

Working Committee Meeting of the Board of Trustees

Wednesday, October 12th 12:00 – 5:00 p.m.

Frontlines Headquarters, 669 West 200 South, Golden Spike Rooms, Salt Lake City

Members:

Robert McKinley, Chair

Sherrie Hall Everett, Co-Vice Chair

Jeff Hawker, Co-Vice Chair

Mayor Jeff Acerson

Babs De Lay (excused)

Justin Allen

Charles Henderson

Keith Bartholomew (excused)

Dannie McConkie

Greg Bell

Commissioner Bret Millburn

Commissioner Matt Bell (excused)

Michael Romero

Necia Christensen

Mayor Troy Walker

Agenda

1. Welcome

Robert McKinley, Chair

2. Safety First Minute

**Dave Goeres, Chief Safety
& Security Officer**

3. Swearing In of Newly Appointed Board Officers

**Rebecca Cruz, Board of
Trustees Support Manager**

4. Presentations

a. Mountain Accord

Jerry Benson, Pres/CEO

b. 2017 Budget Discussion

Jerry Benson

5. Closed Session

- a. Discussion of the Purchase, Exchange, Lease or sale of Real Property when Public Discussion would Prevent the Authority from Completing the Transaction on the Best Possible Terms.
- b. Strategy Session to Discuss the Character, Professional Competence, Physical or Mental Health of an Individual.
- c. Strategy Session to Discuss Collective Bargaining.
- d. Strategy Session to Discuss Pending or Reasonably Imminent Litigation.

6. Action Taken Regarding Matters Discussed in Closed Session

Robert McKinley

7. Special Presentation

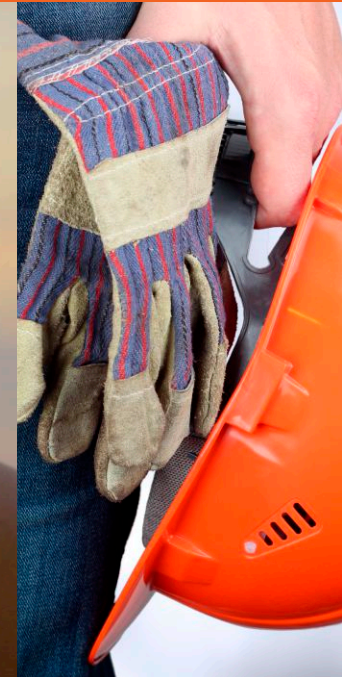
Board Accountability in an Age of Transparency

Susan S. Radwan, Med, SMP, ARM, CAE

8. Adjourn

Robert McKinley

**My job provides my paycheck,
but safety takes me home**



UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	October 12, 2016
TITLE:	Interlocal Assignment, Assumption and Consent – Mountain Accord
UTA EXECUTIVE/RESPONSIBLE STAFF MEMBER:	Jerry Benson
SUBJECT:	Transfer of Mountain Accord obligation to a new interlocal entity
BACKGROUND:	<p>This item is being brought back to the Board from the September board meeting for further explanation. The resolution (R2016-10-02) will be brought to the board for action on October 26, 2016, execution of which will do the following:</p> <ul style="list-style-type: none">• Adopts and ratifies execution of the Interlocal Assignment• Ratifies prior actions taken by the Authority, including those taken by the President/CEO, the Chief Planning Officer, the General Counsel, and their staffs that were necessary or appropriate to negotiate the Interlocal Assignment, Assumption & Consent Agreement• Authorizes the President/CEO, the General Counsel, and their staffs to take actions necessary to implement the actions identified in the Interlocal Assignment, Assumption & Consent Agreement.
ALTERNATIVES:	None presented
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none">• Approve as presented• Revise/amend and approve

STRATEGIC GOAL ALIGNMENT:	Fiscal Management and Sustainability
FINANCIAL IMPACT:	None – this moves/assigns an already existing commitment
LEGAL REVIEW:	The proposed item has been reviewed by UTA Legal staff.
EXHIBITS:	<ul style="list-style-type: none"> a. 2016-1012 Presentation_Mountain Accord Transition to Central Wasatch Commission_UTA Board of Trustees b. R2016-10-02: ILA for Central Wasatch Commission c. CWC – Mtn Accord Transfer Agreement_8 26 16

Mountain Accord Transition to Central Wasatch Commission

Jerry Benson | President/CEO

Mary DeLoretto | Senior Program Manager

Matt Sibul | Chief Planning Officer

Jayme Blakesley | General Counsel

October 12, 2016



The Challenge

- The canyons along the Wasatch Front are our most valuable resource
- People care deeply about the canyons
- A long-range vision and comprehensive planning approach is needed to preserve and manage this resource



Photo Courtesy of Utah Office of Tourism



Evolution of the Accord

Photo Courtesy of Ski Utah



- Began with a mountain rail focus
- Has now evolved to focus on:
 - Land issues
 - Economic opportunities
 - Short-term ground transportation (buses)
- Goals:
 - Enhance regional **transportation**
 - Protect the **environment** and natural resources
 - Ensure high quality **recreation** experiences
 - Strengthen the regional **economy**



Mountain Accord Timeline



Need for a Single Planning Process for the Central Wasatch Mountains

- 20+ organizations (city governments, environmental groups, conservation groups, and ski resorts)
- 80+ studies
- Systems to be considered: transportation, environment, recreation, and economy

February 2014

- Mountain Accord established via program charter
- Collaborative initiative, giving everyone at the table an equal voice
- Mountain Accord was not a legal entity

February 2015

- Combined inputs from transportation, environment, recreation, and economy systems groups into a cohesive framework
- Distributed for public input and dialogue

August 2015

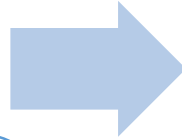
- Culminating in groundbreaking commitment of 20+ organizations and 100+ stakeholders
- Agreement to proceed with a suite of actions: watershed protection, land exchanges, transportation solutions, federal land designation bill, seek permanent funding, environmental dashboard, and recreation and connectivity improvements



Mountain Accord Work Plan

Phase 1

- Systems Groups created
- Vision, Goals, and Metrics
- Public Input
- “Accord” negotiated and signed



Phase 2

- Implement key commitments:
 - Canyon Transportation
 - Federal Designation
 - Land Exchanges
 - Environmental Dashboard



Mountain Accord Fund Management - Phase 1 ILA (2013-2014)

- Established a Mountain Accord holding account, managed by UTA
- Established 2-year funding commitment totaling \$1,075,000
- Identified \$2.6M of state funding (UDOT)
- Identified UTA as administrator of program facilitator and technical consultant contracts

Near the end of Phase 1, UTA signed grant agreement with GOED for \$3M of state funding for Mountain Accord to be managed by UTA



Mountain Accord Fund Management - Phase 2 ILA (2015-2017)

- Continued UTA management of holding account
- Established 3-year funding commitment from project partners totaling \$3,375,000
- Identified WFRC as administrator of program director contract
- Allowed for other project partners to administer technical consultant contracts



Mountain Accord Fund Management

- UTA continues to manage the holding account by recording revenue and expenditures
- UTA invoices project partners per their Phase 1/Phase 2 ILA commitments
- In Phase 2, UTA transferred funds to WFRC, Salt Lake County, and Summit County (per three-way agreement with GOED and UTA) to manage their Mountain Accord project contracts directly
- UTA manages the GOED fund balance and submits annual reports until GOED funds are depleted



Mountain Accord - Phase 1 Budget

Mountain Accord Phase I Budget

PHASE 1 REVENUE	2013	2014	2015
State of Utah	\$2,600,000		\$3,000,000
ILA Partners			
Cottonwood Heights	\$25,000	\$25,000	
MWDSL	\$50,000	\$50,000	
Park City	\$50,000	\$50,000	
Sandy	\$50,000	\$50,000	
Salt Lake City	\$100,000	\$100,000	
Sal Lake County	\$100,000	\$100,000	
Summit County	\$25,000	\$25,000	
Town of Alta	\$12,500	\$12,500	
UTA	\$100,000	\$100,000	
Wasatch County	\$25,000	\$25,000	
Private Funding		\$59,572	
Interest Income	\$7,423	\$9,534	
TOTAL	\$3,144,923	\$606,606	\$3,000,000

PHASE 1 EXPENSES		
Program Management Contract (Dec 2013-Dec 2015)		\$870,713
- LJ Consulting Expenses	\$511,738	
- Gallis sub-contract (2013)	\$62,042	
- Educational travel	\$15,866	
- Barber sub-contract	\$30,239	
- Grassroots Communications sub-contract	\$240,872	
- Other Misc/Reimbursable Expenses	\$9,956	
Parametrix Consultant Team Contract		\$3,524,404
- Gallis sub-contract (2014-2015)	\$94,400	
WFRC Ridership Model Revisions		\$299,708
Misc, Room Rentals, Peer Review		\$56,249
Grit Mill Project		\$20,000
TOTAL EXPENSES		\$4,771,074

REMAINING FUNDS FOR PHASE II	\$1,980,455
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Mountain Accord - Phase 2 Budget

Mountain Accord Phase 2 Budget

Phase 2 Revenue Commitments (per Phase 2 ILA)	commitment by calendar year		
	2015	2016	2017
Cottonwood Heights	\$50,000	\$50,000	\$50,000
Draper	\$60,000	\$60,000	\$60,000
MWDSLS	\$100,000	\$100,000	\$100,000
Park City	\$100,000	\$100,000	\$100,000
Sandy	\$100,000	\$100,000	\$100,000
Salt Lake City	\$200,000	\$200,000	\$200,000
Sal Lake County	\$200,000	\$200,000	\$200,000
Summit County	\$50,000	\$50,000	\$50,000
Town of Alta	\$15,000	\$15,000	\$15,000
UTA*	\$200,000	\$200,000	\$200,000
UDOT	\$50,000	\$50,000	\$50,000
Total	\$1,125,000	\$1,125,000	\$1,125,000
Remaining Funds available from Phase 1	\$1,980,455		
Interest to date	\$15,308		
Cash Flow through first (2015) ILA payment	\$3,120,763		

Phase 2 Expenses	Committed	Expended to Date
Program Management (12/15 through 10/16)	\$1,000,000	\$742,570
Cottonwoods Transportation / GIS	\$1,000,000	\$367,231
Parleys Corridor/Summit County AA	\$399,820	\$27,227
Environmental Dashboard (Salt Lake County)	\$249,988	\$42,491
Rec Nodes, Visitor Experience, Adapt Mgmt (NPS)	\$0	
Value Proposition/ Economic Analysis (U of U)	\$0	
UTA bus service*	\$200,000	
Millcreek shuttle, trails, marketing	\$0	
Ski Utah Transit/Carpool Project	\$5,000	\$5,000
Total Committed Expenses to date	\$2,854,808	
Remaining in holding account as of 10/16	\$265,955	

* UTA's 2015 contribution will be \$200K of in-kind canyon transit service in 2016 ski-season



Mountain Accord - Phase 2 Budget

Program Director Contract:
LJ Consulting Contract Details

Contract Period: December 14, 2015 through October 31, 2016

Breakdown by Task	Budget	Spent through August
1. Strategic Plan	\$5,000	\$4,995
2. Public Engagement/Outreach	\$361,000	\$198,517
3. Public Information	\$255,000	\$96,028
4. Executive Board Communications	\$45,000	\$14,084
5. Project Administration	\$43,680	\$37,505
6. Federal Designation/Land Bill	\$87,500	\$129,153
7. Transportation	\$30,000	\$36,889
8. Governance	\$90,000	\$167,797
9. Land Exchanges	\$7,000	\$270
10. Environmental Dashboard	\$2,000	\$945
11. Trails, Recreation, and Cycling	\$4,500	\$4,831
12. Private Land Acquisition Program	\$2,000	\$0
13. Value Proposition/Economic	\$2,000	\$338
14. Funding/Financing	\$45,000	\$29,086
Direct Expenses	\$20,000	\$22,132
Total	\$999,680	\$742,570



Ongoing Mtn Accord Technical Work w/ UTA Involvement

New Commission

- The Central Wasatch Commission is being formed under the Interlocal Cooperation Act to implement the actions outlined in the Accord.

