



Working Session of the
Stakeholder/Government Relations Committee

of the Board of Trustees of the Utah Transit Authority
Wednesday, September 13, 2017, 12:30 – 2:00 p.m.

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

Members of the public are invited to attend all committee meetings, and public comment may be taken at the discretion of the committee chair. If public comment is not taken at the committee meeting, the public will be able to review and provide comment via www.rideuta.com on all action items prior to the next full Board of Trustees meeting. If public comment is taken at the committee meeting, in order to be considerate of time and the agenda, comments will be limited to 2 minutes per individual, or 5 minutes for a spokesperson designated to represent a group.

Committee Members: *Bret Millburn, Committee Chair*

Jeff Acerson

Sherrie Hall Everett

Greg Bell

Dannie McConkie

Necia Christensen

Troy Walker

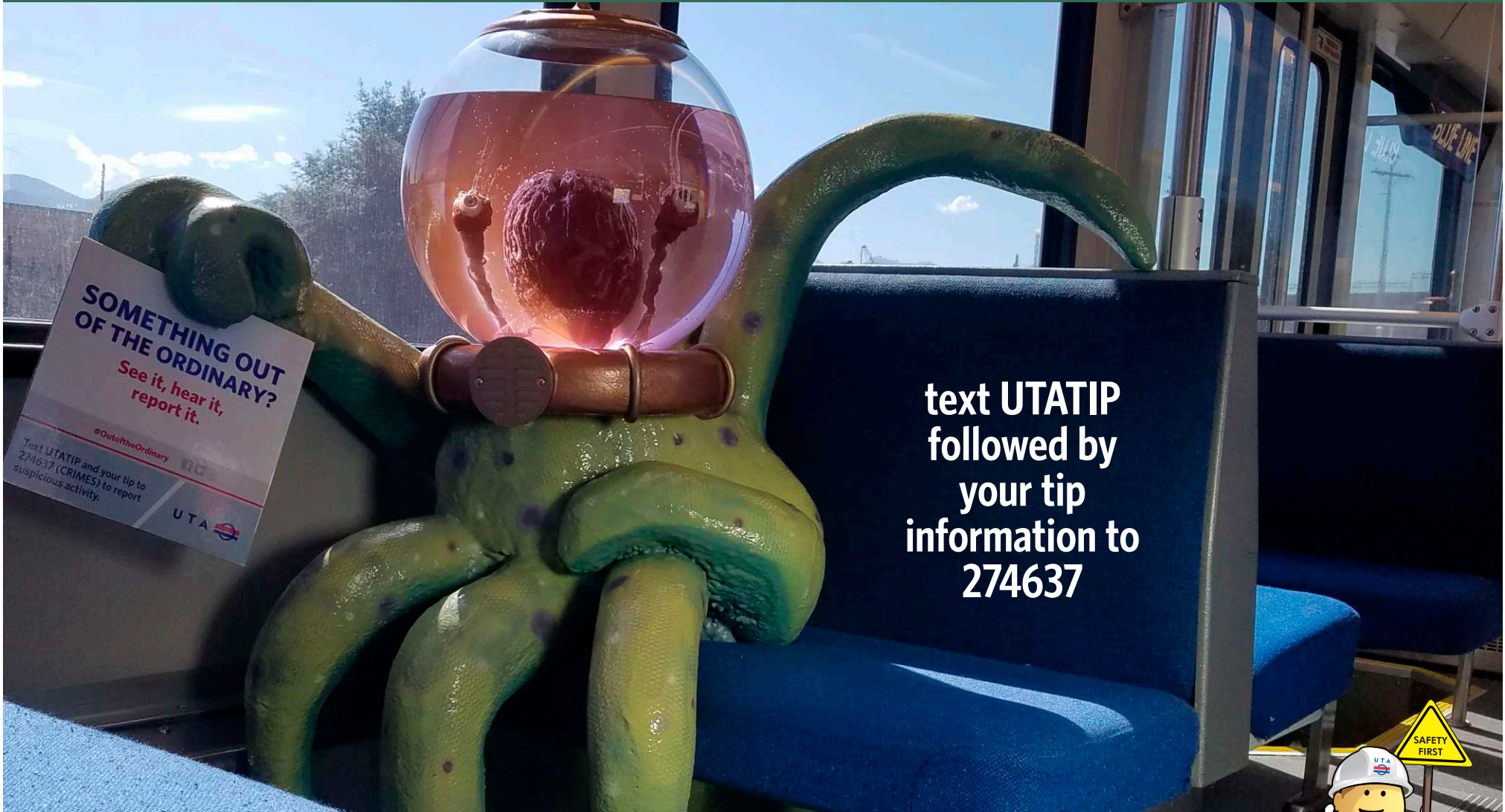
Karen Cronin

Agenda

- | | |
|--|-----------------|
| 1. Safety First Minute | Dave Goeres |
| 2. <u>Approval of July 12, 2017 SGRC/SCRC Meeting Report</u> | Bret Millburn |
| 3. <u>R2017-09-01: Salt Lake County Transportation Fund Interlocal Agreement</u> | Steve Meyer |
| 4. Board Policy Review | Jayne Blakesley |
| 5. Other Business | Bret Millburn |
| a. Liaison, Conference & External Committee Reports | |
| b. Next Committee Meeting | |
| 6. Adjourn | |

See Something Out Of The Ordinary

Call 801-287-EYES (3937) to report suspicious activity



text UTATIP
followed by
your tip
information to
274637



UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	September 13, 2017
CONTACT PERSON:	Bret Millburn, Chair
SUBJECT:	Minutes of the Stakeholder/Government Relations & Service and Customer Relations joint committee meeting
BACKGROUND:	<p>On July 12, 2017 a joint meeting of the Stakeholder/Government Relations & Service and Customer Relations Committees was held.</p> <p>The unapproved meeting minutes are presented for approval.</p>
ALTERNATIVES:	<ul style="list-style-type: none"> • Approve as presented • Amend and approve • No action
RATIONALE FOR PREFERRED ALTERNATIVE:	The minutes have been reviewed by the committee members.
FINANCIAL IMPACT:	N/A
EXHIBITS:	<ul style="list-style-type: none"> • 07-12-17 SGRC&SCRC Meeting-Open-unapproved

