

**MASTER TRANSIT AGREEMENT  
BETWEEN UTAH TRANSIT AUTHORITY AND UTAH COUNTY  
FOR OPERATION OF ENHANCED TRANSIT SERVICE IN UTAH COUNTY**

THIS MASTER TRANSIT AGREEMENT (“MTA”) is made and entered into by and between Utah County (“County”) and Utah Transit Authority (“UTA”). Collectively, these entities are sometimes referred to in this MTA as the (“Parties”).

**RECITALS**

WHEREAS, County and UTA agree to collaborate in the creation of increased transit opportunities in Utah County to promote economic growth, provide transit service that serves as an attractive alternative to driving, ensure connectivity with planned and existing regional transit systems, and address transportation demands associated with population and employment growth in Utah County; and

WHEREAS, County and UTA are desirous to enter into a MTA which outlines the purpose, goals, and points of agreement for the provision of transit service for Utah County; and

WHEREAS, UTA currently manages the successful operation of several modes of transit service, bus, rail, bus rapid transit, and on demand transit. On Demand transit provides first and last mile transit service in various regions of its transit district; and

WHEREAS, UTA has contracts in place for contracted transit services; and is conducting procurement for a new innovative mobility transportation provider that will be able to provide multiple modes of first and last mile transit service; and

WHEREAS, UTA will provide the type of transit service which the County and UTA mutually agree best serves the needs of County residents; and

WHEREAS, UTA will be authorized to provide transit services through the execution of service orders under this MTA which will contain a description of the details of the specific type of service, frequency, area served, pricing and other pertinent details.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) TERM. The effective date of this MTA shall commence upon the execution of this agreement and remain in full force and effect for a period of 20 years from issuance of Service Order No. 1, unless terminated early under Paragraph 6 below.
- 2) SERVICE ORDERS.
  - a) Service Orders shall be authorized and issued using the format contained at Attachment 1. Each Service Order shall contain a detailed description of the mode of service, frequency of service, area of coverage, pricing details, and term of service. The County incurs no reimbursement obligation until a specific Service Order is executed by both Parties. Upon execution, UTA is authorized to direct its Master Service Provider (MSP) to provide service as described in the authorized Service Order. Service orders are intended to have a 5-year term subject to negotiation at the time of issuance. The parties will meet quarterly with UDOT and the vendor to review service performance and service quality. The parties can modify a service order through issuance of a change order if deemed necessary.
  - b) UTA shall invoice the County on a monthly basis as detailed in the Service Orders and the County shall provide payment within 30 days of receipt of invoice. The County shall have the right to review invoices for accuracy prior to making payment.

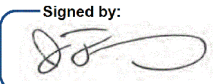
- 3) **MANAGEMENT OF THE WORK.** UTA shall manage all day-to-day service delivery and interactions with vendors. County shall have the right to closely coordinate with UTA's Program Manager regarding the day-to-day services provided as noted in the service order. County may participate in regular service delivery and marketing discussions at its discretion. In addition, UTA and/or its vendors shall provide monthly reporting and service data regarding service performance.
- 4) **SERVICE BRANDING.** UTA and County will collaborate on the branding of the service including incorporating the County's logo with the service. Branding will note that the service is sponsored and operated as a partnership. In general, all service names and branding should align with UTA's existing microtransit branding in an effort to maintain existing UTA brand recognition and awareness of on-demand public transit services.
- 5) **CUSTOMER SERVICE.** UTA and the vendor shall provide joint customer service activities in connection with the services provided under this MTA.
- 6) **TERMINATION.** A Party may terminate this Agreement only at the conclusion of a performance year (defined as August change day to subsequent August change day) with 60 days advance written notice. Termination of this MTA will also terminate all Service Orders issued hereunder. Individual Service Orders may be terminated upon 60 days' advanced written notice which shall not affect the overall term of the MTA. The Parties may terminate by mutual agreement as desired.
- 7) **LIABILITY AND INDEMNIFICATION.** County and UTA are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers, employees, contractors, or


subcontractors and shall indemnify the other Party from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. None of the parties waive any defenses otherwise available nor does any party waive any limits of liability provided by the Act. The obligations under this provision shall survive any termination or expiration of this Agreement.