Federal Designation

- The Central Wasatch National Conservation and Recreation Area Act (H.R. 5718) was introduced on July 11, 2016 by Congressman Chaffetz.
- The House Natural Resources Committee will hold a hearing on H.R. 5718 on November 15, 2016 (w/ UTA General Counsel requested to testify).

Environmental Dashboard

- The Dashboard will be a tool for the public and decision makers to track the Central Wasatch's environmental health and evaluate impacts in future planning discussions.
- This has been initiated and a baseline will be complete in December 2017.

Transportation Studies

- Mountain Accord has initiated the effort to find long term and short term solutions in the Cottonwood Canyons.
- The I-80/Summit County Alternatives Analysis is underway to evaluate transportation solutions in Summit County.



Ongoing Mtn Accord Technical Work w/ UTA Involvement

Cottonwood Canyons Transportation Study

- Managed by Mountain Accord
- WFRC holds contract
- UTA, WFRC, UDOT on Project Steering Committee
- Consultant is PB/WSP
- Approximately 10 months of work
- \$1M budget



Mtn Accord Transportation Study: Cottonwood Canyons

Task 1: Data Collection and Evaluation Framework

- Traffic and high level environmental data collection
- Establishes criteria for subsequent evaluation of alternatives

Task 2: Immediate Transportation Solutions

- **Winter 2016/2017 solution development (UTA ski bus focus)**
- Summer 2017 solutions development

Task 3: Short Term Transportation Solutions

- 1-10 year implementation with no NEPA work
- Qualitative Tier 1 and Quantitative Tier 2 evaluations

Task 4: Long Term Transportation Plan with BCC-LCC Connection

- Qualitative Tier 1 assessment to “screen out” outliers
 - High level GIS based evaluation and costing
- Quantitative Tier 2 evaluation of three alternatives
 - Engineering drawings with cut and fill slopes
 - Cost estimates, including life-cycle analysis of each alternative
 - Recommendation for project(s) for 2050 RTP

Task 5: Report Production

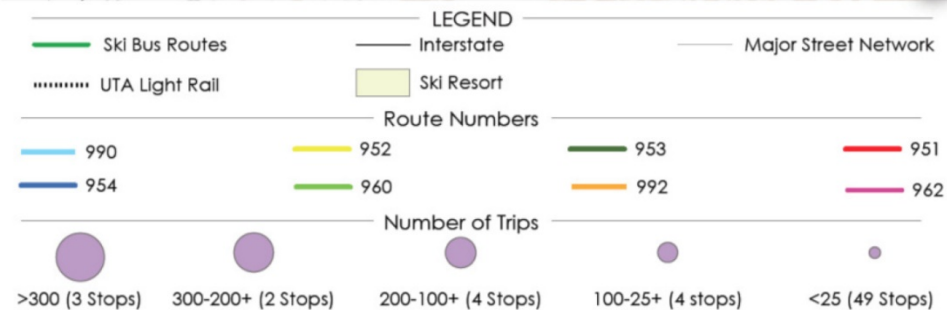
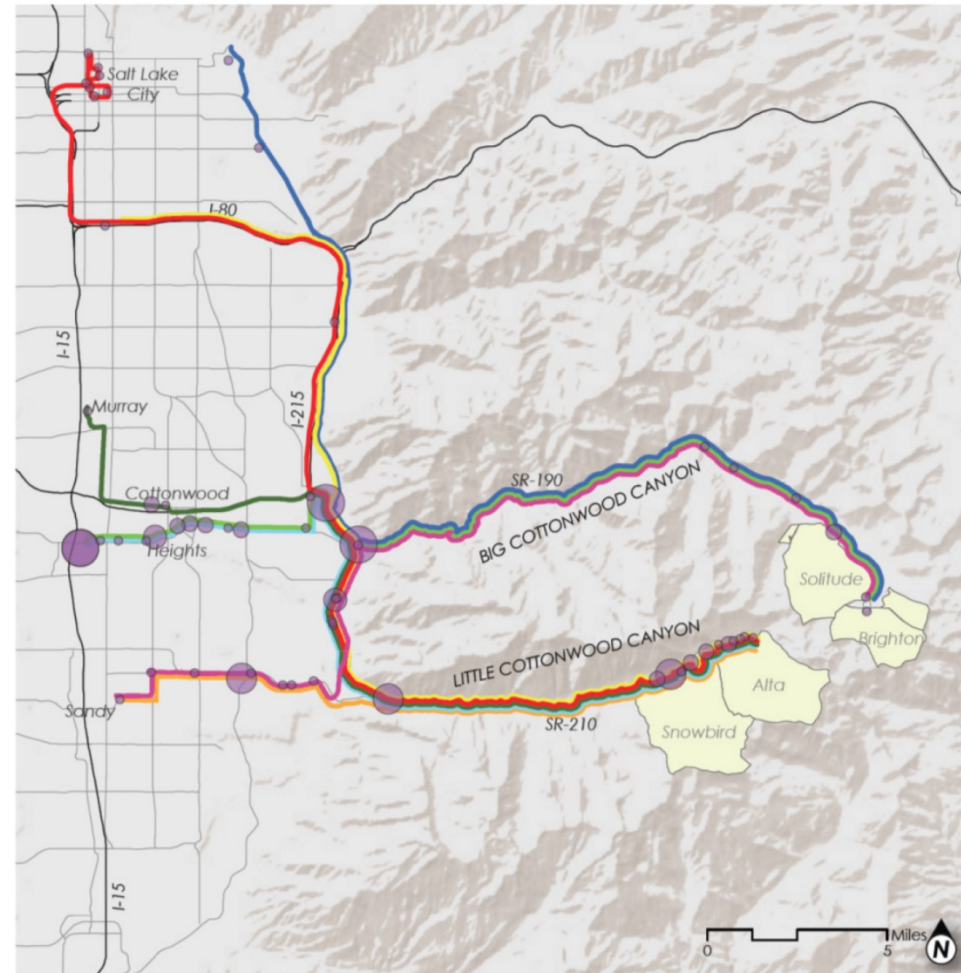
- Development of project reports, web pages, info graphics, PowerPoints, etc.



2016-2017 Proposed Ski Bus Revisions

Issues with Existing Ski Service

- Overcrowding during peaks
- No mid-day service
- Insufficient valley park-and-ride spaces
- Low utilization by downtown and U of U



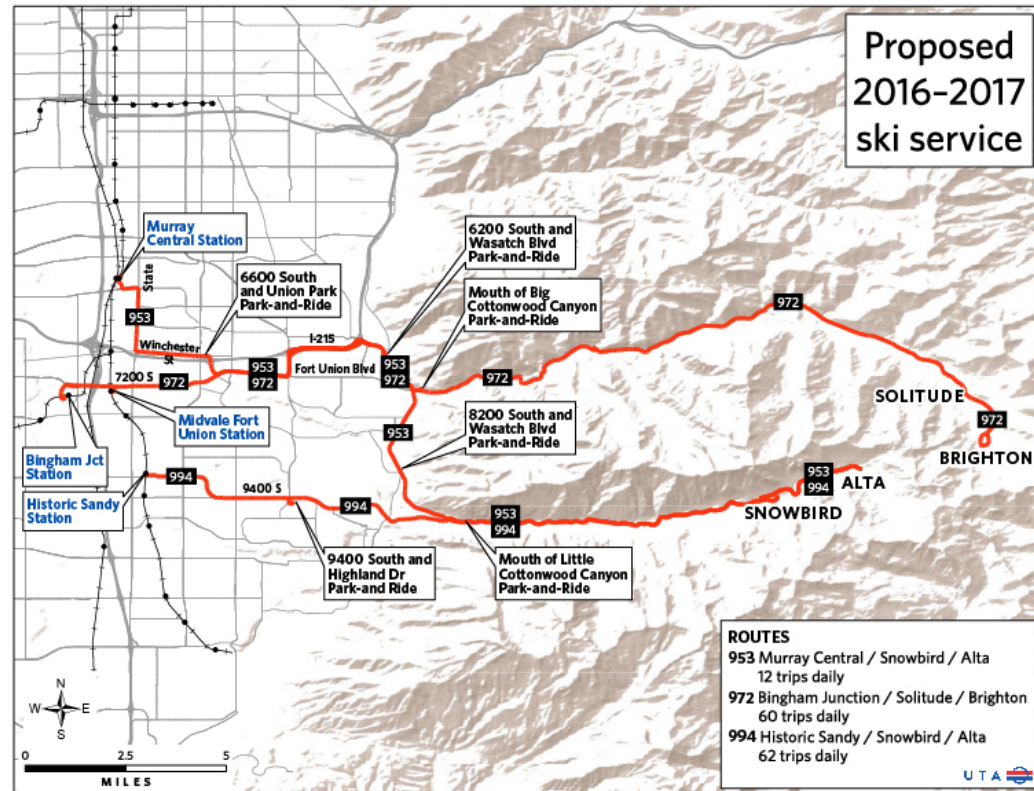
2016-2017 Proposed Ski Bus Revisions

Improvements with Proposed Ski Service

- 15 minute frequency during peak periods
- 30 minute frequency during mid-day
- Adds 300 valley park-and-ride spots with more rail connectivity
- *Adds 35% more transit trips up the Cottonwood Canyons*

Ski Service Costs

- \$1.6M
- Includes \$200K Mtn Accord UTA in-kind contribution



Central Wasatch Commission

Commission Members

- Salt Lake County
- Salt Lake City
- Sandy City
- Cottonwood Heights
- UDOT
- Wasatch Back (Park City)

The Central Wasatch Commission (CWC) is being formed as an interlocal agency and a political subdivision to the State of Utah. The objectives of the CWC are to implement the agreements of the Mountain Accord.



Central Wasatch Commission

Stakeholders Council Members

- 28-35 representatives for:
 - Elected Officials
 - Local Government
 - State Government
 - Federal Government
 - Businesses
 - Non-Profit Organizations
 - Residents

A Stakeholders Council will be formed as an advisory body to the CWC. Council Members will be appointed by the CWC to represent stakeholders to the Mountain Accord and the project area.

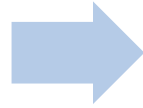
UTA is slated to have membership on the Stakeholders Council.



