

ERIN MENDENHALL
Mayor



DEPARTMENT of COMMUNITY
and NEIGHBORHOODS

Blake Thomas
Director

CITY COUNCIL TRANSMITTAL


Lisa Shaffer (Jun 21, 2023 11:41 MDT)

Lisa Shaffer, Chief Administrative Officer

Date Received: 06/21/2023

Date sent to Council: 06/21/2023

TO: Salt Lake City Council
Darin Mano, Chair

DATE: June 20, 2023

FROM: Blake Thomas, Director, Department of Community & Neighborhoods



SUBJECT: Transit Master Plan Implementation Interlocal Agreement (ILA) with the Utah Transit Authority (UTA), Addendum No. 7 – Continuation of FTN Routes 1, 2, 9, and 21

STAFF CONTACT: Julianne Sabula, Deputy Director of Transportation,
julianne.sabula@slcogov.com, 801-535-6678

DOCUMENT TYPE: Resolution

RECOMMENDATION: That City Council approve a resolution (Exhibit 1) authorizing the Mayor to enter into the proposed addendum 7 (Exhibit 3) to the Interlocal Agreement with UTA (Exhibit 2) to implement 2023-24 Frequent Transit Network (FTN) service.

BUDGET IMPACT: The budget impact of Addendum No. 7 is \$6,462,409.34 for the FTN service to be provided during FY 23-24 along Routes 1, 2, 9, and 21, which is currently funded to run until August Change Day 2023. The funds associated with this addendum are included in the Mayor's Recommended Budget, and cost details appear in Exhibit 4.

BACKGROUND/DISCUSSION: The Transit Master Plan Implementation ILA with UTA is a twenty-year agreement that has a goal of full implementation of the FTN as described in Salt Lake City's Transit Master Plan. Council adopted the Plan in 2017 with the intent that six corridors would be included in Phase one of implementation. These corridors are 200 South, 900 South, 2100 South, 1000 North, 600 North, and 400 South.

Council has since approved Addendum No. 1, along with a corresponding budget appropriation, to mobilize (referring to the recruitment, hiring, and training of operators, mechanics, and

supervisors, as well as the initial vehicle lease payments for training and testing along the new routes) for service on Routes 2, 9, and 21, which began operations in August 2019. Addendum No. 2 and the corresponding budget sponsored continuation of the increased frequency and hours of operation (span) on these routes. UTA conducts periodic “true-ups” to determine whether actual costs came in at, above, or below projections, for instance, due to fuel costs. This yielded an amendment to Addendum No. 2, which was approved in January 2021 and resulted in a credit to Salt Lake City. Addenda Nos. 3 and 4 have continued operation of additional span and frequency on these routes for the 2020-21 and 2021-22 service years until Council approved and funded Addendum 5 to mobilize for Route 1. Addendum No. 6 was approved in 2022 for the launch of service on Route 1, in addition to continued service on the 2, 9, and 21. Council also approved an amendment to Addendum No. 3 in 2022 for a credit to the City as a result of Covid-related service reductions.

This Addendum No. 7 mimics Addendum No. 6 for continuation of the sponsored routes, with adjustments made according to the terms of the main agreement. These include inflation, fuel costs, and UTA’s “baseline” which refers to the level of service UTA would provide absent City sponsorship based on the service guidelines articulated in the Five-Year Service Plan. It should be noted that the City and UTA decided to use an annual inflation rate of 2.2% in the cost calculator with the idea that over the course of the 20-year agreement, fluctuations year-to-year would balance out. In addition, despite volatility in fuel prices over the past year, the variation was not significant enough to warrant the true-up that was foreshadowed in last year’s transmittal for Transit Master Plan implementation.

Implementation of the FTN has been a highly collaborative effort between the City and UTA over the past five years. Many of the corridors in the Transit Master Plan are included and budgeted for in UTA’s Five-Year Service Plan. Some have already been implemented at UTA’s expense, such as the 900 East and Upper Avenues corridors (Route 209), State Street (Route 200), 600 North (extension of route 205, proposed for restoration of frequent service as labor supply rebounds), and Redwood Road (Route 217).