**Report of the Stakeholder/Government Relations &
Service and Customer Relations Joint Committees Meeting**

Wednesday, July 12th, 2017

10:20 a.m. – 11:50 a.m.

SCRC Members Present

Sherrie Hall Everett, Chair
Karen Cronin*

SGRC Members Present

Jeff Acerson
Necia Christensen
Karen Cronin*
Sherrie Hall Everett*
Dannie McConkie

* *Trustee serves on both committees*

Excused/Not in Attendance: Greg Bell, Babs De Lay, Charles Henderson, Bret Millburn, Troy Walker

SCRC committee chair, Sherrie Hall Everett welcomed everyone and called the meeting to order at 10:20 a.m.

Chair Sherrie Hall Everett yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

2. Approval of June 14, 2017 SGRC Meeting Report:

A motion to approve the meeting report was made by Trustee Jeff Acerson and seconded by Trustee Dannie McConkie. The motion carried by unanimous consent

3. Presentation/Informational Items:

a. Formation of Citizens' Advisory Board (CAB) – Update by Laura Hanson & Matt Sibul

Laura Hanson, UTA Director of Planning, provided an overview of SB174 (the same legislations that created the Transportation Task Force) and established criteria for transit agencies serving a population of 200,000+ to create a Citizens' Advisory Board. Laura provided an update to the committee on the process and timeline UTA is undergoing to organize the newly formed CAB. The Citizens' Advisory Board (CAB) will be a non-governing advisory board organized to provide consumer insight and broad strategic advice to UTA staff and will consist of up to 12 members appointed by UTA's Board of Trustees. These members should be individuals who represent the diversity of UTA's transit district area and are regular users of UTA services. The advisory board provides consumer advice to influence UTA's long-term strategic priorities and short-term customer experience decision and will serve the key role in solicitation of public input and community engagement of public transit initiatives throughout the service area.

It was determined that Trustees Acerson and Christensen would work with the UTA staff to finalize the CAB nomination process in August in order to begin solicitation of nominees. The SCRC committee will review these nominations early this fall and subsequently submit those to the Board for approval. With the formation of the CAB, the Community Transportation Advisory Committee (CTAC) will be disbanded.

