other Business** Chair Carlton Christensen
- a. Next Meeting: February 24, 2021 at 9:00 a.m.
- 12. Closed Session** Chair Carlton Christensen
- a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation
- 13. Adjourn** Chair Carlton Christensen
- 

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

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**UTAH TRANSIT AUTHORITY  
ELECTRONIC BOARD MEETING DETERMINATION**

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

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
2. Federal, state, and local health authorities have adopted guidelines which encourage institutions and individuals to limit in-person interactions and recommend increased virtual interactions.

This written determination takes effect on January 27, 2021, and is effective until midnight on February 26, 2021 and may be re-issued by future written determinations as deemed appropriate.

Dated this 22<sup>nd</sup> day of January 2021.

DocuSigned by:



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Carlton Christensen, Chair of the Board of Trustees

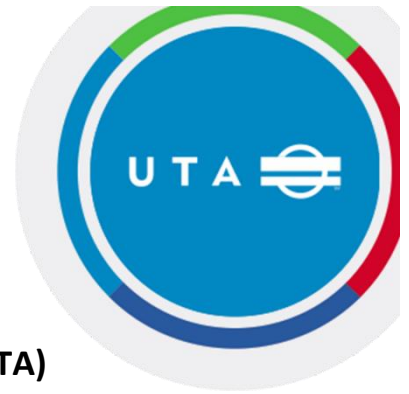


## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Approval of January 27, 2021 Board Meeting Minutes</b>  |
| <b>AGENDA ITEM TYPE:</b> | Consent  |
| <b>RECOMMENDATION:</b>   | Approve the minutes of the January 27, 2021 Board of Trustees meeting  |
| <b>BACKGROUND:</b>       | A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, January 27, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a> |
| <b>ATTACHMENTS:</b>      | 1) 2021-01-27_BOT_Minutes_unapproved   |



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held remotely via phone or video conference  
and broadcast live for the public via YouTube  
January 27, 2021**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook  
Jeff Acerson

Also participating were members of UTA staff.

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

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

**Public Comment.** Chair Christensen noted members of the public were invited to attend and comment during the live portion of the meeting; however, no live public comment was given. It was also noted that online public comment received was distributed to the board for review in advance of the meeting and is included in Appendix B to these minutes.

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

- a. Approval of January 8, 2021 Special Board Meeting Minutes
- b. Approval of January 13, 2021 Board Meeting Minutes
- c. Financial Advisor Services – Contract Correction (Zions Public Finance)

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

**Legislative Update.** Shule Bishop, UTA Government Relations Director, suggested the trustees take a position of support for SB113 Transportation Funding and Governance Amendments sponsored by Senator Harper, which updates language to allow an outgoing UTA trustee to continue serving until a replacement is confirmed.

A motion to support SB113 was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously.

Mr. Bishop recommended the board oppose SB61 Outdoor Advertising Amendments, which contains provisions expanding the use of electronic billboards. Staff believes certain provisions would devalue potential housing at transit-oriented development sites.

A motion to oppose SB61 was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

#### **Agency Report.**

**Apportionment for Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA).** Carolyn Gonot, UTA Executive Director, noted UTA will be receiving \$32,584,103 in CRRSAA funding. She also mentioned the agency has drawn down to date about \$96 million of its apportioned \$187 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

**UTA My BeUTAHful Community Student Art Competition.** Ms. Gonot was joined by Megan Waters, UTA Community Engagement Manager, and Sam Aramburu, UTA Community Relations Specialist. Ms. Aramburu spoke about a student art competition UTA is sponsoring with a number of external partners. The theme is “Meet Your Neighbor” and the competition is open to K-12 students throughout the state. Winners will have their artwork displayed on FrontRunner, TRAX, and buses.

Discussion ensued. Questions on the recognition of winners and initiative communications plan were posed by the board and answered by staff. Chair Christensen suggested considering awarding a summer youth pass to the winners.

**Federal Transit Administration (FTA) Public Transportation COVID-19 Research Demonstration Grant.** Ms. Gonot was joined by Ryan Taylor, UTA Special Services General Manager. Mr. Taylor indicated the \$508,200 FTA grant will be used to fund phase 2 of UTA’s eVoucher initiative. This initiative establishes an electronic, contactless payment system for volunteer driver reimbursement on qualifying trips. Phase 2 enhancements will make it possible for users to purchase a UTA mobile ticket or

transportation network company (TNC) fare and create a web portal and mobile application for clients.

Discussion ensued. Questions on accessing the program and opportunities for broader participation (e.g., by other transit or public service agencies) were posed by the board and answered by Mr. Taylor.

**Investment Report – Fourth Quarter 2020.** Bill Greene, UTA Chief Financial Officer, was joined by Emily Diaz, UTA Financial Services Administrator. Ms. Diaz reviewed UTA’s 2020 fourth quarter investments and benchmark comparisons.

Discussion ensued. Questions on rate forecasts and UTA’s distribution of funds across multiple accounts were posed by the board and answered by staff.

### **Resolutions.**

**R2021-01-07 Resolution Establishing the Authority’s Support of the Utah Compact on Racial Equity, Diversity, and Inclusion.** Ms. Gonot was joined by Kim Ulibarri, UTA Chief People Officer, and Nichol Bourdeaux, UTA Chief Planning & Engagement Officer. Ms. Gonot summarized the Utah Compact on Racial Equity, Diversity, and Inclusion. Ms. Ulibarri said the resolution defines and publicly demonstrates UTA’s commitment to creating a more inclusive community and workplace. Ms. Bourdeaux touched on specific ways the agency is advancing this effort.

Discussion ensued. Questions on consideration of these principles in policy review were posed by the board and answered by staff.

A motion to approve R2021-01-07 was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Acerson, and Chair Christensen.

### **Contracts, Disbursements, and Grants.**

**Contract: On-Call Infrastructure Maintenance (Stacy and Witbeck, Inc.).** Eddy Cumins, UTA Chief Operating Officer, was joined by David Hancock, UTA Director of Asset Management. Mr. Hancock requested the board authorize execution of a contract with Stacy and Witbeck, Inc. for on-call maintenance services. The term of the contract is three years with two one-year options and the total contract value, including options, is \$25,000,000.

Discussion ensued. Questions on determining the scope of projects applied to this contract and the competitiveness of the procurement process were posed by the board and answered by staff.

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

**Change Order: 2021 Transit Bus Replacement – Eighth Order (Gillig, LLC).** Mr. Cumins was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins requested the board approve a change order to the contract with Gillig, LLC in the amount of \$11,660,265 for the purchase of 23 diesel buses. The total contract value, including the change order, is \$71,545,409.

Discussion ensued. Questions on the propulsion system options available through this contract and fleet replacement strategy were posed by the board and answered by staff.

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

**Change Order: S70 Light Rail Vehicle Wraps (Turbo Images).** Mr. Cumins was joined by Mr. Stockley. Mr. Cumins requested the board approve a \$370,000 change order to the contract with Turbo Images for wraps on the S70 light rail vehicles. The total contract value, including the change order, is \$1,589,892.

Discussion ensued. Questions on the removal estimates included in the original request for proposal and inclusion of change order costs in the budget were posed by the board and answered by staff.

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

**Revenue Contract: Pass-Through Funds Agreement for Environmental Analysis (Point of the Mountain State Land Authority and Utah Department of Transportation).** Mary DeLoretto, UTA Chief Service Planning Officer, indicated the contract allows the pass-through of \$750,000 from the Transit Transportation Investment Fund (TTIF) to the Point of the Mountain State Land Authority to the Utah Department of Transportation and then to UTA for an environmental study at the Point of the Mountain.



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

**Other Business.**

**Next Meeting.** The next meeting of the board will take place on February 10, 2021 at 9:00 a.m.

**Closed Session.** Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation. A motion for a closed session was made by Trustee Acerson and seconded by Trustee Holbrook. The motion carried unanimously. Chair Christensen called for a short break at 10:07 a.m. and indicated the closed session would convene at 10:15 a.m.

**Open Session.** A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously and open session resumed at 10:40 a.m.

**Adjournment.** The meeting was adjourned at 10:41 a.m. by motion.

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

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/653189.html> for entire content.*

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

UNAPPROVED

## Appendix A

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### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

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

1. Due to the ongoing COVID -19 pandemic, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
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Dated this 22<sup>nd</sup> day of January 2021.

DocuSigned by:



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Carlton Christensen, Chair of the Board of Trustees

**Appendix B**  
**Online Public Comment**  
**to the**  
**Board of Trustees of the Utah Transit Authority (UTA)**  
**Board Meeting**  
**January 27, 2021**

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**Received on January 26, 2021 from George Chapman:**

I would like to emphasize that UTA's priority should be to expand bus service in Utah (restore bus service that was cut 30% - 20% if you say TRAX provided similar service).

The market for rail generally is higher income individuals that have access to new cars that are increasingly comfortable and enjoyable to drive. Workers that used to provide almost 20,000 passengers a day on FrontRunner now only provide 5000. Trying to capture that market will require billions (including billions electrifying FrontRunner which is needed to make use of the proposed double tracking).

On the other hand, UTA, if it focuses on bus service expansion, can attract significantly more riders with less dollar investment and per rider subsidy. In addition, those riders, without adequate bus service, will generally drive cheaper, older and much more polluting cars.

It is in the best interest of air quality and providing adequate public mass transit service, that UTA focus on bus service expansion before any projects. The hundreds of millions suggested for BRT and other projects could be more productively and environmentally used for bus service expansion.

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## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Legislative Update</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Report</b>  |
| <b>RECOMMENDATION:</b>   | Informational report for discussion. Make motions regarding UTA positions on legislation as needed.                |
| <b>DISCUSSION:</b>       | Shule Bishop, UTA Government Relations Director will report on transit-related issues before the Utah Legislature. |



# MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Agency Report</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Report</b>  |
| <b>RECOMMENDATION:</b>   | Informational report for discussion  |
| <b>DISCUSSION:</b>       | <p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none"><li>- Clear the Air Challenge</li></ul> |



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Brad Armstrong, Senior Manager Budget & Financial Analysis

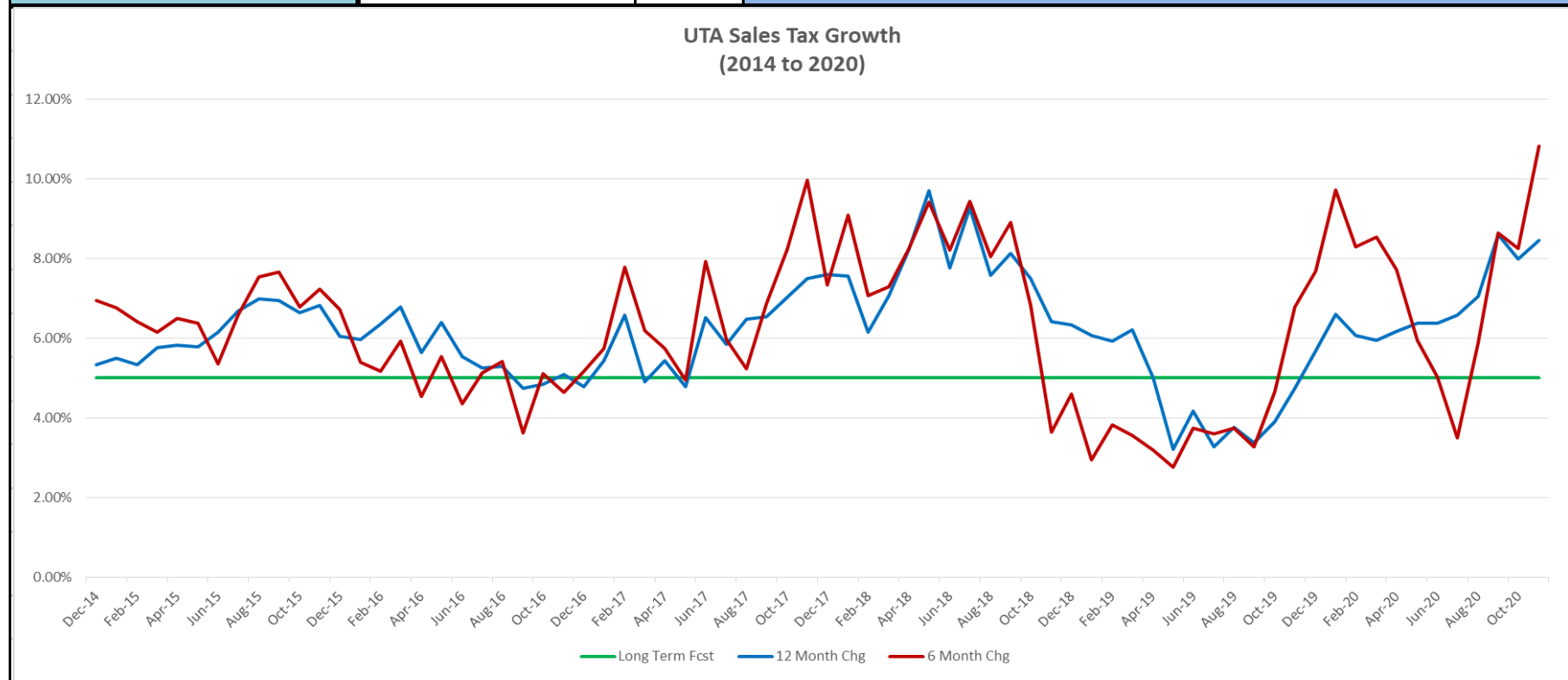
**BOARD MEETING DATE: February 10, 2021**

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Financial Report – December 2020</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Report</b>  |
| <b>RECOMMENDATION:</b>   | Informational report for discussion  |
| <b>BACKGROUND:</b>       | The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority’s financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The preliminary December 2020 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the preliminary December Monthly Financial Statements. These are preliminary numbers. Finalized year end statements for 2020 will be presented at a later date. |
| <b>DISCUSSION:</b>       | At the February 10, 2021 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.  |
| <b>ATTACHMENTS:</b>      | <ul style="list-style-type: none"><li>• Preliminary December 2020 Board Dashboard</li><li>• Preliminary 2020 Monthly Financial Statements</li></ul>  |

# UTA Board Dashboard

December Preliminary 2020

| <b>Financial Metrics</b>  | <i>Fav/</i>                  |            |                |           | <i>Fav/</i> |            |                |          |
|---------------------------|------------------------------|------------|----------------|-----------|-------------|------------|----------------|----------|
|                           | Dec Actual                   | Dec Budget | <i>(Unfav)</i> | %         | YTD Actual  | YTD Budget | <i>(Unfav)</i> | %        |
| Sales Tax (Nov '20 mm \$) | \$ 33.3                      | \$ 28.9    | \$ 4.37        | ● 15.1%   | \$ 324.3    | \$ 312.7   | \$ 11.60       | ● 3.7%   |
| Fare Revenue (mm)         | \$ 2.9                       | \$ 4.6     | \$ (1.66)      | ● -36.3%  | \$ 33.9     | \$ 55.2    | \$ (21.30)     | ● -38.6% |
| Operating Exp (mm)        | \$ 26.8                      | \$ 26.2    | \$ (0.57)      | ● -2.2%   | \$ 282.4    | \$ 310.7   | \$ 28.23       | ● 9.1%   |
| Subsidy Per Rider (SPR)   | \$ 15.42                     | \$ 5.88    | \$ (9.54)      | ● -162.2% | \$ 10.56    | \$ 5.88    | \$ (4.68)      | ● -79.6% |
| UTA Diesel Price (\$/gal) | \$ 1.85                      | \$ 2.50    | \$ 0.65        | ● 25.9%   | \$ 1.49     | \$ 2.50    | \$ 1.01        | ● 40.3%  |
| <b>Operating Metrics</b>  | Dec Actual                   | Dec-19     | F/ (UF)        | %         | YTD Actual  | YTD 2019   | F/ (UF)        | %        |
| Ridership (mm)            | 1.55                         | 3.48       | (1.9)          | ● -55.5%  | 23.53       | 44.24      | (20.7)         | ● -46.8% |
| <b>Alternative Fuels</b>  | CNG Price (Diesel Gal Equiv) |            | \$ 1.85        |           |             |            |                |          |



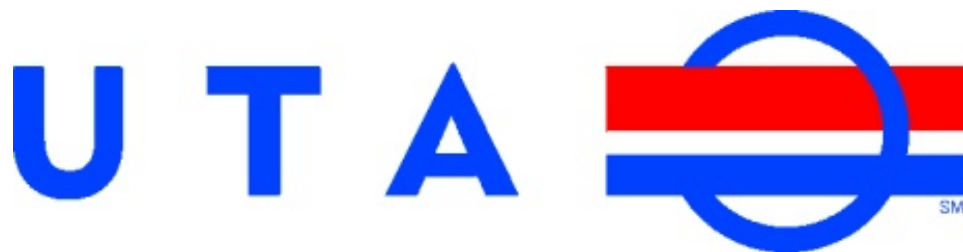


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

December 31, 2020  
Preliminary



SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of December 31, 2020 Preliminary

**BALANCE SHEET**

|  | <u>12/31/2020</u>              | <u>12/31/2019</u>              |
|--|--------------------------------|--------------------------------|
| <b>CURRENT ASSETS</b>                    |                                |                                |
| 1 Cash                                   | \$ 10,697,723                  | \$ 43,010,615                  |
| 2 Investments (Unrestricted)             | 190,015,016                    | 79,129,069                     |
| 3 Investments (Restricted)               | 158,421,699                    | 169,852,058                    |
| 4 Receivables                            | 71,885,817                     | 76,656,336                     |
| 5 Receivables - Federal Grants           | 18,058,298                     | 16,963,742                     |
| 6 Inventories                            | 34,484,685                     | 36,043,834                     |
| 7 Prepaid Expenses                       | 3,024,259                      | 2,299,133                      |
| <b>8 TOTAL CURRENT ASSETS</b>            | <b><u>\$ 486,587,497</u></b>   | <b><u>\$ 423,954,787</u></b>   |
| 9 Property, Plant & Equipment (Net)      | 2,874,349,694                  | 2,949,391,911                  |
| 10 Other Assets                          | 153,701,533                    | 132,342,449                    |
| <b>11 TOTAL ASSETS</b>                   | <b><u>\$ 3,514,638,724</u></b> | <b><u>\$ 3,505,689,147</u></b> |
| 12 Current Liabilities                   | 42,934,003                     | 83,812,739                     |
| 13 Other Liabilities                     | 14,216,722                     | 29,755,000                     |
| 14 Net Pension Liability                 | 103,864,839                    | 103,864,839                    |
| 15 Outstanding Debt                      | 2,449,665,971                  | 2,415,488,275                  |
| 16 Equity                                | 903,957,189                    | 872,768,294                    |
| <b>17 TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>\$ 3,514,638,724</u></b> | <b><u>\$ 3,505,689,147</u></b> |

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

|  |                              |                              |
|--|------------------------------|------------------------------|
| <b>RESTRICTED RESERVES</b>                                     |                              |                              |
| 18 Debt Service Reserves                                       | 117,506                      | 31,062,680                   |
| 19 2010/2015 Bond DSR Proceeds                                 | 13,090,406                   |                              |
| 20 2018 Bond Proceeds  | 20,286,350                   | 27,667,805                   |
| 21 2019 Bond Proceeds  | 69,608,458                   | 70,923,284                   |
| 22 Debt Service Interest Payable                               | 16,972,559                   | 13,844,162                   |
| 23 Risk Contingency Fund                                       | 8,017,724                    | 7,932,069                    |
| 24 Box Elder County ROW (sales tax)                            | 7,197,178                    | 6,778,351                    |
| 25 Joint Insurance Trust                                       | 7,587,267                    | 4,596,492                    |
| 26 Davis County Escrow   | 1,151,201                    | 1,229,420                    |
| 27 SL County Escrow  | 208,132                      | 401,881                      |
| 28 Amounts held in escrow                                      | 14,184,918                   | 5,415,914                    |
| <b>29 TOTAL RESTRICTED RESERVES</b>                            | <b><u>\$ 158,421,699</u></b> | <b><u>\$ 169,852,058</u></b> |
| <b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>                 |                              |                              |
| 30 General Reserves  | 58,778,000                   | \$ 36,660,000                |
| 31 Service Sustainability Reserves                             | 9,796,000                    | 9,166,000                    |
| 32 Capital Reserve   | 44,338,000                   | 10,700,000                   |
| 33 Debt Reduction Reserve                                      | 30,000,000                   | 71,341,000                   |
| <b>34 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>        | <b><u>\$ 142,912,000</u></b> | <b><u>\$ 127,867,000</u></b> |
| <b>35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b> | <b><u>\$ 301,333,699</u></b> | <b><u>\$ 297,719,058</u></b> |

KEY ITEM REPORT  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-1

|  | 2020<br>YTD<br>ACTUAL | 2020<br>YTD<br>BUDGET | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | %<br>FAVORABLE<br>(UNFAVORABLE) |
|--|-----------------------|-----------------------|--|---------------------------------|
| 1 Sales Tax                                | \$ 352,704,463        | \$ 346,750,898        | \$ 5,953,565                           | 2%                              |
| 2 Passenger Revenue                        | 33,885,233            | 55,182,000            | (21,296,767)                           | -39%                            |
| 3 Other Revenue                            | 175,542,959           | 89,376,000            | 86,166,959                             | 96%                             |
| 4 <b>Total Revenue</b>                     | <b>562,132,655</b>    | <b>491,308,898</b>    | <b>70,823,757</b>                      | <b>14%</b>                      |
| 5 Net Operating Expenses                   | (282,449,234)         | (310,679,999)         | 28,230,765                             | 9%                              |
| 6 <b>Net Operating Income (Loss)</b>       | <b>279,683,421</b>    | <b>180,628,899</b>    | <b>99,054,522</b>                      | <b>55%</b>                      |
| 7 Debt Service                             | 131,617,244           | 135,984,213           | 4,366,969                              | 3%                              |
| 8 Other Non-Operating Expenses             | 4,867,860             | 6,444,000             | 1,576,140                              | 24%                             |
| 9 Sale of Assets                           | (749,190)             | -                     | 749,190                                |                                 |
| 10 <b>Contribution to Capital Reserves</b> | <b>\$ 143,947,507</b> | <b>\$ 38,200,686</b>  | <b>\$ 105,746,821</b>                  | <b>277%</b>                     |
| 11 Amortization                            | (1,430,956)           |                       |  |                                 |
| 12 Depreciation                            | 140,610,203           |                       |  |                                 |
| 13 <b>Total Non-cash Items</b>             | <b>\$ 139,179,247</b> |                       |  |                                 |

GOALS

RIDERSHIP

| 2019 Actual   | December 2020 | December 2019 | Difference | 2020 YTD   | 2019 YTD   | Difference  |
|---------------|---------------|---------------|------------|------------|------------|-------------|
| 14 44,239,223 | 1,547,448     | 3,480,249     | -1,932,800 | 23,530,441 | 44,239,223 | -20,708,782 |

OPERATING SUBSIDY PER RIDER -

|                            | SPR             |
|----------------------------|-----------------|
| 15 Net Operating Expense   | \$ 282,449,234  |
| 16 Less: Passenger Revenue | - (33,885,233)  |
| 17 Subtotal                | 248,564,001     |
| 18 Divided by: Ridership   | ÷ 23,530,441    |
| 19 Subsidy per Rider       | <u>\$ 10.56</u> |

## SUMMARY FINANCIAL DATA

(UNAUDITED)

