

Funding Agreement
Subsidized System-wide Fare

This **FUNDING AGREEMENT** is effective on the 1st day of February 2022, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Salt Lake City Foundation, a Utah governmental nonprofit corporation ("Sponsor").

WHEREAS the Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor desires to solicit sponsorships from third parties to partially subsidize transit fares for the entirety of the UTA system for the month of February as part of an initiative to be called Free Fare February; and

WHEREAS both the Sponsor and UTA recognize the benefits of public transit for the community for reducing congestion and improving the quality of air and the environment.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. Term. The term of this agreement will begin on the date stated above and end on February 28, 2022 or until funds committed under Paragraph 2 below have been paid in full.
2. Funding. In order to facilitate free fares on UTA's entire public transit system for the month of February, Sponsor agrees to pay UTA an amount not to exceed One Hundred Thirty-Five Thousand (\$135,000) for a portion of the forgone fare revenue which is projected to have been received for the month of February 2022. The final payment amount is contingent on Sponsor's receipt of sponsorship funds, as determined in the Funding Analysis described in Paragraph 5, herein.
3. Payment. UTA and Sponsor agree that the payment may take the form of cash or grant funds transferred to UTA.
4. Use of Funds. UTA agrees to use such funds to provide free fares system-wide on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services for the Free Fare February initiative.
5. Funding Analysis. On or before March 31, 2022, UTA shall perform an analysis of the actual amount owed by the Sponsor based on the number of sponsorships obtained and the amount of each sponsorship. A summary of this analysis shall be available to Sponsor upon request. UTA shall invoice Sponsor for the actual amount owed which shall not exceed the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced

within 30 days of receipt of funds by the Foundation, however, if the funds are not readily available (e.g., grant funding), Sponsor and UTA shall reach mutual agreement on a date for the transfer of funds.

6. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA's operation of its transit system in any respect.

7. Notices. All notices shall be directed to the following addresses:

Sponsor Salt Lake City Foundation
 Attention: Mary Beth Thompson, Chair
 P.O. Box 145451
 Salt Lake City, Utah 84114-5451

UTA: Utah Transit Authority
 Attention: Kensey Kunkel
 669 West 200 South
 Salt Lake City, Utah 84101

8. No Third Party Rights. Nothing in this Agreement will be interpreted to provide any contractual or other rights to third parties.

9. Government Records Access and Management Act. Parties is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by UTA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with UTA. Any materials for which UTA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Consultant's claim of business confidentiality. Sponsor will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. UTA may, at UTA's sole expense, take any appropriate actions to prevent disclosure of such material. UTA specifically waives any claims against Sponsor related to disclosure of any materials required by GRAMA

10. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

11. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

SPONSOR

Name: _____ Date
Title:

DocuSigned by:
Mary Beth Thompson 3/1/2022
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Name: Mary Beth Thompson Date
Title: President

Name: _____ Date
Title:

UTA Legal Counsel

DocuSigned by:
Mike Bell
70E33A415BA44F6...

ATTEST:

APPROVED AS TO FORM:

Salt Lake City Recorder

DocuSigned by:
Sara Montoya
2E9F40E9F76C48C...

Salt Lake City Attorney's Office