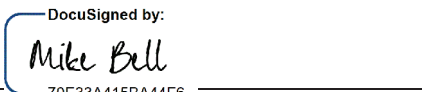
- 8) NO LEGAL ENTITY. Nothing in this MTA shall be construed to create a partnership, joint venture, Interlocal cooperative agreement, or any type of employment relationship.
- 9) INSURANCE. Both UTA and the County are responsible for providing their own insurance as each Party sees fit; UTA shall require vendors to carry reasonable and adequate levels of liability insurance and to indemnify County and UTA from liability for all damages or injury caused by the negligent acts of MSP or its employees, agents, or independent contractors.
- 10) GRAMA. Both UTA and the County are subject to the Utah Government Records Access and Management Act (UCA 63G-2-101 et seq) and will abide by its terms.
- 11) FORCE MAJEURE. Non-performance by either Party under this Agreement shall be excused to the extent that such non-performance was caused by circumstances beyond the control of and without the fault of negligence of the non-performing Party including but not limited to Acts of God, pandemics, earthquakes, floods, war, riots, etc.
- 12) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this MTA shall be effective unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Master Transit Agreement to be executed as of this 4th day of March 2026.

UTAH TRANSIT AUTHORITY

Signed by:  
  
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JAY FOX  
Executive Director

Signed by:  
  
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NICHOL BOURDEAUX  
Chief Planning and Engagement Officer

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MIKE BELL  
Assistant Attorney General  
UTA Counsel

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

Signed by:  
  
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SKYLER BELTRAN, Chair

ATTEST:  
AARON R. DAVIDSON  
Utah County Clerk

Signed by:  
  
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Deputy Clerk



APPROVED AS TO FORM AND  
LEGALITY: JEFFREY S. GRAY  
Utah County Attorney

Signed by:  
  
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Deputy Utah County Attorney

**ATTACHMENT 1: SERVICE ORDER 1**

**SERVICE ORDER NO. 1 UNDER THE  
MASTER TRANSIT AGREEMENT**

**UTA ON DEMAND – NORTHERN UTAH COUNTY SERVICE AREA  
APRIL 1, 2026**

THIS FIRST SERVICE ORDER TO THE MASTER TRANSIT AGREEMENT (“Service Order 1”) is by and between Utah County (“County”) and Utah Transit Authority (“UTA”). Collectively, these entities are sometimes referred to in this Agreement as the (“Parties”).

WHEREAS, the first service will be an Innovative Mobility Zone (IMZ) for Northern Utah County;

WHEREAS, Utah County is willing to reimburse UTA for the cost of providing first and last mile transit service for the western portion of Utah County known as Innovative Mobility Zone as depicted in Exhibit B.

WHEREAS, Utah County has funding available through the county option sales and use tax authorized under Utah Code 59-12-2220, commonly referred to as the fifth 1/5 sales tax, to support this service.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF SERVICE ORDER** As a first action the Parties agree to collaborate for the provision of first and last mile transit services in the geographic area of Western Utah County as noted on the attached map in Exhibit B. UTA shall be solely responsible for managing the contract with its commercial third-party service providers The County shall reimburse UTA

for Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the service as noted herein. The parties agree to the following Scope of Services. Upon mutual agreement, the Parties may agree to subsequent modifications during the term of this Agreement.

- a. COVERAGE AREA: The zone covers approximately 77.2 square miles in Northern Utah County, Utah, as shown in Exhibit B.
- b. SERVICE DAYS/HOURS: The zone operating hours shall be Monday through Saturday, from 6:00 a.m. to 9:00 p.m.
- c. MODE OF SERVICE: UTA On Demand.
- d. SPECIAL PROVISIONS:
  - i) Distance Limitations: UTA reserves the right to implement distance caps to regulate travel mileage per trip. Such limitations are intended to optimize service efficiency based on parameters established at UTA's sole discretion. The initial distance cap for this zone is set at 6 miles, with an exception for trips originating from or terminating at a FrontRunner station.
  - ii) Service Routing and Brokerage: UTA may, at its sole discretion and according to its established operational parameters, direct specific ride requests to third-party brokered Transportation Network Companies (TNCs).