As of December 31, 2020 Preliminary

EXHIBIT 1-3

## REVENUE &amp; EXPENSES

|  | ACTUAL<br>Dec-20     | ACTUAL<br>Dec-19     | YTD<br>2020           | YTD<br>2019           |
|--|----------------------|----------------------|-----------------------|-----------------------|
| <b>REVENUE</b>                             |                      |                      |                       |                       |
| 1 Passenger Revenue                        | \$ 2,903,867         | \$ 4,555,359         | \$ 33,885,233         | \$ 53,432,249         |
| 2 Advertising Revenue                      | (110,000)            | 208,333              | 2,035,000             | 2,462,500             |
| 3 Investment Revenue                       | 308,077              | 830,816              | 3,520,646             | 6,821,490             |
| 4 Sales Tax                                | 35,326,572           | 34,918,422           | 352,704,463           | 314,919,638           |
| 5 Other Revenue                            | 615,750              | 794,234              | 10,191,896            | 13,122,530            |
| 6 Fed Operations/Preventative Maint.       | 15,565,274           | 2,818,539            | 159,795,417           | 65,304,804            |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 54,609,540</b> | <b>\$ 44,125,703</b> | <b>\$ 562,132,655</b> | <b>\$ 456,063,211</b> |
| <b>OPERATING EXPENSE</b>                   |                      |                      |                       |                       |
| 8 Bus Service                              | \$ 10,466,604        | \$ 10,113,372        | \$ 103,507,061        | \$ 104,608,703        |
| 9 Commuter Rail                            | 1,992,656            | 2,046,447            | 21,455,319            | 24,199,802            |
| 10 Light Rail                              | 3,950,615            | 2,448,904            | 35,543,630            | 36,024,479            |
| 11 Maintenance of Way                      | 620,685              | 1,075,595            | 16,796,386            | 17,484,106            |
| 12 Paratransit Service                     | 2,089,337            | 2,382,485            | 22,482,235            | 22,992,934            |
| 13 RideShare/Van Pool Services             | 300,186              | 299,577              | 3,259,522             | 3,231,968             |
| 14 Operations Support                      | 3,915,195            | 4,152,632            | 46,905,975            | 46,945,898            |
| 15 Administration                          | 3,433,637            | 2,887,834            | 32,499,106            | 29,049,912            |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 26,768,915</b> | <b>\$ 25,406,846</b> | <b>\$ 282,449,234</b> | <b>\$ 284,537,802</b> |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 27,840,625</b> | <b>\$ 18,718,857</b> | <b>\$ 279,683,421</b> | <b>\$ 171,525,409</b> |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                      |                      |                       |                       |
| 18 Planning & Development                  | \$ 397,104           | \$ 419,348           | \$ 4,867,860          | \$ 4,722,962          |
| 19 Bond Principal                          | 623,333              | 166,663              | 31,200,000            | 16,608,239            |
| 20 Bond Interest                           | 2,835,524            | 8,115,753            | 88,278,112            | 95,266,310            |
| 21 Bond Interest UTCT                      | 175,557              | 166,223              | 2,001,438             | 1,994,676             |
| 22 Bond Cost of Issuance/Fees              | (114,221)            | (28,850)             | 1,475,030             | 1,307,139             |
| 23 Lease Cost                              | 660,640              | 651,420              | 8,662,664             | 8,145,937             |
| 24 Sale of Assets                          | 808,750              | (3,208)              | (749,190)             | (1,604,377)           |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 5,386,687</b>  | <b>\$ 9,321,126</b>  | <b>\$ 135,735,914</b> | <b>\$ 126,440,886</b> |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 22,453,938</b> | <b>\$ 9,397,731</b>  | <b>\$ 143,947,507</b> | <b>\$ 45,084,523</b>  |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                      |                      |                       |                       |
| 27 Bond Premium/Discount Amortization      | (384,172)            | (1,029,275)          | (6,211,249)           | (14,968,547)          |
| 28 Bond Refunding Cost Amortization        | 295,126              | 609,799              | 3,969,379             | 8,041,133             |
| 29 Future Revenue Cost Amortization        | 67,576               | 67,576               | 810,914               | 810,914               |
| 30 Depreciation                            | 5,558,217            | 11,258,349           | 140,610,203           | 143,247,573           |
| 31 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 5,536,747</b>  | <b>\$ 10,906,449</b> | <b>\$ 139,179,247</b> | <b>\$ 137,131,073</b> |

CURRENT MONTH

|  | ACTUAL               | BUDGET               | VARIANCE                   | %                          |
|--|----------------------|----------------------|----------------------------|----------------------------|
|  | Dec-20               | Dec-20               | FAVORABLE<br>(UNFAVORABLE) | FAVORABLE<br>(UNFAVORABLE) |
| <b>REVENUE</b>                             |                      |                      |                            |                            |
| 1 Passenger Revenue                        | \$ 2,903,867         | \$ 4,560,009         | \$ (1,656,142)             | -36%                       |
| 2 Advertising Revenue                      | (110,000)            | 210,597              | (320,597)                  | -152%                      |
| 3 Investment Revenue                       | 308,077              | 775,155              | (467,078)                  | -60%                       |
| 4 Sales Tax                                | 35,326,572           | 33,892,267           | 1,434,305                  | 4%                         |
| 5 Other Revenue                            | 615,750              | 738,214              | (122,464)                  | -17%                       |
| 6 Fed Operations/Preventative Maint.       | 15,565,274           | 4,961,027            | 10,604,247                 | 214%                       |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 54,609,540</b> | <b>\$ 45,137,269</b> | <b>\$ 9,472,271</b>        | <b>21%</b>                 |
| <b>OPERATING EXPENSE</b>                   |                      |                      |                            |                            |
| 8 Bus Service                              | \$ 10,466,604        | \$ 9,328,807         | \$ (1,137,797)             | -12%                       |
| 9 Commuter Rail                            | 1,992,656            | 2,168,707            | 176,051                    | 8%                         |
| 10 Light Rail                              | 3,950,615            | 3,175,362            | (775,253)                  | -24%                       |
| 11 Maintenance of Way                      | 620,685              | 1,601,230            | 980,545                    | 61%                        |
| 12 Paratransit Service                     | 2,089,337            | 2,139,549            | 50,212                     | 2%                         |
| 13 RideShare/Van Pool Services             | 300,186              | 274,752              | (25,434)                   | -9%                        |
| 14 Operations Support                      | 3,915,195            | 4,188,746            | 273,551                    | 7%                         |
| 15 Administration                          | 3,433,637            | 3,322,997            | (110,640)                  | -3%                        |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 26,768,915</b> | <b>\$ 26,200,150</b> | <b>\$ (568,765)</b>        | <b>-2%</b>                 |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 27,840,625</b> | <b>\$ 18,937,119</b> | <b>\$ 8,903,506</b>        | <b>47%</b>                 |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                      |                      |                            |                            |
| 18 Planning & Development                  | \$ 397,104           | \$ 495,538           | \$ 98,434                  | 20%                        |
| 19 Bond Principal                          | 623,333              | 36,667               | (586,666)                  | -1600%                     |
| 20 Bond Interest                           | 2,835,524            | 7,125,456            | 4,289,932                  | 60%                        |
| 21 Bond Interest UTCT                      |                      | 3,860,274            | 3,860,274                  | 100%                       |
| 22 Bond Cost of Issuance/Fees              | (114,221)            | 7,351                | 121,572                    | 1654%                      |
| 23 Lease Cost                              | 660,640              | 790,300              | 129,660                    | 16%                        |
| 24 Sale of Assets                          | 808,750              | -                    | (808,750)                  |                            |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 5,211,130</b>  | <b>\$ 12,315,586</b> | <b>\$ 7,104,456</b>        | <b>58%</b>                 |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 22,629,495</b> | <b>\$ 6,621,533</b>  | <b>\$ 16,007,962</b>       | <b>-242%</b>               |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                      |                      |                            |                            |
| 27 Bond Premium/Discount Amortization      | (384,172)            |                      |                            |                            |
| 28 Bond Refunding Cost Amortization        | 295,126              |                      |                            |                            |
| 29 Future Revenue Cost Amortization        | 67,576               |                      |                            |                            |
| 30 Depreciation                            | 5,558,217            |                      |                            |                            |
| 31 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 5,536,747</b>  |                      |                            |                            |

ACTUAL REPORT  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-4A

CURRENT MONTH

|  | ACTUAL               | BUDGET               | VARIANCE                   | %                          |
|--|----------------------|----------------------|----------------------------|----------------------------|
|  | Dec-20               | Dec-20               | FAVORABLE<br>(UNFAVORABLE) | FAVORABLE<br>(UNFAVORABLE) |
| <b>OPERATING EXPENSE</b>                         |                      |                      |                            |                            |
| 1 Board of Trustees                              | \$ 197,817           | \$ 210,744           | \$ 12,927                  | 6%                         |
| 2 Chief Communications and Marketing Officer     | 698,281              | 885,982              | 187,701                    | 21%                        |
| 3 Chief Finance Officer                          | 901,897              | 1,093,571            | 191,674                    | 18%                        |
| 4 Chief Operating Officer                        | 21,760,673           | 21,170,765           | (589,908)                  | -3%                        |
| 5 Chief People Officer                           | 610,419              | 673,004              | 62,585                     | 9%                         |
| 6 Chief Service Development Officer              | 464,257              | 584,464              | 120,207                    | 21%                        |
| 7 Executive Director                             | 2,532,675            | 2,077,158            | (455,517)                  | -22%                       |
| <b>8 TOTAL OPERATING EXPENSE</b>                 | <b>\$ 27,166,019</b> | <b>\$ 26,695,688</b> | <b>\$ (470,331)</b>        | <b>-2%</b>                 |
| 9 Total Operating Expense (Exhibit 1-4 line 16)  | 26,768,915           | \$ 26,200,150        |                            |                            |
| 10 Planning & Development (Exhibit 1-4, line 18) | 397,104              | \$ 495,538           |                            |                            |
| <b>11 TOTAL EXHIBIT 1-4A</b>                     | <b>\$ 27,166,019</b> | <b>\$ 26,695,688</b> |                            |                            |

BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-5

YEAR TO DATE

|  | ACTUAL<br>Dec-20      | BUDGET<br>Dec-20      | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | %<br>FAVORABLE<br>(UNFAVORABLE) |
|--|-----------------------|-----------------------|--|---------------------------------|
| <b>REVENUE</b>                             |                       |                       |  |                                 |
| 1 Passenger Revenue                        | \$ 33,885,233         | \$ 55,182,000         | \$ (21,296,767)                        | -39%                            |
| 2 Advertising Revenue                      | 2,035,000             | 2,517,000             | (482,000)                              | -19%                            |
| 3 Investment Revenue                       | 3,520,646             | 7,577,000             | (4,056,354)                            | -54%                            |
| 4 Sales Tax                                | 352,704,463           | 346,750,898           | 5,953,565                              | 2%                              |
| 5 Other Revenue                            | 10,191,896            | 11,371,000            | (1,179,104)                            | -10%                            |
| 6 Fed Operations/Preventative Maint.       | 159,795,417           | 67,911,000            | 91,884,417                             | 135%                            |
| 7 <b>TOTAL REVENUE</b>                     | <b>\$ 562,132,655</b> | <b>\$ 491,308,898</b> | <b>\$ 70,823,757</b>                   | <b>14%</b>                      |
| <b>OPERATING EXPENSE</b>                   |                       |                       |  |                                 |
| 8 Bus Service                              | \$ 103,507,061        | \$ 108,889,000        | \$ 5,381,939                           | 5%                              |
| 9 Commuter Rail                            | 21,455,319            | 26,005,780            | 4,550,461                              | 17%                             |
| 10 Light Rail                              | 35,543,630            | 38,092,266            | 2,548,636                              | 7%                              |
| 11 Maintenance of Way                      | 16,796,386            | 18,821,953            | 2,025,567                              | 11%                             |
| 12 Paratransit Service                     | 22,482,235            | 24,887,000            | 2,404,765                              | 10%                             |
| 13 RideShare/Van Pool Services             | 3,259,522             | 3,298,000             | 38,478                                 | 1%                              |
| 14 Operations Support                      | 46,905,975            | 50,331,000            | 3,425,025                              | 7%                              |
| 15 Administration                          | 32,499,106            | 40,355,000            | 7,855,894                              | 19%                             |
| 16 <b>TOTAL OPERATING EXPENSE</b>          | <b>\$ 282,449,234</b> | <b>\$ 310,679,999</b> | <b>\$ 28,230,765</b>                   | <b>9%</b>                       |
| 17 <b>NET OPERATING INCOME (LOSS)</b>      | <b>\$ 279,683,421</b> | <b>\$ 180,628,899</b> | <b>\$ 99,054,522</b>                   | <b>55%</b>                      |
| <b>NON-OPERATING EXPENSE (REVENUE)</b>     |                       |                       |  |                                 |
| 18 Planning & Development                  | \$ 4,867,860          | \$ 6,444,000          | \$ 1,576,140                           | 24%                             |
| 19 Bond Principal                          | 31,200,000            | 25,920,000            | (5,280,000)                            | -20%                            |
| 20 Bond Interest                           | 88,278,112            | 93,303,314            | 5,025,202                              | 5%                              |
| 21 Bond Interest UTCT                      | 2,001,438             | 7,209,651             | 5,208,213                              | 72%                             |
| 22 Bond Cost of Issuance/Fees              | 1,475,030             | 67,651                | (1,407,379)                            | -2080%                          |
| 23 Lease Cost                              | 8,662,664             | 9,483,597             | 820,933                                | 9%                              |
| 24 Sale of Assets                          | (749,190)             | -                     | 749,190                                |                                 |
| 25 <b>TOTAL NON-OPERATING EXPENSE</b>      | <b>\$ 135,735,914</b> | <b>\$ 142,360,562</b> | <b>\$ 6,624,648</b>                    | <b>5%</b>                       |
| 26 <b>CONTRIBUTION TO CAPITAL RESERVES</b> | <b>\$ 143,947,507</b> | <b>\$ 38,268,337</b>  | <b>\$ 105,679,170</b>                  | <b>-276%</b>                    |
| <b>OTHER EXPENSES (NON-CASH)</b>           |                       |                       |  |                                 |
| 27 Bond Premium/Discount Amortization      | (6,211,249)           |                       |  |                                 |
| 28 Bond Refunding Cost Amortization        | 3,969,379             |                       |  |                                 |
| 29 Future Revenue Cost Amortization        | 810,914               |                       |  |                                 |
| 30 Depreciation                            | 140,610,203           |                       |  |                                 |
| 31 <b>NET OTHER EXPENSES (NON-CASH)</b>    | <b>\$ 139,179,247</b> |                       |  |                                 |

BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-5A

YEAR TO DATE

|  | ACTUAL                | BUDGET                | VARIANCE                   | %                          |
|--|-----------------------|-----------------------|----------------------------|----------------------------|
|  | Dec-20                | Dec-20                | FAVORABLE<br>(UNFAVORABLE) | FAVORABLE<br>(UNFAVORABLE) |
| <b>OPERATING EXPENSE</b>                         |                       |                       |                            |                            |
| 1 Board of Trustees                              | \$ 2,497,217          | \$ 2,786,780          | \$ 289,563                 | 10%                        |
| 2 Chief Communications and Marketing Officer     | 8,495,637             | 10,643,871            | 2,148,234                  | 20%                        |
| 3 Chief Finance Officer                          | 11,129,976            | 13,270,288            | 2,140,312                  | 16%                        |
| 4 Chief Operating Officer                        | 231,324,151           | 249,777,795           | 18,453,644                 | 7%                         |
| 5 Chief People Officer                           | 6,460,523             | 8,074,921             | 1,614,398                  | 20%                        |
| 6 Chief Service Development Officer              | 5,916,999             | 7,512,388             | 1,595,389                  | 21%                        |
| 7 Executive Director                             | 21,492,591            | 25,057,956            | 3,565,365                  | 14%                        |
| 8 <b>TOTAL OPERATING EXPENSE</b>                 | <u>\$ 287,317,094</u> | <u>\$ 317,123,999</u> | <u>\$ 29,806,905</u>       | <b>9%</b>                  |
| 9 Total Operating Expense (Exhibit 1-5, line 16) | 282,449,234           | 310,679,999           |                            |                            |
| 10 Planning & Development (Exhibit 1-5, line 18) | 4,867,860             | 6,444,000             |                            |                            |
| 11 <b>TOTAL EXHIBIT 1-5</b>                      | <u>\$ 287,317,094</u> | <u>\$ 317,123,999</u> |                            |                            |



CAPITAL PROJECTS  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-6

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|   | 2020<br>ACTUAL       | ANNUAL<br>BUDGET      | PERCENT |
|---|----------------------|-----------------------|---------|
| <b>EXPENSES</b>                           |                      |                       |         |
| 1 REVENUE AND NON-REVENUE VEHICLES        | \$ 13,456,778        | \$ 34,827,260         | 38.6%   |
| 2 INFORMATION TECHNOLOGY                  | 3,456,570            | 10,410,812            | 33.2%   |
| 3 FACILITIES, MAINTENANCE & ADMIN. EQUIP. | 2,501,882            | 3,617,041             | 69.2%   |
| 4 CAPITAL PROJECTS                        | 19,635,609           | 86,526,635            | 22.7%   |
| 5 AIRPORT STATION RELOCATION              | 8,113,469            | 11,000,000            | 73.8%   |
| 6 STATE OF GOOD REPAIR                    | 21,528,854           | 26,112,394            | 82.4%   |
| 7 DEPOT DISTRICT                          | 12,007,475           | 25,000,000            | 48.0%   |
| 8 OGDEN/WEBER STATE BRT                   | 6,814,993            | 15,250,000            | 44.7%   |
| 9 TIGER                                   | 5,187,959            | 11,116,270            | 46.7%   |
| 10 TOTAL                                  | <u>\$ 92,703,590</u> | <u>\$ 223,860,412</u> | 41.4%   |
| <b>REVENUES</b>                           |                      |                       |         |
| 11 GRANT                                  | \$ 18,255,044        | \$ 65,041,579         | 28.1%   |
| 12 STATE CONTRIBUTION                     | 4,846,820            | 9,050,000             | 53.6%   |
| 13 LEASES (PAID TO DATE)                  | 8,444,996            | 32,890,628            | 25.7%   |
| 14 BONDS                                  | 17,415,554           | 32,859,530            | 53.0%   |
| 15 LOCAL PARTNERS                         | 3,940,079            | 21,136,839            | 18.6%   |
| 16 UTA FUNDING                            | 39,801,098           | 62,881,836            | 63.3%   |
| 17 TOTAL                                  | <u>\$ 92,703,590</u> | <u>\$ 223,860,412</u> | 41.4%   |

FAREBOX RECOVERY & SPR  
(UNAUDITED)  
As of December 31, 2020 Preliminary

EXHIBIT 1-7

BY SERVICE

|                              | CURRENT MONTH |            | YEAR TO DATE |             |
|------------------------------|---------------|------------|--------------|-------------|
|                              | Dec-20        | Dec-19     | 2020         | 2019        |
| <b>UTA</b>                   |               |            |              |             |
| Fully Allocated Costs        | 26,768,916    | 25,406,846 | 282,449,235  | 284,537,802 |
| Passenger Farebox Revenue    | 2,903,910     | 4,020,191  | 33,885,276   | 52,649,152  |
| Passengers                   | 1,547,448     | 3,480,249  | 23,530,441   | 44,239,223  |
| Farebox Recovery Ratio       | 10.8%         | 15.8%      | 12.0%        | 18.5%       |
| Actual Subsidy per Rider     | \$15.42       | \$6.15     | \$10.56      | \$5.24      |
| <b>BUS SERVICE</b>           |               |            |              |             |
| Fully Allocated Costs        | 13,686,400    | 13,193,044 | 138,169,759  | 139,485,887 |
| Passenger Farebox Revenue    | 1,487,842     | 1,703,908  | 15,548,490   | 20,152,245  |
| Passengers                   | 836,107       | 1,542,221  | 12,142,865   | 20,303,086  |
| Farebox Recovery Ratio       | 10.9%         | 12.9%      | 11.3%        | 14.4%       |
| Actual Subsidy per Rider     | \$14.59       | \$7.45     | \$10.10      | \$5.88      |
| <b>LIGHT RAIL SERVICE</b>    |               |            |              |             |
| Fully Allocated Costs        | 7,032,775     | 5,757,210  | 76,436,624   | 76,257,331  |
| Passenger Farebox Revenue    | 634,093       | 773,479    | 8,562,153    | 14,133,603  |
| Passengers                   | 536,648       | 1,394,138  | 8,247,366    | 16,871,929  |
| Farebox Recovery Ratio       | 9.0%          | 13.4%      | 11.2%        | 18.5%       |
| Actual Subsidy per Rider     | \$11.92       | \$3.57     | \$8.23       | \$3.68      |
| <b>COMMUTER RAIL SERVICE</b> |               |            |              |             |
| Fully Allocated Costs        | 3,233,698     | 3,364,432  | 37,479,316   | 38,237,855  |
| Passenger Farebox Revenue    | 368,674       | 673,753    | 5,407,000    | 10,394,305  |
| Passengers                   | 107,337       | 410,299    | 2,024,524    | 5,193,880   |
| Farebox Recovery Ratio       | 11.4%         | 20.0%      | 14.4%        | 27.2%       |
| Actual Subsidy per Rider     | \$26.69       | \$6.56     | \$15.84      | \$5.36      |
| <b>PARATRANSIT</b>           |               |            |              |             |
| Fully Allocated Costs        | 2,289,702     | 2,559,767  | 24,659,552   | 25,070,333  |
| Passenger Farebox Revenue    | 157,561       | 528,636    | 1,010,913    | 4,040,873   |
| Passengers                   | 28,030        | 61,535     | 413,600      | 805,121     |
| Farebox Recovery Ratio       | 6.9%          | 20.7%      | 4.1%         | 16.1%       |
| Actual Subsidy per Rider     | \$76.07       | \$33.01    | \$57.18      | \$26.12     |
| <b>RIDESHARE</b>             |               |            |              |             |
| Fully Allocated Costs        | 526,340       | 532,393    | 5,703,985    | 5,486,396   |
| Passenger Farebox Revenue    | 255,740       | 340,416    | 3,356,721    | 3,928,127   |
| Passengers                   | 39,326        | 72,056     | 702,087      | 1,065,208   |
| Farebox Recovery Ratio       | 48.6%         | 63.9%      | 58.8%        | 71.6%       |
| Actual Subsidy per Rider     | \$6.88        | \$2.66     | \$3.34       | \$1.46      |

BY TYPE

|                                  | CURRENT MONTH       |                     | YEAR TO DATE         |                      |
|----------------------------------|---------------------|---------------------|----------------------|----------------------|
|                                  | Dec-20              | Dec-19              | 2020                 | 2019                 |
| <b>FULLY ALLOCATED COSTS</b>     |                     |                     |                      |                      |
| Bus Service                      | \$13,686,400        | \$13,193,044        | \$138,169,759        | \$139,485,887        |
| Light Rail Service               | \$7,032,775         | \$5,757,210         | \$76,436,624         | \$76,257,331         |
| Commuter Rail Service            | \$3,233,698         | \$3,364,432         | \$37,479,316         | \$38,237,855         |
| Paratransit                      | \$2,289,702         | \$2,559,767         | \$24,659,552         | \$25,070,333         |
| Rideshare                        | \$526,340           | \$532,393           | \$5,703,985          | \$5,486,396          |
| <b>UTA</b>                       | <b>\$26,768,916</b> | <b>\$25,406,846</b> | <b>\$282,449,235</b> | <b>\$284,537,802</b> |
| <b>PASSENGER FAREBOX REVENUE</b> |                     |                     |                      |                      |
| Bus Service                      | \$1,487,842         | \$1,703,908         | \$15,548,490         | \$20,152,245         |
| Light Rail Service               | \$634,093           | \$773,479           | \$8,562,153          | \$14,133,603         |
| Commuter Rail Service            | \$368,674           | \$673,753           | \$5,407,000          | \$10,394,305         |
| Paratransit                      | \$157,561           | \$528,636           | \$1,010,913          | \$4,040,873          |
| Rideshare                        | \$255,740           | \$340,416           | \$3,356,721          | \$3,928,127          |
| <b>UTA</b>                       | <b>\$2,903,910</b>  | <b>\$4,020,191</b>  | <b>\$33,885,276</b>  | <b>\$52,649,152</b>  |
| <b>PASSENGERS</b>                |                     |                     |                      |                      |
| Bus Service                      | 836,107             | 1,542,221           | 12,142,865           | 20,303,086           |
| Light Rail Service               | 536,648             | 1,394,138           | 8,247,366            | 16,871,929           |
| Commuter Rail Service            | 107,337             | 410,299             | 2,024,524            | 5,193,880            |
| Paratransit                      | 28,030              | 61,535              | 413,600              | 805,121              |
| Rideshare                        | 39,326              | 72,056              | 702,087              | 1,065,208            |
| <b>UTA</b>                       | <b>1,547,448</b>    | <b>3,480,249</b>    | <b>23,530,441</b>    | <b>44,239,223</b>    |
| <b>FAREBOX RECOVERY RATIO</b>    |                     |                     |                      |                      |
| Bus Service                      | 10.9%               | 12.9%               | 11.3%                | 14.4%                |
| Light Rail Service               | 9.0%                | 13.4%               | 11.2%                | 18.5%                |
| Commuter Rail Service            | 11.4%               | 20.0%               | 14.4%                | 27.2%                |
| Paratransit                      | 6.9%                | 20.7%               | 4.1%                 | 16.1%                |
| Rideshare                        | 48.6%               | 63.9%               | 58.8%                | 71.6%                |
| <b>UTA</b>                       | <b>10.8%</b>        | <b>15.8%</b>        | <b>12.0%</b>         | <b>18.5%</b>         |
| <b>ACTUAL SUBSIDY PER RIDER</b>  |                     |                     |                      |                      |
| Bus Service                      | \$14.59             | \$7.45              | \$10.10              | \$5.88               |
| Light Rail Service               | \$11.92             | \$3.57              | \$8.23               | \$3.68               |
| Commuter Rail Service            | \$26.69             | \$6.56              | \$15.84              | \$5.36               |
| Paratransit                      | \$76.07             | \$33.01             | \$57.18              | \$26.12              |
| Rideshare                        | \$6.88              | \$2.66              | \$3.34               | \$1.46               |
| <b>UTA</b>                       | <b>\$15.42</b>      | <b>\$6.15</b>       | <b>\$10.56</b>       | <b>\$5.24</b>        |