Forming the Central Wasatch Commission

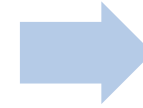
Interlocal Agreement

- Creates a separate legal entity
- Defines objectives and powers
- Identifies commission members
- UTA not a party



Assignment Agreement

- Assigns Mountain Accord commitments to CWC
- Transfers holding account from UTA to CWC
- UTA is a party



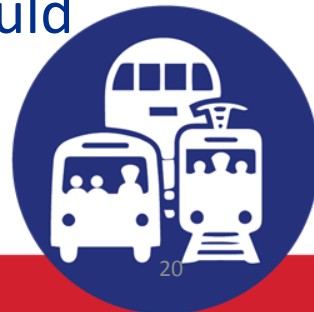
GOED Consent Agreement

- Agrees to transfer funding to CWC
- Consents to ILA and Assignment Agreement
- UTA is a party



Interlocal Assignment, Assumption, & Consent Agreement

- Assigns remaining Phase 2 ILA commitments to new Central Wasatch Commission (CWC)
- Requests Phase 2 funding commitments to continue under CWC
- Transfers holding account from UTA to CWC
- Transfers program director contract/remaining funding from WFRC to CWC
- Transfers Cottonwood Canyons Transportation Study contract/remaining funding from WFRC to CWC
- Keeps environmental dashboard project under Salt Lake County
- Keeps I-80/Summit County transportation study under Summit County
- A separate agreement between CWC, GOED and UTA would transfer GOED grant commitments from UTA to CWC



UTA Resolution 2016-09-04

- Adopts and ratifies execution of the Interlocal Assignment
- Ratifies prior actions taken by the Authority, including those taken by the President/CEO, the Chief Planning Officer, the General Counsel, and their staffs that were necessary or appropriate to negotiate the Interlocal Assignment, Assumption & Consent Agreement
- Authorizes the President/CEO, the General Counsel, and their staffs to take actions necessary to implement the actions identified in the Interlocal Assignment, Assumption & Consent Agreement.



Discussion



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING AN INTERLOCAL
ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT
MOUNTAIN ACCORD TO CENTRAL WASATCH COMMISSION**

No. R2016-10-02

October 26, 2016

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

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code Annotated, public agencies, including the Authority, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, the Authority, together with numerous other parties, entered into Program & Funding Agreement for Wasatch Summit Phases I and II ("Mountain Accord"), providing for funding and planning for the long-term protection of the Central Wasatch Mountains' water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values, and thereby benefit all citizens of the State of Utah;

WHEREAS, the parties to the Mountain Accord have recommended and desire that the Phase II projects and funding be transferred to a new Utah interlocal entity to be formed and known as the "Central Wasatch Commission" to better facilitate the goals of Mountain Accord and the parties;

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

1. That the Board of Trustees (the "Board") hereby agrees to, adopts and ratifies execution of the **Interlocal Assignment, Assumption & Consent Agreement**, a copy of the form of which is attached hereto, together with such modifications or amendments thereto as may be determined by the President/CEO, the General Counsel and their staffs to be necessary, appropriate, or desirable.
2. That the Board formally ratifies prior actions taken by the Authority, including those taken by the President/CEO, the Chief Planning Officer, the General Counsel, and their staffs that were necessary or appropriate to negotiate the Interlocal Assignment, Assumption & Consent Agreement.
3. That the Board authorizes the President/CEO, the General Counsel, and their staffs to take actions necessary to implement the actions identified in

the Interlocal Assignment, Assumption & Consent Agreement.

4. That a fully executed original counterpart of the final definitive Interlocal Assignment, Assumption & Consent Agreement, and all related documents shall be permanently kept in the official records of the Authority.
5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 26th day of October, 2016.

Robert W. McKinley, Chair

ATTEST:

Robert K. Biles, Secretary/Treasurer

[SEAL]

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the 26th day of October, 2016.

Robert W. McKinley, Chair

Robert K. Biles, Secretary/Treasurer

APPROVED AS TO FORM

Legal Counsel

EXHIBIT "A"

Form of
INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective _____, 2016 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	<u>0*</u>	<u>600,000*</u>
Totals	\$3,375,000	\$925,000	\$2,450,000

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

a. WFRM has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by

WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program as defined under the Phase II Agreement by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation shall be entitled to any refund of any monies previously contributed pursuant to the Phase II Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in the Phase II Agreement following the date of such withdrawal.

9. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
Cottonwood Heights
1265 East Fort Union Blvd, Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84133
Telephone: (801) 530-7478
Email: wstopham@cnmlaw.com

DRAPER CITY

Mayor Troy K. Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: troy.walker@draper.ut.us

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt
Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, UT 84070

Copy to:

John Hiskey
Sandy City
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-7104
Email: jhiskey@sandy.utah.gov

SALT LAKE CITY

Mayor Jackie Biskupski
Salt Lake City Mayor's Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: jackie.biskupski@slcgov.com

Copies to:

Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

Laura Briefer
Salt Lake City Department of Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: laura.briefer@slcgov.com

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett
Salt Lake County Government Center
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Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, UT 84098
Email: cfrobinson@summitcounty.org

Copy to:
Tom Fisher
Summit County Council
60 North Main
Box 128
Coalville, UT 84017
Email: tfisher@summitcounty.org

TOWN OF ALTA

Mayor Tom Pollard
Town of Alta
P.O. Box 8016
Alta, UT 84052
Telephone: (801) 363-5105
Email: tjp@townofalta.com

UTAH DEPARTMENT OF TRANSPORTATION

Carlos Braceras
Executive Director
P.O. Box 141265
Salt Lake City, UT 84114-1265
cbraceras@utah.gov

Copy to:

James Palmer
Assistant Attorney General
4501 South 2700 West
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Salt Lake City UT 84114-8455
jimpalmer@ut.gov

UTAH TRANSIT AUTHORITY

Jerry Benson
President & CEO
669 West 200 South
Salt Lake City, UT 84101
jbenson@rideuta.com

Copy to:

Jayne Blakesley
General Counsel
699 West 200 South
Salt Lake City, UT 84101
Email: jblakesley@rideuta.com

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber
Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road
Salt Lake City, UT 84116
Email: agruber@wfrc.org

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

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 Section 11-13-202.5 of the Interlocal Act.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 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 taken pursuant to this Agreement, and for any financing of such costs, if any.

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 mayor or chief executive officer of each Party. 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.

12. 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 Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

DRAPER CITY

Its: _____

Approved as to Form

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Its: _____

Approved as to Form

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

PARK CITY MUNICIPAL CORPORATION

Its: _____

Approved as to Form

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SANDY CITY

Its: _____

Approved as to Form

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SALT LAKE CITY

Its: _____

Approved as to Form

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SALT LAKE COUNTY

Its: _____

Approved as to Form

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

SUMMIT COUNTY

Its: _____

Approved as to Form

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

TOWN OF ALTA

Its: _____

Approved as to Form

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2016.

UTAH DEPARTMENT OF TRANSPORTATION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Dated this _____ day of _____, 2016.

UTAH TRANSIT AUTHORITY

Its: _____

Approved as to Form

Dated this ____ day of _____, 2016.

WASATCH FRONT REGIONAL COUNCIL

Its: _____

Approved as to Form

Dated this _____ day of _____, 2016.

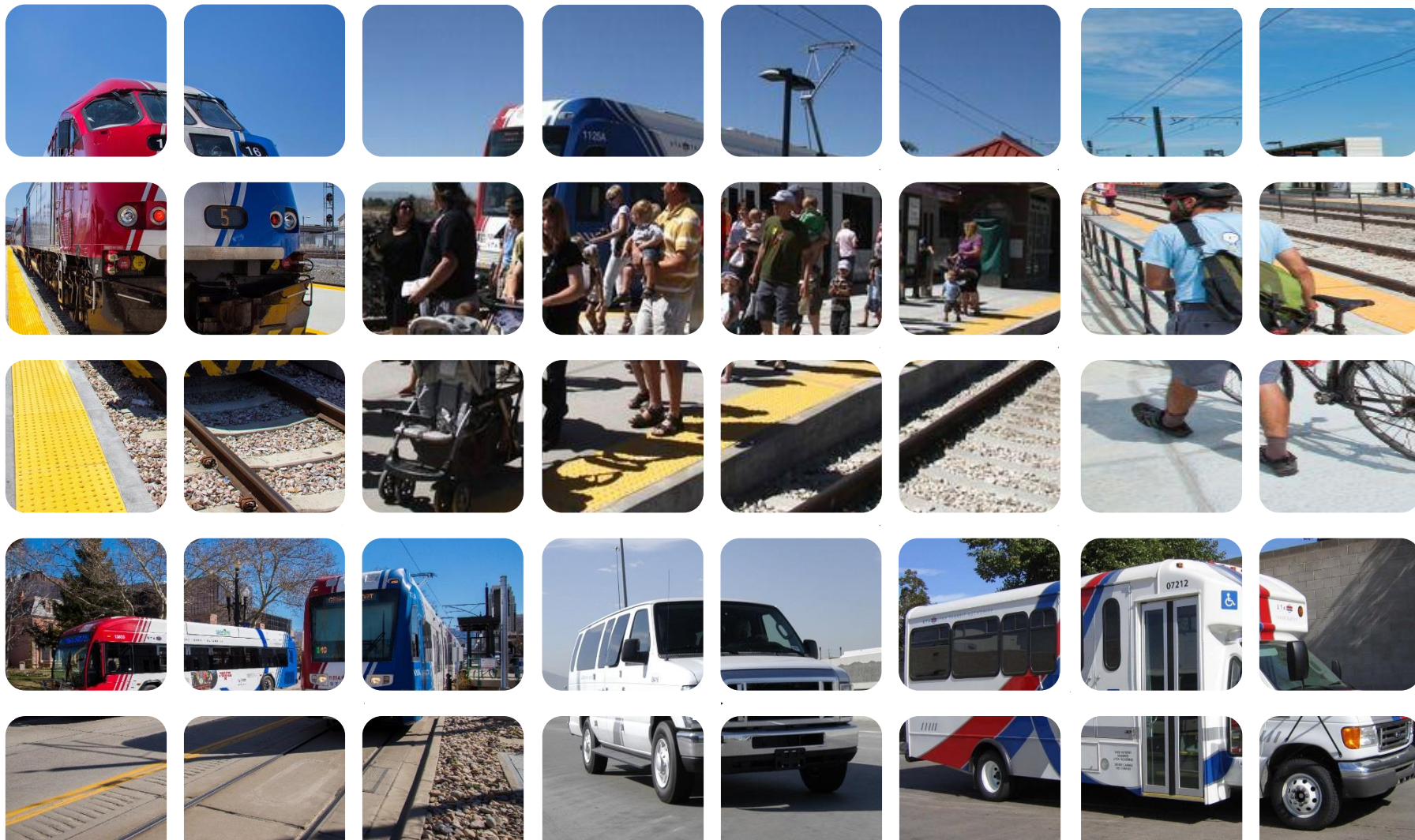
CENTRAL WASATCH COMMISSION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	October 12, 2016
CONTACT PERSON:	Jerry Benson & Bob Biles
SUBJECT:	2017 Budget Discussion
BACKGROUND:	<p>During the meeting, the following topics will be discussed:</p> <ul style="list-style-type: none">• 2017 operating and capital revenue projections• 2017 Goals• 2017 operating and capital expense projections <p>The 2017 Tentative Budget will be presented to the Board of Trustees for its consideration at its October 26 meeting. The public hearing will be scheduled for the November 16 Board of Trustees meeting. The 30-day public comment period will conclude on November 30 with all comments provided to the Trustees before consideration of the Final 2017 Budget which is currently scheduled for the December 21 Board of Trustees meeting.</p>
PREFERRED ALTERNATIVE:	
EXHIBITS:	<ul style="list-style-type: none">• 2017 True North-Goals-Budget v15 FINAL REVISED 20161006.pptx



