

## UTA COMPLIMENTARY BUS SERVICE AGREEMENT

Whereas Requesting Entity has requested that UTA provide complimentary bus service and FrontRunner service in support of its event described below; and

Whereas UTA has determined the complimentary service to have a transit related purpose by promoting use of transit by event goers and by creating greater transit support among UTA constituents; and

Whereas UTA is willing to provide the requested complimentary service as described below;

Whereas Requesting Entity is willing to accept responsibility for those claims asserted against it under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq, or other such legal authority as may be pertinent in association with UTA's participation in this event;

Now therefore, the Parties agree as follows:

### **Terms Defined:**

Requesting Entity: Hill Airforce Base

Description of Event: Hill Airforce Base Airshow – Community event taking place at the Hill Airforce Base on June 25-26, 2022. The show is estimated to bring more than five-hundred thousand (500,000) visitors over the two (2) day event.

### Description of Service Requested:

1. Shuttle service to and from the Clearfield Frontrunner on Saturday and Sunday of the event.
2. Frontrunner service on Sunday.
3. Support from UTA Police, Customer Service, and the Transit Communications Center.

Transit-related Purpose: Encourage greater use of public transit by attendees and create greater support for public transit and public transit good will with the Hill Airforce Base.

### **Agreement:**

1. UTA agrees to provide the complimentary service as described under "Description of Service" above.
2. Requesting Entity agrees that UTA shall maintain complete control of its busses including routing and operation of busses as well as the right to deny passage to belligerent, unruly or intoxicated passengers.
3. The Parties understand that the transit services being used under this Agreement are public transit services. As such users must comply with, and UTA expressly reserves the right to enforce, UTA's ordinances, policies, and rider rules during Event.
4. Requesting Entity, as the Federal Government, is a self-insured entity and agrees to promptly consider and adjudicate any and all claims which may arise out of the Hill AFB Air Show 2022 event, and to pay for any property damage, injuries or other damages as may arise from Event, and as provided by law, or under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq, or other such legal authority as may be pertinent.
- 5.

The parties acknowledge that UTA is a governmental entity under the laws of the State of Utah and, as such, is subject to the provisions of the Utah Governmental Immunity Act, and does not waive any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws. Agreed to this 1<sup>st</sup> day of June 2022.

Signatures found on the following page. Remainder of page left intentionally blank.

**REQUESTING ENTITY**

Name:

Title:

Date:

**UTAH TRANSIT AUTHORITY**

Name:

Title:

Date:

Name:

Title:

Date:

Approved as to Form:  56A03BC7C491482...