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of December 31, 2020 Preliminary

| Classification                     | Total                | Current              | 31-60 Days       | 61-90 Days        | 90-120 Days         | Over 120 Days       |
|------------------------------------|----------------------|----------------------|------------------|-------------------|---------------------|---------------------|
| 1 Federal Government <sup>1</sup>  | \$ 18,058,298        | \$ 18,058,298        | \$ -             | \$ -              | \$ -                | \$ -                |
| 2 Local Contributions <sup>2</sup> | 61,651,602           | 61,651,602           | -                | -                 | -                   | -                   |
| 3 Warranty Recovery                | 1,861,886            | 1,861,886            | -                | -                 | -                   | -                   |
| 4 Product Sales and Development    | 617,210              | 565,448              | 3,248            | 5,052             | 7,484               | 35,978              |
| 5 Pass Sales                       | 139,313              | 198,856              | (2,636)          | 42,931            | (155,309)           | 55,471              |
| 6 Property Management              | 67,589               | 17,906               | 32,879           | 6,574             | -                   | 10,230              |
| 7 Vanpool/Rideshare                | 149,491              | 20,018               | 1,786            | 10,168            | 5,493               | 112,026             |
| 8 Capital Development Agreements   | 5,606,228            | 3,027,180            | -                | 522,315           | -                   | 2,056,733           |
| 9 Mobility Management              | 100                  | -                    | -                | -                 | -                   | 100                 |
| 10 Paratransit                     | 11,250               | 11,250               | -                | -                 | -                   | -                   |
| 11 Other <sup>3</sup>              | 1,781,148            | 1,781,148            | -                | -                 | -                   | -                   |
| 12 <b>Total</b>                    | <b>\$ 89,944,115</b> | <b>\$ 87,193,592</b> | <b>\$ 35,277</b> | <b>\$ 587,040</b> | <b>\$ (142,332)</b> | <b>\$ 2,270,538</b> |

Percentage Due by Aging

|                                     |              |             |             |              |             |      |
|-------------------------------------|--------------|-------------|-------------|--------------|-------------|------|
| 13 Federal Government <sup>1</sup>  | 100.0%       | 0.0%        | 0.0%        | 0.0%         | 0.0%        | 0.0% |
| 14 Local Contributions <sup>2</sup> | 100.0%       | 0.0%        | 0.0%        | 0.0%         | 0.0%        | 0.0% |
| 15 Warranty Recovery                | 100.0%       | 0.0%        | 0.0%        | 0.0%         | 0.0%        | 0.0% |
| 16 Product Sales and Development    | 91.6%        | 0.5%        | 0.8%        | 1.2%         | 5.8%        |      |
| 17 Pass Sales                       | 142.7%       | -1.9%       | 30.8%       | -111.5%      | 39.8%       |      |
| 18 Property Management              | 26.5%        | 48.6%       | 9.7%        | 0.0%         | 15.1%       |      |
| 19 Vanpool/Rideshare                | 13.4%        | 1.2%        | 6.8%        | 3.7%         | 74.9%       |      |
| 20 Capital Development Agreements   | 54.0%        | 0.0%        | 9.3%        | 0.0%         | 36.7%       |      |
| 21 Mobility Management              | 0.0%         | 0.0%        | 0.0%        | 0.0%         | 100.0%      |      |
| 22 Paratransit                      | 100.0%       | 0.0%        | 0.0%        | 0.0%         | 0.0%        |      |
| 23 Other                            | 100.0%       | 0.0%        | 0.0%        | 0.0%         | 0.0%        |      |
| 24 <b>Total</b>                     | <b>96.9%</b> | <b>0.0%</b> | <b>0.7%</b> | <b>-0.2%</b> | <b>2.5%</b> |      |

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> Build American Bond Tax Credits

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

EXHIBIT 1-10

| <u>Contract # and Description</u> | <u>Contract Date</u> | <u>Vendor</u>                     | <u>Check #</u> | <u>Date</u> | <u>Check Total</u> |
|-----------------------------------|----------------------|-----------------------------------|----------------|-------------|--------------------|
| R2020-04-02                       |                      | ROCKY MOUNTAIN POWER              | 356731         | 12/2/2020   | \$ 303,793.47      |
| 18-02925BM                        | 8/1/2019             | JACOBS ENGINEERING                | 356732         | 12/2/2020   | 555,066.52         |
| R2020-04-02                       |                      | SIEMENS MOBILITY, INC.            | 885537         | 12/2/2020   | 203,688.00         |
| 19-03057TP                        | 12/20/2019           | PAULSEN CONSTRUCTION, INC.        | 885538         | 12/2/2020   | 310,166.45         |
| UT13-064GL                        | 3/3/2014             | WSP USA                           | 885539         | 12/2/2020   | 493,444.13         |
| 18-2741                           | 8/23/2018            | BIG D CONSTRUCTION                | 885540         | 12/2/2020   | 923,312.48         |
| 16-1680PP                         | 5/1/2016             | GILLIG CORPORATION                | 885541         | 12/2/2020   | 996,782.88         |
| 18-2800                           | 8/3/2020             | WADSWORTH BROTHERS CONSTRUCTION   | 356887         | 12/9/2020   | 292,252.39         |
| 15-13831BM                        | 12/31/2025           | KELLERSTRASS OIL                  | 885603         | 12/9/2020   | 337,137.99         |
| 19-03021                          | 5/10/2019            | STERIL KONI USA, INC.             | 885604         | 12/9/2020   | 787,910.15         |
| 18-02925BM                        | 8/1/2019             | JACOBS ENGINEERING                | 357029         | 12/16/2020  | 302,003.30         |
| R2020-04-02                       |                      | UTAH ATTORNEY GENERAL'S OFFICE    | 885677         | 12/16/2020  | 201,076.25         |
| 16-1846TP                         | 10/7/2016            | STACEY AND WITBECK, INC.          | 885678         | 12/16/2020  | 458,545.00         |
| 18-2705TP                         | 5/4/2018             | KIEWIT INFRASTRUCTURE WEST CO.    | 885679         | 12/16/2020  | 787,463.03         |
| 19-0320PP                         | 1/29/2020            | CAMBRIDGE SYSTEMATICS, INC.       | 357176         | 12/23/2020  | 226,891.10         |
| 18-2705TP                         | 5/4/2018             | KIEWIT INFRASTRUCTURE WEST CO.    | 885727         | 12/23/2020  | 853,324.50         |
| 18-2741                           | 8/23/2018            | BIG D CONSTRUCTION                | 885728         | 12/23/2020  | 1,445,939.82       |
| 18-2398TP                         | 4/11/2018            | GRANITE CONSTRUCTION COMPANY      | 356702         | 12/30/2020  | 336,978.41         |
| 20-P00006                         | 9/22/2020            | UTAH DEPARTMENT OF TRANSPORTATION | 885770         | 12/30/2020  | 677,970.41         |



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Finance Officer & Treasurer  
**PRESENTER(S):** Bill Greene, Chief Finance Officer & Treasurer, Emily Diaz, Financial Services Administrator

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>R2021-02-01 Resolution Authorizing the Handling of Funds, and the Investment and Disbursement of Monies</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Resolution</b>  |
| <b>RECOMMENDATION:</b>   | Adopt Resolution R2021-02-01   |
| <b>BACKGROUND:</b>       | <p>The Board of Trustees Policy 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws.</p> <p>This resolution updates the list of personnel that are authorized and empowered by the Board of Trustees to handle funds, make investments and disburse monies on behalf of the Authority.</p>   |
| <b>DISCUSSION:</b>       | <p>On May 23, 2012, the Board of Trustees adopted Resolution R2012-05-01 authorizing the handling of funds, the investment and disbursement of monies.</p> <p>Since the resolution was adopted there have been several organizational changes and some of the information is no longer accurate. The proposed resolution will rescind the existing Resolution and update the required authorizations to align with the current organizational structure.</p> <p>The resolution also requires that for each financial instrument (including, but not limited to, wire transfers, Automated Clearing House (ACH) and checks issued) on behalf of the Authority which is less than \$5,000 the signature, authorized stamp or electronic signature of the Chair, Executive Director, Treasurer, Treasurer's designee, Comptroller or Assistant Comptroller. For each payment or withdrawal of \$5,000 or more, the signatures of any two of these office holders is required.</p> |
| <b>ALTERNATIVES:</b>     | N/A  |
| <b>FISCAL IMPACT:</b>    | N/A  |
| <b>ATTACHMENTS:</b>      | 1) Resolution 2021-02-01   |

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY AUTHORIZING THE HANDLING OF FUNDS,  
AND THE INVESTMENT AND DISBURSEMENT OF MONIES**

R2021-02-01

February 10, 2021

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

WHEREAS, The Board of Trustees (“Board”) of the Authority has established fiscal and other policies that are in keeping with the Board’s philosophy to provide leadership and governance to the Authority;

WHEREAS, The Board, in Board of Trustees Policy 2.1 has established the policies for the financial management of the Authority; and

WHEREAS, The Board, via resolution and policy, namely Board of Trustees Policy 2.1 has delegated some financial responsibilities to Officers and executives of the Authority, and desires by Resolution to reflect their authority to handle funds, make investments, and disburse Authority monies.

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

1. That Resolution R2012-05-01 is hereby rescinded in its entirety.
2. That the Chair, Executive Director, Treasurer or the Treasurer’s designee are hereby authorized and empowered as officers of the Authority to invest or reinvest funds of the Authority as authorized by law; establish accounts with one or more financial institutions as deemed necessary; and settle the Authority’s debts, obligations, and liabilities consistent with Board Policy.
3. That for the protection of both the Authority and its officers, each financial instrument including, but not limited to, wire transfers, Automated Clearing House (ACH) and checks issued on behalf of the Authority which is less than \$5,000 requires the signature or authorized stamp or electronic signature of the Chair, Executive Director, Treasurer, Treasurer’s designee, Comptroller or Assistant Comptroller. For each payment of withdrawal of \$5,000 or more, the signatures of any two of these office holders is required.

4. That a listing of the names of the current Chair, Executive Director, Treasurer, Treasurer's designee(s), Comptroller, and Assistant Comptroller together with their signatures, shall be maintained by the Executive Director.
5. That the corporate seal be attached hereto.

Approved and adopted this 10th day of February 2021.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CE024B9

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Legal Counsel





## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bill Greene, Chief Finance Officer & Treasurer  
**PRESENTER(S):** Bill Greene, Chief Finance Officer & Treasurer  
Emily Diaz, Financial Services Administrator

**BOARD MEETING DATE:** February 10, 2021

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>R2021-02-02 Resolution Designating Authorized Users for its Utah Public Treasurers' Investment Fund Accounts</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Resolution</b>   |
| <b>RECOMMENDATION:</b>   | Adopt Resolution R2021-02-02  |
| <b>BACKGROUND:</b>       | <p>The Board of Trustees Policy 2.1, Financial Management, authorizes the Treasurer to open and close bank accounts and ensure that only authorized users are provided access to bank accounts.</p> <p>This resolution updates the list of personnel that are authorized and empowered by the Board of Trustees to act on behalf of the Agency to access funds, direct transaction and add, delete, or make changes to Utah Public Treasurers' Investment Fund (PTIF) accounts.</p>   |
| <b>DISCUSSION:</b>       | <p>On October 25, 2018, the Board of Trustees adopted Resolution R2018-10-05 designating authorized users for the Utah Transit Authority's Utah Public Treasurers' Investment Fund Accounts.</p> <p>Since the October 25, 2018 Board action, there have been organizational changes including the hiring of a new Chief Finance Officer and Treasurer. The proposed resolution will designate the following as authorized users of UTA's investment fund accounts: Bill Greene, CFO; Troy Bingham, Comptroller; Bryan Steele, Assistant Comptroller; and, Emily Diaz, Financial Services Administrator.</p> |
| <b>ALTERNATIVES:</b>     | None  |
| <b>FISCAL IMPACT:</b>    | None  |
| <b>ATTACHMENTS:</b>      | 1) Resolution 2021-02-02  |

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY DESIGNATING AUTHORIZED USERS FOR  
ITS UTAH PUBLIC TRASURERS' INVESTMENT FUND ACCOUNTS**

R2021-02-02

February 10, 2021

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

WHEREAS, the Utah Public Treasurers' Investment Fund ("PTIF") is available to state and local government entities, including local public transit districts, to provide a short-term cash investment vehicle; and

WHEREAS, PTIF invests only in securities authorized by the Utah State Money Management Act, Utah Code 51-7-1, *et seq.*, including investment-grade corporate notes, top tier commercial paper, money market mutual funds, and U.S. Government agency obligations; and

WHEREAS, the Authority currently maintains accounts with PTIF because they provide the Authority with a means to safely invest funds at a competitive interest rate while maintaining a high degree of liquidity; and

WHEREAS, the Authority is required to designate PTIF users to access funds, to direct transactions, to add, delete, or make changes to bank accounts tied to PTIF accounts, to open or close accounts, and to execute any necessary forms in connection with such changes on behalf of the Authority; and

WHEREAS, the Authority requires the approval of two designated users prior to accessing funds, directing transactions, adding, deleting, or making changes to bank accounts tied to PTIF accounts, opening or closing accounts, and executing any necessary forms in connection with such changes to PTIF accounts; and

WHEREAS, the Board, in Board of Trustees Policy 2.1 has established the policies for the financial management of the Authority; and

WHEREAS, the Board, via resolution and policy, namely Board of Trustees Policy 2.1 has delegated some financial responsibilities to Officers and executives of the Authority, and desires by Resolution to reflect their authority to handle funds, make investments, and disburse Authority monies.

WHEREAS, the Board of the Authority desires to designate William Greene, Chief Financial Officer; Troy Bingham, Comptroller; Bryan Steele, Assistant Comptroller; and Emily Diaz, Financial Services Administrator as authorized users on its PTIF accounts.

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

1. That Resolution R2018-10-05 is hereby rescinded in its entirety.
2. That William Greene, Troy Bingham, Bryan Steele, and Emily Diaz are hereby designated as PTIF users.
3. That Annette Royle is directed to execute the Public Entity Resolution in substantially the same form as Exhibit A to this resolution and William Greene is directed to file it with the Utah Office of State Treasurer.
4. That this Resolution shall remain in full force and effect until written revocation is delivered by the Authority to the Utah Office of State Treasurer.
5. That the Board hereby ratifies any and all actions taken by the Authority's management, staff, and counsel to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 10th day of February 2021.

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

ATTEST:

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

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
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\_\_\_\_\_  
Legal Counsel

## EXHIBIT A



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, \_\_\_\_\_(Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of \_\_\_\_\_ (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Table with 4 columns: Name, Title, Email, Signature(s). Includes three horizontal lines for data entry.

The authority of the named individuals to act on behalf of \_\_\_\_\_ (Name of Legal Entity) shall remain in full force and effect until written revocation from \_\_\_\_\_ (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, \_\_\_\_\_(Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Includes one horizontal line for data entry.

STATE OF UTAH )
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature \_\_\_\_\_



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

**SUBJECT:** R2021-02-03 Resolution to Request the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project (3195 South Harrison Blvd, Ogden, Utah)

**AGENDA ITEM TYPE:** Resolution

**RECOMMENDATION:** Approve Resolution R2021-02-03 authorizing the Executive Director to petition UDOT to condemn the subject property located at 3195 Harrison Boulevard, Ogden for the Ogden-Weber State Bus Rapid Transit (BRT) Project.

**BACKGROUND:**

In 2019, UTA received the Federal Transit Administration’s Notice to Proceed approval to begin purchasing properties for the Ogden-Weber State BRT Project. The subject property was one of three properties identified early on as a total acquisition because it is needed for utilities relocation and street widening to accommodate a station stop.

The property is currently improved with a convenience store/gas station (leased to 7-Eleven) and an attached automotive repair shop (vacant). The project requires removal of the underground gasoline tanks and most of the front parking, leaving an uneconomic remnant. A written offer to purchase the entire property was presented to the owners (Edward P. Marquez and Carol A. Marquez) and tenants (7-Eleven, Inc.) on June 3, 2019. Since then, UTA has been in regular contact and negotiations with the owners, tenants and their respective attorneys trying to settle the acquisition.

The owners desire to keep the remnant parcel and 7-Eleven as their tenant. This would require the owners to demolish the auto shop and reconfigure the parking thereon. This possibility requires the owners to submit a new design plan to Ogden City for approval. While the owners and tenant are reportedly looking at redesign options, no plans have been submitted to Ogden City yet.

In addition, the underground gasoline tanks and/or pipes, which are owned by 7-Eleven, have leaked gasoline into the ground and requires environmental remediation. 7-Eleven has reported the leak to the Utah Department of Environmental Quality; however, they have not moved forward with a work plan to remediate the site. The

|                       |  |
|-----------------------|--|
|                       | <p>proposed condemnation action would request reasonable time limits for 7-Eleven to perform the remediation.</p>  |
| <b>DISCUSSION:</b>    | <p>It has been a year and a half since UTA made the initial offer to purchase the property. The owners' forward movement toward a partial acquisition solution appears to have completely stalled as well as 7-Eleven's remediation of the gasoline leaking into the ground. Therefore, UTA staff has recommended condemnation to settle the acquisition without further delay.</p> <p>Project construction is set to begin as soon as UTA obtains legal occupancy of the property. UTA staff is working to obtain a Right-of-Occupancy agreement from both the owners and tenant to ensure occupancy in time for to avoid costly project delays. On November 3, 2020, UTA received FTA concurrence that federal regulations have been met to proceed with condemnation, if necessary.</p> |
| <b>ALTERNATIVES:</b>  | <p>The consequences of not moving forward with the condemnation action include costly project delays from change orders and increased prices for materials.</p>  |
| <b>FISCAL IMPACT:</b> | <p>The Ogden-Weber State BRT project is included in the UTA 2021 Capital Budget and the approved UTA 5-year Capital Plan. The cost to litigate a condemnation action will be covered by the project budget. These costs are considered significantly less than construction delay costs.</p>   |
| <b>ATTACHMENTS:</b>   | <ol style="list-style-type: none"> <li>1) Resolution R2021-02-03</li> <li>2) Maps (two) and Deeds (three)</li> <li>3) FTA Concurrence Letter</li> </ol>  |

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY TO REQUEST THE UTAH DEPARTMENT OF  
TRANSPORTATION TO USE EMINENT DOMAIN FOR THE ACQUISITION OF  
PROPERTY NECESSARY FOR THE OGDEN-WEBER STATE BRT  
TRANSPORTATION PROJECT  
(3195 SOUTH HARRISON BLVD, OGDEN, UTAH)**

R2021-02-03

February 10, 2021

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

WHEREAS, the Board of Trustees (the "Board") has approved the project known as the Ogden-Weber State Bus Rapid Transit Transportation Project, UDOT PIN 15906, project no. F-R199(235), to design, construct and operate a Bus Rapid Transit (the "Project") in Weber County, Utah; and

WHEREAS, the Project is a "public use" pursuant to Utah Code §78B-6-501; and

WHEREAS, to complete construction of the Project, certain right-of-way acquisitions have been identified as being necessary to the public use, including property located at 3195 South Harrison Blvd., in Ogden, Utah, consisting of approximately 0.48 acres (the "Property"); and;

WHEREAS, the Authority's staff and consultants have made diligent and reasonable efforts to acquire the right-of-way necessary for the Project, including the acquisition of Property, but have been unable to negotiate the acquisition thereof; and

WHEREAS, in order to complete the Project, and to meet budget and scheduling needs, acquisition of the Property needs to move forward through the eminent domain process; and

WHEREAS, on November 3, 2020, the Federal Transit Administration provided its concurrence with proceeding to the condemnation of the Property;

WHEREAS, Board Policy No. 5.2(III)(A)(1)(c) requires that, prior to acquiring property through eminent domain, the Board approve such action; and



WHEREAS, written notice has been provided to the property owner(s) of the Board's action hereunder; and

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

1. That the Board hereby authorizes the Executive Director or her designee(s) to request that the Utah Department of Transportation commence eminent domain proceedings on the Property.
2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to acquiring the Property.
3. That the corporate seal be attached hereto.

Approved and adopted this 10th day of February 2021.

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

ATTEST:

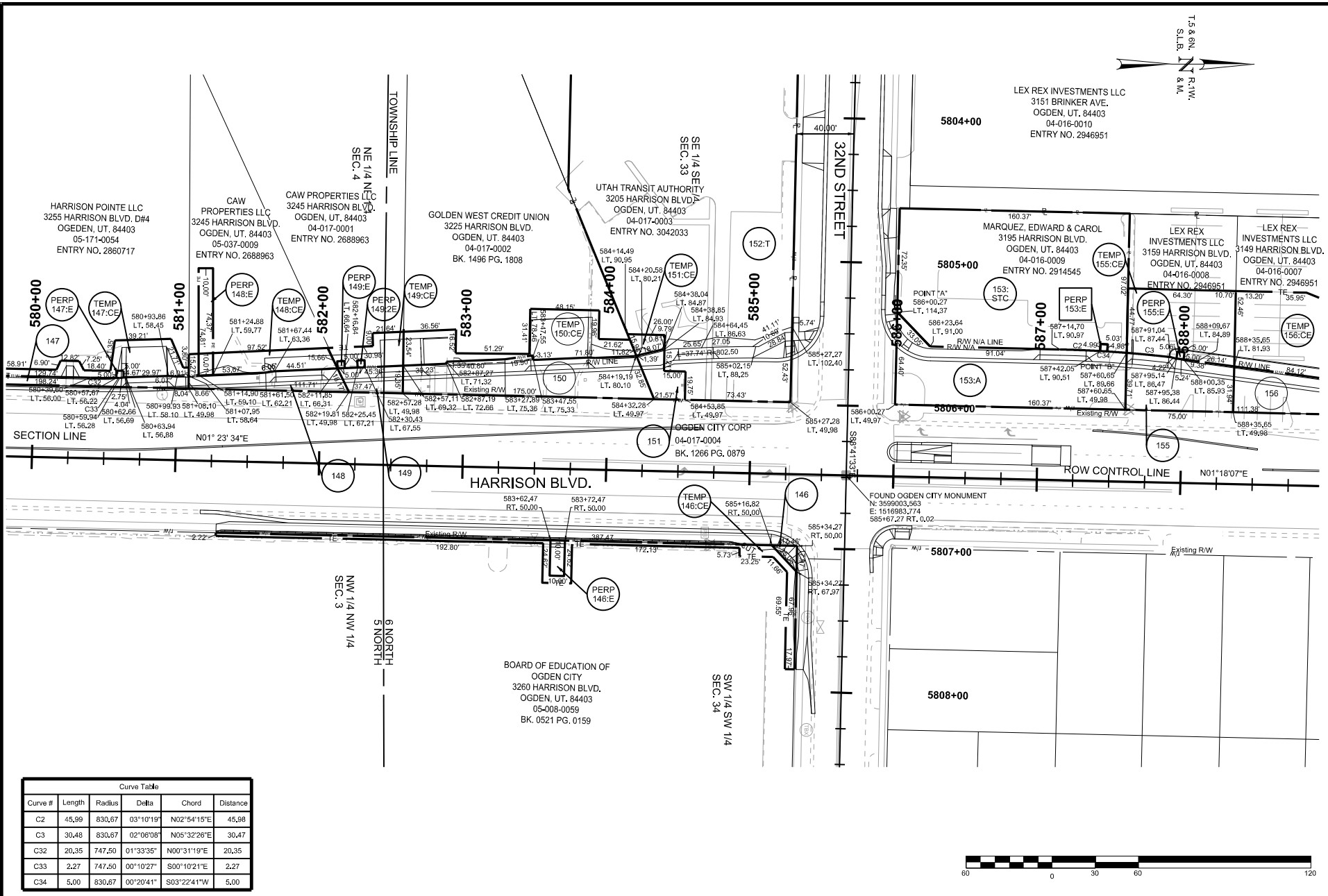
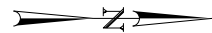
\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved as to form:

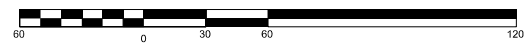
DocuSigned by:  
  
5E3257B1CF024B9...  
\_\_\_\_\_  
UTA Legal Counsel

T5.6 GN.  
S.L.B.  
N  
R.T.W.  
&M.