2017 Goals and Budget

UTA Board of Trustees

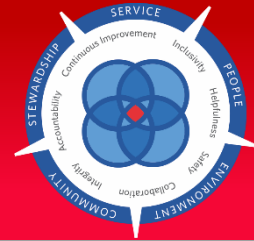
October 12, 2016

Outline



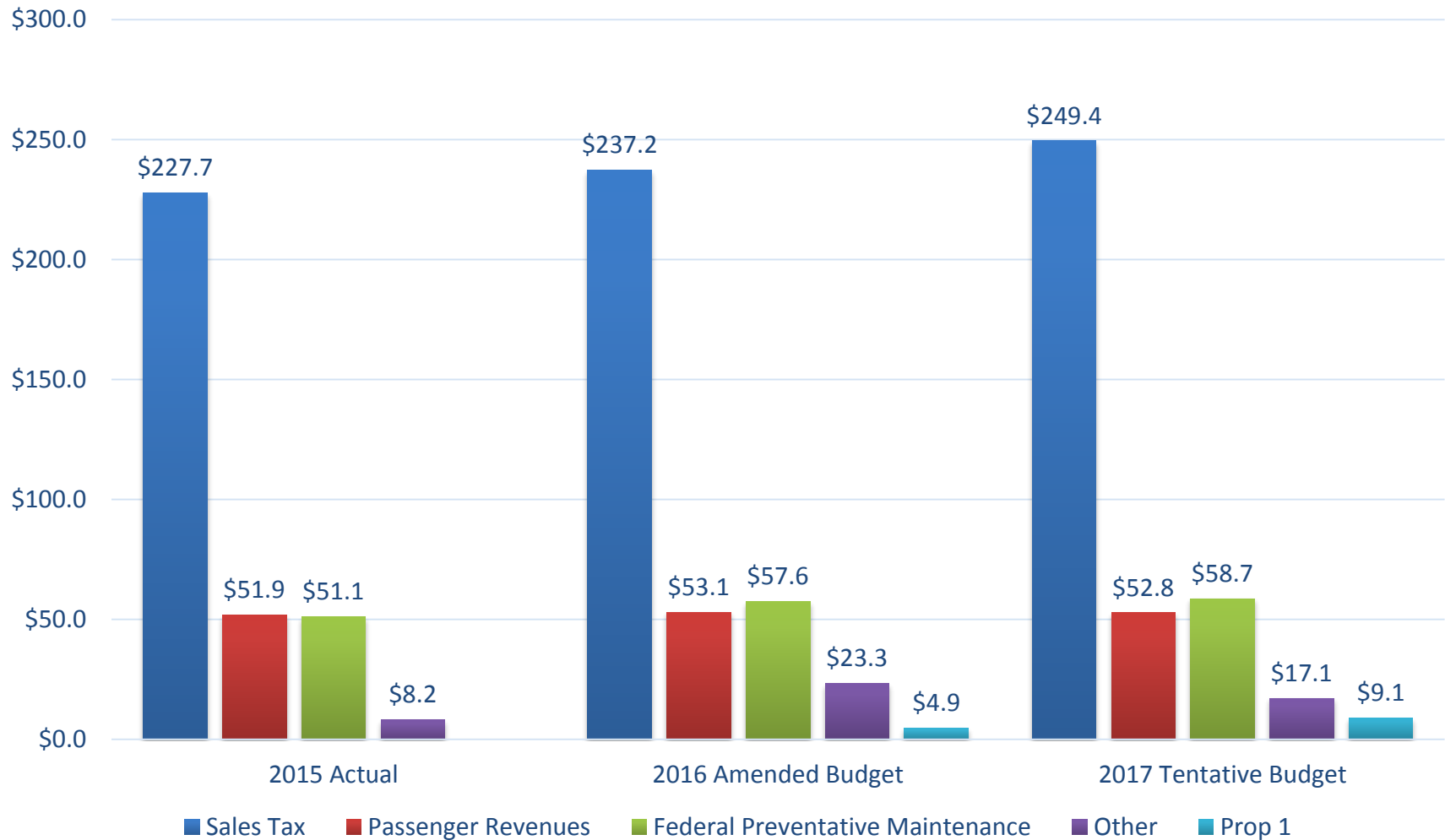
- Revenue
- Strategic priorities and goals
- Operating capital expenses
- Schedule and next steps

Tentative Budget Summary (Operating Revenue in Millions)

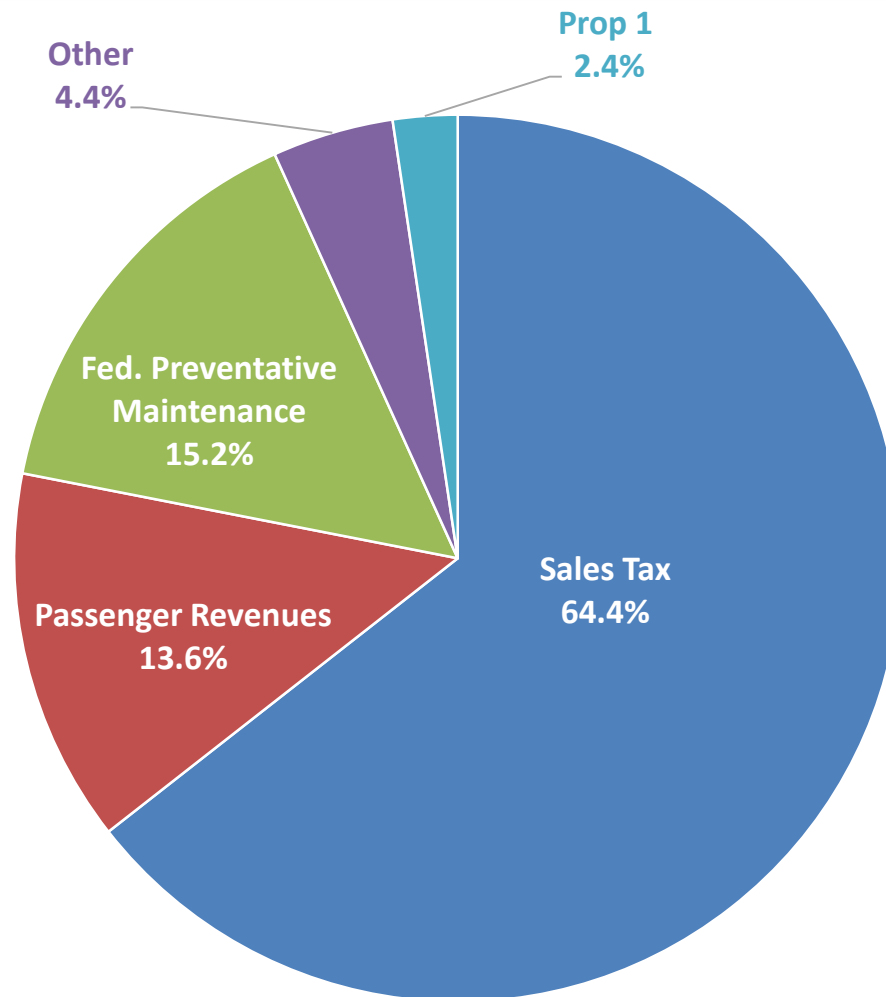
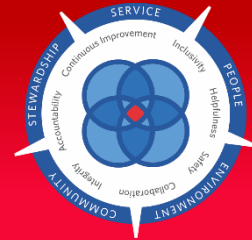


Revenues	2016 Amended Budget	2017 Tentative Budget	Variance	% Change
Sales Tax	\$237.2	\$249.4	\$12.2	5.1%
Fed. Preventative Maint.	\$57.6	\$58.7	\$1.1	1.9%
Passenger Revenues	\$53.1	\$52.8	(\$0.3)	(0.6%)
Prop 1	\$4.9	\$9.1	\$4.2	85.7%
Other	\$23.3	\$17.1	(\$6.2)	(26.6%)
Totals	\$376.1	\$387.1	\$11.0	2.9%

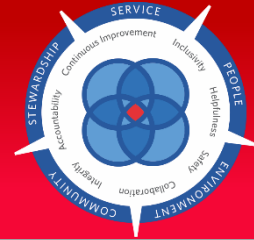
Tentative Budget Summary (Operating Revenue in Millions)



Tentative Budget Summary (Operating Revenue by Percentage)