4. Approval of May 11, 2017 SCRC Meeting Report:

A motion to approve the meeting report was made by Trustee Dannie McConkie and seconded by Trustee Necia Christensen. The motion carried by unanimous consent.

5. Presentation/Informational Items:

a. Customer & Public Feedback Report

Nichol Bourdeaux, VP of External Affairs, provided the Committee with a report summarizing the Customer & Public Feedback for the agency over the past year (attached.) The purpose of this report was to help the Committee understand the feedback being received from our customers and to identify the areas of growth and opportunity. The report contained statistics and data concerning the number of communications UTA receives annually (through the call center, emails, UTA website, mail and social media) as well as the solutions and trends for improvement and initiatives to increase the customer feedback loop. New tools and technologies which are providing increased access for customers to “self-serve” and reduce call volumes were also introduced.

b. Communications/Public Relations Update & Discussion

Andrea Packer, Communications Director, provided an overview of some additional communications and public relations tools which are improving the public’s access to information and services, and ultimately the consumer experience. Website development and Partnerships were two key topics explained in further detail. In addition, social media is looking at long-term goals and in revamping UTA’s communications approach to support public trust and board forums. Some of these goals include: implement interactive and responsive tools to support public engagement, implementing content that is relevant and attractive to a wide variety of audiences, ensuring social media is a place to obtain timely information regarding UTA operations.

Other topics reviewed included: UTA website redesign, customer tools, advertising strategy, and other external partnerships (UCair, Chambers, bicycle coalitions and air quality organizations, schools, etc.)

6. Closed Session:

The Committees did not go into Closed Session

7. Action Taken Regarding Matters Discussed in Closed Session:

No action(s) were required

8. Liaison, Conference & External Committee Reports:

No reports were provided

9. Input & Date for the Next Committee Meeting:

No additional items were added to the anticipated agenda.

10. Other Business:


No other business was provided

The meeting adjourned at 11:50 a.m.

Report Transcribed by: Eileen Billings, Senior Office Specialist

External Affairs


E-mail: ebillings@rideuta.com



Update on Customer Feedback

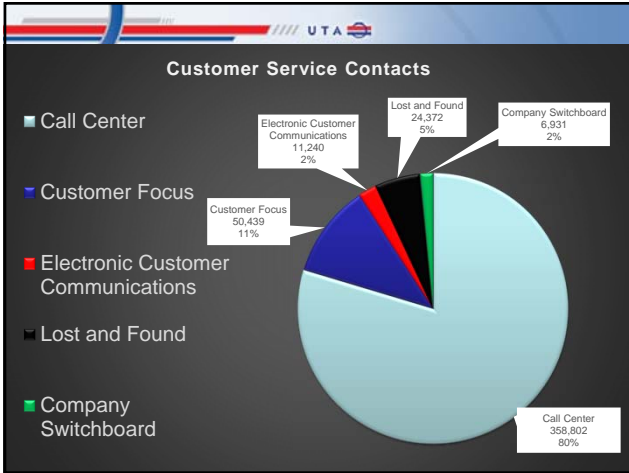
Stakeholder Relations Committee

*Presented by Nichol Bourdeaux,
VP of External Affairs and Constituent Services
July 12, 2017*



Customer Service Mission Statement

- Customer Service department is committed to creating positive interactions with our customers in order to provide them with accurate information, helpful hints, and empathy to their situations and concerns.


Customer Service Function

- 46 Employees (full and part time)
- Customer Focus Team
- Call Center Team
- Customer Relations Team
- Electronic Customer Communications Team

Quality in a service or product is not what you put into it. It is what the customer gets out of it.
Peter Drucker




UTA

Customer Call Center

2015	2016	YTD
432,705	442,518	150,128

- 2016 volumes reflect 17% reduction over previous year

2016 call abandoned rate: 8% YTD call abandoned rate: 4%

Goal is 3% to 6%

UTA

New Tools & Technologies

Call volumes reduced due to additional tools

- Automated "next bus" phone system
 - 248,538 English
 - 13,360 Spanish
- RideTime Text– 1,388,376 in 2016
 - SMS texting of next bus departures
 - Signs being posted at all bus stops
 - Find my bus app locators
- Social Media
 - Electronic Customer Communications Specialists
 - Provide service info via Twitter 5 a.m. – 8 p.m.