PUBLIC PROCESS: The Transit Master Plan public process was very robust and included 16 stakeholder interviews, 18 mobile events, and over 2000 unique online comments. The Transportation Advisory Board and Bicycle Advisory Committee provided guidance on both the Master Plan and the guiding principles for the ILA. Specific to the ILA, addenda, and corresponding City budget appropriations, the process included City-hosted public hearings on the ILA and prior addenda. This year’s budget process, including public hearings, will provide for additional public comment on the transit service line item. In addition, UTA conducts public hearing processes for the Five-Year Service Plan, as well as for each Change Day.

EXHIBITS:

- 1) Resolution
- 2) Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement
- 3) Addendum No. 7

- a) Description of the 2023-24 FTN
- b) 2023-24 Baseline Services
- 4) **2023 Cost Calculator**
 - a) 2021 National Transit Database (NTD) Profile
 - b) Cost Per Mile
 - c) Paratransit
 - d) Cost Worksheet

EXHIBIT 1
Resolution

DRAFT

RESOLUTION _____ OF 2023

Authorizing approval of Addendum No. 7 to an Interlocal Cooperation Agreement between Salt Lake City Corporation and Utah Transit Authority providing for transfer of City funds for implementation of the Transit Master Plan.

WHEREAS, Utah Code Title 11, Chapter 13 allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, on February 19, 2019, Salt Lake City Council authorized that the City enter into an Interlocal Cooperation Agreement between Salt Lake City Corporation and Utah Transit Authority providing for transfer of City funds for implementation of the Transit Master Plan; and

WHEREAS, the Interlocal Agreement contemplated that the parties would enter into an annual addendum to provide funding for the frequent transit network routes and other transit improvements; and

WHEREAS, a draft addendum has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED, by the City Council of Salt Lake City, Utah as follows:

- 1. It does hereby approve the execution and delivery of the following:

ADDENDUM NO. 7 TO THE SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY TRANSMIT MASTER PLAN INTERLOCAL AGREEMENT (2023-2024 FTN ROUTES).

- 2. Erin Mendenhall, Mayor of Salt Lake City, Utah or her designee is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, her execution thereof to constitute conclusive evidence of such approval.

PASSED by the City Council of Salt Lake City this _____ day of _____, 2023.

SALT LAKE CITY COUNCIL

CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

Sara Montoya

Salt Lake City Attorney's Office

Date: June 16, 2023

EXHIBIT 2
Transit Master Plan Implementation Interlocal
Agreement with UTA

DRAFT

City Tracking No.
06-3-19-1244

RECORDED
MAR 13 2019
CITY RECORDER

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

THIS TRANSIT MASTER PLAN IMPLEMENTATION INTERLOCAL AGREEMENT (“Agreement”) is made this 6th day of March, 2019, by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“City”).

RECITALS

- A. Utah Code §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and
- B. UTA and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code §11-13-101, et seq., known as the “Interlocal Cooperation Act”); and
- C. The City and UTA both serve the transit-riding public in Salt Lake City; and
- D. UTA is responsible for the equitable distribution of transit service in the region, of which Salt Lake City is a major travel market; and
- E. UTA currently provides transit services to, from and within Salt Lake City at levels that reflect this equitable distribution of service; and
- F. The City adopted a Transit Master Plan (“Plan”) on the 5th day of December, 2017; and
- G. This Plan was jointly developed by UTA and the City and it is the Parties’ shared intent to implement the Plan over the next twenty years; and
- H. The Plan recommends a suite of transit improvements (the “Transit Improvements”), including the expansion of UTA’s current service level within the City to include higher frequencies, expanded service hours, and adjustments to alignments that UTA is able to provide with current financial resources; and
- I. The Transit Improvements also include alternative transportation programs enhancing first-mile/last-mile connections, capital improvements, and other improvements described in the Plan; and

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

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

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

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

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

3. **FREQUENT TRANSIT NETWORK ROUTES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. CITY OBLIGATIONS WITH RESPECT TO FTN ROUTES.

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

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

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

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

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

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

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

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

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

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

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

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

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discuss performance related issues.

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

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

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

16. **STATUS OF PARTIES.**

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

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

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

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

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

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

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

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

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

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only by a written document duly executed by both Parties.

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

If to UTA:

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

With a copy to:

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

If to City:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

30. **INTERLOCAL ACT REQUIREMENTS.**

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

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

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

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

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

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

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in this Agreement only upon the termination of this Agreement.