2. TERM AND DURATION. This Service Order is effective as of April 1, 2026 (the "Effective Date"). The performance of services shall commence on August 16, 2026 (the "Launch Date"), or such other date as the Parties may mutually establish in writing. This Service Order shall extend for a total duration of 60 months unless terminated earlier as described in the MTA. The Parties acknowledge that this Service Order will span two separate vendor service orders

issued under an existing and a follow-on contract. The service provided should, however, be seamless.

3. PRICING: The amount specified in Exhibit A.
4. CONSIDERATION. The County will reimburse UTA for MSP Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the services provided with the first service order for Northern Utah County On Demand transit service. The parties will evaluate the KPIs for the service annually and determine if service changes or additional service is needed.
  - a. MSP Operational Expenses shall include all costs directly associated with the following activities and as provided by the vendor which generally include, but are not limited to:
    - Startup Costs,
    - Service Delivery and Operations,
    - Driver Pay,
    - Vehicle Rental Costs,
    - Performance Monitoring and Reporting,
    - Technology Fees & Dedicated IT Operations,
    - Customer Service Support. The vendor customer service costs shall be included in the vendor Operational Expenses. UTA customer service costs shall be included as part of the UTA Operations Support fee. Specific activities shall be undertaken by both UTA and the vendor at UTA's direction.
    - Project Management and Operations Support, and
    - Other Directly Related Operating Costs as developed by the Parties and contained within the Scope of Services,

Reimbursement by the County for vendor Operational Expenses shall be based on actual expenses incurred by the vendor and include a UTA Operations Support fee of 5% above the vendor-invoiced amounts (see Exhibit C for a list of UTA's Operations Support Activities).

b. Fueling and Charging Expenses shall include all costs directly associated with the following activities which include:

- Fuel charges incurred by UTA or vendor.
- Electric vehicle charges incurred by UTA or vendor, if applicable.

Reimbursements by the County for Fueling and Charging Expenses shall be limited to actual expenses incurred by UTA or the vendor and include a UTA Operations Support fee of 5% above the actual expense.

5. OPTIONAL INCREMENTAL EXPENSES. Incremental Expenses shall include all costs directly associated with the following activities which generally include, but are not limited to:

- Marketing and Promotions. Limited to a maximum of \$20,000 per year.
- Other Directly Related Costs as determined by UTA and County.

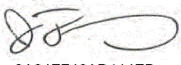
Reimbursements by the County for Incremental Expenses shall be limited to actual expenses incurred by UTA or the vendor in support of the County's Scope of Services under authorized Service Orders.


- a. The County shall only reimburse UTA for Incremental Expenses that it has approved, and such expenses will not include an additional UTA Operations Support fee.
- b. **MARKETING & PROMOTION.** UTA shall manage marketing and promotion activities in collaboration with the County. Specific activities shall be undertaken by both UTA and the vendor at UTA's direction. The County is also free to undertake its own marketing activities at its own expense after coordination with UTA. UTA and the County will develop a marketing plan for the service. UTA and the MSP marketing and promotion expenses incurred in partnership with the County shall be reimbursed by the County.

- 6. FARE REVENUE. In addition to the expenses addressed above, UTA shall be entitled to retain all fares collected for services provided to the County.
- 7. All terms and conditions of the Master Transit Agreement shall apply to this Service Order where not otherwise superseded by the terms of the Service Order.

IN WITNESS WHEREOF, the Parties have caused this SERVICE ORDER NO. 1 to be executed as of this 4th day of March 2026.

UTAH TRANSIT AUTHORITY

Signed by:   
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**JAY FOX**  
 Executive Director

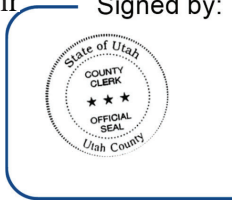
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**NICHOL BOURDEAUX**  
 Chief Planning and Engagement Officer

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**MIKE BELL**  
 Assistant Attorney General  
 UTA Counsel

BOARD OF COUNTY COMMISSIONERS  
 UTAH COUNTY, UTAH


Signed by:   
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**SKYLER BELTRAN**, Chair

ATTEST:  
**AARON R. DAVIDSON**  
 Utah County Clerk



APPROVED AS TO FORM AND  
 LEGALITY: **JEFFREY S. GRAY**  
 Utah County Attorney

Signed by:   
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**JOLYNN CLEGG**  
 Deputy Clerk