Curve Table

| Curve # | Length | Radius | Delta     | Chord       | Distance |
|---------|--------|--------|-----------|-------------|----------|
| C2      | 45.99  | 830.67 | 03°10'19" | N02°54'15"E | 45.98    |
| C3      | 30.48  | 830.67 | 02°06'08" | N05°32'26"E | 30.47    |
| C32     | 20.35  | 747.50 | 01°33'35" | N00°31'19"E | 20.35    |
| C33     | 2.27   | 747.50 | 00°10'27" | S00°10'21"E | 2.27     |
| C34     | 5.00   | 830.67 | 00°20'41" | S03°22'41"W | 5.00     |



UTAH DEPARTMENT OF TRANSPORTATION  
REGION 14-PSOMAS

PROJECT: OGDEN-WSU BUS RAPID TRANSIT  
PROJECT NUMBER: F-R199(235)  
APPROVED: [Signature]

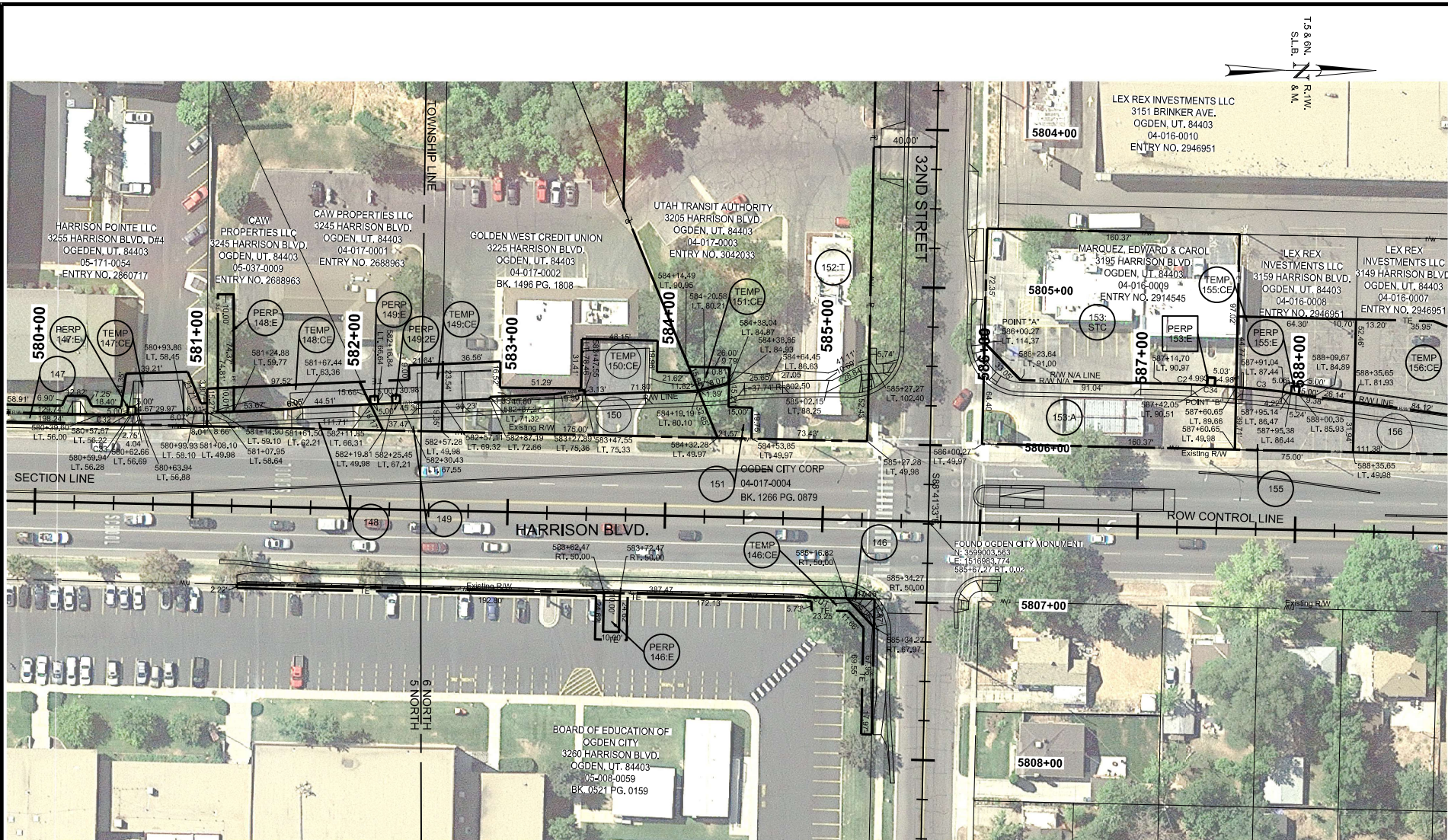
DRAWN BY: TM  
CHECKED BY: JCE  
DATE: 11/05/20

REVISIONS

| NO. | DATE | APPROVED BY | REMARKS |
|-----|------|-------------|---------|
|     |      |             |         |

PROFESSIONAL LAND SURVEYOR

WEBER COUNTY  
TEMP 02P  
SHEET NO. RW-16



Curve Table

| Curve # | Length | Radius | Delta     | Chord       | Distance |
|---------|--------|--------|-----------|-------------|----------|
| C2      | 45.99  | 830.67 | 03°10'19" | N02°54'16"E | 45.88    |
| C3      | 30.48  | 830.67 | 02°06'08" | N05°32'26"E | 30.47    |
| C32     | 20.35  | 747.50 | 01°33'35" | N00°31'19"E | 20.35    |
| C33     | 2.27   | 747.50 | 00°10'27" | S00°10'21"E | 2.27     |
| C34     | 5.00   | 830.67 | 00°20'41" | S03°22'41"W | 5.00     |



T5.6 GN.  
S.L.B.  
& M.  
R.W.

N

REVISIONS

| NO. | DATE | APPROVED BY | CHECKED BY | DATE | APPROVED BY | REMARKS |
|-----|------|-------------|------------|------|-------------|---------|
|     |      |             |            |      |             |         |

**UTAH DEPARTMENT OF TRANSPORTATION**  
REGION 14-SOWAS

DRAWN BY: TM  
CHECKED BY: JCE  
DATE: 11/05/20

PROFESSIONAL LAND SURVEYORS

**OGDEN-WSU BUS RAPID TRANSIT**  
SPOT IMPROVEMENTS  
F-R199(235)

APPROVED: PHN 15906

PROJECT NUMBER: WEBER  
COUNTY: TEMPE  
SHEET NO.: RW-16

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Special Warranty Deed**  
(CONTROLLED ACCESS)  
Weber County

Tax ID. No. 04-016-0009  
Pin No. 15906  
Project No. F-R199(235)  
Parcel No. 199:153:A

Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, Grantor, of Calimesa, County of Riverside, State of California, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being a part of an entire tract of property, situate in the SE1/4 NE1/4 of Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Harrison Boulevard, known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point being on the west line of Harrison Boulevard and the south line of that portion of 32nd Street vacation by Ordinance No. 41-85, recorded November 22, 1985 as Entry No. 953710 in the office of the Weber County Recorder, said point also being 33.00 feet N.00°58'00"E. and 50.00 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 49.97 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 586+00.27, and running thence N.89°02'00"W. 64.40 feet a point 114.37 feet perpendicularly distant westerly from said control line opposite Engineer Station 586+00.27, designated as Point "A"; thence N.45°58'07"E. 33.05 feet to a point 91.00 feet perpendicularly distant westerly from said control line opposite Engineer Station 586+23.64; thence N.00°59'09"E. 91.04 feet to a point 90.97 feet perpendicularly distant westerly from said control line opposite Engineer Station 587+14.70; thence northerly 45.99 feet along the arc of a 830.67-foot radius non-tangent curve to the right (Note: Chord to said curve bears

Continued on Page 2

N.02°34'13"E. 45.98 feet. Central angle equals 3°10'19") to the north line of Lot 7, Block 13, Iliff College Hill Addition to Ogden City, Weber County, Utah to a point 89.66 feet perpendicularly distant westerly from said control line opposite Engineer Station 587+60.65, designated as Point "B"; thence, along said north line, S.89°02'00"E. 39.71 feet to the aforesaid west line of Harrison Boulevard; thence, along said west line, S.00°58'00"W. 160.37 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 6,831 square feet or 0.157 acre.

(Note: The basis of bearing for the above description is N.00°58'00"E. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 31st Street)

(Note: Rotate all bearings in the above description 00°19'59" clockwise to match project bearings)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway between designated Points "A' and "B".

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_  
Edward P. Marquez

\_\_\_\_\_  
Carol A. Marquez

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement

Weber County

Tax ID. No. 04-016-0009

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:153:E

Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, Grantor, of Calimesa, County of Riverside, State of California, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

A perpetual easement, upon part of an entire tract of property, in the SE1/4 NE1/4 of Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah for the purpose of constructing and maintain thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities, and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point being 174.78 feet N.00°58'00"E. and 90.53 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 90.51 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 587+42.05, and running thence N.87°05'18"W. 4.99 feet; thence N.03°05'10"E. 5.03 feet; thence S.86°44'22"E. 4.98 feet to a point which is 90.33 feet perpendicularly distant westerly from the said control line of said project; thence southerly 5.00 feet along the arc of a 830.67-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.03°02'42"W. 5.00 feet. Central angle equals 0°20'41") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 25 square feet or 0.001 acre.

Continued on Page 2

INDIVIDUAL RW-09 (12-01-03)

(Note: The basis of bearing for the above description is N.00°58'00"E. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 31st Street)

(Note: Rotate all bearings in the above description 00°19'59" clockwise to match project bearings)

STATE OF            )  
                          ) ss.  
COUNTY OF        )

\_\_\_\_\_  
Edward P. Marquez

\_\_\_\_\_  
Carol P. Marquez

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

## Special Warranty Deed

Weber County

Tax ID. No. 04-016-0009

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:153:STC

Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, Grantor, of Calimesa, County of Riverside, State of California, hereby CONVEY AND WARRANT to UTAH TRANSIT AUTHORITY, A LARGE PUBLIC TRANSIT DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF UTAH AND ITS ASSIGNS, grantee, located at 699 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A tract of land in fee, being all of the remainder of an entire tract of property, situate in the SE1/4 NE1/4 Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the westerly highway right of way and no-access line of Harrison Boulevard, known as Project No. F-R199(235), which point is 33.00 feet N.00°58'00"E. and 114.40 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard and running thence N.89°02'00"W. 72.35 feet; thence N.00°58'28"E. 160.37 feet to a point on the north line of Lot 7, Block 13, Iliff College Hill Addition to Ogden City, Weber County, Utah; thence along said north line, S.89°02'00"E. 97.02 feet to the westerly highway right of way and no-access line of Harrison Boulevard; thence along said right of way and no-access line the following three (3) courses and distances: (1) southerly 45.99 feet along the arc of a 830.67-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.02°34'13"W. 45.98 feet. Central angle equals 3°10'19"); (2) thence S.00°59'09"W. 91.04 feet; (3) thence S.45°58'07"W. 33.05 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 15,099 square feet or 0.347 acre.

Continued on Page 2



(Note: The basis of bearing for the above description is N.00°58'00"E. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 31st Street)

(Note: Rotate all bearings in the above description 00°19'59" clockwise to match project bearings)

STATE OF            )  
                          ) ss.  
COUNTY OF        )

\_\_\_\_\_  
Edward P. Marquez

\_\_\_\_\_  
Carol A. Marquez

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared Edward P. Marquez and Carol A. Marquez, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION VIII  
Colorado, Montana,  
North Dakota,  
South Dakota,  
Utah and Wyoming

1961 Stout Street  
Suite 13301  
Denver, Colorado 80294  
(303) 362-2400 (voice)

November 3, 2020

Carolyn Gonot  
Executive Director  
Utah Transit Authority  
600 West 220 South  
Salt Lake City, UT 84130

Re: Ogden-Weber State University - BRT Project – Condemnation Review for  
3195 Harrison Blvd., Ogden, UT

Dear Ms. Gonot:

The Federal Transit Administration (FTA) has reviewed the Utah Transit Authority's (UTA) letter dated October 13, 2019, and supporting documentation, requesting FTA concurrence to proceed to condemnation for the acquisition of real property interests needed for the proposed Ogden-Weber State University - BRT Project (the "Project").

The subject property, located at 3195 Harrison Blvd., in Ogden, Utah, is owned by the Edward P & WF Carol A Marquez. This is the acquisition of an 0.48 acre parcel which is improved with a convenience store and an attached automotive shop. The subject parcel is zoned 'Community Commercial' and has significant frontage adjacent to the project alignment. The 4,995 square feet gross building, of which 2,560 square feet is currently leased by a 7-Eleven franchise and the remainder 2,435 square feet by an automotive business.

Within a letter dated February 6, 2020 to Carolyn Gonot, FTA concurred on the recommended appraisal value of the property at One Million Five Hundred Sixty Thousand Dollars (\$1,560,000.00) for the fee value and Ninety Thousand Dollars (\$90,000.00) for the leasehold interest of the tenant space. UTA made its offer of Just Compensation to the property Owner in the total amount of \$1,650,000 for the parcel. The offer was rejected by the Owner who, through legal counsel, have requested (1) their own appraisal, (2) have the issue mediated with the Utah State Property Ombudsman (3) have UTA do a partial take rather than a full-take, (4) enter discussions with the neighboring businesses to obtain a cross easement for parking, (5) work with Ogden City on a site plan that would allow them to keep the 7-Eleven portion of the building, and (6) redesign the project to move the utilities to the other side of the street. While UTA has attempted to negotiate and work through these requests, UTA believes the Owners are not likely to sell their property without UTA exercising eminent domain. Therefore, per 49 CFR §24.102(a), UTA has made its minimum required effort to acquire the real property expeditiously through negotiation.

Ms. Carolyn Gonot, Executive Director  
Request for Condemnation, 3195 Harrison Blvd.  
Page 2

FTA considers the requirements of 49 CFR §24.102(h) (No Coercive Action) to be met and that the property owner has been provided a minimum of 30 days to consider the written offer prior to UTA initiating condemnation proceedings. UTA should continue negotiations with the Owner to reach a settlement outside of litigation that is reasonable, prudent, and in the public interest. Concurrence is recommended in proceeding with condemnation if necessary.

UTA is advised that the current tenant-occupant(s) may be eligible for relocation assistance benefits and should be provided with assistance in accordance with the requirements of 49 CFR Part 24, Uniform Act.

This review was not done for purposes of making a value determination; it is an administrative review for the purposes of determining if the appraisal and the addendum meet the requirements for FTA funding participation. FTA's review was conducted on the basis of its conformance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; its implementing regulations, 49 C.F.R. part 24; and FTA requirements related to real property acquisitions, as described in 2 CFR part 200 and FTA Circular 5010.1E. FTA specifically advises that FTA Circular 5010.1E requires the grantee to "consider the effect, if any, that contamination has on the market value of the property being valued." FTA cannot participate in the funding of any clean-up of the property areas if the requirements in Circular 5010.1E are not met.

If you have any questions or concerns, please contact Ms. Stephanie Minter at 303-362-2417 or [stephanie.minter@dot.gov](mailto:stephanie.minter@dot.gov).

Sincerely,

**CINDY E TERWILLIGER**

Digitally signed by CINDY E TERWILLIGER  
Date: 2020.11.02 14:51:47 -07'00'

Cindy Terwilliger  
Regional Administrator

Cc: Gale Padgett, UTA Right of Way Consultant



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

**SUBJECT:** R2021-02-04 Resolution Authorizing Execution of Amendment No. 1 to an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Vineyard FrontRunner Station and Northern Utah County Double Tracking Project

**AGENDA ITEM TYPE:** Resolution

**RECOMMENDATION:** Approve Resolution R2021-02-04 authorizing execution of Amendment No. 1 to the September 22, 2020 Interlocal Cooperation Agreement with the Utah Department of Transportation (UDOT) for the Design, Construction, Oversight, and Management of the Vineyard FrontRunner Station and FrontRunner Northern Utah County Double Tracking Project.

**BACKGROUND:** The September 22, 2020 Interlocal Cooperation Agreement (ILA) between UTA and UDOT set the terms and conditions for the design, construction, and management of the Vineyard FrontRunner Station and Northern Utah County Double Tracking Project. This agreement is now being amended to address increased project costs and the need for UTA to procure long lead items to minimize impacts to the project schedule.

**DISCUSSION:** This Amendment No. 1 will amend three terms of the September 2020 ILA between UTA and UDOT.

1. The Amendment changes the responsibility to purchase long lead track and signal materials from UDOT to UTA. UDOT was having issues processing a long lead material contract with the contractor which was causing delay to the project schedule. Having UTA purchase the long lead materials will help to maintain the desired project schedule.
2. The Amendment increases the committed budget from UTA by \$6.94M. With the completion of the design, the construction estimate of the project is greater than the budgets committed in the agreement. The UTA track cost are estimated to be \$6.94M higher than previously committed.

|                       |   |
|-----------------------|---|
|                       | <p>3. The UDOT station costs are \$1.68M higher than previously committed. UTA is still looking for the funding source for the additional budget and UDOT is committing to assist UTA in its efforts to find the additional funding. In order for the project to move forward, UTA is committing to temporarily cover the \$1.68M until additional funding is identified.</p> |
| <b>ALTERNATIVES:</b>  | <p>Without this Amendment to the ILA, there would not be enough funding for the project and UDOT would not move forward with issuing the construction contract.</p>   |
| <b>FISCAL IMPACT:</b> | <p>The Northern Utah Double Track project is included in the UTA 2020 and 2021 Capital Budgets. The Vineyard station component is funded through a legislative appropriation.</p>   |
| <b>ATTACHMENTS:</b>   | <p>1) Resolution R2021-02-04</p>  |

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY  
AUTHORIZING EXECUTION OF AMENDMENT NUMBER ONE TO AN INTERLOCAL  
COOPERATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION  
FOR THE VINEYARD FRONTRUNNER STATION AND NORTHERN UTAH COUNTY  
DOUBLE TRACKING PROJECT**

R2021-02-04

February 10, 2021

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 (collectively the "Act"); and

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

WHEREAS, in Resolution R2020-06-04, UDOT and the Authority have previously entered into an Interlocal Cooperation Agreement ("ILA") regarding construction of the Vineyard FrontRunner Station and Northern Utah County Double Tracking Project.

WHEREAS, during the course of the project, UDOT and the Authority desire to reassign responsibility for the procurement and design of certain materials, as well as expand the budget commitment from the Authority.

WHEREAS, UDOT and the Authority wish to enter into Amendment Number One to the ILA with UDOT that reflects these changes.

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

1. That the Board hereby approves Amendment Number One to the ILA with the Utah Department of Transportation in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Amendment Number One to the ILA with the Utah Department of Transportation in substantially the same form as attached at Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the ILA with the Utah Department of Transportation, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 10<sup>th</sup> day of February 2021.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CE024B9

---

Legal Counsel

EXHIBIT A

(Amendment Number One to the Interlocal Cooperation Agreement  
with the Utah Department of Transportation)



AMENDMENT NO. 1

To the Vineyard Front Runner Station and Double-Tracking  
INTERAGENCY COOPERATIVE AGREEMENT

Between

Utah Transit Authority

And

Utah Department of Transportation

Purpose Statement

This Amendment No. 1 is being executed in order to make significant changes regarding funding and procurement of long lead items to the Vineyard Front Runner Station and Double Tracking Interagency Cooperative Agreement (Agreement) entered into by the Utah Transit Authority (UTA) and the Utah Department of Transportation (UDOT) on September 22, 2020.

Recitals

Whereas, UDOT and UTA entered into an Interagency Cooperative Agreement on September 22, 2020 for the purpose of defining their respective roles for the construction of both a Vineyard Utah Front Runner Station and also Front Runner double-tracking for 1.8 miles north of the Vineyard Station (“the Project”); and

Whereas, as the details of the project and the construction contract have become more defined the Parties have recognized the need to amend the contract in order to address the need for additional funding for both the station and the double tracking portions of the Project and;

Whereas, Paragraph 6 of the Agreement provides that in the event the cost for the Vineyard Station and additional required amenities exceeds the \$4 million allotted by the State Legislature, or the cost of the double tracking portion of the Project exceeds the \$ 10 million budgeted by UTA, the Parties will work together to identify potential additional sources of funding and work cooperatively to obtain such funding; and

Whereas, in accordance with the Agreement, both Parties desire to work cooperatively in obtaining additional funds required to complete both portions of the Project; and

Whereas, the Parties have determined that it is in the best interest of the Project and all constituents to transfer procurement responsibility for certain long lead procurement items from UDOT to UTA;

NOW THEREFORE THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Paragraph 6 (Funding) of the Agreement shall be amended by adding the following language to the end of that paragraph:

“(a) UTA agrees to provide \$6.94 M in funding, in addition to the \$10 million required by this paragraph, in order to complete the double tracking portion of the Project. Such additional funds will be made available for payment of invoices for the double tracking portion of the project as specified in Paragraph 7 (Billing) of the Agreement.”

2. Paragraph 6 (Funding) of the Agreement shall also be amended by adding the following language to the end of that paragraph:

“(b) UDOT will support UTA in UTA’s effort to obtain the additional funding required for completion of the station portion of the Project from all state, county and local resources. The Parties recognize the need to obtain additional funding from state, county or local sources to complete the station portion of the Project. Until additional funds are identified to cover the amount needed to complete the station portion of the Project, UTA hereby commits to cover those costs up to an NTE of \$1.68 M, with the understanding that repayment will occur as soon as funds are identified and obtained. UTA and UDOT will exhaust all reasonable means to obtain funding to repay UTA, and if no such funds are obtained by the time the project reaches construction closeout, UTA will permanently cover those costs.”

3. Paragraph 5 (CONSTRUCTION) of the Agreement shall be amended by deleting the sentence:

“UDOT will order long lead items before construction begins” and replacing it with the following:

“UTA shall have the responsibility for procurement of long lead items.”

3. All other terms and conditions of the Agreement which are not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed as of the last date written below.