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

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

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

CITY: **APP**
SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: *Jackie Bishop*
Its: Mayor

APPROVED AS TO FORM:
Salt Lake City Attorney's Office
By: *Megan D. D.*
Senior City Attorney
Date: 3/11/19



ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office
By: *Kory Solow*
Assistant City Recorder

RECORDED
MAR 13 2019
CITY RECORDER

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

By: *Michael Henderson*
Its: Chief Communications & Marketing Officer

By: *Wade Meyer*
Its: INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM:
UTA Legal Counsel

By  _____

Date signed: 3-1-2019

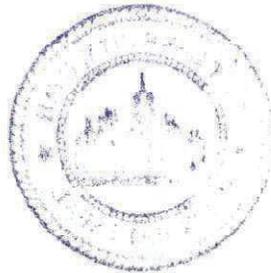


EXHIBIT 3
Addendum No. 7

DRAFT

ADDENDUM NO. 7
TO SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY
TRANSIT MASTER PLAN INTERLOCAL AGREEMENT
(2023-2024 FTN Routes)

This Addendum No. 7 (“Addendum”) to that certain Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement (“ILA”) is made this ____ day of ____, 2023, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Salt Lake City Corporation, a Utah municipal corporation (“City”). UTA and City are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

RECITALS

A. On the 6th day of March, 2019, the Parties entered into the ILA, whereby the parties agreed to participate jointly in planning and funding for public transportation improvements in and around the City; and

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

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the ILA, the City, in cooperation with UTA, identified as the City-sponsored frequent transit network routes for 2023-24 (“**FTN Routes**”) to be provided by UTA for a one-year period from the August 2023 change day until the next succeeding August change day.

2. The description of those 2023-24 FTN Routes is set forth in Attachment 1.

3. The description of the 2023-24 Baseline Services is set forth in Attachment 2.

4. The calculation of the Annual Service Mile Charge for the City-sponsored 2023-24 FTN Routes is set forth in in Attachment 3.

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

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

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

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

9. Any capitalized terms that are not specifically defined in this Addendum shall have the meanings set forth in the ILA.

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

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

[Signature pages to Addendum No. 7 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

UTAH TRANSIT AUTHORITY

By _____
Russell Fox
Director of Planning

By _____
Nichol Bourdeaux
Chief Planning and Engagement Officer

By _____
Jay Fox
Executive Director

Approved as to Form

Michael Bell
UTA Legal Counsel

[Signature pages to Addendum No. 7 to Salt Lake City Corporation and Utah Transit Authority Transit Master Plan Implementation Interlocal Agreement]

SALT LAKE CITY CORPORATION

By _____
Its _____

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

By: _____

Senior City Attorney

Date: _____

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: _____

City Recorder

[Attach Salt Lake City Council Resolution Approving Addendum]

