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UTA Contract #: 26-F28373

CHARTER SCHOOL CONSORTIUM EDUCATION PASS AGREEMENT

This Charter School Consortium Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2026 (the "Effective Date") by and between Charter School Consortium ("The Consortium"), whose address is 555 East 200 South, SLC, UT 84102, (hereinafter referred to as the "Sponsor") and UTAH TRANSIT AUTHORITY, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

RECITALS

A. UTA is a public transit district providing public transit services within the State of Utah;

B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;

C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, institutions, and the community for reducing congestion, improving the quality of air and the environment, and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

D. UTA has implemented a "Charter School Consortium Education Pass Program" or transit pass program whereby City Academy agrees to administer and purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee of the Charter School Consortium at rates discounted from the price of the UTA transit passes as more specifically provided herein; and

E. Sponsor desires to participate in the Charter School Consortium Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," and "B," attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1. The term "Authorized User" includes 100% of students (7th – 12th grade) enrolled at Sponsor's participating charter schools and may include 100% of all faculty and staff employed by Sponsor's participating charter schools. Only Sponsor's Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders ("Cardholders") for purposes of this agreement.

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2. The term "Base Purchase Price" means the Price for each Contract Year in accordance with the terms of this Agreement. The Base Purchase Price will be determined by multiplying the number of Authorized Users by $91.00. The number of Authorized Users will change each year based on the number of students enrolled and the number of schools participating in the program.

3. The term "Contract Year" means the term of August 1st through July 31st of any school year during the term of this Agreement.

4. The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor or UTA in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications, which are as follows:

   a. Bus – Tap as you board. Tap as you exit.
   b. TRAX – Tap as you enter the platform. Tap again as you leave the platform.
   c. FrontRunner – Tap as you enter the platform. Tap again as you leave the platform.

5. The term "Local Transit Routes" means regular fixed route bus, bus rapid transit, Streetcar light rail, on-demand, and TRAX light rail routes operated by UTA

6. The term "Premium Express Routes" means all services included under "Local Transit Routes" plus the following: express bus, and FrontRunner commuter rail routes.

7. The term "Sponsor" means the Charter School Consortium defined as Sponsor on the initial page of this Agreement.

TERMS AND CONDITIONS

1) **TERM OF AGREEMENT**. The term of this Agreement shall be from the Effective Date to July 31, 2029.

2) **ISSUANCE OF PASS.** Sponsor is responsible for issuing Passes in accordance with EFC rules found in Exhibit "B". Sponsor shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Sponsor shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Sponsor with no signature strip; and record the recipient's name and corresponding Pass number.

3) **FORM OF PASS.** Sponsor shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

4) **AUTHORIZED USERS.** The number of Passes provided under this Agreement represents 100% of the Sponsor's students enrolled in classes, and may 100% of faculty and staff employed by the Sponsor. In the event the number of Authorized User increases more than 10%, the parties agree to renegotiate the financial terms of this contract. The

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number of Authorized Users for each succeeding school year shall be reported by the Sponsor to UTA no later than October 1st of that school year.

5) **PASSES RECOGNIZED AS TRANSIT FARE.** So long as this Agreement has not been terminated in accordance with Paragraph 11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

6) **PASSES ARE NON-TRANSFERABLE.** An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

7) **SPONSOR'S CONTROL OF ISSUED PASSES.** Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not allowed Authorized Users under this Agreement. Sponsor agrees to furnish a UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon this request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include:

   a. Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass.

   b. Printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User.

   c. Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users.

   d. Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued.

8) **PAYMENT FOR PASSES.**

   a. In consideration of the obligations for each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price. UTA shall invoice Sponsor for the first installment no later than October 1 and no later than March 1 of the contract year as stated in Exhibit "A".

   b. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of the

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invoice.

9) **CONFISCATION OF PASSES AND UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

10) **INDEMNIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. The parties acknowledge that UTA is subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

11) **TERMINATION.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. If either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor more than the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to refund the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "A.") No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

12) **OTHER INTERESTS.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

13) **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.

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14) **COSTS AND ATTORNEY'S FEES.** 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.

15) **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing.

    Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

CHARTER SCHOOL CONSORTIUM

DocuSigned by:
By: Grant Stock
84851B63592F415...
Name: Grant Stock
Title: Executive Director

UTA TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to Form

DocuSigned by:
By: Mike Bell
70E33A415BA44F6...

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EXHIBIT "A"
BASE PURCHASE PRICE

	Year	Price per Pass
1	2026-27	$91.00
2	2027-28	$91.00
3	2028-29	$91.00

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EXHIBIT "B"

PASS PROGRAM GUIDELINES AND RULES

TRANSIT COORDINATOR

Sponsor must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Sponsor can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Sponsor should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Sponsor is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Sponsor with no signature strip
- Ensure recipient understands the cardholder rules
- Record the name and the card number issued to them (see record keeping below)

RECORD KEEPING

Sponsor is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

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REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to Sponsors. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website, email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Sponsor and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS

Electronic cards are meant to be retained by the cardholder and reused. Sponsor is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. The preferred methos for card replacements is using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING

Sponsor is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off' at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

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CARD CARE

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.