UTAH TRANSIT AUTHORITY

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Carolyn Gonot  
Title: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Clayton  
Title: Region Three Director  
Date: \_\_\_\_\_

Recommended for Approval

\_\_\_\_\_  
Mary DeLoretto  
Title: Chief Service Development Ofc  
Date: \_\_\_\_\_

\_\_\_\_\_  
Eric Mason  
Title: Project Manager  
Date: \_\_\_\_\_

AATF:

Michael Bell Digitally signed by Michael Bell  
Date: 2021.02.01 16:05:32  
-0700'  
Title: UTA Legal Counsel

Comptroller's Office:

\_\_\_\_\_  
Kristi Barney  
Comptroller's Contract Administrator

**EXHIBIT A – LONG LEAD MATERIALS TO BE PROCURED BY UTA**

- Track and Turnout Materials including the Nortrak #24 Track Turnout, with all required spare parts, and the compromise rails to transit on from 115 RE to 136 RE rail. 2.
- ALSTOM Signal System Material



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** D. Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** D. Eddy Cumins, Chief Operating Officer  
Ryan Taylor, Special Services General Manager

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>2019-2020 Terms of Participation (First Step House)</b>   |
| <b>AGENDA ITEM TYPE:</b> | <b>Expense Contract</b>  |
| <b>RECOMMENDATION:</b>   | Approve award and authorize Executive Director to execute contract and associated distributions with First Step House in the amount of \$234,365 in fulfillment of UTA's responsibility as Designated Recipient of 5310 funds in Utah's Urbanized Areas.   |
| <b>BACKGROUND:</b>       | <p>The First Step House is a substance abuse and mental health treatment program in Salt Lake County. First Step House provides residential and outpatient services including transportation to social services, court, employment, and other services in the community.</p> <p>An agreement is required to represent the award of FTA 5310 funds for FY2019 and 2020 by UTA to First Step House. This agreement is a federal requirement for execution of the FTA 5310 program as outlined in UTA's 5310 Program Management Plan. For any purchase over \$3000, including all vehicles, UTA will perform the procurement to ensure compliance with federal procurement regulations.</p>   |
| <b>DISCUSSION:</b>       | <p>UTA Staff is requesting approval of contract and associated distributions with First Step House in the amount of \$234,365 in fulfillment of UTA's responsibility as Designated Recipient of 5310 funds in Utah's Urbanized Areas. These funds were awarded through UTA's competitive award process as the designated recipient of FTA 5310 funds in Utah's Urbanized Areas (UZA). First Step House received funds from the Salt Lake-West Valley UZA for the purchase of three 14 passenger non-accessible expansion vans and associated operating funds. The awarded vans will be purchased using the State of Utah best value contact. This agreement is for the Federal portion of the project. The sub-recipient is required to provide the local share. No UTA local funding will be used for this agreement. The breakdown of the award is outlined below:</p> <ul style="list-style-type: none"><li>• \$115,200 for the purchase of three 14-passenger non-accessible vans to expand transportation services.</li></ul> |

|                          |  |  |
|--------------------------|--|--|
|                          | <ul style="list-style-type: none"> <li>• \$119,165 in operating funds.</li> <li>• Overall Total = \$234,365</li> </ul>   |  |
| <b>CONTRACT SUMMARY:</b> | Sub-recipient Name: First Step House   | Contract Number: 20-03359  |
|                          | Base Contract Effective Dates:<br>10/1/2020 - 9/30/2023  | Extended Contract Dates:   |
|                          | Existing Contract Value:   | Amendment Amount:  |
|                          | New/Total Amount Contract Value: \$234,365   |  |
|                          | Procurement Method: Competitive Grant Application Process  | Funding Sources: FTA FY2019-2020 Section 5310. Local share paid by sub-recipient from donations. |
| <b>ALTERNATIVES:</b>     | This agreement is part of UTA's 5310 program requirements.   |  |
| <b>FISCAL IMPACT:</b>    | No fiscal impact to UTA funds. Funds are programmed in the current capital budget and are 100% reimbursed with Federal pass through program funds and sub-recipient local funds. |  |
| <b>ATTACHMENTS:</b>      | 1) Contract  |  |

|                                      |
|--------------------------------------|
| <b>UTA Contract Number: 20-03359</b> |
|--------------------------------------|

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

|           |   |   |
|-----------|---|---|
| <b>1</b>  | <b>Subrecipients Name</b> (must match name associated with the DUNS Number) <b>Address and primary phone:</b> | First Step House<br>440 South 500 East<br>Salt Lake City, UT 84102  |
| <b>2</b>  | <b>Primary agency contact information for subrecipient:</b>   | Kendall Banks<br>kbanks@firststephouse.org  |
| <b>3</b>  | <b>Subrecipient DUNS number</b>   | 103839838   |
| <b>4</b>  | <b>Federal Award Identification number (FAIN)</b>   | 1167-2020-012   |
| <b>5</b>  | <b>Federal Award Date</b> (to recipient agency from FTA)  |   |
| <b>6</b>  | <b>Period of Performance</b>  | Begin Date: 10/1/2020   End Date: 9/30/2023   |
| <b>7</b>  | <b>Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient</b>        | \$ 234,365  |
| <b>8</b>  | <b>Total amount of Federal funds obligated to the sub recipient, including the current obligation</b>         | \$ 234,365  |
| <b>9</b>  | <b>Total amount of the Federal award committed to the subrecipient</b>  | \$ 234,365  |
| <b>10</b> | <b>Federal Award Description</b>  | FFY2019/2020 5310 Salt Lake City-West Valley City Large Urbanized Area--Capital, Operating and Administration |
| <b>11</b> | <b>Name of Federal awarding agency</b>  | Federal Transit Administration  |
| <b>12</b> | <b>Pass- Through Entity</b>   | Utah Transit Authority  |
| <b>13</b> | <b>Contact information for awarding official of the pass-through entity:</b>                                  | Holly Mahoney<br>HMahoney@rideuta.com<br>801-237-1994   |
| <b>14</b> | <b>Catalog of Federal Domestic Assistance (CFDA) number</b>   | 20.513  |
| <b>15</b> | <b>Catalog of Federal Domestic Assistance (CFDA) Name</b>   | Enhanced Mobility of Seniors and Individuals with Disabilities  |
| <b>16</b> | <b>Total Amount of Federal Funds Available</b>  | \$ 1,434,494  |
| <b>17</b> | <b>Indirect Cost Rate</b>   | Indirect Costs are waived under the award.  |

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

YES

NO

|                                      |
|--------------------------------------|
| <b>UTA Contract Number: 20-03359</b> |
|--------------------------------------|

## **TERMS OF PARTICIPATION (Vehicle Purchase)**

These Terms of Participation for the purchase of vehicles (“Terms” or “Participating Terms”) are entered into and agreed upon on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between First Step House whose primary address is 440 South 550 East Salt Lake City, UT 84102 (“Sub-Recipient”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA” or “Recipient”). Sub-Recipient and UTA hereafter collectively referred to as the “Parties” and either of the foregoing may be individually referred to as “Party,” all as governed by the context in which such words are used.

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

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

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

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

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

1. Purpose of Participating Terms. The purpose of these Terms is to provide for the undertaking of transportation services to elderly persons and persons with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Sub-Recipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. Scope of Project. The Sub-Recipient shall undertake and complete the Project as described in the attached Exhibit A (“Project Description”), filed with and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms.
3. Participating Period. The Sub-Recipient shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of the Project has been completed (“Completion Date”). The period between the execution of these Terms and the Completion Date will be hereinafter referred to as the “Participating Period.”
4. Grant Award. The Sub-Recipient will be awarded a maximum of Two Hundred Thirty-Four Thousand Three Hundred Sixty-Five Dollars (\$234,365) for the costs authorized by these Terms



as further described in the “Project Budget” as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full.

5. Sub-Recipient’s Capacity. Sub-Recipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.
6. Federal Law and UTA 5310 Grant Documents Incorporated by Reference. Sub-Recipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the Participating Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1D, dated April 15, 1996 (“FTA Standard Terms”), as required by the United States Department of Transportation (DOT). The FTA Standard Terms are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in these Terms. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.
  - 6.1 Federal Transit Administration Master Agreement. Sub-Recipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA’s most current version of the Master Agreement (“Master Agreement”) and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.
  - 6.2 Certification and Assurances. Sub-Recipient agrees to abide by the Certification and Assurances as executed and described in Exhibit C, and incorporated herein by reference as if set forth in full. Any breach of said Certification and Assurances will be a breach of these Terms.
  - 6.3 Project Management Plan. Sub-Recipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the “Plan”) in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/> or [http://www.utahridelink.org/Portals/0/Users/002/02/2/20200729\\_PMPFinal.pdf](http://www.utahridelink.org/Portals/0/Users/002/02/2/20200729_PMPFinal.pdf) and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.
7. Agency. Sub-Recipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Sub-Recipient and UTA. Any periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Sub-Recipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.
8. Cost of Project. The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Sub-Recipient agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Sub-Recipient shall initiate and prosecute to completion all actions

necessary to enable Sub-Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Sub-Recipient further agrees that no refund or reduction of the amount so provided will be made at the same time, unless there is at the same time a refund to UTA of a proportional amount of the Grant. Sub-Recipient agrees that "Project Costs" eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. Indirect costs will only be allowed as provided for in 2 CFR § 200.414.

9. Purchase of Project Equipment. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Sub-Recipient or by Sub-Recipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.
  - 9.1 With respect to the Project Equipment, Sub-Recipient shall take possession of the Project Equipment upon delivery of the required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Sub-Recipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly basis to the address provided in Section 9. UTA shall only reimburse Sub-Recipient for operating costs for which Sub-Recipient has provided sufficient documentation.
10. Use of Project Equipment. Sub-Recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life or the Participating Period, whichever ends later. If the Project Equipment is not used accordingly, Sub-Recipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1D, the Plan, and the procedures as referenced in the Master Agreement.
  - 10.1 Sub-Recipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.
  - 10.2 Sub-Recipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
  - 10.3 Sub-Recipient shall submit annually to UTA the Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; during such period certify that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded. During the Participating Period, Sub-Recipient shall maintain the Project Equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Plan requires Sub-Recipient to have and follow a written Project Equipment maintenance plan.
  - 10.4 UTA reserves the right to require Sub-Recipient to restore the Project Equipment or pay for damage to Project Equipment as a result of abuse or misuse of such equipment with Sub-Recipient's intent, knowledge, or consent.

10.5

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

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

If to Sub-Recipient:  
First Step House  
Attn: Kendall Banks  
440 South 500 East  
Salt Lake City, UT 84102

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

12. Procurement. Sub-Recipient agrees to comply with procurement requirements set forth in 2 CFR § 200.317 – 326 as applicable. Sub-Recipient agrees in accordance with 2 CFR 200 Part § 415 that its procurement and procurement system will comply with all applicable third party procurement provisions of federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Sub-Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory.
13. Third Party Contracts. Unless otherwise authorized in writing by UTA, Sub-Recipient shall not assign any portion of the Project, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party, including sub-contractors, with respect to its rights and responsibilities under these Terms without the prior written concurrence of UTA.
- 13.1 In the event UTA does grant prior written concurrence, all contracts must include all the same terms and conditions required by state and federal law, all provisions included in these Terms, including the agreements incorporating herein by reference, and the Master Agreement. Sub-Recipient is responsible for ensuring that all work performed by said third party is insured under their insurance policy, or requiring that the third party meet the insurance provisions required under these Terms. All subcontractors must be registered with UTA, and UTA must grant prior written approval before subcontractors begin performing work in furtherance of the Project.
- 13.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.
- 13.3 Sub-Recipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation, or other obligation that in any way would affect the Federal interest in any project real equipment or equipment, including the Project Equipment.

14. Interest of Members of or Delegates to Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.
15. Prohibited Interest. No member, officer or employee of Sub-Recipient during their tenure or one year thereafter shall have any interest, direct or indirect, in these Terms or the proceeds thereof.
16. Compliance with State and Federal Law in the Operating of Project Equipment. Sub-Recipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.
  - 16.1 Sub-Recipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.
  - 16.2 When new motor vehicle equipment are purchased under these Terms, Sub-Recipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.
  - 16.3 Sub-Recipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment are found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Sub-Recipient.
  - 16.4 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:
    - 16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.
    - 16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.
    - 16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.
    - 16.4.7 This insurance will continue uninterrupted throughout the Participating Period.

16.4.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.

16.5 Sub-Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.

Sub-Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. State Lien. In order to protect UTA’s interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Sub-Recipient, Sub-Recipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Sub-Recipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.

17.1 UTA is to hold the title of the Project Equipment as lienholder over the Project Equipment.

17.2 Sub-Recipient shall attach the following statement to the deed/title(s) of the Project Equipment to constitute legal notification:

This vehicle/equipment was purchased in part with Federal funds from the Federal Transit Administration.

17.3 Upon Sub-Recipient’s clearing, or attempted clearing, of title of, or state liens on, the Project Equipment, Sub-Recipient shall comply with UTA’s asset disposal policy as maintained by UTA at the time that Sub-Recipient seeks to clear UTA’s interests.

18. Indemnity. Sub-Recipient agrees to hold harmless and indemnify UTA, its officers, employees and agents (“Indemnitees”) from and against all claims, suits, and costs including attorneys’ fees for injury or damages of any kind, arising out of Company’s negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney’s fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from Sub-Recipient’s negligent acts, errors or omissions in the performance by Sub-Recipient or its subs at any tier within the scope of responsibilities of Sub-Recipient under these Terms.

19. Federal, State, and Local Law Disclaimer. The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Sub-Recipient and those engaged by Sub-Recipient shall comply with all Federal, State, and local laws, regulations and other legally binding requirements that pertain to services provided under these Terms.

20. Statement of Financial Assistance. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.
21. Project Changes. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by Sub-Recipient and forwarded to UTA for approval.
  - 21.1 Any changes in the Project, approved or otherwise, do not effect or diminish the obligations of Sub-Recipient under these Terms.
  - 21.2 Any extension in the proposed scope of services, increases in cost, or Participating Period will require a fully executed supplemental agreement or Terms of Participation. The supplemental Terms will establish the extent of changes, extensions, modifications and the compensation therefore.
  - 21.3 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.
22. Severability. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.
23. Status Verification System. State law mandates that Sub-Recipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Sub-Recipient's new employees.
24. No Third Party Beneficiaries. Sub-Recipient agrees to these Terms for the sole benefit of Sub-Recipient, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of these Terms. Sub-Recipient represents that the execution of these Terms and the performance required under these Terms are within its duly authorized powers.
25. Changes in Project Performance. Sub-Recipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Sub-Recipient's ability to perform the Project according to these Terms. Sub-Recipient also agrees to notify UTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.
26. Trafficking in Persons. To the extent applicable, Sub-Recipient agrees to comply with, and assures the compliance of each third party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.
27. Planning and Private Enterprise. Sub-Recipient agrees to implement the Project in accordance with the following Federal planning and private enterprise provisions:

- 27.1 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
- 27.2 Joint FHWA/FTA regulations, “Statewide Transportation Planning; Metropolitan Transportation Planning,” 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.
- 27.3 In addition to providing opportunities to participate in planning described in Paragraph 21 of these Terms, to the extent feasible, Sub-Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
- 27.4 To the extent applicable during the implementation of the Project, Sub-Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, “Infrastructure Privatization,” 31 U.S.C. § 501 note, and Executive Order No. 12893, “Principles for Federal Infrastructure Investments,” 31 U.S.C. § 501 note.
28. Audit and Inspection. Sub-Recipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Sub-Recipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Sub-Recipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Sub-Recipient shall also permit the above named persons to audit the books, records and accounts of Sub-Recipient pertaining to the Project. If Sub-Recipient receives over \$500,000 in Federal funds from all sources, Sub-Recipient shall submit an audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq.
29. Access to Records and Reports.
- 29.1 Establishment and Maintenance of Accounting Records. Sub-Recipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the “Project Account.”
- 29.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.
- 29.3 Method of Payment. UTA, using FTA Grant Program 5310 appropriations, shall reimburse Sub-Recipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA appropriations to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Sub-Recipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA shall submit the invoice for reimbursement from the FTA. Once the funds have been received from FTA and deposited with UTA, UTA shall provide payment to Sub-Recipient.

- 29.4 Reports. Sub-Recipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, meetings and interim reports. The minimum requirement for Project reporting is detailed in the Project Description and the Plan. Sub-Recipient shall submit to UTA, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by UTA.
- 29.5 Articles of Incorporation. The Sub-Recipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Participating Period.
- 29.6 Other Situational Requirements.
- 29.6.1 Where Sub-Recipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Sub-Recipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Sub-Recipient access to Sub-Recipient's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 29.6.2 Where Sub-Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.
- 29.6.3 Where Sub-Recipient is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Sub-Recipient shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 29.6.4 Sub-Recipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 29.6.5 Sub-Recipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Participating Period, except in the event of litigation or settlement of claims arising from the performance of these Terms, in which case Sub-Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller



General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.

29.6.6 Proof of Sub-Recipient's compliance with licensing requirements shall be furnished to UTA upon request.

30. Breaches and Dispute Resolution. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manger or his appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Sub-Recipient mails or otherwise furnishes a written appeal to the UTA's President/CEO, or officer holding an equivalent position ("CEO"). In connection with such appeal, Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon Sub-Recipient and Sub-Recipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.
  - 30.1 Performance During Dispute. Unless otherwise directed by UTA, Sub-Recipient shall continue performance under this contract while matters in dispute are being resolved.
  - 30.2 Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.
  - 30.3 Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Sub-Recipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
  - 30.4 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Sub-Recipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
31. Termination. These Terms bind Sub-Recipient as contractual obligations but shall not modify any obligations Sub-Recipient may have under state and federal regulation. The termination of Sub-Recipient's obligations under these Terms shall comply with 2 CFR § 200.
  - 31.1 Termination for Convenience. UTA may terminate these Terms, in whole or in part, at any time by written notice to Sub-Recipient when it is in the Government's best interest. If these Terms are terminated, UTA shall be liable only for payment under the payment provisions of these Terms for services rendered before the effective date of termination. If, after termination for failure to fulfill obligations under these Terms, it is determined that Sub-Recipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.
  - 31.2 Termination for Default. UTA may terminate its agreement with Sub-Recipient recorded by these Terms, or any portion of it, by serving a notice of termination on Sub-Recipient. The notice shall state whether the termination is for convenience of UTA or for the default

of Sub-Recipient. If the termination is for default, the notice shall state the manner in which Sub-Recipient has failed to perform the requirements of these Terms. Sub-Recipient shall account for any equipment in its possession paid for from funds received from UTA, or equipment supplied to the Sub-Recipient by UTA.

### 31.3 Opportunity to Cure.

31.3.1 UTA in its sole discretion may, in the case of a termination for breach or default, allow Sub-Recipient ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other conditions.

31.3.2 If Sub-Recipient fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of these Terms within ten (10) days after receipt by Sub-Recipient of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to end Sub-Recipient's participation without any further obligation to Sub-Recipient. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Sub-Recipient and its sureties for said breach or the Terms or default.

31.4 Waiver of Remedies for any Breach. No waiver by UTA or the Sub-Recipient of any default shall constitute a waiver of the same default at a later time or of a different default. In the event UTA elects to waive its remedies for any breach by Sub-Recipient of these Terms or any other covenant between them, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other of these Terms or covenant between them.

32. Civil Rights. Sub-Recipient understands and agrees that it and its Contractors must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Sub-Recipient or Contractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

32.1 Nondiscrimination in Federal Public Transportation Programs. Sub-Recipient agrees to, and assures that each Third Party Participant and Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

32.2 Nondiscrimination – Title VI of the Civil Rights Act. Sub-Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964,

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

### 32.3 Equal Employment Opportunity.

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

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

32.3.3 Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Sub-Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

32.4 Sex. Sub-Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1.

32.5 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Sub-Recipient

agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 32.6 Disabilities. Sub-Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.
- 32.7 Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- 32.8 Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Sub-Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

- 32.9 Other Non-Discrimination Statutes. Except as the Federal Government determines otherwise in writing, Sub-Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- 32.10 Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
33. Energy Conservation Requirements. Sub-Recipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the Participating Period, and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Sub-Recipient's failure to so comply shall constitute a material breach of these Terms.
34. Clean Water. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriated EPA Regional office.
35. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,
36. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the Project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.
37. Clean Air. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§§ 7401 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
38. No Obligation by the Federal Government to Third Parties. UTA and Sub-Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award giving rise to these Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to

any obligations or liabilities to Sub-Recipient, or any other party (whether or not a party to these Terms or a subcontract) pertaining to any matter resulting from these Terms. Sub-Recipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

39. Program Fraud and False or Fraudulent Statements or Related Acts.

39.1 Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31U.S.C.§§ 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of these Terms, Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to these Terms or the FTA assisted project for which purpose these Terms were agreed upon. In addition to other penalties that may be applicable, Sub-Recipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Sub-Recipient to the extent the Federal Government deems appropriate.

39.2 Sub-Recipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under these Terms, or any other agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§1001 and 49 U.S.C.§5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.

39.3 Sub-Recipient agrees to include the above two clauses in each agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

40. Government-Wide Debarment and Suspension. Sub-Recipient agrees to execute, and agree to the terms of, the Debarment and Suspension Certificate attached to these Terms as Attachment A. UTA agrees, and Sub-Recipient acquiesces, to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

41. Lobbying. Sub-Recipient agrees to execute, and agree to the terms of, the Lobbying Certificate attached to these Terms as Attachment B. In the event that Sub-Recipient applied for an award of \$100,000 or more, Sub-Recipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.
42. Contract Work Hours and Safety Standards.
- 42.1 Overtime requirements. Sub-Recipient nor its subcontractors which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 42.2 Violation. In the event of any violation of the clause set forth in paragraph (1) of this section, Sub-Recipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Sub-Recipient and the subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, **in the sum of \$10 for each calendar day** on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 42.3 Withholding for unpaid wages and liquidated damages. UTA shall upon its own action or upon written request of an authorized representative of Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Sub-Recipient or subcontractor under any such contract or any other Federal contract with Sub-Recipient, or any other federally-assisted contract subject to contract Work Hours and Safety Standards Act, which is held by Sub-Recipient, such sums as may be determined to be necessary to satisfy any liabilities of Sub-Recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
43. Recycled Products. Sub-Recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR § 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR § 247.
44. ADA Access. Sub-Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Sub-Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
  - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance,” 49 C.F.R. Part 27;
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
  - (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
  - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
  - (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
  - (g) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
  - (h) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609;
  - (i) And any implementing requirements FTA may issue.
45. Privacy Act. Sub-Recipient, its employees, or its subcontractors shall not administer any system of records on behalf of the Federal Government under these Terms or any other contract without the express consent of the federal government.
46. Charter Service Operations. Sub-Recipient agrees to not engage in any Charter Service Operations as described in the Transportation State Management Plan Federal Transit Grant Programs manual.
47. School Transportation Operations. Sub-Recipient agrees that it will not provide exclusive school bus service unless qualified under specified exemptions. To operate exclusive school bus service under an exemption from the FTA Administrator, Sub-Recipient must demonstrate that:
- (a) It operates a school system in the area and also operates a separate and exclusive school bus program for the school system;
  - (b) Existing private school bus operators in the area are unable to provide adequate, safe service at reasonable rates; or
  - (c) It is a state or local public body and it or its predecessors were engaged in school bus service prior to August 13, 1973.
- 47.1 When operating exclusive school bus service under an allowable exemption, no Federally-funded equipment, vehicles or facilities may be used.



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

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

**UTAH TRANSIT AUTHORITY**

**SUB-RECIPIENT**

Approved as to Form and Content:

DocuSigned by:  
Mike Bell  
Michael Bell  
Assistant Attorney General and UTA Counsel

DocuSigned by:  
By: Shawn McMillen 10/15/2020  
Shawn McMillen  
Executive Director

Reviewed and Recommended:

DocuSigned by:  
Holly Mahoney  
UTA Project Manager

By: \_\_\_\_\_  
Carolyn Gonot  
Executive Director

By: \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

UTA CONTRACT NO. 20-03359

## **Exhibit A**

### **(Project Description)**

- *Three non-accessible vans to expand transportation services to seniors and persons with disabilities beyond what is currently available.*
- *Operation costs to provide enhanced transportation services to seniors and persons with disabilities, beyond what is currently available.*

### **(Vehicle Description)**

- *Three 14-16 passenger non-accessible expansion vans*

### **(Scope of Work)**

#### **Project Goals**

The First Step House Transportation Program seeks to increase access and independence for low-income individuals, Veterans, and seniors with disabilities, limited mobility, and minimal resources. Our program goals include:

- 1) Increase access to transportation services that will reduce barriers to critical treatment services;
- 2) Meet the transportation needs of our growing patient population through an increased vehicle fleet and number of one-way patient trips
- 3) Increase recovery success from the debilitating effects of substance use and mental health disorders for disabled patients, including seniors and Veterans
- 4) Promote the utilization of UTA and alternative forms of public transportation available in our community to increase self-sustainability and independence for our patients as well as improve the safety of our community.

First Step House respectfully requests from the Utah Transit Authority's FTA 5310 Grant program three 14-passenger vans and critical operations funds to meet the transportation needs of our growing patient population. Operations funds will be utilized to support existing and additional transportation staff to provide direct transportation services to patients in need. The three 14-passenger vans will be utilized at our existing facilities and our new permanent supportive housing facilities located at 434 South 500 East (75 units) and 426 South 500 East (40 units) to transport residents in an efficient and cost-effective manner to necessary emergency visits, medical appointments, job interviews, recovery meetings, support groups, and community events. In addition to our extensive treatment, employment, and healthcare services, our new facilities will fill a much-needed gap in our community by providing permanent housing and supportive services to homeless individuals experiencing serious and persistent mental illness and chronic substance use disorders (both identified as disabilities according to the ADA). Our request will ensure that we have vehicles designated to residents at their respective facility in order to maximize every trip, reduce environmental impact, and provide transportation to meet the demand for all residents in need.