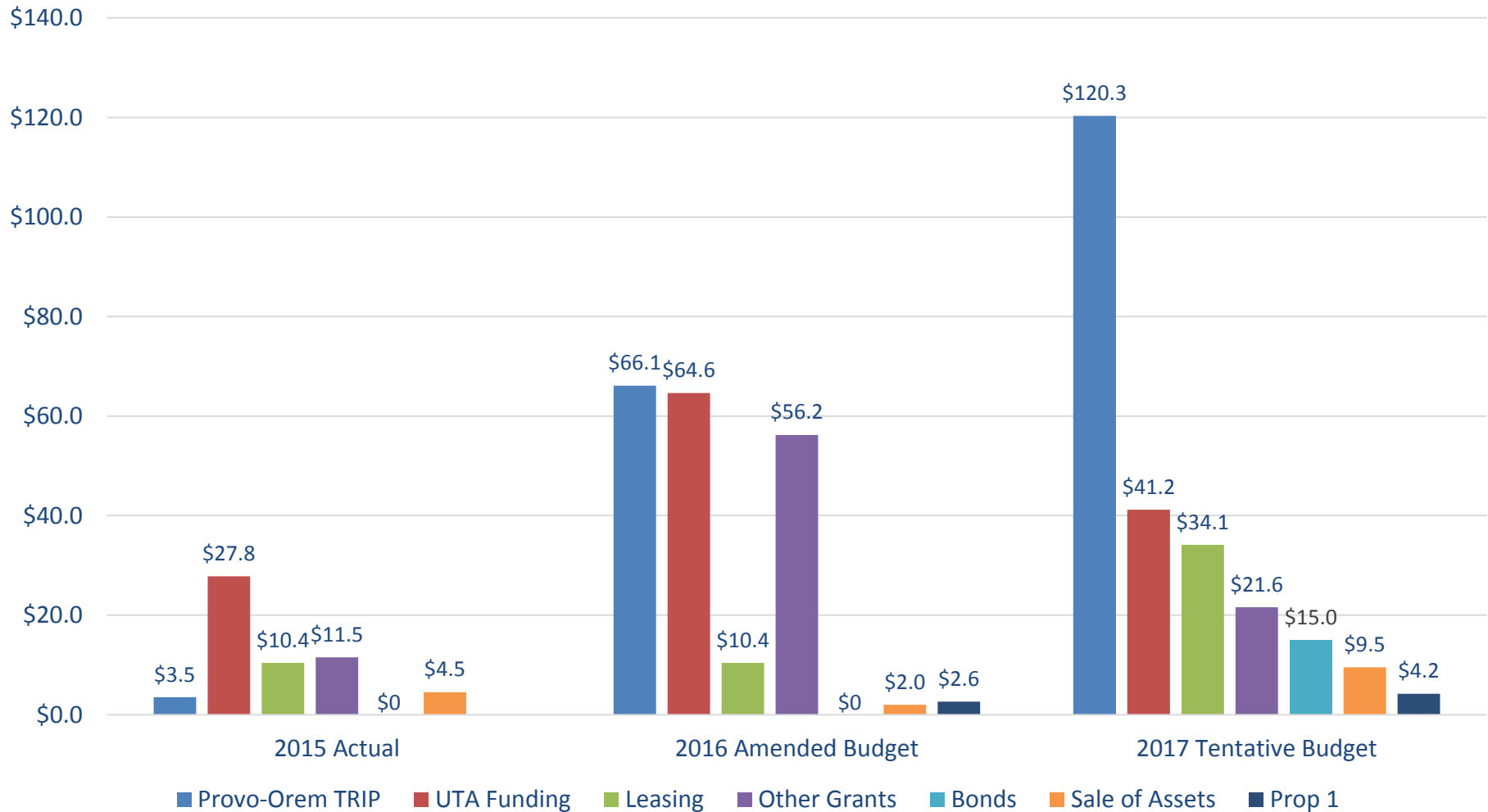


Tentative Budget Summary (Capital Revenue in Millions)

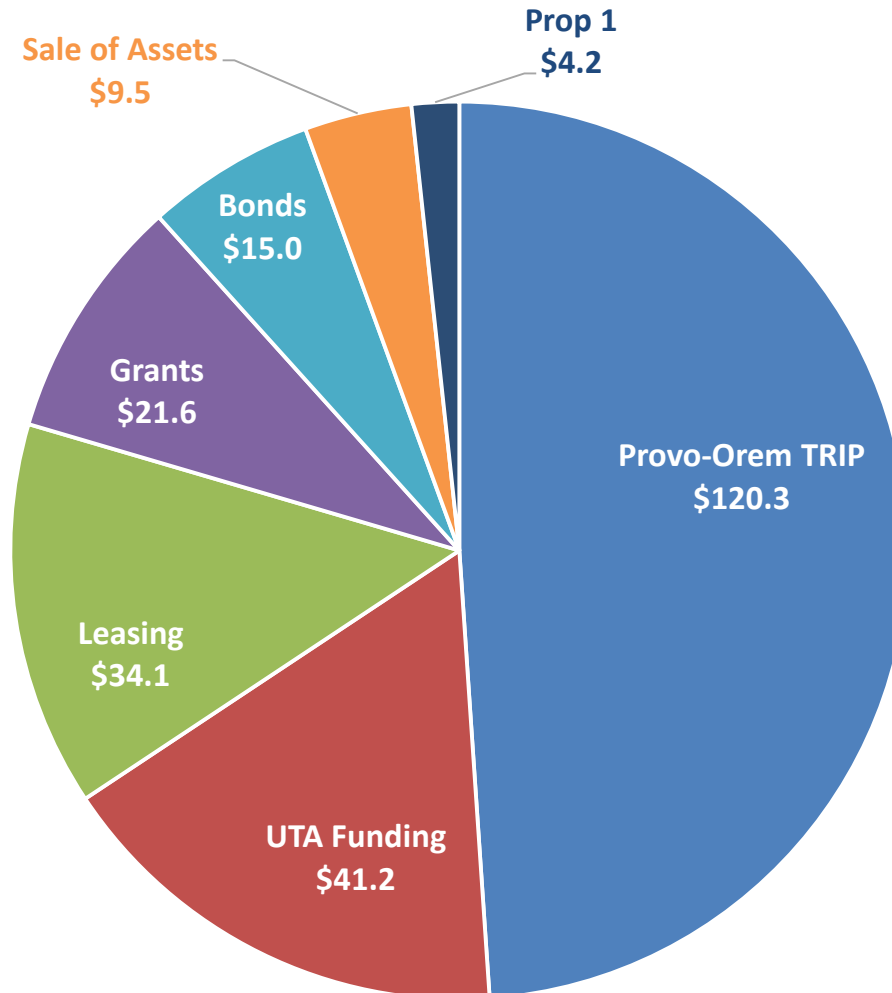


	2015 Actual	2016 Amended Budget	2017 Tentative Budget
Provo-Orem TRIP	\$3.5	\$66.1	\$120.3
UTA Funding	\$27.8	\$64.6	\$22.8
Leasing	\$10.4	\$10.4	\$34.1
UTA Funding – 2016 Carryover	\$0.0	\$0.0	\$18.4
Other Grants	\$11.5	\$56.2	\$21.6
Bonds	\$0.0	\$0.0	\$15.0
Sale of Assets	\$4.5	\$2.0	\$9.5
Prop 1	\$0.0	\$2.6	\$4.2
Totals	\$57.7	\$201.9	\$245.9

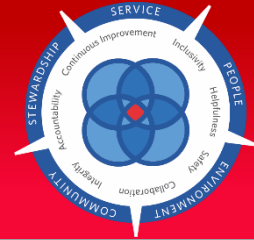
Tentative Budget Summary (Capital Revenue in Millions)



Tentative Budget Summary (Capital Revenue in Millions)



Goal Setting Process

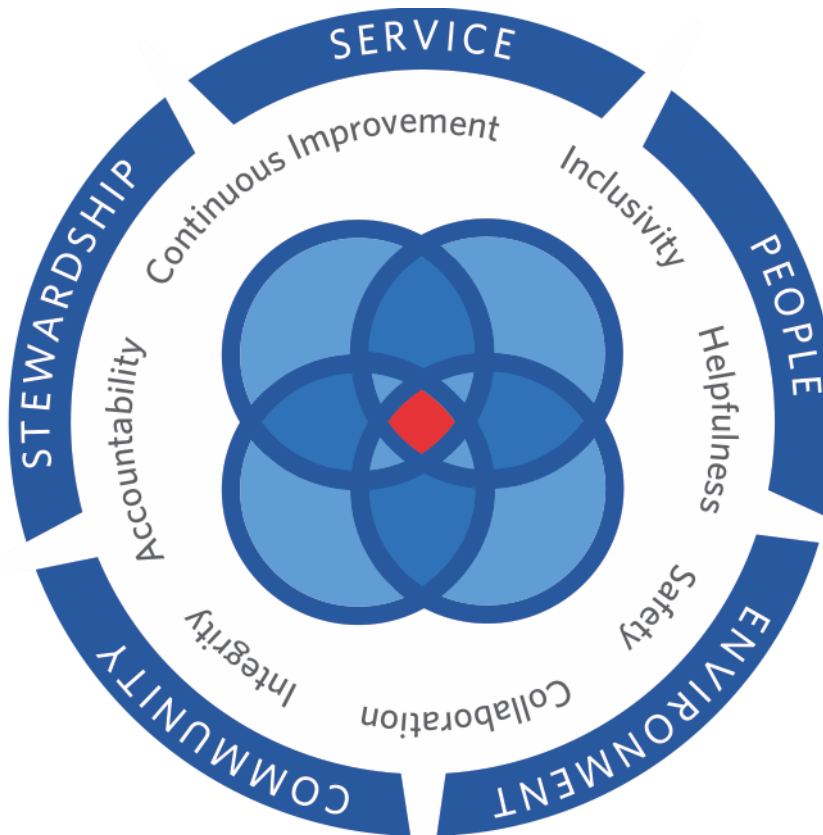


Board Survey Summary



- There is general support for each of the objective categories that have been proposed:
 - *Public Trust and Accountability*
 - *Service Effectiveness and Efficiency*
 - *Health and Sustainability of the System*
 - *Accessibility of the System*
 - *Promoting Transit Oriented Communities*
- There is general support for moving toward longer term (e.g., five-year trend) reporting metrics for selected measures