Signed by:   
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**JEFFREY S. GRAY**  
 Deputy Utah County Attorney

**EXHIBIT A**  
**Utah County Service Order 1**  
**VENDOR PRICING PER MODE OF SERVICE**

Innovative Mobility Zone (Sponsored By)	Base Cost Est. 2026	Year 1 2026 partial year	Year 2 2027	Year 3* 2028	Year 4* 2029	Year 5* 2030
(UDOT)	\$962,086	\$481,043.06	\$1,058,294.74	\$1,164,124.21	\$1,280,536.63	\$1,408,590.30
(Utah Co)	\$2,886,258	\$1,443,129.19	\$3,174,884.21	\$3,492,372.63	\$3,841,609.90	\$4,225,770.89
<b>Total</b>		<b>\$1,924,172.25</b>	<b>\$4,233,178.95</b>	<b>\$4,656,496.85</b>	<b>\$5,122,146.53</b>	<b>\$5,634,361.18</b>
GL Date		1/14/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
				*Years 3, 4, and 5 are subject to a new vendor contract.		

**The pricing table represents a maximum agreed cost for budgeting purposes. Partner split will be based on trip origins. Partners will only be billed for actual costs. UTA will meet with Utah County and UDOT quarterly to review service quality and performance.**

# EXHIBIT B

## Utah County Service Order 1

Utah County Microtransit

### Overview of Zones

**Two Zones:**

1. Lehi + NE/SE Utah County
2. Eagle Mountain + Saratoga Springs

**Recommendations:**

- Distance cap (~6 mile recommended to allow all riders to connect to transit)
- No adjustments to current TNC overflow logic

**Fleet:** 50% of fleet is WAV

**Service Hours:** Mon - Sat, 6AM - 9PM

[Remix Link](#)

**Utah County IMZ**

The map shows the Utah County IMZ service area in purple. It includes the Lehi FrontRunner Station and the American Fork FrontRunner Station. Surrounding areas like Eagle Mountain, Saratoga Springs, Lehi, Highland, Alpine, Pleasant Grove, and Vineyard are also labeled. Geographic features like Camp Williams Military Reservation, Lone Peak Wilderness, and Mount Timpani Wilderness are marked. A scale bar indicates 2 miles.

- Lehi FrontRunner Station Service Area
- Northern Utah County zone
- FrontRunner Stations

This detailed map shows the Lehi FrontRunner Station Service Area in purple and the Northern Utah County zone in blue. It highlights the Lehi FrontRunner Station and the American Fork FrontRunner Station. A 6-mile distance cap is indicated by a black box. Other locations shown include Eagle Mountain, Saratoga Springs, Lehi, Highland, Alpine, Pleasant Grove, Vineyard, and Orem. A scale bar indicates 2 miles.

© mapbox remix © Mapbox © OpenStreetMap

**EXHIBIT C**  
**Utah County Service Order 1**  
**UTA PLANNED OPERATIONS SUPPORT ACTIVITIES**

**Planning & Engagement and Innovative Mobility Solutions**

- Strategic planning, program development, operations support
- Contract management
- Financial management
- Marketing and communications support
- Service iterations: Service delivery, fare integration, Transit app integration, etc.
- Data gathering, service evaluation and reporting
- Customer surveys and feedback
- Stakeholder communications
- Technology integrations and support
- Community Engagement
- Customer Experience: Wayfinding and signage
- Customer Education: Travel training

**Marketing and Communications**

- Development of marketing and communications strategies
- Content development and production
- Consultant management and support
- Website development and management
- Media and press events
- Stakeholder communications support
- Promotions and public engagement

**Customer Service**

- Customer service calls, support, and service information
- Customer comment investigation and support
- Escalation resolution

**Fares**

- Credit card and debit card fare collections
- Electronic fare collections, app integrations, and support

**Other**

- Accounting: Accounts payable support
- Legal: Contract development and management support
- Finance: Financial management and support
- Purchasing: Procurement and contract support

- Civil Rights: Compliance
- ADA Compliance
- System monitoring
- Safety protocols and safety procedures
- National Transit Database (NTD) reporting
- Federal Transit Administration (FTA) Compliance