In our 2020 Strategic Plan, First Step House identified an organizational goal to serve 5,000 people per year by 2028 using the highest-quality, evidence-based, recovery-oriented housing, employment, and treatment services possible. Increasing the capacity of the First Step House Transportation Program in conjunction with our new housing projects is essential to achieving this vision. The majority of our transportation program involves providing daily transportation (available 24 hrs as needed, 7 days/week) to individuals in all of our facilities for medical appointments, legal hearings, job training and other educational classes, other facilities for services needed, and recreational activities in an effort to reduce barriers for our population. We coordinate with numerous community partners in making sure our patients receive the range of services they need to address specific concerns. FSH will transport to Volunteers of America for detoxification services, Project Reality for Medication Assisted Treatment (MAT), and the University of Utah School of Dentistry, for dental care. In addition, we transport to the VA Medical Center, hospitals, and other medical providers as needed. Since employment is a critical component of long-term stability, we provide transportation to Vocational Rehabilitation and job sites where patients are seeking or sustaining employment. We are proactive about providing transportation to reduce barriers related to our patients' disabilities. Through our Recovery Support Services program, we raise funds from private foundations to cover the cost of UTA bus passes. These passes are used as much as possible to help patients, who are able to, access transportation on their own.

Transportation services foster autonomy and independence as our patients work to build a strong foundation for wellness and recovery that will support them as they transition back into the community. Research has identified several barriers to employment for individuals with disabilities; while barriers of homelessness and mental illness are of highest need, a lack of transportation was identified as the third largest barrier. First Step House's transportation services work to minimize and eliminate this barrier by offering vehicles at each of our locations, qualified and trained drivers, individualized services, and access to a variety of resources and opportunities in the community.

### **Implementation Plan**

Project Timeline:

February 2020: Submit UTA 5310 grant application.

June 2020: Receive grant award notification.

June 2020: Assess existing staff, tracking systems and log, and improve as needed to meet all reporting and program requirements.

July 2020: Pre-Award Meetings, Agreement Finalized, Site Visits, and Post-Award Training.

July 2020 - January 2020: Selection and procurement of vehicles. Vehicle delivery.

October 2020: Vehicles placed in service, project integrates with current program.

Ongoing: Post-delivery audits, inspections, ride and client tracking as per contract. Participate in LCC meetings and partner with service providers whenever possible to increase access to services for those with disabilities.

### **Staffing Plan**

Rodney Symes - Operations Director: Rodney has been working in the substance abuse treatment field since 1999. Rodney completed the Alcohol and Drug program at the University of Utah and was asked to join the First Step House treatment team as a counselor in 2000. Rodney was promoted to the role of Director of Outpatient Services in 2004. In this capacity, Rodney assisted with the development and

growth of the department, a task which eventually led to his current position as Director of Operations. As the Operations Director, Rodney has managed countless federal, local, and private grant programs and has been responsible for the establishment and growth of the FSH Transportation Department. He has extensive experience in grant reporting requirements, budget management, and contractual agreements.

Cody Andreason – FSH Transportation Manager and Driver: Cody worked for automotive companies for more than 5 years prior to First Step House. He began working at FSH in 2018 and has been responsible for managing the UTA grant program, transportation mileage/trip log, RidePilot, and the transportation department budget.

John Maurice – FSH Transportation Department Driver: John worked and managed The Old Spaghetti Factory for 30 years and has invaluable business and budgeting skills. He has been with FSH since 2019 and has been learning the transportation grant requirements.

Larry Richardson - FSH Transportation Department Driver: Larry is a Veteran and was a Crew Chief in the Army during the Vietnam War. Following the War, he became a carpenter and contractor for about 30 years. Larry has been with FSH since 2006 and is knowledgeable with our patients and all areas of Utah.

Allen Buckingham – FSH Transportation Department Driver and UTA Data Entry Tech: Allen has been with us since 2013. He has been a driver and continues to be our UTA data entry tech.

### **Project Sustainability**

First Step House (FSH) has decades of experience in managing and operating Federal Grant Programs. Since 2015, FSH has been utilizing 5310 Grant Funds to provide critical transportation and vehicle services. We have the infrastructure and internal capacity to continue and expand high-quality transportation services to our target population. As a response to the growing needs for housing, employment, treatment, and transportation services for our population, we have requested additional 5310 grant funds. As a well-established organization, we are confident that we will be able to immediately begin the project upon grant award and serve additional patients.

FSH currently has one full-time program manager and driver, one additional full-time driver, one part-time driver, and one part-time data entry tech, as well as an Operations Director to oversee the entire Transportation Department. All drivers have CDL licenses for larger vehicles where required by law. All drivers are trained in RidePilot, the grant requirements, and our primary patient population. Our case management team also supports our Transportation Program goals by providing transportation (when applicable) as well as education to our patients about internal and external transportation options including the UTA bus system, Utah Ride link, TRAX, and other resources.

All drivers receive orientation which covers driver responsibilities, RidePilot training, tracking and reporting requirements, communications system training, accident protocols, policies and procedures, vehicle operations, parking, safety, and security. In addition, our vehicles are insured and maintained per FTA requirements.

All staff who operate vehicles as well as any supervisors and development staff will work to maintain records through RidePilot for all required reports. First Step House has a data manager who is also responsible for managing data collection and reporting for RidePilot.

### **Post Award Compliance Monitoring**

Sub-recipient agrees that after the project is awarded they will attend the mandatory Post-Award and RidePilot training. Upon completion, the Coordinated Mobility Grant Admin/Specialist will enter the date completed into the Grant Management Software.

All vehicles are purchased by UTA on behalf of each subrecipient to ensure Federal procurement

compliance. Once subrecipient receives their vehicle they will report the delivery date and date vehicle was placed into service into the Grant Management Software. They will add vehicle location, maintenance plans, and any other information about the vehicle into Ride Pilot. Upon vehicle receipt, subrecipient will submit vehicle invoice in Grant Management Software, and the date the vehicle was placed into service in the RidePilot Software.

For ongoing project compliance, the subrecipient agrees to submit the following reports:  
Quarterly: Quarterly Narrative, Trip Purposes, Number of one way trips for seniors and/or people with disabilities, Total number of people served, Vehicle Miles traveled  
Annually: Certificates and Assurances, Single Audit or Financial Report,  
Project Close-out: Final Reports, Final Expenditure, Close-Out Paperwork, Project Completed

Subrecipients receiving operations funding must submit for reimbursement on a quarterly or monthly basis. Subrecipients agree to follow backup documentation compliance when submitting for reimbursement. Subrecipients may not receive payment if they have not completed their quarterly reporting. Subrecipients will be subject to a Site Visit, Risk Assessment, and Vehicle Inspection conducted by UTA every two years. Monitoring frequency may change dependent upon level of risk determined from subrecipient evaluation. Subrecipients receiving vehicles must continue documenting fuel, maintenance, and cleaning in RidePilot.

After the Federal Useful Life of the vehicle subrecipients desiring to dispose of vehicle must have a value appraisal. If the value is greater than \$5,000 any additional proceeds must be returned to UTA for Federal processing.

Non-compliance with terms and conditions may be considered in future evaluation of applications.

\*For more information on Federal Vehicle Disposal please see FTA C 5010 1E Ch. IV.

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

| <b>Grant Funded Items</b>   | <b>Federal Award</b> | <b>Local Share</b> | <b>Total Budget</b> | <b>ACCT#<br/>(UTA USE ONLY)</b> | <b>Source of Local Match<br/>(ie: donations, program revenue, local tax funds)</b> |
|-----------------------------|----------------------|--------------------|---------------------|---------------------------------|--|
| 3 exp non-access vans       | <b>\$ 115,200</b>    | \$ 28,800          | \$ 144,000          |                                 | Donations  |
| Operating costs             | <b>\$119,165</b>     | \$ 119,165         | \$ 238,330          |                                 | Donations  |
|                             |                      |                    |                     |                                 |  |
| <b>TOTAL PROJECT BUDGET</b> | <b>\$ 234,365</b>    | \$ 147,965         | \$ 382,330          |                                 |  |

**Exhibit C**  
**(Certificates and Assurances)**

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).



- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

## Certifications and Assurances

Fiscal Year 2020

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following*

*certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

#### **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).



- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

#### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the*

*Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.*

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

#### **CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway*



Certifications and Assurances

Fiscal Year 2020

*public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of categories 01–20. \_\_\_\_\_

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>  | <b>Certification</b> |
|--|----------------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____                |
| 02 Public Transportation Agency Safety Plans   | _____                |
| 03 Tax Liability and Felony Convictions  | _____                |
| 04 Lobbying  | _____                |
| 05 Private Sector Protections  | _____                |
| 06 Transit Asset Management Plan   | _____                |
| 07 Rolling Stock Buy America Reviews and Bus Testing   | _____                |
| 08 Urbanized Area Formula Grants Program   | _____                |
| 09 Formula Grants for Rural Areas  | _____                |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |

Certifications and Assurances

Fiscal Year 2020

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13 State of Good Repair Grants

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\_\_\_\_\_

14 Infrastructure Finance Programs

\_\_\_\_\_  
\_\_\_\_\_

15 Alcohol and Controlled Substances Testing

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\_\_\_\_\_

16 Rail Safety Training and Oversight

\_\_\_\_\_  
\_\_\_\_\_

17 Demand Responsive Service

\_\_\_\_\_  
\_\_\_\_\_

18 Interest and Financing Costs

\_\_\_\_\_  
\_\_\_\_\_

19 Construction Hiring Preferences

\_\_\_\_\_  
\_\_\_\_\_

20 Cybersecurity Certification for Rail Rolling Stock and Operations

\_\_\_\_\_  
\_\_\_\_\_

**FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE**

**PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

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

Certifications and Assurances

Fiscal Year 2020

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

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

**ATTACHMENT A**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of the Bidder or Proposer Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID #** \_\_\_\_\_

\_\_\_\_\_  
Date

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

### **Instructions for Certification**

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

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

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

**ATTACHMENT B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certifies  
(Name and Title of Company Official)

on behalf of \_\_\_\_\_ that:  
(Name of Company)

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** D. Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** D. Eddy Cumins, Chief Operating Officer  
Ryan Taylor, Special Services General Manager

**BOARD MEETING DATE: February 10, 2021**

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>2019-2020 Terms of Participation (TURN Community Services)</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Expense Contract</b>  |
| <b>RECOMMENDATION:</b>   | Approve award and authorize Executive Director to execute contract and associated distributions with TURN Community Services in the amount of \$490,979 in fulfillment of UTA's responsibility as Designated Recipient of 5310 funds in Utah's Urbanized Areas.  |
| <b>BACKGROUND:</b>       | <p>TURN Community Services provides services to DSPD qualified individuals with disabilities in all three of Utah's Urbanized Areas.</p> <p>An agreement is required to represent the award of FTA 5310 funds for FY2019 and 2020 by UTA to TURN Community Services. This agreement is a federal requirement for execution of the FTA 5310 program as outlined in UTA's 5310 Program Management Plan. For any purchase over \$3000, including all vehicles, UTA will perform the procurement to ensure compliance with federal procurement regulations</p>   |
| <b>DISCUSSION:</b>       | <p>UTA Staff is requesting approval of contact and associated distributions with TURN Community Services in the amount of \$490,979 in fulfillment of UTA's responsibility as Designated Recipient of 5310 funds in Utah's Urbanized Areas. These funds were awarded through UTA's competitive award process as the designated recipient of FTA 5310 funds in Utah's Urbanized Areas (UZA). TURN Community Services received funds from all three UZAs for the purchase of replacement and expansion vehicles, tablet computers and operating expenses. The vans purchased for TURN Community Services will be purchased through RFP from an existing contract UTA has with Lewis Bus Group. This agreement is for the Federal portion of the projects. The sub-recipient is required to provide the local share. No UTA local funding will be used for this agreement. The breakdown of the award is outlined below:</p> <ul style="list-style-type: none"><li>• Salt Lake West Valley: \$115,200 to purchase two 14-passenger accessible vans, \$280 to purchase tablet computers for those vehicles, and \$110,000 in operating expenses. Total = \$225,480</li></ul> |



|                          |   |  |
|--------------------------|---|--|
|                          | <ul style="list-style-type: none"> <li>Ogden-Layton: \$57,600 to purchase a 14-passenger accessible van, \$140 for a tablet computer, and \$50,000 in operating expenses. Total = \$107,740</li> <li>Provo-Orem: \$157,339 to purchase three 14 passenger small cutaway buses and \$420 for tablet computers. Total = \$157,759</li> </ul> <p>Overall total = \$490,979</p> |  |
| <b>CONTRACT SUMMARY:</b> | Sub-recipient Name:<br>TURN Community Services  | Contract Number:<br>20-03362   |
|                          | Base Contract Effective Dates:<br>10/1/2020-9/30/2023   | Extended Contract Dates: N/A   |
|                          | Existing Contract Value:  | Amendment Amount: N/A  |
|                          | New/Total Amount Contract Value: \$490,979  |  |
|                          | Procurement Method: Competitive Grant Application Process   | Funding Sources: FTA FY2019-2020 Section 5310. Local share paid by sub-recipient from donations. |
| <b>ALTERNATIVES:</b>     | There is no feasible alternative. This agreement is part of UTA's 5310 program requirements.  |  |
| <b>FISCAL IMPACT:</b>    | No fiscal impact to UTA funds. Funds are programmed in the current capital budget and are 100% reimbursed with Federal pass through program funds and sub-recipient local funds.  |  |
| <b>ATTACHMENTS:</b>      | 1) Contract   |  |

|                                      |
|--------------------------------------|
| <b>UTA Contract Number: 20-03362</b> |
|--------------------------------------|

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

|           |   |   |
|-----------|---|---|
| <b>1</b>  | <b>Subrecipients Name</b> (must match name associated with the DUNS Number) <b>Address and primary phone:</b> | TURN Community Services<br>423 West 800 South Suite A200<br>Salt Lake City, UT 84101-2274 |
| <b>2</b>  | <b>Primary agency contact information for subrecipient:</b>   | Trista Lawrence<br>tristalawrence@turncommunityservices.org                               |
| <b>3</b>  | <b>Subrecipient DUNS number</b>   | 103839838   |
| <b>4</b>  | <b>Federal Award Identification number (FAIN)</b>   | 1167-2020-010<br>1167-2020-012<br>1167-2020-013   |
| <b>5</b>  | <b>Federal Award Date</b> (to recipient agency from FTA)  |   |
| <b>6</b>  | <b>Period of Performance</b>  | Begin Date: 10/1/2020   End Date: 9/30/2023   |
| <b>7</b>  | <b>Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient</b>        | \$490,979   |
| <b>8</b>  | <b>Total amount of Federal funds obligated to the sub recipient, including the current obligation</b>         | \$490,979   |
| <b>9</b>  | <b>Total amount of the Federal award committed to the subrecipient</b>  | \$490,979   |
| <b>10</b> | <b>Federal Award Description</b>  | FY2019-2020 Sec 5310 Ogden Layton Capital   |
| <b>11</b> | <b>Name of Federal awarding agency</b>  | Federal Transit Administration  |
| <b>12</b> | <b>Pass- Through Entity</b>   | Utah Transit Authority  |
| <b>13</b> | <b>Contact information for awarding official of the pass-through entity:</b>                                  | Holly Mahoney<br>HMahoney@rideuta.com<br>801-237-1994                                     |
| <b>14</b> | <b>Catalog of Federal Domestic Assistance (CFDA) number</b>   | 20.513  |
| <b>15</b> | <b>Catalog of Federal Domestic Assistance (CFDA) Name</b>   | Enhanced Mobility of Seniors and Individuals with Disabilities                            |
| <b>16</b> | <b>Total Amount of Federal Funds Available</b>  | Ogden-Layton \$823,446<br>Salt Lake-West Valley \$1,434,494<br>Provo-Orem \$542,499       |
| <b>17</b> | <b>Indirect Cost Rate</b>   | Indirect Costs are waived under the award.  |

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

YES

NO



**TERMS OF PARTICIPATION  
(Vehicle Purchase)**

These Terms of Participation for the purchase of vehicles (“Terms” or “Participating Terms”) are entered into and agreed upon on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between TURN Community Services whose primary address is 423 West 800 South Suite A200 Salt Lake City, UT 84101 (“Sub-Recipient”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA” or “Recipient”). Sub-Recipient and UTA hereafter collectively referred to as the “Parties” and either of the foregoing may be individually referred to as “Party,” all as governed by the context in which such words are used.

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

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

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

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

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

1. Purpose of Participating Terms. The purpose of these Terms is to provide for the undertaking of transportation services to elderly persons and persons with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Sub-Recipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. Scope of Project. The Sub-Recipient shall undertake and complete the Project as described in the attached Exhibit A (“Project Description”), filed with and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms.
3. Participating Period. The Sub-Recipient shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of the Project has been completed (“Completion Date”). The period between the execution of these Terms and the Completion Date will be hereinafter referred to as the “Participating Period.”

4. Grant Award. The Sub-Recipient will be awarded a maximum of Four Hundred Ninety Thousand Nine Hundred and Seventy-Nine Dollars (\$490,979) for the costs authorized by these Terms as further described in the “Project Budget” as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full.
5. Sub-Recipient’s Capacity. Sub-Recipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.
6. Federal Law and UTA 5310 Grant Documents Incorporated by Reference. Sub-Recipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the Participating Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1D, dated April 15, 1996 (“FTA Standard Terms”), as required by the United States Department of Transportation (DOT). The FTA Standard Terms are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in these Terms. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.
  - 6.1 Federal Transit Administration Master Agreement. Sub-Recipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA’s most current version of the Master Agreement (“Master Agreement”) and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.
  - 6.2 Certification and Assurances. Sub-Recipient agrees to abide by the Certification and Assurances as executed and described in Exhibit C, and incorporated herein by reference as if set forth in full. Any breach of said Certification and Assurances will be a breach of these Terms.
  - 6.3 Project Management Plan. Sub-Recipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the “Plan”) in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/> or [http://www.utahridelink.org/Portals/0/Users/002/02/2/20200729\\_PMPFinal.pdf](http://www.utahridelink.org/Portals/0/Users/002/02/2/20200729_PMPFinal.pdf) and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.
7. Agency. Sub-Recipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Sub-Recipient and UTA. Any periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Sub-Recipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.
8. Cost of Project. The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Sub-Recipient

agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Sub-Recipient shall initiate and prosecute to completion all actions necessary to enable Sub-Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Sub-Recipient further agrees that no refund or reduction of the amount so provided will be made at the same time, unless there is at the same time a refund to UTA of a proportional amount of the Grant. Sub-Recipient agrees that "Project Costs" eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. Indirect costs will only be allowed as provided for in 2 CFR § 200.414.

9. Purchase of Project Equipment. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Sub-Recipient or by Sub-Recipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.
  - 9.1 With respect to the Project Equipment, Sub-Recipient shall take possession of the Project Equipment upon delivery of the required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Sub-Recipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly basis to the address provided in Section 9. UTA shall only reimburse Sub-Recipient for operating costs for which Sub-Recipient has provided sufficient documentation.
10. Use of Project Equipment. Sub-Recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life or the Participating Period, whichever ends later. If the Project Equipment is not used accordingly, Sub-Recipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1D, the Plan, and the procedures as referenced in the Master Agreement.
  - 10.1 Sub-Recipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.
  - 10.2 Sub-Recipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
  - 10.3 Sub-Recipient shall submit annually to UTA the Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; during such period certify that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded. During the Participating Period, Sub-Recipient shall maintain the Project Equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Plan requires Sub-Recipient to have and follow a written Project Equipment maintenance plan.

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

10.5

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

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

If to Sub-Recipient:  
TURN Community Services  
423 West 800 South Suite A200  
Salt Lake City, UT 84101-2274

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

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

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

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

13.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.

13.3 Sub-Recipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation,

or other obligation that in any way would affect the Federal interest in any project real equipment or equipment, including the Project Equipment.

14. Interest of Members of or Delegates to Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.
15. Prohibited Interest. No member, officer or employee of Sub-Recipient during their tenure or one year thereafter shall have any interest, direct or indirect, in these Terms or the proceeds thereof.
16. Compliance with State and Federal Law in the Operating of Project Equipment. Sub-Recipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.
  - 16.1 Sub-Recipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.
  - 16.2 When new motor vehicle equipment are purchased under these Terms, Sub-Recipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.
  - 16.3 Sub-Recipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment are found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Sub-Recipient.
  - 16.4 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:
    - 16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.
    - 16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.
    - 16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
    - 16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.



16.4.7 This insurance will continue uninterrupted throughout the Participating Period.

16.4.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.

16.5 Sub-Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.

Sub-Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. State Lien. In order to protect UTA’s interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Sub-Recipient, Sub-Recipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Sub-Recipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.

17.1 UTA is to hold the title of the Project Equipment as lienholder over the Project Equipment.

17.2 Sub-Recipient shall attach the following statement to the deed/title(s) of the Project Equipment to constitute legal notification:

This vehicle/equipment was purchased in part with Federal funds from the Federal Transit Administration.

17.3 Upon Sub-Recipient’s clearing, or attempted clearing, of title of, or state liens on, the Project Equipment, Sub-Recipient shall comply with UTA’s asset disposal policy as maintained by UTA at the time that Sub-Recipient seeks to clear UTA’s interests.

18. Indemnity. Sub-Recipient agrees to hold harmless and indemnify UTA, its officers, employees and agents (“Indemnitees”) from and against all claims, suits, and costs including attorneys’ fees for injury or damages of any kind, arising out of Company’s negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney’s fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from Sub-Recipient’s negligent acts, errors or omissions in the performance by Sub-Recipient or its subs at any tier within the scope of responsibilities of Sub-Recipient under these Terms.

19. Federal, State, and Local Law Disclaimer. The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Sub-Recipient and those engaged by Sub-Recipient shall comply with all

- Federal, State, and local laws, regulations and other legally binding requirements that pertain to services provided under these Terms.
20. Statement of Financial Assistance. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.
  21. Project Changes. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by Sub-Recipient and forwarded to UTA for approval.
    - 21.1 Any changes in the Project, approved or otherwise, do not effect or diminish the obligations of Sub-Recipient under these Terms.
    - 21.2 Any extension in the proposed scope of services, increases in cost, or Participating Period will require a fully executed supplemental agreement or Terms of Participation. The supplemental Terms will establish the extent of changes, extensions, modifications and the compensation therefore.
    - 21.3 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.
  22. Severability. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.
  23. Status Verification System. State law mandates that Sub-Recipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Sub-Recipient's new employees.
  24. No Third Party Beneficiaries. Sub-Recipient agrees to these Terms for the sole benefit of Sub-Recipient, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of these Terms. Sub-Recipient represents that the execution of these Terms and the performance required under these Terms are within its duly authorized powers.
  25. Changes in Project Performance. Sub-Recipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Sub-Recipient's ability to perform the Project according to these Terms. Sub-Recipient also agrees to notify UTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.
  26. Trafficking in Persons. To the extent applicable, Sub-Recipient agrees to comply with, and assures the compliance of each third party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.

27. Planning and Private Enterprise. Sub-Recipient agrees to implement the Project in accordance with the following Federal planning and private enterprise provisions:
- 27.1 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
- 27.2 Joint FHWA/FTA regulations, “Statewide Transportation Planning; Metropolitan Transportation Planning,” 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.
- 27.3 In addition to providing opportunities to participate in planning described in Paragraph 21 of these Terms, to the extent feasible, Sub-Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
- 27.4 To the extent applicable during the implementation of the Project, Sub-Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, “Infrastructure Privatization,” 31 U.S.C. § 501 note, and Executive Order No. 12893, “Principles for Federal Infrastructure Investments,” 31 U.S.C. § 501 note.
28. Audit and Inspection. Sub-Recipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Sub-Recipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Sub-Recipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Sub-Recipient shall also permit the above named persons to audit the books, records and accounts of Sub-Recipient pertaining to the Project. If Sub-Recipient receives over \$500,000 in Federal funds from all sources, Sub-Recipient shall submit an audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq.
29. Access to Records and Reports.
- 29.1 Establishment and Maintenance of Accounting Records. Sub-Recipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the “Project Account.”
- 29.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.
- 29.3 Method of Payment. UTA, using FTA Grant Program 5310 appropriations, shall reimburse Sub-Recipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA appropriations to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Sub-Recipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA shall submit the invoice for

reimbursement from the FTA. Once the funds have been received from FTA and deposited with UTA, UTA shall provide payment to Sub-Recipient.

29.4 Reports. Sub-Recipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, meetings and interim reports. The minimum requirement for Project reporting is detailed in the Project Description and the Plan. Sub-Recipient shall submit to UTA, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by UTA.

29.5 Articles of Incorporation. The Sub-Recipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Participating Period.

29.6 Other Situational Requirements.

29.6.1 Where Sub-Recipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Sub-Recipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Sub-Recipient access to Sub-Recipient's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

29.6.2 Where Sub-Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.

29.6.3 Where Sub-Recipient is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Sub-Recipient shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

29.6.4 Sub-Recipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.6.5 Sub-Recipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Participating Period, except in the event of litigation or settlement of claims

arising from the performance of these Terms, in which case Sub-Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.