Our True Norths



Service

People

Environment

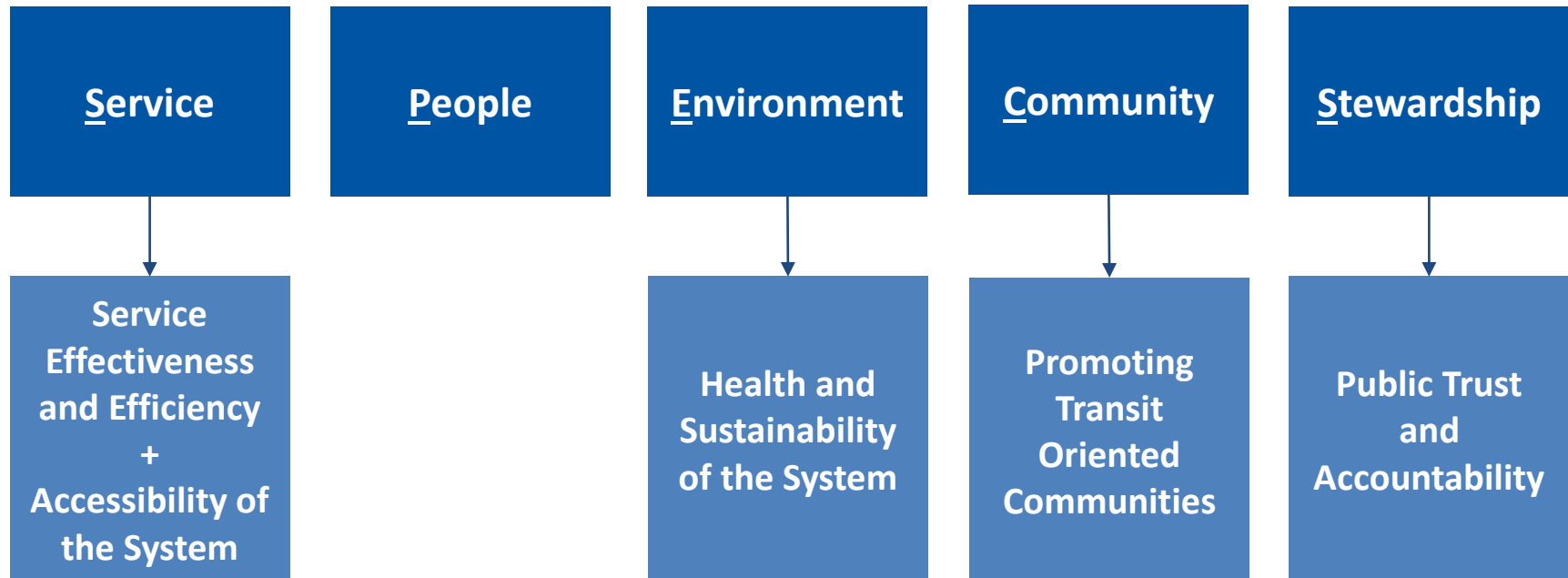
Community

Stewardship



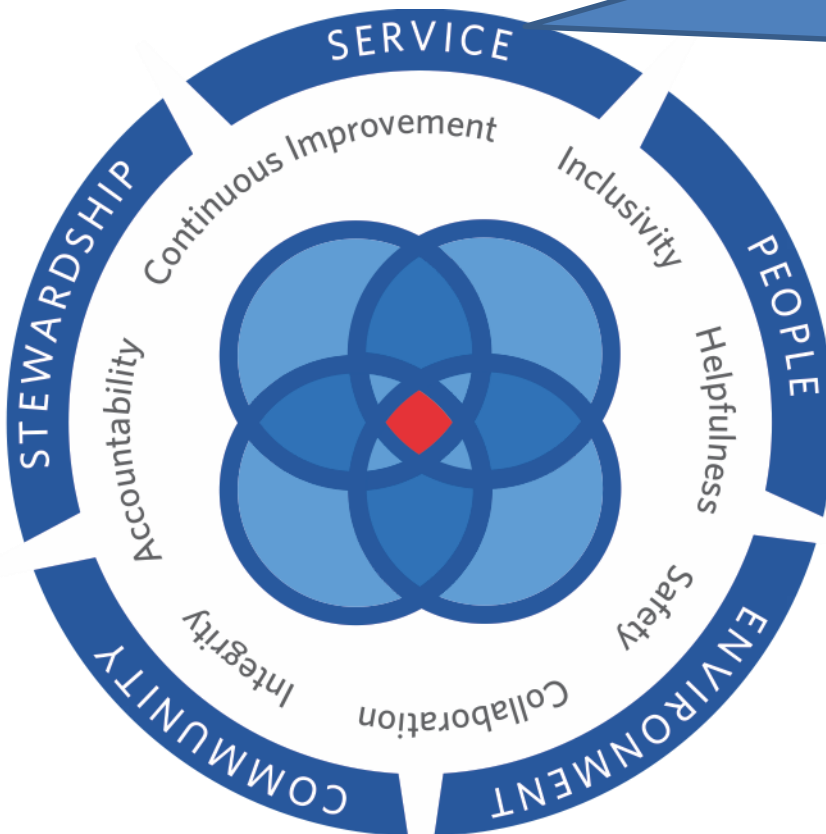
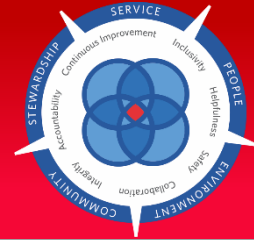
True North & Board Objective Alignment

The current tentative budget is designed to align with the True North values and 2017 UTA goals.



Board Objectives & True North Alignment

Service

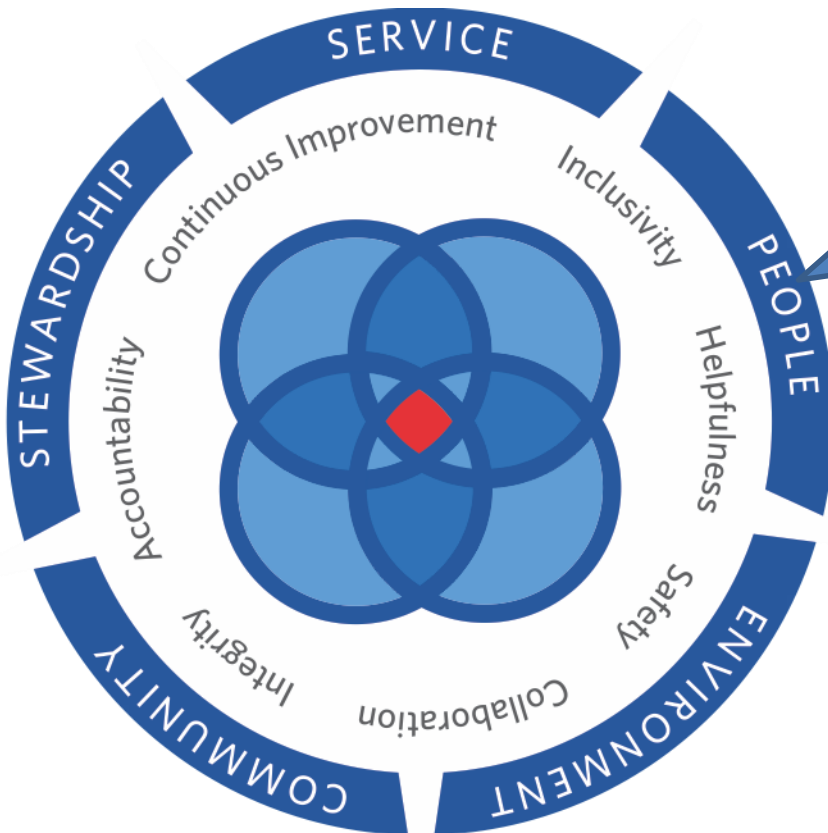


Service Effectiveness and Efficiency

- Davis/Weber County service increases:
 - Miles and hours
 - New routes
 - More than 100 amenities
- Additional ski service
- New Service Standards (and metrics)

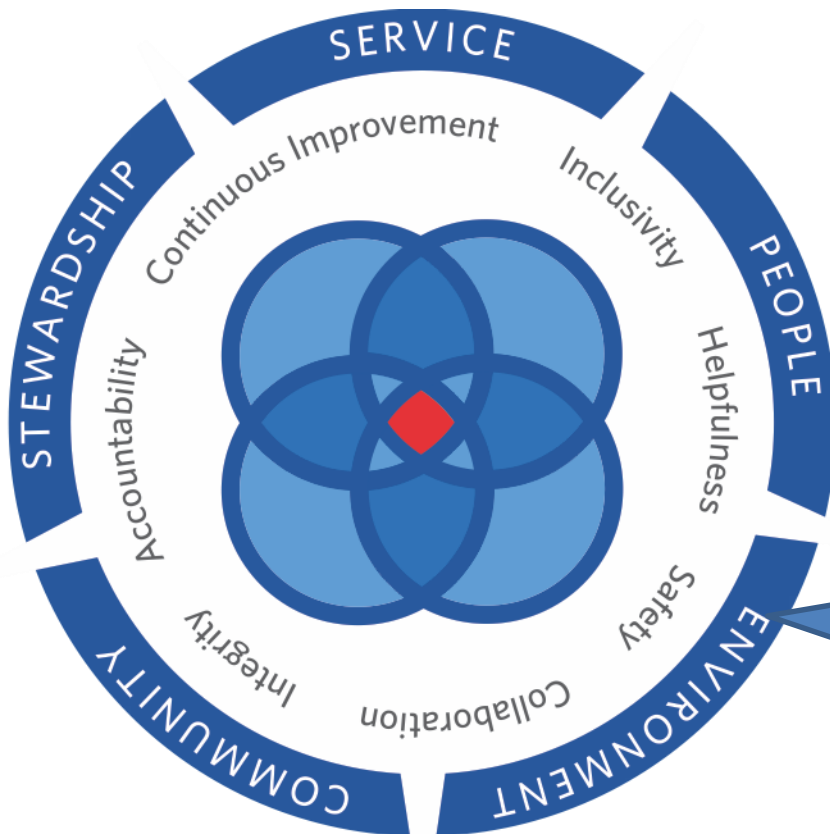
Board Objectives & True North Alignment

People



- Enterprise alignment
- Additional training resources including
 - \$379,000 contractual
 - 5 FTE
- Merit pay increase, health insurance increase and 16% pension contribution

Board Objectives & True North Alignment Environment

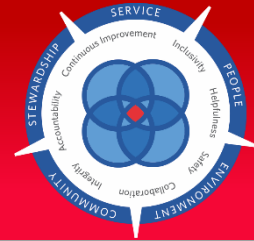


Health and Sustainability of the System

- Replace (59) 1999-2001 buses
- Purchase of new electric buses

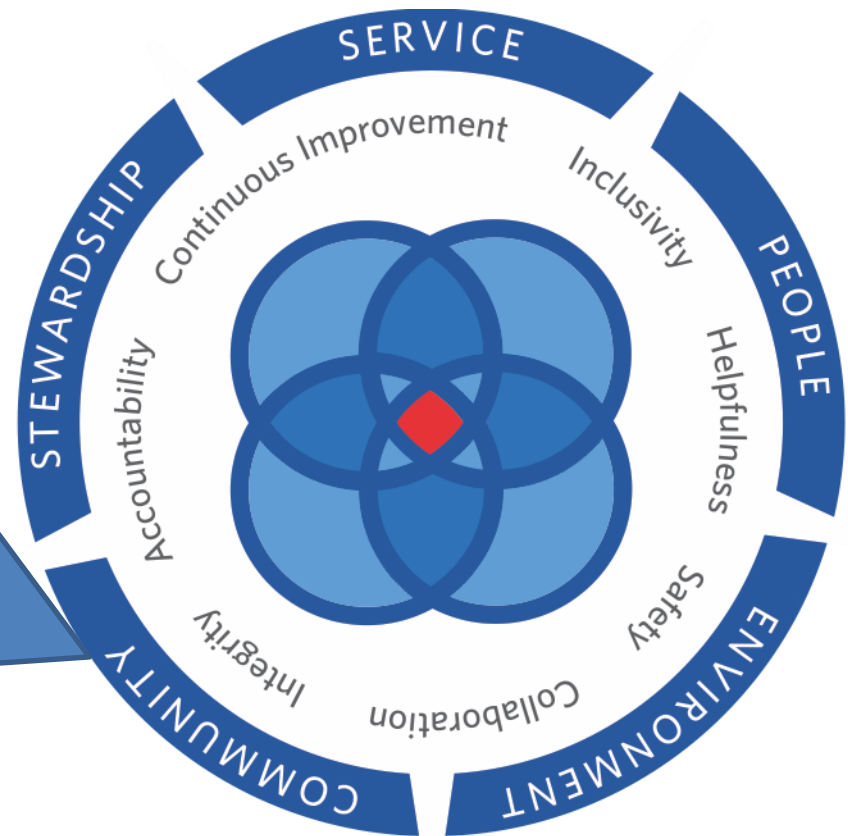
Board Objectives & True North Alignment

Community



Promoting Transit Oriented Communities

- Measure and report changes in annual public perception survey results
- Increase public outreach and communication efforts
- Begin construction of TIGER grant projects
- Continue implementation of Prop 1 service improvements
- TOD policy “reset”
- Provo-Orem TRIP
- Cooperative partnerships, such as the Transportation and Land Use Connection Grant Program



