

UTA Contract Number: 25-F28279

Education Pass Funding Agreement
(2025 - 2026 school year)

This **FUNDING AGREEMENT (“Agreement”)** is effective on the 1st day of August 2025, 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 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 provide funds to help subsidize transit fares pursuant to an Education Pass Agreement to be entered into between UTA, the Salt Lake School District, and the Salt Lake Education Foundation for the Salt Lake School District for the 2025-2026 school year (the "Education Pass Agreement"); and

WHEREAS, both the Sponsor and UTA recognize the benefits of incentivizing public transit for the Salt Lake School District students, faculty, and employees by 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. The term of this agreement will begin August 1, 2025, and end on July 31, 2026.
2. In order to help subsidize the cost of transit under this Agreement, Sponsor shall pay \$214,209 to UTA (“Funding”). UTA shall use this Funding solely to support a program that reduces the costs of transit passes for Salt Lake City School District students, one guardian of each student, faculty, and employees as set forth in this Agreement. The Funding shall be due in two (2) installments. After executing the Agreement, UTA shall invoice Sponsor for the first installment of \$100,000 no later than August 1, 2025, and the second installment of \$114,209 no later than February 1, 2026.
 - a. 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 invoice.
 - b. UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.
3. This agreement pertains only to the payment of funds by Sponsor to UTA in order to help subsidize the cost of transit passes for Salt Lake School District students, one guardian of each student, faculty, and employees under this Agreement and does not otherwise impact UTA’s operation of its transit system in any respect.

4. All notices shall be directed to the following addresses:

Sponsor: Salt Lake City Corporation
Attention: Julianne Sabula
349 South 200 East, Suite 150
PO Box 145502
Salt Lake City, Utah 84114-5502

UTA: Utah Transit Authority
Attention: Jordan Eves
669 West 200 South
Salt Lake City, Utah 84101

5. Nothing in this Agreement will be interpreted to provide any contractual or other rights to third parties.
6. The parties are 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 or Sponsor 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 or Sponsor, as case may be. 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 UTA's claim of business confidentiality. Sponsor will make reasonable efforts to notify UTA 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.
7. 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.
8. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of August 1, 2025.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: Jay Fox

Title: Executive Director

ADMINISTRATOR

Signed by: *Tammy Hunsaker* Date: 6/30/2025
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Name: Tammy Hunsaker

Title: Director of Community and Neighborhoods

By: _____ Date: _____

Name: Viola Miller

Title: Chief Financial Officer

Attested and Countersigned

By: _____ Date: _____

Name: _____

Title: _____

Approved as to Form

Signed by: *D. James Morgan* Date: 6/30/2025
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Name: D. James Morgan

Title: Legal Counsel for UTA

Approved as to Form

Signed by: *Allison Parks* Date: 6/30/2025
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Name: Allison Parks

Title: Deputy City Attorney