29.6.6 Proof of Sub-Recipient's compliance with licensing requirements shall be furnished to UTA upon request.

30. Breaches and Dispute Resolution. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manger or his appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Sub-Recipient mails or otherwise furnishes a written appeal to the UTA's President/CEO, or officer holding an equivalent position ("CEO"). In connection with such appeal, Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon Sub-Recipient and Sub-Recipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.
  - 30.1 Performance During Dispute. Unless otherwise directed by UTA, Sub-Recipient shall continue performance under this contract while matters in dispute are being resolved.
  - 30.2 Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.
  - 30.3 Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Sub-Recipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.
  - 30.4 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Sub-Recipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
31. Termination. These Terms bind Sub-Recipient as contractual obligations but shall not modify any obligations Sub-Recipient may have under state and federal regulation. The termination of Sub-Recipient's obligations under these Terms shall comply with 2 CFR § 200.
  - 31.1 Termination for Convenience. UTA may terminate these Terms, in whole or in part, at any time by written notice to Sub-Recipient when it is in the Government's best interest. If these Terms are terminated, UTA shall be liable only for payment under the payment provisions of these Terms for services rendered before the effective date of termination. If, after termination for failure to fulfill obligations under these Terms, it is determined that Sub-Recipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.

- 31.2 Termination for Default. UTA may terminate its agreement with Sub-Recipient recorded by these Terms, or any portion of it, by serving a notice of termination on Sub-Recipient. The notice shall state whether the termination is for convenience of UTA or for the default of Sub-Recipient. If the termination is for default, the notice shall state the manner in which Sub-Recipient has failed to perform the requirements of these Terms. Sub-Recipient shall account for any equipment in its possession paid for from funds received from UTA, or equipment supplied to the Sub-Recipient by UTA.
- 31.3 Opportunity to Cure.
- 31.3.1 UTA in its sole discretion may, in the case of a termination for breach or default, allow Sub-Recipient ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other conditions.
- 31.3.2 If Sub-Recipient fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of these Terms within ten (10) days after receipt by Sub-Recipient of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to end Sub-Recipient's participation without any further obligation to Sub-Recipient. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Sub-Recipient and its sureties for said breach or the Terms or default.
- 31.4 Waiver of Remedies for any Breach. No waiver by UTA or the Sub-Recipient of any default shall constitute a waiver of the same default at a later time or of a different default. In the event UTA elects to waive its remedies for any breach by Sub-Recipient of these Terms or any other covenant between them, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other of these Terms or covenant between them.
32. Civil Rights. Sub-Recipient understands and agrees that it and its Contractors must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Sub-Recipient or Contractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.
- 32.1 Nondiscrimination in Federal Public Transportation Programs. Sub-Recipient agrees to, and assures that each Third Party Participant and Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

- 32.2 Nondiscrimination – Title VI of the Civil Rights Act. Sub-Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 27.1, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.
- 32.3 Equal Employment Opportunity.
- 32.3.1 Federal Requirements and Guidance. Sub-Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determine otherwise in writing.
- 32.3.2 General. Sub-Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
- 32.3.3 Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Sub-Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.
- 32.4 Sex. Sub-Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1.

- 32.5 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Sub-Recipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 32.6 Disabilities. Sub-Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.
- 32.7 Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- 32.8 Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Sub-Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and



Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

- 32.9 Other Non-Discrimination Statutes. Except as the Federal Government determines otherwise in writing, Sub-Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- 32.10 Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
33. Energy Conservation Requirements. Sub-Recipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the Participating Period, and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Sub-Recipient's failure to so comply shall constitute a material breach of these Terms.
34. Clean Water. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriated EPA Regional office.
35. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,
36. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the Project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.
37. Clean Air. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

38. No Obligation by the Federal Government to Third Parties. UTA and Sub-Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award giving rise to these Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to Sub-Recipient, or any other party (whether or not a party to these Terms or a subcontract) pertaining to any matter resulting from these Terms. Sub-Recipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
39. Program Fraud and False or Fraudulent Statements or Related Acts.
- 39.1 Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of these Terms, Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to these Terms or the FTA assisted project for which purpose these Terms were agreed upon. In addition to other penalties that may be applicable, Sub-Recipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Sub-Recipient to the extent the Federal Government deems appropriate.
- 39.2 Sub-Recipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under these Terms, or any other agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.
- 39.3 Sub-Recipient agrees to include the above two clauses in each agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
40. Government-Wide Debarment and Suspension. Sub-Recipient agrees to execute, and agree to the terms of, the Debarment and Suspension Certificate attached to these Terms as Attachment A. UTA agrees, and Sub-Recipient acquiesces, to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient

suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

41. Lobbying. Sub-Recipient agrees to execute, and agree to the terms of, the Lobbying Certificate attached to these Terms as Attachment B. In the event that Sub-Recipient applied for an award of \$100,000 or more, Sub-Recipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.
42. Contract Work Hours and Safety Standards.
  - 42.1 Overtime requirements. Sub-Recipient nor its subcontractors which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 42.2 Violation. In the event of any violation of the clause set forth in paragraph (1) of this section, Sub-Recipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Sub-Recipient and the subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, **in the sum of \$10 for each calendar day** on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - 42.3 Withholding for unpaid wages and liquidated damages. UTA shall upon its own action or upon written request of an authorized representative of Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Sub-Recipient or subcontractor under any such contract or any other Federal contract with Sub-Recipient, or any other federally-assisted contract subject to contract Work Hours and Safety Standards Act, which is held by Sub-Recipient, such sums as may be determined to be necessary to satisfy any liabilities of Sub-Recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
43. Recycled Products. Sub-Recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR § 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR § 247.
44. ADA Access. Sub-Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Sub-Recipient

also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
  - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance,” 49 C.F.R. Part 27;
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
  - (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
  - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
  - (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
  - (g) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
  - (h) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609;
  - (i) And any implementing requirements FTA may issue.
45. Privacy Act. Sub-Recipient, its employees, or its subcontractors shall not administer any system of records on behalf of the Federal Government under these Terms or any other contract without the express consent of the federal government.
46. Charter Service Operations. Sub-Recipient agrees to not engage in any Charter Service Operations as described in the Transportation State Management Plan Federal Transit Grant Programs manual.
47. School Transportation Operations. Sub-Recipient agrees that it will not provide exclusive school bus service unless qualified under specified exemptions. To operate exclusive school bus service under an exemption from the FTA Administrator, Sub-Recipient must demonstrate that:
- (a) It operates a school system in the area and also operates a separate and exclusive school bus program for the school system;
  - (b) Existing private school bus operators in the area are unable to provide adequate, safe service at reasonable rates; or

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

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

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

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

**UTAH TRANSIT AUTHORITY**

**SUB-RECIPIENT**

Approved as to Form and Content:

DocuSigned by:  
Mike Bell  
Michael Bell  
Assistant Attorney General and UTA Counsel

Reviewed and Recommended:

DocuSigned by:  
Holly Mahoney  
UTA Project Manager

By: \_\_\_\_\_  
Carolyn Gonot  
Executive Director

By: \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

DocuSigned by:  
By: David Hennessey 10/5/2020  
Dave Hennessey  
CEO/Executive Director

DocuSigned by:  
By: Phil Shumway 10/5/2020  
Phil Shumway  
CFO

## **Exhibit A**

### **(Project Description)**

#### **Salt Lake/ West Valley UZA**

- *Two vans to replace existing vehicles that have surpassed their useful life.*
- *Tablets for vehicles to assist with vehicle monitoring and transportation services.*
- *Operation costs to provide enhanced transportation services to seniors and persons with disabilities, beyond what is currently available.*

#### **Provo/Orem UZA**

- *Three buses to expand transportation services to seniors and persons with disabilities beyond what is currently available.*
- *Tablets for vehicles to assist with vehicle monitoring and transportation services.*

#### **Ogden/Layton UZA**

- *One van to replace an existing van that has surpassed its useful life.*
- *Tablets for vehicles to assist with vehicle monitoring and transportation services.*
- *Operation costs to provide enhanced transportation services to seniors and persons with disabilities, beyond what is currently available.*

### **(Vehicle Description)**

#### **Salt Lake/ West Valley UZA**

- *Two 14 passenger accessible replacement vans.*

#### **Provo/Orem UZA**

- *Three accessible 24 ft. expansion buses.*

#### **Ogden/Layton UZA**

- *One replacement accessible 14 passenger van.*

### **(Scope of Work)**

#### **Project Goals**

This project will allow TURN Community Services to maintain and provide ADA transportation services to a larger number of individuals who need transportation support and allow expansion of the service area for available services.

We would like to offer services for individuals with intellectual disabilities in areas that currently do not have ADA transportation available to them, such as West Lehi, Saratoga Springs, and Eagle Mountain. Also, we would like to serve areas that have limited availability for accessible transportation, such as Springville, Spanish Fork, Payson, and Santaquin.

Additionally, by acquiring additional vehicles, it may become possible to provide transportation services for individuals that attend our Summer Camp Program (an additional 30-35 individuals) in Utah County. Currently, the only transportation support available for our summer camp attendees is from TURN staff utilizing their vehicles which is not optimal. Families currently are responsible for getting their campers to and from the program each day. This grant will allow us to acquire additional vehicles that will make it possible to expand transportation services to a larger geographical area. By expanding our capacity and acquiring reliable vehicles, TURN Community Services will be able to provide safe, quality ADA transportation to those individuals who need it.

This project will fill the following gaps in Utah County: Acquiring additional vehicles will allow us to fill the gaps between fixed-route services and para-transit services for those individuals that live outside of the 3/4 mile regulation requirement to qualify for para-transit services. We support a large percentage of individuals who do not meet these criteria and would therefore not have accessible transportation available to them. This will allow them to get to and from their day programs each day and to support their local community by having access to local businesses and fun activities while attending the day program. It will also allow some individuals who seek supported employment to have a job in their local community and availability to travel to and from their employment. Individuals who receive support in their homes will also have the ability to receive transportation services when public transportation or para-transit services are not available, such as holidays and late evenings and/or weekends.

By receiving replacement vehicles for the SLC and Weber/Davis areas, we will be able to continue providing transportation services to the individuals we currently support. The individuals will be afforded safe and reliable transportation to access their local communities and to be able to get where they need to go, especially for individuals who are unable to utilize para-transit services or the regular public transportation services available in the area.

### **Implementation Plan**

Attend all Local LCC Meetings in all three areas.

Submit Letter of Intent by January 15, 2020

Attend Mandatory Application Workshop on January 7, 2020, 1 pm to 3 pm, Utah County at the MAG offices: 586 East 800 North, Orem

Complete 5310 Grant Application and submit along with required documentation by February 29, 2020, 11:59 PM.

Submit Vehicle Specifications to UTA by the August/September 2020 deadline.

Post-Award Training in September 2020.

Order Vehicles in January 2021.

Attend Post Award Training in March 2021.

Train on RidePilot Software when training is made available to recipients.

Receive Vehicles between April & June 2021.

Inspect Vehicles upon delivery.

Put vehicles into use upon receipt of them. We would love to implement this project right away, but due to needing these additional vehicles in order to do so, we will have to wait until awards have been made and vehicles are delivered. We currently utilize all vehicles in our fleet inventory to meet current needs.

Document all passengers supported and trips provided daily.

Follow all State and Federal regulations/requirements as outlined.

Routinely submit required documentation to UTA/FTA as per requested deadlines.

## **Staffing Plan**

Cindie Quintana is TURN's Director of Public Relations and Community Development. She is heavily involved in the management and facilitation of this grant. Cindie is also responsible for raising matching funds to meet the criteria for this project. She has many years of grant writing, public relations and management experience for several non-profit organizations. Cindie has been with TURN Community Services for just over a year. Cindie works out the main office in Salt Lake City.

Trista Lawrence has been with TURN for seven years and also worked for them for approximately ten years previously. She is heavily involved in the writing of this grant. Trista is currently the Director of Program Services in Utah County. She supervises six Day Programs and one Supported Employment department. She oversees approximately 160 of the individuals in Utah County. Additionally, she oversees and manages the client transportation needs in Utah County for those 160 individuals. She also sits on the UTA CAT Committee in order to stay up to date on all of the transportation issues that affect Utah County. Trista is the LCC representative for Utah County. She works out of our Provo Office.

Henry Neville has been with TURN since 2001 and is currently our Fleet Manager. He is responsible for sending our quarterly reports to UTA for the FTA's reporting guidelines. Henry also maintains our fleet and is responsible for ensuring we have the necessary supports to maintain and upkeep our fleet vehicles in compliance with any required guidelines or policies. Henry is the LCC representative for both SLC and the Weber/Davis areas. Henry is based out of our Northern Utah office.

Dave Hennessey is the CEO/Executive Director of TURN Community Services. He is the authorized signer of contracts for our agency and will be the signer for the 5310 grant monies. Dave has many years experience running several non-profit organizations. Dave has been with TURN for 12 years. He works out of both our Salt Lake City Office and our Provo Office.

Phil Shumway is the Chief Financial Officer for TURN Community Services. Phil has been with TURN since its founding in 1973. Phil will be involved in the ordering of vehicles and determining TURN's financial commitment and working with Cindie Quintana in managing any "match funds" we receive via donations.

In Utah County, TURN Community Services has approximately 28 staff who also serve as drivers on a daily basis and work on a rotation schedule to accommodate the many transportation routes. There are seven Program Coordinators and five Program Assistants in Utah County that will participate in the reporting and maintenance of vehicles.

In Salt Lake City, there will be five staff, one Program Coordinator and two Program Assistants involved as drivers and in maintaining the vehicles as well as the documentation process.

For Weber and Davis county programs, there will be five staff, one Program Coordinator and 2 Program Assistants who will track, report and maintain these vehicles.

## **Project Sustainability**

TURN Community Services has been a past recipient of 5310 grant award for the Cedar City and St. George areas. TURN has also been a recipient of 5310 funds in 2018 for the Wasatch Front area. Our organization has successfully navigated this process by attending all required training, meetings and following the process for ordering vehicles. TURN is now awaiting the delivery of those vehicles.

TURN Community Services prides itself on key staff who have the knowledge and capability to oversee this project. The TURN Management team will be available to assist when necessary in areas of implementation of this project and offer knowledge of transportation as warranted.

TURN Community Services has been a long-standing organization serving the community for 47 years.



We receive recurring donations from various local businesses such as the Workers Compensation Fund of Utah, United Way, Daniels Fund, and many more. TURN has been the recipient of Federal funds from various programs for the past 25 years. We also receive donations from client families, supporters, and the community. These funds are raised by our Director of Public Relations and Development Director and managed by our Chief Financial Officer and CEO in consultation with TURN's Board of Directors. TURN Community Services participates in an independent audit on a yearly basis. Grant funds are managed carefully and are not included with other funding sources.

### **Post Award Compliance Monitoring**

Sub-recipient agrees that after the project is awarded they will attend the mandatory Post-Award and RidePilot training. Upon completion, the Coordinated Mobility Grant Admin/Specialist will enter the date completed into the Grant Management Software.

All vehicles are purchased by UTA on behalf of each subrecipient to ensure Federal procurement compliance. Once subrecipient receives their vehicle they will report the delivery date and date vehicle was placed into service into the Grant Management Software. They will add vehicle location, maintenance plans, and any other information about the vehicle into Ride Pilot. Upon vehicle receipt, subrecipient will submit vehicle invoice in Grant Management Software, and the date the vehicle was placed into service in the RidePilot Software.

For ongoing project compliance, the subrecipient agrees to submit the following reports:

Quarterly: Quarterly Narrative, Trip Purposes, Number of one way trips for seniors and/or people with disabilities, Total number of people served, Vehicle Miles traveled

Annually: Certificates and Assurances, Single Audit or Financial Report,

Project Close-out: Final Reports, Final Expenditure, Close-Out Paperwork, Project Completed

Subrecipients receiving operations funding must submit for reimbursement on a quarterly or monthly basis. Subrecipients agree to follow backup documentation compliance when submitting for reimbursement. Subrecipients may not receive payment if they have not completed their quarterly reporting. Subrecipients will be subject to a Site Visit, Risk Assessment, and Vehicle Inspection conducted by UTA every two years. Monitoring frequency may change dependent upon level of risk determined from subrecipient evaluation. Subrecipients receiving vehicles must continue documenting fuel, maintenance, and cleaning in RidePilot.

After the Federal Useful Life of the vehicle subrecipients desiring to dispose of vehicle must have a value appraisal. If the value is greater than \$5,000 any additional proceeds must be returned to UTA for Federal processing.

Non-compliance with terms and conditions may be considered in future evaluation of applications.

\*For more information on Federal Vehicle Disposal please see FTA C 5010 1E Ch. IV.

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

| <b>SLC/WV Grant Funded Items</b> | <b>Federal Award</b> | <b>Local Share</b> | <b>Total Budget</b> | <b>ACCT#<br/>(UTA USE ONLY)</b> | <b>Source of Local Match<br/>(ie: donations, program revenue, local tax funds)</b> |
|----------------------------------|----------------------|--------------------|---------------------|---------------------------------|--|
| 2 Replacement vans               | \$ 115,200           | \$ 28,800          | \$ 144,000          |                                 |  |
| Operations                       | \$ 110,000           | \$ 110,000         | \$ 220,000          |                                 |  |
| Tablets for vehicles             | \$ 280               | \$ 70              | \$ 350              |                                 |  |
| <b>TOTAL PROJECT BUDGET</b>      | <b>\$ 225,480</b>    | <b>\$ 138,870</b>  | <b>\$ 364,350</b>   |                                 | Non-transportation program revenue and donations                                   |
| <b>P/O Grant Funded Items</b>    | <b>Federal Award</b> | <b>Local Share</b> | <b>Total Budget</b> | <b>ACCT#<br/>(UTA USE ONLY)</b> | <b>Source of Local Match<br/>(ie: donations, program revenue, local tax funds)</b> |
| 3 Expansion buses                | \$ 157,339           | \$ 43,800          | \$ 201,139          |                                 |  |
| Tablets for vehicles             | \$ 420               | \$ 105             | \$ 525              |                                 |  |
| <b>TOTAL PROJECT BUDGET</b>      | <b>\$ 157,759</b>    | <b>\$ 43,905</b>   | <b>\$ 201,664</b>   |                                 | Non-transportation program revenue and donations                                   |
| <b>O/L Grant Funded Items</b>    | <b>Federal Award</b> | <b>Local Share</b> | <b>Total Budget</b> | <b>ACCT#<br/>(UTA USE ONLY)</b> | <b>Source of Local Match<br/>(ie: donations, program revenue, local tax funds)</b> |
| 1 Replacement van                | \$ 57,600            | \$ 14,400          | \$ 72,000           |                                 |  |
| Operations                       | \$ 50,000            | \$ 50,000          | \$ 100,000          |                                 |  |
| Tablets for vehicles             | \$ 140               | \$ 35              | \$ 175              |                                 |  |
| <b>TOTAL PROJECT BUDGET</b>      | <b>\$ 107,740</b>    | <b>\$ 64,435</b>   | <b>\$ 172,175</b>   |                                 | Non-transportation program revenue and donations                                   |
| <b>TOTAL Award Budget</b>        | <b>\$ 490,979</b>    | <b>\$ 247,210</b>  | <b>\$ 738,189</b>   |                                 | Non-transportation program revenue and donations                                   |

**Exhibit C**  
**(Certificates and Assurances)**

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

## Certifications and Assurances

Fiscal Year 2020

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;



- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following*

*certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

#### **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

#### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*



*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the*

*Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.*

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

#### **CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway*

Certifications and Assurances

Fiscal Year 2020

*public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of categories 01–20. \_\_\_\_\_

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>  | <b>Certification</b> |
|--|----------------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____                |
| 02 Public Transportation Agency Safety Plans   | _____                |
| 03 Tax Liability and Felony Convictions  | _____                |
| 04 Lobbying  | _____                |
| 05 Private Sector Protections  | _____                |
| 06 Transit Asset Management Plan   | _____                |
| 07 Rolling Stock Buy America Reviews and Bus Testing   | _____                |
| 08 Urbanized Area Formula Grants Program   | _____                |
| 09 Formula Grants for Rural Areas  | _____                |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |

Certifications and Assurances

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12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13 State of Good Repair Grants

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\_\_\_\_\_

14 Infrastructure Finance Programs

\_\_\_\_\_  
\_\_\_\_\_

15 Alcohol and Controlled Substances Testing

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\_\_\_\_\_

16 Rail Safety Training and Oversight

\_\_\_\_\_  
\_\_\_\_\_

17 Demand Responsive Service

\_\_\_\_\_  
\_\_\_\_\_

18 Interest and Financing Costs

\_\_\_\_\_  
\_\_\_\_\_

19 Construction Hiring Preferences

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\_\_\_\_\_

20 Cybersecurity Certification for Rail Rolling Stock and Operations

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\_\_\_\_\_

**FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE**

**PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

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

Certifications and Assurances

Fiscal Year 2020

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

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



**ATTACHMENT A**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of the Bidder or Proposer Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID #** \_\_\_\_\_

\_\_\_\_\_  
Date

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

### **Instructions for Certification**

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

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

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

**ATTACHMENT B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certifies  
(Name and Title of Company Official)

on behalf of \_\_\_\_\_ that:  
(Name of Company)

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)



MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE: February 10, 2021**

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Advertising Contract Extension (R&amp;R Partners)</b>   |
| <b>AGENDA ITEM TYPE:</b> | Change Order   |
| <b>RECOMMENDATION:</b>   | Authorize the Executive Director to extend the contract with R&R Partners for six months, pursuant to the original contract which provides for up to three option years, to allow for the time to conduct a new procurement for agency services and provide time for a potential transition.   |
| <b>BACKGROUND:</b>       | <p>R&amp;R Partners was procured in 2015 through a full RFP procurement process. It's a 4 ½ year contract, with up to three option years available. R&amp;R was unanimously chosen by the selection committee due to their experience – specifically in transit – the strength of their proposal and creative work, the experience of the team assigned to our contract, and their competitive cost proposal.</p> <p>The scope of the agency contract – currently R&amp;R Partners – is for Advertising and/or Marketing Campaigns, Branding (including vehicle/fleet designs), and Strategic Creative Design. The scope of the contract does NOT include public relations, social media (unless paid social media as part of a broader campaign), public affairs or government relations.</p> <p>The annual work performed by the agency is based on the approved PR &amp; Marketing Department, typically in the range of \$1.1 - \$1.2 million annually. The agency assists UTA in the strategic and creative development of several paid advertising and marketing campaigns (brand/awareness, back-to-school/Ed Pass, Change Day, new service/route level marketing, Riders License, safety, line/project openings, new service launches, etc.), service branding and vehicle design, the annual Benchmark Survey, and creative work for major agency publications.</p> |
| <b>DISCUSSION:</b>       | <p>UTA intends to issue a new procurement for an advertising agency of record. The six-month contract extension with R&amp;R Partners will provide the time to conduct the RFP process and to allow time for the possible transition to a new agency.</p> <p>In the meantime, UTA and R&amp;R Partners has embarked on a multi-year effort to retool UTA's communications with respect to branding, messaging and tone. This new approach has been incorporated into all of UTA's advertising and marketing campaigns. These efforts were affected by the outbreak of the COVID-19 pandemic in early 2020,</p>   |

|                                 |   |   |
|---------------------------------|---|---|
|                                 | <p>and we have effectively adjusted our messaging and are researching strategies to help UTA emerge from the pandemic in 2021 and beyond.</p> <p>The current contact with R&amp;R Partners includes a \$36,225 monthly retainer. The retainer was calculated based on UTA’s estimate of requiring an average of 315 hours per month, and R&amp;R’s proposal of a blended hourly rate of \$115, which is highly competitive.</p> <p>The contract also <u>excludes</u> the standard agency commission of 15% for the paid media they purchase. Commissions are standard practice for agencies, as it increases their revenue, so this provides notable savings to UTA. The retainer is the only revenue that R&amp;R Partners receives.</p> |   |
| <p><b>CONTRACT SUMMARY:</b></p> | <p>Contractor Name: R&amp;R Partners</p>  |   |
|                                 | <p>Contract Number: 15-1205TP</p>   | <p>Existing Contract Value: \$9,350,000</p>   |
|                                 | <p>Base Contract Effective Dates:<br/>July 1, 2015 – December 31, 2019</p>  | <p>First Year Extended Contract Dates:<br/>January 1, 2020 – December 31, 2020</p> <p><b>Current Six-Month Extended Contract Dates: January 1, 2021 – June 30, 2021</b></p> |
|                                 | <p>Amendment Amount: Approximately \$600,000 - \$850,000. This amount reflects approximately 50-75 percent of the proposed annual budget for advertising/marketing within the PR&amp;Marketing Department. The range allows for flexibility in the event more dollars are spent earlier in 2021 due to scheduled / proposed campaigns.</p>  | <p>New/Total Amount Contract Value: \$9,350,000 plus 50-75 percent of the 2021 budget amount (not to exceed \$850,000).</p>   |
|                                 | <p>Procurement Method: RFP selection process</p>  | <p>Funding Sources: UTA funds</p>   |
| <p><b>ALTERNATIVES:</b></p>     | <p>Should UTA not move forward with the contract extension, R&amp;R service will cease and we will be without agency services until the new procurement process is complete. This process would take several months at a key time in the redevelopment of UTA’s branding and communications, especially as the COVID-19 pandemic continues.</p>   |   |
| <p><b>FISCAL IMPACT:</b></p>    | <p>The funds for the contract will be provided by the 2020 final budget approved for the PR &amp; Marketing Department.</p>   |   |
| <p><b>ATTACHMENTS:</b></p>      | <ol style="list-style-type: none"> <li>1. Amendment 2</li> <li>2. Original Contract</li> </ol>  |   |



January 21, 2021

R&R Partners  
Attn: Jen Riley  
837 East South Temple  
Salt Lake City, UT 84102  
[Jen.riley@rrpartners.com](mailto:Jen.riley@rrpartners.com)

**RE: Contract 15-1205TP – Advertising Agency Services**

**Contract Amendment No. 2**

Dear Jen:

The purpose of this letter is to amend the current Contract between R&R Partners and Utah Transit Authority (UTA) dated July 1, 2015, Contract Number 15-1205TP. This letter (Amendment No.2) shall exercise a six-month extension of this Contract, under section 8, extending the contract from December 31, 2020 thru June 30, 2021. The New/Total Amount Contract Value: \$9,350,000 plus 50-75 percent of the 2021 budget amount (not to exceed \$850,000).