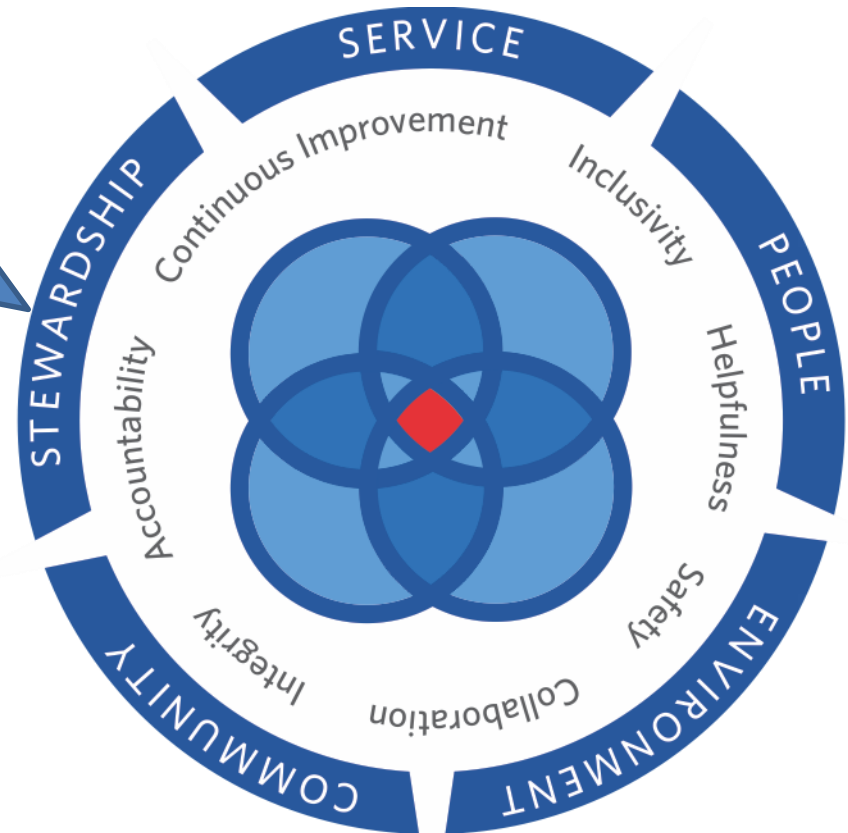
Board Objectives & True North Alignment

Stewardship

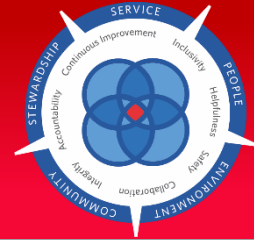


Public Trust and Accountability

- Improved public access to board process, including live video streaming of board meetings
- Overhaul of TRAX SD vehicles
- Upgrades to rail grade crossings
- Positive train control

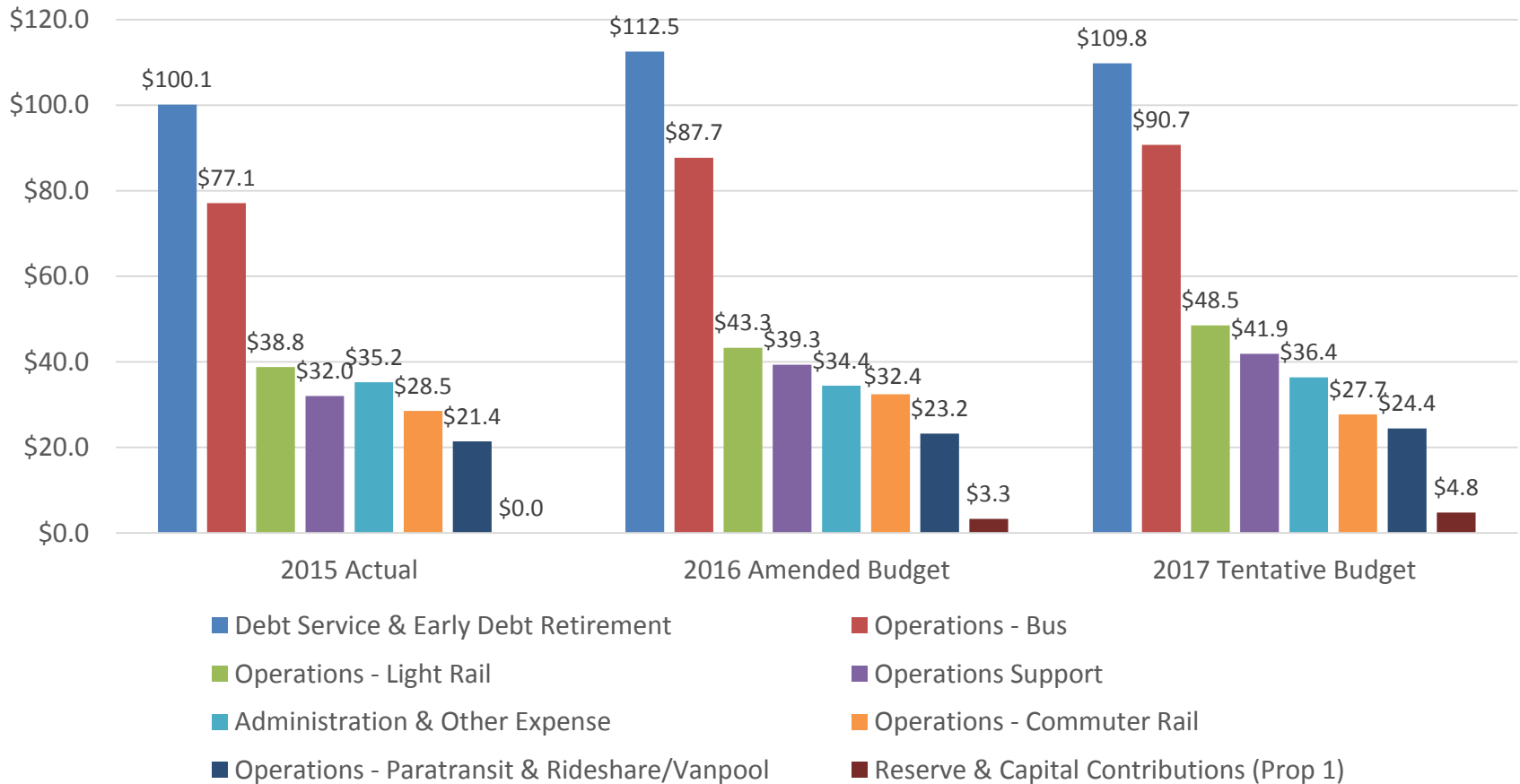
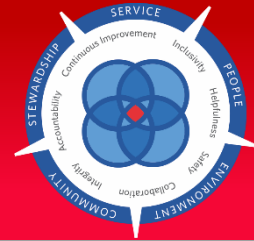


Tentative Budget Summary (Operating Expense in Millions)

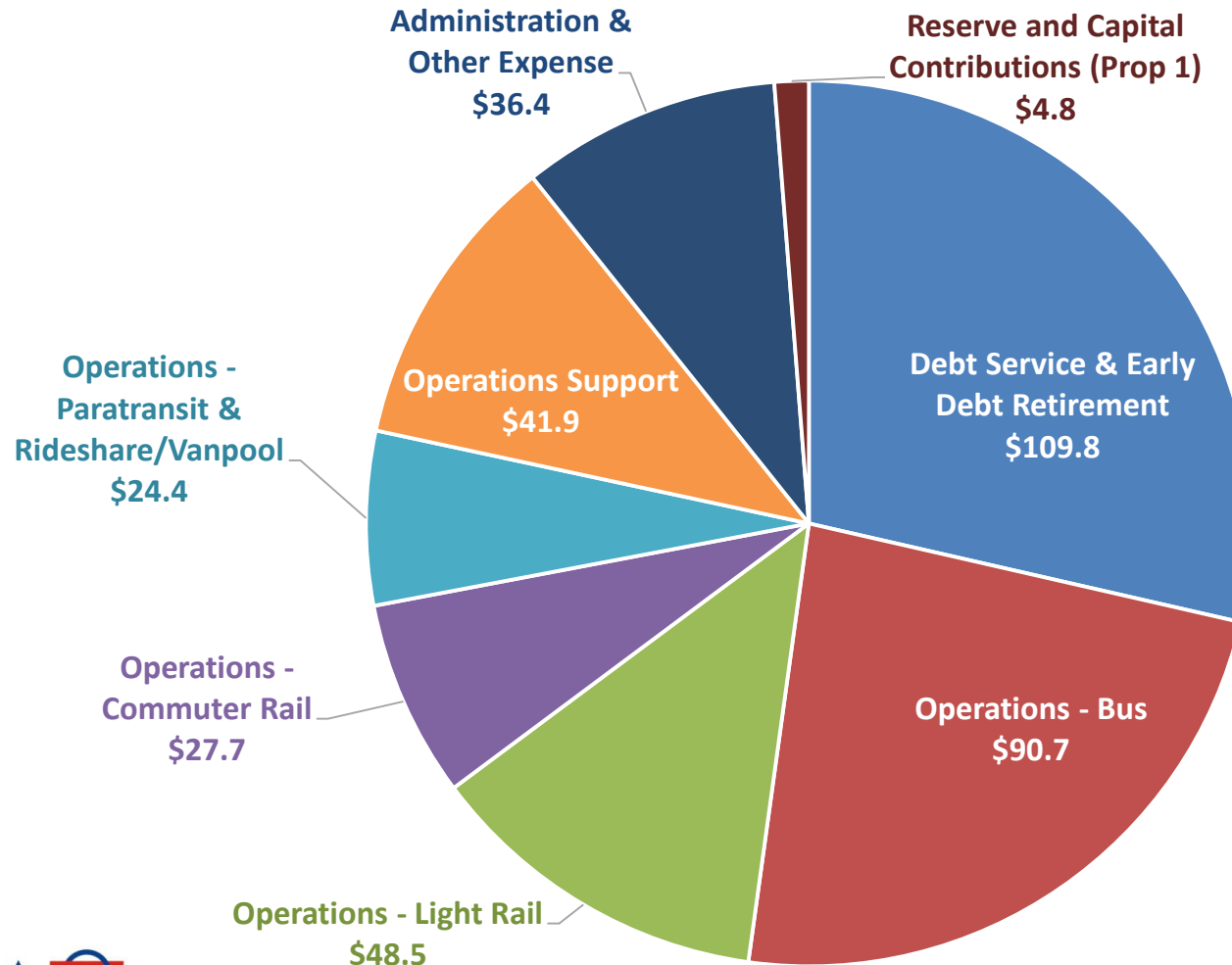
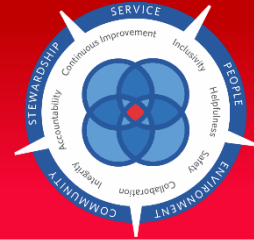


Operating Expense	2015 Actual	2016 Amended Budget	2017 Tentative Budget
Operations – Bus	\$77.1	\$87.7	\$90.7
Operations – Commuter Rail	\$28.5	\$32.4	\$27.7
Operations – Light Rail	\$38.8	\$43.3	\$48.5
Operations – Paratransit	\$18.5	\$20.8	\$21.8
Operations – Rideshare/Vanpool	\$2.9	\$2.4	\$2.6
Operations Support	\$32.0	\$39.3	\$41.9
Administration	\$30.2	\$29.0	\$32.7
Other Expense	\$5.0	\$5.4	\$3.7
Expense before Debt Service	\$233.0	\$260.3	\$269.6
Debt Service	\$98.0	\$108.2	\$107.0
Early Debt Retirement	\$2.1	\$4.3	\$2.8
Reserve and Capital Contributions (Prop 1)	\$0.0	\$3.3	\$4.8
Totals	\$333.1	\$376.1	\$384.2