Text UTA-UTA (882882) with Stop ID

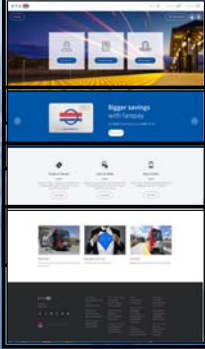
for bus departure times.

UTA

Website Improvements



Old Version



NEW Version

UTA

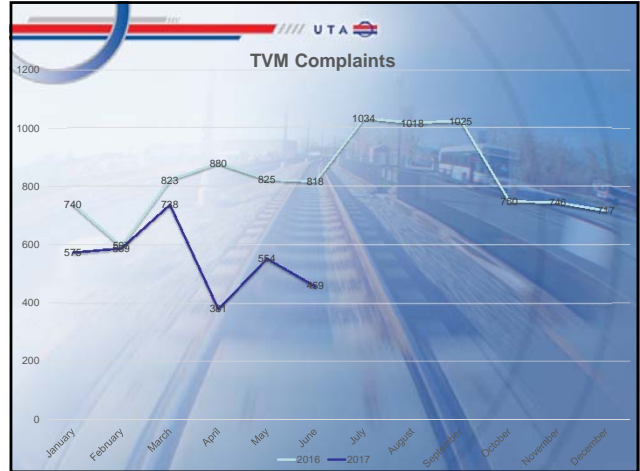
Customer Feedback Calls

2015	2016	YTD
55,802	50,439	22,712

- 2016 volumes reflect 9% reduction over previous year
- 35,249 Comments Filed for 2016
 - Top 5 categories
 - Repairs
 - Customer Interactions
 - FAREPAY Card Balance
 - Unused Fare Media
 - Pass By

Customer Comments

2015		2016		YTD	
TVM	18%	TVM	32%	TVM	24%
FAREPAY - card balance	8%	Negative Customer Interactions	7%	FAREPAY - card balance	8%
Negative Customer Interactions	8%	Fares- Unused FAREPAY	6%	Negative Customer Interaction	7%
Commendation	7%	Fares- Unused Pass	5%	Fares- Unused Pass	6%
Pass By	6%	Pass By	5%	Commendation	6%
Fares- Unused FAREPAY	5%	Commendation	4%	Pass By	5%

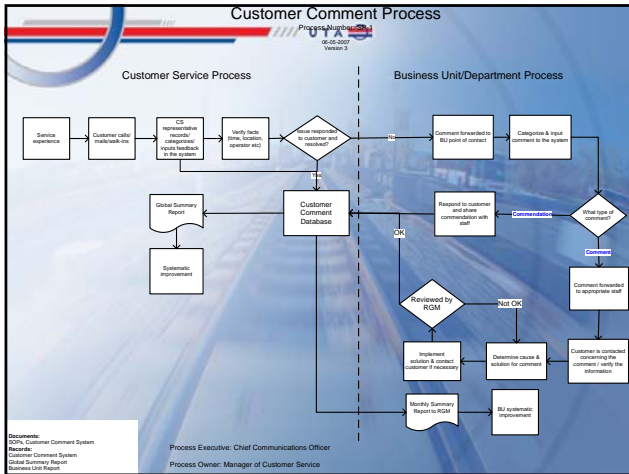


- Customer Comment System**
- Receive and log customer feedback, experience or observation about UTA services and employees via phone calls, email, website, mail, social media, etc.
 - Understanding customer needs and experience, and how we can improve.
 - Track and Trend for improvement
 - Reports (Improved in 2017)