All terms and conditions of this Contract shall continue in full force and effect.

If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

R&R PARTNERS, INC.

January 21, 2021

E-SIGNED by Morgan Baumgartner

on 2021-01-21 18:20:25 GMT

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

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

Carolyn M. Gonot  
Executive Director

Morgan Baumgartner  
Executive Vice President, General Counsel

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

Andrea Packer  
Communications Director

Approved as to Form and Content

**Michael Bell** Digitally signed by Michael Bell  
Date: 2021.02.02 12:05:25 -07'00'

Michael Bell  
Assistant Attorney General  
UTA Counsel



THIS ADVERTISING SERVICE AGREEMENT ("Agreement") is hereby made this 1<sup>st</sup> day of July 2015 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B) Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (hereafter "the Authority"), and R&R Partners, Inc., a Nevada corporation, whose principal place of business in Utah is 837 East South Temple, Salt Lake City, UT 84103 (hereafter the "Contractor.")

#### RECITALS

- A. On March 23, 2015, the Authority opened sealed proposals for advertising agency services requested by the Authority in its Request for Proposals Number RFP 15-1205TP (the "RFP"), dated March 2, 2015, the RFP is hereby incorporated into this Agreement by this reference;
- B. The Authority wishes to procure such services according to the terms, conditions and specifications set forth in the RFP, as such are modified or supplemented by this Agreement;
- C. The proposal submitted by Contractor (the "Proposal") in response to the RFP was deemed to be the most advantageous to the Authority, the Proposal is hereby incorporated into this Agreement by this reference; and
- D. Contractor is willing to furnish the services set forth in the RFP, as such are modified or supplemented by this Agreement.

#### AGREEMENT

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

1. Services to be Performed by Contractor. The Authority hereby retains Contractor's best efforts to provide professional advertising and marketing services to the Authority as outlined in the RFP and as set forth in this Agreement, under the personal direction and supervision of PR & Marketing Manager. Utilizing the skills and abilities set forth in the RFP shall support the following campaign and activities, which typically include, but may not be limited to, the following:
  - a. Branding/Product Campaign: one (1) main campaign each year. Usually a television campaign with 3-4 spots, running approximately April through November.
  - b. Change Day: occurs three times per year (April, August & November), and usually includes newspaper ads to inform riders about changes to routes and schedules.
  - c. Ed Pass: coordinated with the Regional Marketing Specialists in each of the business units. Typically includes newspaper ads in the college/university papers, running

September through December. May assist the business units with supplemental activities and/or collaterals.

- d. Targeted Campaigns: Identified campaigns for specific products, programs or target audiences. Averages 2-3 campaigns per year, typically 4-6 months in length with paid media.
- e. Examples include Human Resources/Recruitment, major project openings (FrontRunner, BRT) and the Salt Lake Bus Re-Design.
- f. Also includes campaigns to identified target audiences including seniors, multi-ethnic, teens, etc.
- g. Special Events: Periodic support in planning and producing collateral pieces for special events (invitations, banners, programs, etc.) Averages 3-5 events per year.
- h. Bicycle Promotion: Coordinate directly with the Regional Marketing Specialist on annual program to promote biking. Typically takes place 1-2 months each year, and involves support in event planning and the production of collaterals.
- i. Collaterals: Design and production of collaterals for various projects and programs. Averages 3- 5 pieces per year.
- j. Examples include annual report, UTA fact sheets, corporate or project newsletters, etc.

2. Authority to Establish Annual Budget for Services to be Performed under Agreement. Upon the execution of this Agreement and, thereafter, at or prior to the beginning of each subsequent year commencing during the term of this Agreement, the Authority shall establish and deliver to Contractor an annual budget (the "Annual Budget"). The Annual Budget delivered to Contractor will establish the maximum amount payable by the Authority during each respective year for the Services to be performed by Contractor pursuant to this Agreement. In no event, will the Authority be liable for amounts in excess of such Annual Budget unless agreed to in writing by the Authority.

3. Compensation for Contractor's Services. As compensation for the services Contractor shall perform on behalf of the Authority, Contractor shall receive the compensation provided below. Notwithstanding anything contained to the contrary in this Agreement, the total amount of all forms of compensation paid to Contractor during any year as set forth below shall be subject to the limitation imposed by the Annual Budget as set forth in Paragraph 2 of this Agreement.

- A. For the Services to be performed by Contractor as set forth in Paragraph 1 of this Agreement, the Authority shall pay Contractor a fixed, lump sum monthly retainer of \$36,225 for the period commencing upon the execution of this Agreement and continuing through the Initial Term and any Renewal Term of this Agreement. The fixed, lump sum retainer is based upon an estimated average of 315 hours per month, the number of hours which the parties anticipate Contractor will expend during contract term allocated on an average monthly basis, multiplied by an average hourly rate of \$115 per hour.
- B. Hours worked by Contractor in excess of this estimated average 315 hours per month may be billed at the rate of \$115 per hour. Work performed by Contractor that is projected to exceed the average of 315 hours per month must receive prior written approval from the Authority. The Authority and Contractor will reconcile the hours worked on a quarterly basis and determine appropriate compensation.



- C. The parties shall meet in good faith prior to the end of each year of this Agreement to discuss adjustments to the fees set forth above. The adjustments to be negotiated shall be based on the number of hours estimated to be incurred by Contractor during the upcoming year. In the event that the parties are unable to reach agreement regarding the adjustments to be made for the upcoming year, then Contractor shall continue to perform under the prior year's lump sum rates for the first 120 days of the following year, at which time (if no further adjustment has been agreed upon between the parties) either party may terminate this Agreement upon notice to the other.
- D. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to compensate Contractor for media time purchased on behalf of the Authority at Contractor's actual net cost. Any earned commissions, cash discounts, refunds or free media time/space will be credited to the Authority and not reimbursed to Contractor. In its invoices to the Authority for such media time, Contractor must provide evidence of the expended net costs in a form sufficient for the Authority to verify Contractor's entitlement to payment of such costs. All media expenditures must be approved by the Authority in writing prior to purchase.
- E. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to compensate Contractor for the net costs, after deduction of cash discounts, rebates commissions and sales and use taxes, of all materials and services purchased outside Contractor's organization for the Authority on the Authority's account by Contractor. The Authority shall also compensate Contractor for all incidental costs reasonably incurred by Contractor in the performance of the work set forth in this Agreement including, without limitation, copying and reproduction charges, shipping, express mail, long distance charges and similar items. Contractor acknowledges that the Authority is a governmental organization generally exempt from the payment of sales and use taxes pursuant to the Constitution of the State of Utah and by State statute. Contractor will cooperate with the Authority in legally avoiding the payment of sales and use taxes on items purchased for use by the Authority under this Agreement. In its invoices to the Authority for such costs, Contractor must provide evidence of the expended net costs in a form sufficient for the Authority to verify Contractor's entitlement to payment of such costs.
- F. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to reimburse Contractor for reasonable cash outlays made in connection with travel expenses outside the Authority's service area, provided that such cash outlays are authorized or approved by the Authority in writing.
- G. If the Authority desires services from Contractor other than or in addition to those identified or implied in this Agreement, the compensation to be paid to Contractor shall be agreed to in writing between the parties in advance of the services.

H. The lump sum monthly retainer to be paid under this Paragraph 3 shall be billed in advance to the Authority at the beginning of each month. Contractor will submit to the Authority a statement for expenses incurred pursuant to Paragraph 3 at the end of each month. The Authority agrees to pay amounts properly billed by Contractor within 30 days of its receipt of each statement. A late charge equal to 1% per month may be applied to any amounts not paid within 30 days of the date any amounts to be paid hereunder are due. The parties hereby agree the amount of the late charge is a reasonable estimate of the damages Contractor would suffer, which include Contractor administrative costs and loss of use of such unpaid amounts.

4. Contractor to Exercise Due Care in Performance of Obligations. In its performance of the obligations assumed pursuant to this Agreement, Contractor hereby agrees and covenants to exercise that level of care generally accepted as reasonable and prudent by professionals engaged in services similar to those to be performed hereunder. Without limiting the breadth of this covenant, Contractor agrees as follows:

- A. Contractor shall use its best knowledge and ability to guard against any loss to the Authority though failure of media or suppliers to properly execute their commitments, but Contractor shall not be held responsible for any failure on the part of the media entity.
- B. Contractor shall obtain all necessary releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties to be used on behalf of the Authority. Contractor shall indemnify and hold harmless the Authority from losses resulting from any breach of the covenant set forth in the preceding sentence. Contractor agrees to indemnify and hold harmless the Authority, including its affiliates, and all related entities, from any and all costs and expenses, claims, demands, liabilities, damages, and money judgements, including attorneys' fees (whether incurred in a third party action or in an action brought to enforce this Agreement) arising out of or in any way connective with the creation or development of Works by or for Contractor, including, but not limited to any and all direct or indirect results of Contractor's breach of the warranty contained in this Paragraph 4 hereof. The Authority agrees to indemnify Contractor from all third-party claims which may arise from the use of creative materials supplied by the Authority.
- C. Contractor shall not deliver to the Authority any campaign, advertising material, public relations material or similar work that would be misleading, indecent, libelous, unlawful or otherwise prejudicial to the Authority's interests.
- D. Contractor warrants that Works which it delivers to the Authority pursuant to this Agreement are original, are unencumbered by ownership claims from any third party, and do not and will not violate the rights of any third party.
- E. All information, concepts, ideas, or other materials provided to Contractor by the Authority or which come to be known by Contractor in the course of performing the Services for the

Authority will be maintained by Contractor in complete confidence and Contractor shall not, without the written consent of the Authority, reveal or otherwise make available to any third person any confidential information or trade secrets of the Authority, including information with respect to the Authority's products, business, customers or methods of operation. Contractor will not use materials prepared for the Authority or identify the Authority in materials presented to others without the Authority's prior written approval. This paragraph shall be interpreted consistent with the Utah Governmental Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated 1953, as amended. All documentation, work papers, or other materials evidencing Contractor's work for the Authority ("Work Product") shall belong to the Authority and shall be similarly maintained in confidence. Contractor shall make no use of the Work Product during the Initial Term or any Renewal Term thereafter, except to perform the Services. All information and materials received by Contractor from the Authority and/or Work Product will be returned to the Authority upon request and at no additional cost.

5. Conflicts of Interest. Contractor agrees to devote its best efforts to the Authority's interests, and to endeavor in every reasonable way to assist the Authority in fulfilling its goals, credo and mission statement. Contractor agrees to immediately identify and disclose in complete detail any existing or prospective engagement by another client that could create an actual or potential conflict of interest with respect to Contractor's engagement with the Authority as set forth in this Agreement. Requests for waivers of potential or actual conflicts of interest will be considered on a case by case basis. No waiver will be granted if the subject of the proposed adverse representation involves substantially the same matter in which Contractor has represented the Authority on a closely related matter. If the Authority determines that a conflict of interest exists and refuses to waive the conflict of interest, the Authority shall have the right to terminate the Agreement without further notice to Contractor.
  
6. Ownership of Materials Produced under Agreement. All rights, title and interest to the Works created or developed by or for Contractor after the date of this Agreement shall belong to the Authority. All copyrightable Works developed by or for Contractor hereunder shall be considered "works for hire" under the Copyright Act, and as such, all right, title and interest therein, including copyright, shall belong to the Authority. To the extent that any Works referenced herein do not qualify as "works for hire," Contractor hereby irrevocably assigns and agrees to irrevocably assign to the Authority and shall require anyone work for Contractor to irrevocably assign to the Authority all rights, title and interest, including copyright in and to such Works. Contractor shall purchase the materials and services required to produce the advertising, marketing, or other communications materials (of whatever form or media) to be prepared by Contractor under this Agreement. All such Works, materials and services, including copyrights, will become the Authority's property (provided that the Authority is not then in default of its payment obligations as set forth in this Agreement) as of the time that such materials are prepared. Contractor or its agents may not withhold such ownership rights by non-acceptance of payment. Contractor retains ownership to any material or ideas offered to and rejected by the Authority, and may submit such rejected material or ideas to other clients provided that such submission does not involve the release or disclosure of the Authority's confidential information, business or methods of operation.

7. Key Personnel. The following individuals have hereby been designated as "key personnel" under this Agreement: Michael Navarre, Group Account Director. Changes in key personnel shall be made only after consultation with the Authority.
8. Term. The term of this Agreement will commence on July 1, 2015 and conclude on December 31, 2019 (the "Initial Term"). The Authority, at its sole option, will have the unilateral right to extend the term provided in this paragraph for three (3) additional, consecutive one-year terms (each a "Renewal Term"). The Authority may exercise its option to extend this Agreement by delivering written notice to Contractor at least ninety (90) days prior to the expiration of the Initial Term. In the event the Authority has exercised its first option to extend the term of this Agreement, and desires to extend the Agreement for an additional one-year term, the Authority may exercise such option by delivery written notice to Contractor at least ninety (90) days prior to the expiration of the first Renewal Term. In the event the Authority has exercised its second option to extend the term of this Agreement, and desires to extend the Agreement for an additional one-year term, the Authority may exercise such option by delivering written notice to Contractor at least ninety (90) days prior to the expiration of the second Renewal Term.
9. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated prior to the expiration of the term(s) only as provided in this paragraph.
  - A. This Agreement may be terminated by either party, with or without cause, upon the party providing forty-five (45) days prior written notice to the other party. Additionally, in the event that the Authority's operating and support funds are terminated or suspended for any reason, or the Authority for any other reason shall terminate its operations on either a permanent or temporary basis, the Authority shall have the right to immediately terminate this Agreement, without liability, by providing written notice to Contractor.
  - B. This Agreement may be terminated by the Authority in the event that the Authority gives notice to Contractor of Contractor's default of a material term or condition of this Agreement and Contractor fails to cure such default within thirty (30) days after receiving written notice of such default from the Authority.
  - C. This Agreement may be terminated by Contractor in the event that Contractor gives notice to the Authority of the Authority's default of a material term or condition of this Agreement and the Authority fails to cure such default within thirty (30) days after receiving written notice of such default from Contractor.
  - D. This Agreement may be terminated as set forth in Paragraph 4.
  - E. This Agreement may be terminated as set forth in Paragraph 5.
  - F. This Agreement may be terminated as set forth in Paragraph 8.

- G. If either party terminates this Agreement as set forth herein, the Authority shall pay to Contractor, within ten (10) days of such termination, all of Contractor's fees and expenses accrued or incurred to and including the date of termination, including any amounts incurred or accrued in connection with work in progress.
10. Contractor an Independent Contractor. The parties agree that Contractor, in the performance of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of the Authority. Neither Contractor nor any of Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage or fringe benefits that apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it will be solely responsible for the payment of all payroll, income and other taxes generally applicable to independent contractors.
11. Insurance Requirements. Within five (5) calendar days of the date of this Agreement, Contractor must provide one or more certificates of insurance (and, at the Authority's request, a copy of the insurance policy) providing proof of Comprehensive General Liability Insurance in the amount of \$2,000,000 per occurrence, \$5,000,000 aggregate, \$2,000,000 products and completed operations aggregate; Automobile Liability Insurance with a minimum of \$1,000,000 combined single limit each accident; and Professional Liability Insurance in the amount of \$2,000,000 each claim, \$5,000,000 annual aggregate. Contractor's insurance policies shall also name the Authority and its affiliates as additional insureds. Contractor must also provide and carry for itself Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of Utah.
12. Indemnification. Each party hereby agrees to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said latter party may sustain, directly or indirectly, as the result of (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any provision contained in this Agreement.
13. Maintenance of Records. Contractor shall maintain detailed records of the services performed under this Agreement including an accounting of the hours spent on projects related to this Agreement (including identification of Contractor's personnel engaged in such activities) and a description of the work performed by Contractor under the Agreement. On a quarterly basis, Contractor will provide the Authority with a report summarizing such information, as it pertains to the reporting quarter, in a form mutually acceptable to the parties. Contractor shall also maintain records regarding any and all expenses billed to the Authority pursuant to Paragraph 3 of this Agreement. All records to be maintained by Contractor pursuant to this paragraph shall be maintained for a period of not less than three (3) years following the termination of this Agreement and shall be available for inspection by the Authority, or any employee, auditor, or other agent or designee of the Authority at all times upon reasonable notice. The records kept by Contractor and the reports

furnished to the Authority will be utilized in the annual negotiation of lump sum fees as described in Paragraph 3 of this Agreement.

14. Assignment and Subcontracting. Contractor shall not be permitted to assign or delegate any rights or obligations under this Agreement without the prior written approval of the Authority. In the event that Contractor subcontracts a portion of the services as provided herein, Contractor will be responsible for ensuring that its subcontractor or subcontractors comply with all of the terms and provisions for this Agreement and, notwithstanding any such subcontracting, Contractor will be liable for any breach or default hereof and shall indemnify and hold the Authority harmless from any losses. Upon payment of the quoted fees, the Authority will own the right to use such creative elements for all purposes without further compensation.
  
15. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the services called for under this Agreement, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances. Without in any way limiting the breadth of the obligations set forth in this paragraph, Contractor hereby specifically agrees, covenants and warrants as follows:
  - A. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable trade mark, copyright and intellectual property right laws of any kind or nature.
  - B. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of the Hatch Act, 5 U.S.C. §§1501 and 1502 and all applicable requirements of §20A-11-101 *et seq.*, Utah Code Annotated 1953, as amended.
  - C. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable federal, state and local environmental laws, rules and regulations.
  
16. Representations and Warranties of Contractor. In conjunction with the services to be provided by Contractor pursuant to this Agreement, Contractor makes the following representations and warranties:
  - A. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Contractor represents and warrants that the individual executing this Agreement on its behalf has the full corporate power, authority and right to enter into this Agreement and to perform the acts contemplated herein.

17. Attorneys' Fees. If any legal action is necessary in order to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.
18. Headings/Counterparts. The headings of the items and sections contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify the meaning of such items and sections. The preamble to the Agreement, including the designation of the parties are incorporated herein as a substantive portion of the Agreement, just as if they were numbered sections. Any number of counterparts of this Agreement may be signed and delivered and each shall be considered an original and together they shall constitute one agreement.
19. Survival. The representations, warranties and covenants of the parties hereto shall survive the expiration or termination of this Agreement, subject to any express limitations on survivability contained in this Agreement.
20. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any person other than the parties who receives benefits under this Agreement shall be deemed an incidental beneficiary only. Nothing in this Agreement shall be construed as a grant by one party to the other of any authority to assume or create an obligation on behalf of or in the name of the other party.
22. Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
23. No Authority to Bind Client. Contractor has no authority to enter into contracts or agreements on behalf of the Authority.
24. Notices. Notices given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein and in Paragraphs 24 and 25, as applicable. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

THE AUTHORITY:

Utah Transit Authority  
ATTN: Grants and Contracts Administrator  
669 W. 200 S.  
Salt Lake City, UT 84101  
Phone: 801-236-4754

CONTRACTOR:

R&R Partners, Inc.  
ATTN: James King  
837 East South Temple  
Salt Lake City, UT 84103  
Phone: 801-531-6877

24. Contract Manager: The Authority's Contract Manager for this Agreement shall be the Authority's Manager of Public Relations and Marketing, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to the Manager of Public Relations and Marketing, or designee at 669 West 200 South, Salt Lake City, UT 84101, Phone: 801-287-2270.
25. Contract Administrator: The Authority's Contract Administrator for this Agreement shall be the Authority's Grants and Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to the Grants and Contracts Administrator, or designee at the address listed in Paragraph 24.
26. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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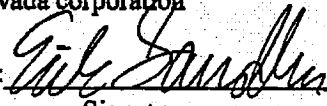


27. Construction of Agreement. Any conflicts among the provisions of this Agreement, the provisions of the RFP and the provisions of the Proposal, as well as any internal conflicts within any of such documents, will be resolved according to the following hierarchy in descending order of priority, with the first referenced document having the highest priority:

- A. The provisions of any amendments to this Agreement which are: (i) set forth in a writing designated as an amendment hereto; and (ii) executed by both of the parties;
- B. The provisions of this Agreement;
- C. The provisions of the RFP; and
- D. The provisions of the Proposal.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

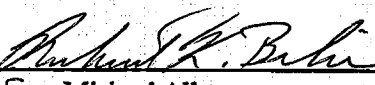
**CONTRACTOR: R&R Partners, Inc. a Nevada corporation**


By:   
Signature

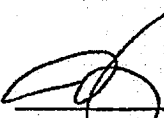
Printed Name: Erik Sandhu

Title: CFO

**THE AUTHORITY: Utah Transit Authority, a public transit district**

By:   
For Michael Allegra  
Acting General Manager, President & CEO

By:   
Andrea Packer  
Chief Communications Officer

  
UTA Legal  
(As to form)



## MEETING MEMO

**TO:** Utah Transit Authority Local Advisory Council  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Alisha Garrett, Chief Enterprise Strategy Officer  
**PRESENTER(S):** Alisha Garrett, Chief Enterprise Strategy Officer

**BOARD MEETING DATE:** February 10, 2021

|                          |   |
|--------------------------|---|
| <b>SUBJECT:</b>          | <b>Continuous Improvement Team Report 2020</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Discussion</b>   |
| <b>RECOMMENDATION:</b>   | Informational report for discussion   |
| <b>BACKGROUND:</b>       | <p>In 2016, UTA created a Continuous Improvement department. The purpose of this department is to foster learning and lead culture and improvement efforts across the agency to improve efficiency and effectiveness. To support the mission and vision the department structured a cross functional UTA Continuous Improvement team in 2017, made up of various members from across the agency which continues to grow each year. The purpose of this team is to build knowledge and expertise in Service Units and across Agency Offices to ensure the work of CI becomes core to UTA's approach in our day-to-day work and reinforces the elements of the UTA Way. 2020 was a great year where several team members successfully accomplished their certification program and helped to lead out and complete numerous continuous improvement efforts across the agency.</p> |
| <b>DISCUSSION:</b>       | <p>This report will share information about how the CI team performed against their learning goals and objectives, recognize team members who achieved their certification and highlight some of the types of CI projects that occurred in 2020.</p>  |
| <b>ATTACHMENTS:</b>      | None  |



# MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** February 10, 2021

|                          |  |
|--------------------------|--|
| <b>SUBJECT:</b>          | <b>Closed Session</b>  |
| <b>AGENDA ITEM TYPE:</b> | <b>Closed Session</b>  |
| <b>RECOMMENDATION:</b>   | Approve moving to closed session for discussion of pending or reasonably imminent litigation   |
| <b>DISCUSSION:</b>       | <p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purpose for this closed session is:</p> <ul style="list-style-type: none"><li>• Strategy session to discuss pending or reasonably imminent litigation</li></ul> |