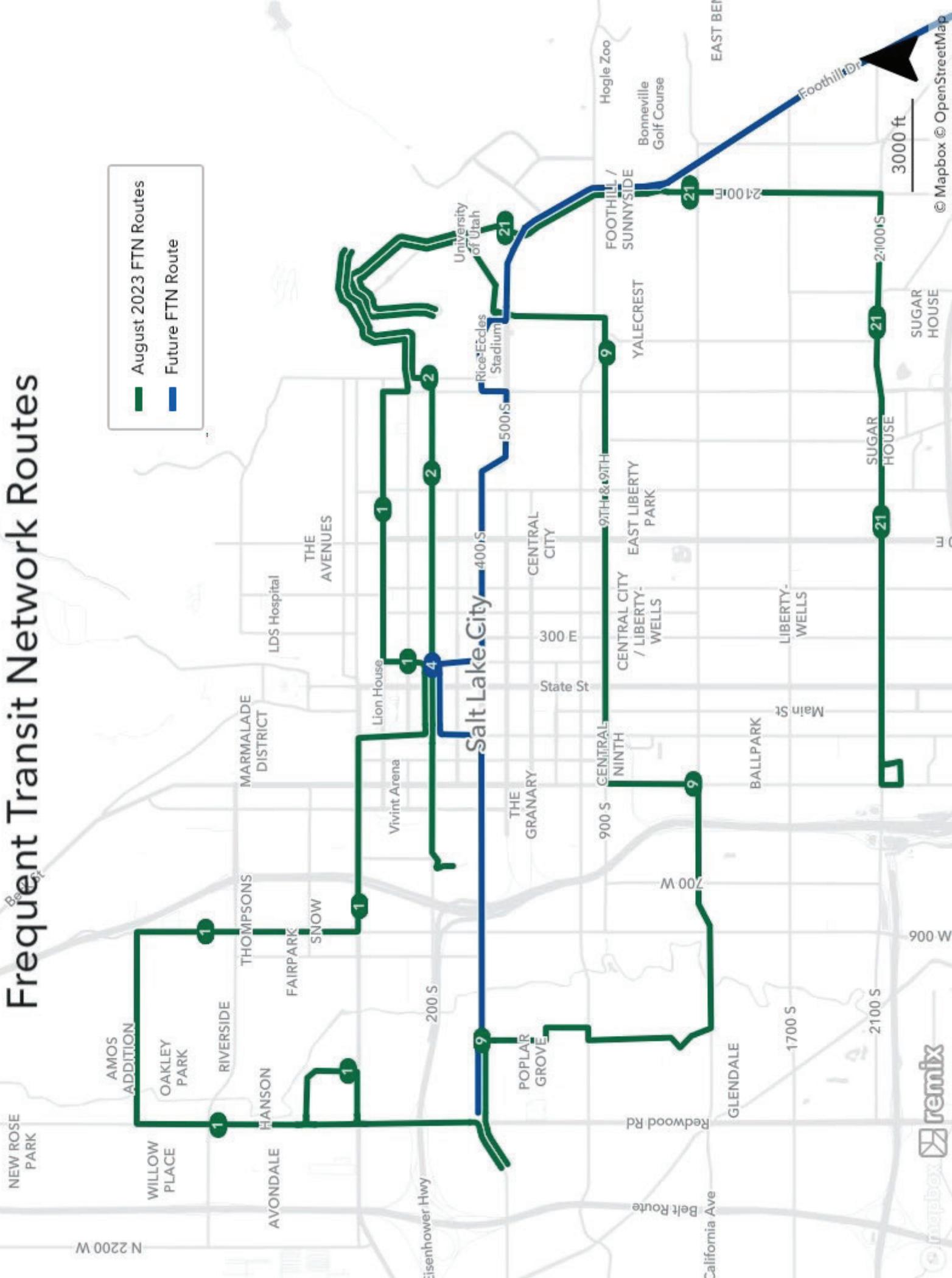
ATTACHMENT A
Description of the 2023-24 FTN Routes
For This Addendum No. 7

DRAFT

Frequent Transit Network Routes

Legend:

- August 2023 FTN Routes (Green line)
- Future FTN Route (Blue line)



ATTACHMENT B
2023-24 Baseline Services
For This Addendum No. 7

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Addendum 7: 2023 Baseline Service

Please refer to the UTA 2023-2027 Service Plan adopted on 3/8/2023 for UTA's baseline service. www.rideuta.com/serviceplan

Summary:

- The Five-Year Service Plan includes FTN level service on Route 2 on weekdays as part of UTA's baseline service level.
- UTA made improvements to the span of service on Routes 2, 9, and 21 in August 2020, which are now included in the baseline at no
- Please visit [this link to access route performance data on UTA's Open Data Portal.](#)

Annual Miles	August 2023 Total Miles	2023-2027 5YSP Baseline Miles	2023 Sponsored Miles
2	210,218	173,704	36,514
9	472,926	120,704	352,222
21	359,494	278,290	81,204
1	509,068	364,877	144,191
Total	1,551,706	937,574	614,132

Annual Hours	August 2023 Total Hours	2023-2027 5YSP Baseline Hours	2023 Sponsored Hours
2	25,954.00	18,000.00	7,954.00
9	49,840.00	38,008.00	11,832.00
21	39,402.00	28,719.00	10,683.00
1	51,820.00	39,922.00	11,898.00
Total	167,016.00	124,649.00	42,367.00

EXHIBIT 4
2023 Cost Calculator

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Utah Transit Authority
2021 NTD Operating Cost per Mile by Mode

Sources:

2021 Federal Transit Administration's National Transit Database (NTD), Agency Profile, <https://www.transit.dot.gov/ntd/transit-agency-profiles>
 2022 Utah Transit Authority Comprehensive Annual Financial Report (CAFR), <http://www.rideuta.com/About-UTA/UTA-Reports-and-Documents>