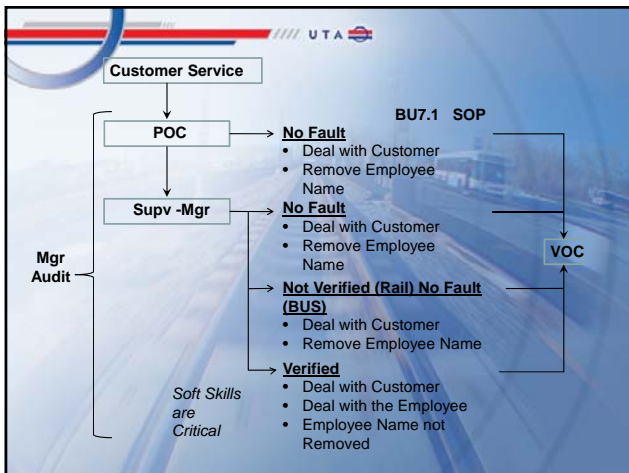
Responding to the Customer

Customer Service tries to resolve the customer's concerns or answer questions. If additional investigation is needed, the comment is sent to the responsible business unit or department to review, pull video, and respond to the customer.

- Maximum of 24 hour for processing
- Seven (7) days investigation and handle



- ## Continuous Improvement
- New Business Unit operations processes
 - UTAway with employee interactions
 - Point of Contacts for each Business Unit
 - True North for process improvement for roles and responsibilities
 - Customer Focus Teams in Business Units
 - Customer Focus for solutions to customer communication and education



Questions?

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UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	September 13, 2017
TITLE:	R2017-09-01: Salt Lake County Transportation Fund Interlocal Agreement
UTA EXECUTIVE/RESPONSIBLE STAFF MEMBER:	Steve Meyer
SUBJECT:	County Transportation Fund Interlocal Agreement
BACKGROUND:	<p>The Salt Lake County Council approved Resolution No. 5206 on June 6, 2017, authorizing the Salt Lake County Mayor to execute an interlocal cooperation agreement with UTA to provide UTA with \$4.5 million of county transportation funds to construct the double tracking of the S-Line streetcar from 300 East to 500 East. This project will allow UTA to operate a more reliable 15-minute service schedule for the S-Line.</p> <p>This UTA resolution adopts the agreement and authorizes the President/CEO to negotiate and execute the agreement on behalf of UTA.</p>
ALTERNATIVES:	None presented
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"> • R2017-09-01 – County Transportation Fund ILA

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF THE
COUNTY TRANSPORTATION FUND INTERLOCAL AGREEMENT**

No. R2017-09-01

September 27, 2017

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, during the 2015 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 et seq., to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the Salt Lake County Council has drafted and approved an Interlocal Agreement pursuant to which the parties will agree to work in good faith toward a final agreement for the transfer of up to four million five hundred thousand dollars (\$4,500,000.00) of County Transportation Funds to UTA to help finance the construction and limited operation of the Sugar House Streetcar double tracking between 300 East and 500 East in South Salt Lake.

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

1. That the Board of Trustees hereby adopts the COUNTY TRANSPORTATION FUND INTERLOCAL AGREEMENT between the Authority and Salt Lake County together with such modifications or amendments to the Agreement as may be determined by the President/CEO 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, General Counsel, and Authority staff that were necessary or appropriate to negotiate the Agreement.
3. That a fully executed original counterpart of the final definitive COUNTY TRANSPORTATION FUND INTERLOCAL AGREEMENT shall be permanently kept in the official records of the Authority. A copy of the Agreement is attached hereto as Exhibit A.
4. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 27th day of September, 2017.

Robert McKinley, Chair

ATTEST:

Robert K. Biles, Secretary

[SEAL]

DRAFT

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 27th day of September, 2017.

Robert McKinley, Chair

Robert K. Biles, Secretary

APPROVED AS TO FORM

Legal Counsel

DRAFT

Exhibit A

DRAFT

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

UTAH TRANSIT AUTHORITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and the **UTAH TRANSIT AUTHORITY**, a public transit district and political subdivision of the State of Utah (“UTA”). The County and UTA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and UTA are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 *et seq.*, to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter “County Transportation Funds”).

C. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

D. The County and UTA now desire to enter into this Agreement wherein the Parties agree to work in good faith toward a final agreement for the transfer of up to Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds to UTA to help finance the construction and limited operation of the Sugar House Streetcar (S Line) double tracking between 300 East and 500 East in South Salt Lake (hereinafter the “Project”).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in Recital B above.
- (b) **Final Agreement:** As defined in Section 2.1 below.
- (c) **Negotiation Period:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date this Agreement is terminated, or (ii) June 30, 2018.
- (d) **Project:** As defined in Recital D above.
- (e) **Project Schedule and Budget:** As defined in Section 4.1(a) below.
- (f) **Transportation Code:** Utah Code Ann. §§ 72-1-101 *et seq.*
- (g) **Transportation Funds:** As defined in Section 2.1 below.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. **County Transportation Funds.** The Parties agree to work in good faith toward a mutually acceptable agreement (the "**Final Agreement**") for the transfer of up to Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds (hereinafter "**Transportation Funds**") to UTA to help finance the construction and limited operation of the Project. The Final Agreement shall specify, among other things, (a) the manner by which Transportation Funds will be disbursed to UTA for the Project (whether on a reimbursement basis, via escrow withdrawals, or otherwise); (b) completion dates and deadlines for the Project; and (c) any other terms or conditions to the County's contribution of the Transportation Funds for the Project, as determined by the County in good faith.

ARTICLE 3 -- REPRESENTATIONS AND WARRANTIES

3.1. **UTA Additional Representations – Liability and Reliance.** Notwithstanding anything to the contrary in this Agreement, UTA represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular cost associated with the anticipated Project is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other

applicable federal, state and local laws, rules and regulations. As such, UTA agrees that it will independently determine whether any anticipated cost associated with the Project for which Transportation Funds may ultimately be used by UTA is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code, and UTA agrees that it will not rely on the County's review of UTA's anticipated costs in making that determination.

ARTICLE 4 -- DISBURSEMENTS

4.1. Conditions to County's Contribution of Transportation Funds. The County will have no obligation to enter into the Final Agreement with UTA for a contribution of Transportation Funds toward the Project unless and until the following conditions have been satisfied:

(a) UTA Funding Requirement. UTA has provided to the County evidence and assurances that it has funded or will cause to be funded all but four million five hundred thousand dollars (\$4,500,000) of the total cost of the Project (the "UTA's Funding Assurance").

(b) Project Schedule and Budget. UTA has prepared and submitted to the County a document outlining UTA's proposed schedule and budget for construction, implementation, and operation of the Project for which UTA will seek reimbursement for Reimbursable Project Costs from the County under this Agreement (the "Project Schedule and Budget").

(c) Final Project Design. UTA has submitted to the County the final design for the Project (the "Final Project Design").

ARTICLE 5 -- COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Liability and Indemnification. UTA agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of this Agreement. UTA agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County.

UTA further agrees that UTA's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

ARTICLE 6 – MISCELLANEOUS

6.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately 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 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. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the President/CEO of UTA are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

6.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and UTA, including the adoption of any necessary resolutions or ordinances by the County and UTA authorizing the execution of this Agreement by the appropriate person or persons for the County and UTA, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Negotiation Period, unless terminated earlier. If upon expiration of the Negotiation Period, the County and UTA have not entered into a Final Agreement, then the County may use the Transportation Funds for other projects as the County deems appropriate. The Parties may terminate this Agreement at any time upon mutual agreement of the Parties in writing.

6.3. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or

business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

6.4. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

6.5. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

6.6. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

6.7. No Obligations to Third Parties. The Parties agree that UTA's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to UTA. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6.8. No Definitive Agreement for Contribution of County Transportation Funds. The Parties agree that UTA may not rely on this Agreement in determining whether to move forward with the construction of the Project. The Parties understand that this Agreement merely indicates that the County is willing to work in good faith toward a Final Agreement for a contribution of County Transportation Funds toward the Project, but that there is a possibility that the Parties do not reach a mutually satisfactory Final Agreement and that therefore there is a possibility that no County Transportation Funds will be contributed toward the Project.

6.9. Agency. No officer, employee, or agent of UTA or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. UTA and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

6.10. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter.

Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

6.11. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

6.12. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved as to Form and Legality:

By _____
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR UTA

UTAH TRANSIT AUTHORITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

UTA ATTORNEY

By _____

Name: _____

Dated: _____, 20____