Tentative Budget Summary (Operating Expense in Millions)



Tentative Budget Summary (Operating Expense in Millions)

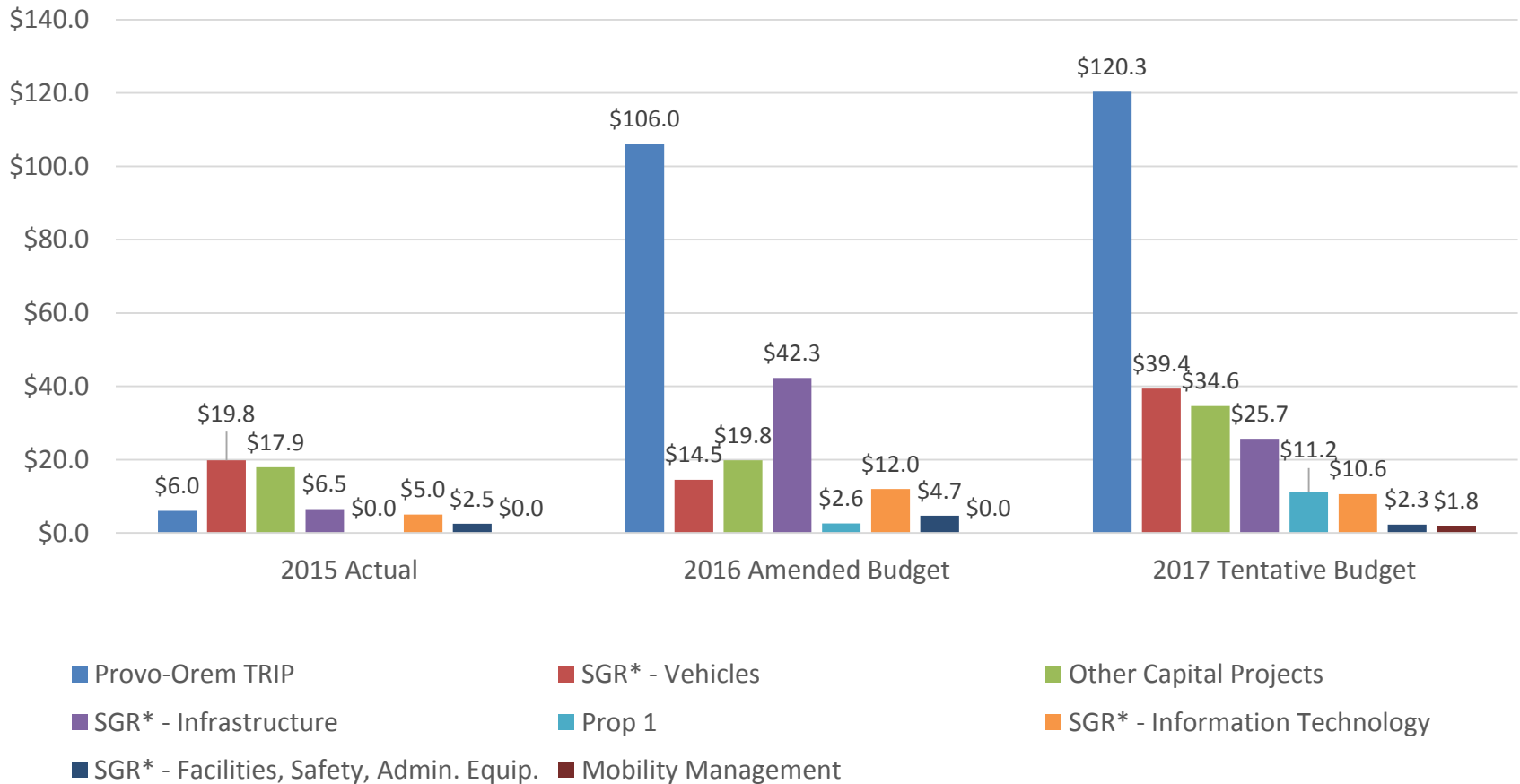
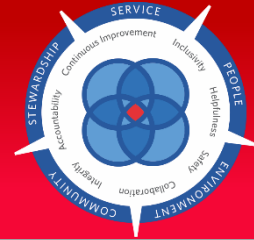


Tentative Budget Summary (Capital Expense in Millions)



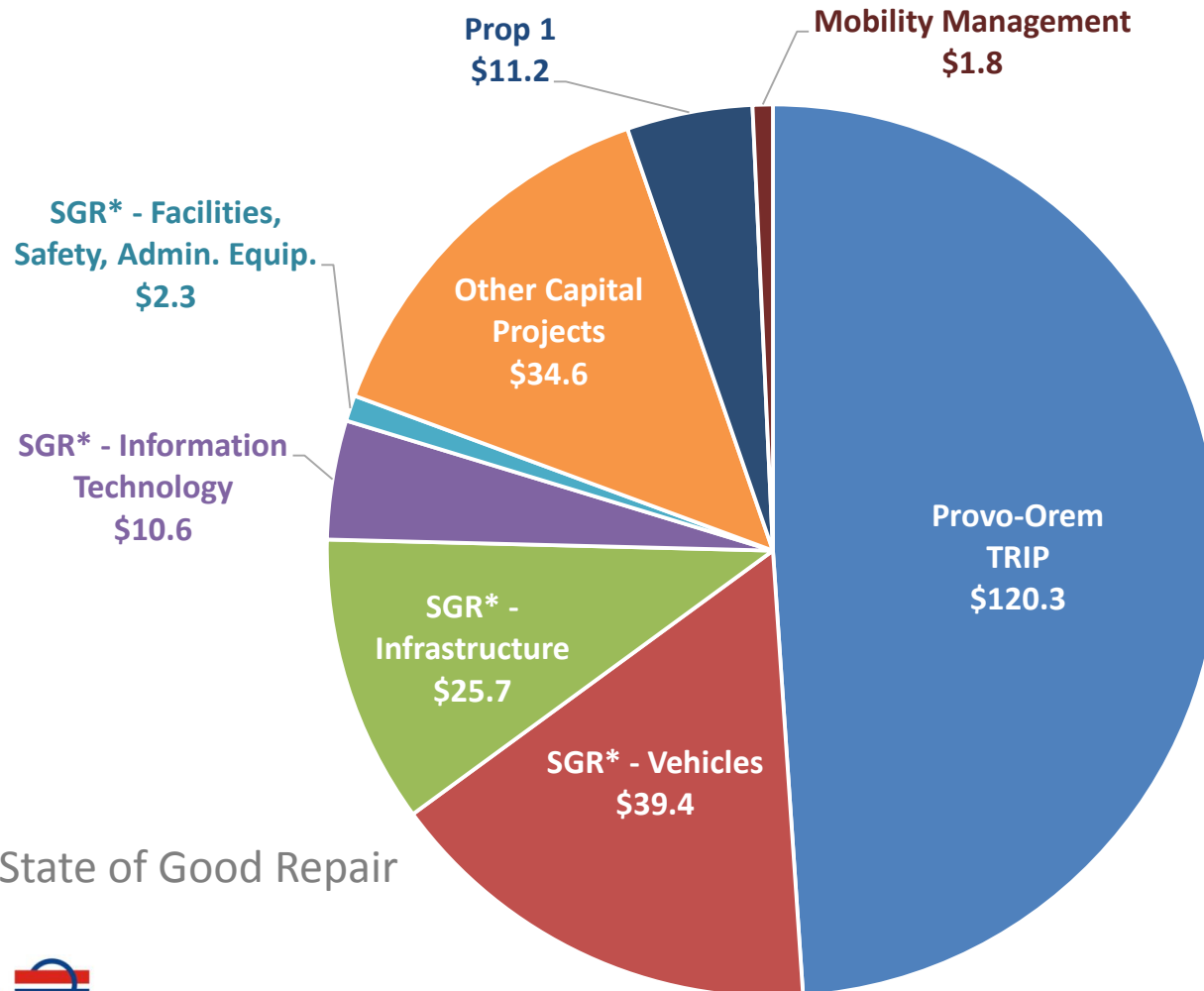
Capital Expense	2015 Actual	2016 Amended Budget	2017 Tentative Budget
Provo-Orem TRIP	\$6.0	\$106.0	\$120.3
SGR* – Vehicles	\$19.8	\$14.5	\$39.4
SGR* – Information Technology	\$5.0	\$12.0	\$10.6
SGR* – Facilities, Safety, Admin. Equip.	\$2.5	\$4.7	\$2.3
SGR* – Infrastructure	\$6.5	\$42.3	\$25.7
Other Capital Projects	\$17.9	\$19.8	\$34.6
Prop 1	\$0.0	\$2.6	\$11.2
Mobility Management	\$0.0	\$0.0	\$1.8
Totals	\$57.7	\$201.9	\$245.9

Tentative Budget Summary (Capital Expense in Millions)



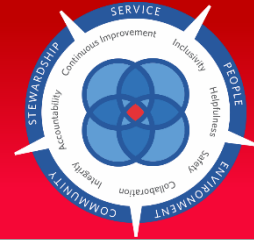
*SGR = State of Good Repair

Tentative Budget Summary (Capital Expense in millions)



*SGR = State of Good Repair

Schedule & Next Steps



- October 26: Board considers tentative budget
- November 16: Public hearing on tentative budget
- December 21: Board considers final budget

Thank You



Questions?

UTA
Tentative Agenda
Focus: Board Accountability in an Age of Transparency
October 12, 2016

What is Governance?

- What is the board accountable for?
- What is the board's role?
- How does the board function as a collective, single body?
- How do we, as a board, bring a value-added role to the organization?
 - What kind of board do we wish to be?
 - Fiduciary? Strategic? Generative?
 - Policy board? Policy Governance board?
 - What should our relationship be with the community?
 - What does transparency mean to us?
 - What should our relationship be with the operational organization?
 - Why micromanagement doesn't work

What mechanisms are available for the Board to make substantive, value-added contributions to the organization?

- Agenda planning for the Board beyond the operational organization
- Community linkage
- Defining the value system of the organization in alignment with community values
- Assuring that operations stay on the path of lawful, ethical and prudential actions

What structures and processes do we need to allow us to become more productive contributors and repair our public image?

- Change structures and change processes

About the Presenter



Susan S. Radwan, MEd, SMP, ARM, CAE

Sue Radwan is an internationally recognized presenter and consultant on issues of governance. In 1996, Radwan launched Leading Edge Mentoring, a consulting firm specializing in governance and leadership, based in Grand Ledge, Michigan. Her governance background includes model-specific education from John and Miriam Carver. Additionally, she holds many credentials with Risk Management, Strategic Planning, and Systems and Strategic Thinking among them. The range of Radwan's clientele includes transit authorities, mental health authorities, township governments, school boards, trade associations, professional societies and charitable organizations. She is the Executive Managing Editor of Professional Practices in Association Management, 3rd edition, published jointly by Jossey-Bass and the American Society of Association Executives. This book serves as *the* textbook for the association sector certification. For more information about Ms. Radwan, visit www.leadingedgementoring.com