2021 COST PER MILE

	<u>2021 NTD</u>	<u>Less Fuel Costs</u>	<u>Depreciation</u>	<u>Total Costs</u>	<u>Annual Vehicle</u>	<u>Cost Per Vehicle</u>
	<u>Operating</u>	<u>(Diesel, CNG</u>			<u>Revenue Miles</u>	<u>Revenue Mile</u>
	<u>Expenses by</u>	<u>and Gasoline)</u>				<u>Without Fuel</u>
	<u>Mode</u>					<u>excluding Vehicle</u>
						<u>Depreciation</u>
Bus Service	\$ 159,195,697	\$ (9,202,639)	\$ 18,986,203	\$ 168,979,261	15,842,587	\$ 9.47
Commuter Bus	\$ 11,003,612	\$ (631,442)		\$ 10,372,170	660,672	\$ 15.70
Commuter Rail	\$ 49,428,282	\$ (5,570,478)	\$ 52,901,347	\$ 96,759,151	4,039,581	\$ 10.86
Light Rail	\$ 79,924,889		\$ 52,901,347	\$ 132,826,236	6,114,108	\$ 13.07
Paratransit Service	\$ 21,654,858	\$ (585,952)	\$ 4,644,905	\$ 25,713,811	1,709,396	\$ 12.33
Other Service	\$ 17,677,100	\$ (913,424)	\$ 4,615,086	\$ 21,378,762	5,705,170	\$ 2.94
NTD Totals	\$ 338,884,438	\$ (16,903,935)	\$ 134,048,887	\$ 456,029,390	34,071,514	\$ 9.45

Fuel Costs	\$ 16,903,935
NTD Plus Fuel	\$ 472,933,325
CAFR expenses	\$ 472,933,325
Difference	\$ -

Addendum 7: Paratransit Costs

2023-2024 Sponsored Service: 200 South, 900 South, 2100 South, 1000 N

48,693	Commuter Bus Vehicle Revenue Hours (2021 NTD)
363,153	Light Rail Vehicle Revenue Hours (2021 NTD)
1,250,452	Bus Vehicle Revenue Hours (2021 NTD)
1,662,298	Total Vehicle Revenue Hours for Bus, Commuter Bus, and LRT
155,276	Total Demand Response Vehicle Revenue Hours (2021 NTD)

9% <- plug into cost calculator, cell B16

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

Addendum 7

2023-2024 Sponsored Service: 1000 N, 200 South, 900 South, and 2100 South

VARIABLE VALUES		SPONSORED SERVICE COST	
\$	9.47	\$	9.47
	2.2%		Most recent NTD Cost Per Mile - Bus Service
	2	\$	9.89
			NTD rate Adjusted to Service Year Costs
	20%	\$	7.91
	614,132		Discounted NTD Adjusted to Service Year Costs
		\$	614,132
			Sponsored Revenue Miles
		\$	4,857,784.12
			Total Mileage Cost, Without Fuel, Annual
	9%	\$	437,200.57
			Add Paratransit Service
		\$	5,294,984.69
			Total Annual Operating Costs without fuel
\$	3.90	\$	3.90
	4.8		Fuel Cost per Gallon
			4.80
			Bus Miles per Gallon
			614,132
			Sponsored Revenue Miles
		\$	498,982.25
			Total Fuel Cost
\$	493,061	\$	49,306.14
	10		Per Vehicle Principal + Interest Rate
			10
			Vehicles needed for sponsored service
		\$	493,061.40
			Total Annual Vehicle Cost for Sponsored Service
\$	175,381	\$	43,845.25
	4		Per Vehicle Principal + Interest Rate
			4
			Vehicles needed for sponsored service
		\$	175,381.00
			Total Annual Vehicle Cost for Sponsored Service
		\$	668,442.40
		\$	6,462,409.34
			TOTAL

- (1) NTD Cost per Revenue Mile has been adjusted to exclude fuel expense but does include approximately 2% for capital maintenance (e.g. engine replacement, etc).
- (2) The annual escalator is a calculated average of the PCE CPI over a twenty year period.
- (3) UTA will discount the administrative charges in proportion to the scale of the service increase in revenue miles.
- (4) Paratransit Service rate is equal to the percentage of the most recent NTD reported total demand response vehicle revenue hours as compared to total vehicle revenue hours for Bus, Commuter Bus and Light Rail.