

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as “City”.

RECITALS:

A. UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1ST day of January, 2020, and run through the 31st day of December, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Trolley Service. UTA agrees to provide trolley service (the “Service”) on the route described in Attachment 1. The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue. The trolley route will connect Downtown Ogden City with the Ogden FrontRunner Station at approximately 20 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes. The route shall be called “Ogden Trolley”. Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and Ogden City, with appropriate compliance with UTA’s approved Customer Information Standards guide.

3. Dates of Service. UTA will provide daily Service (Monday through Saturday) beginning Wednesday, January 1, 2020 and continuing through Thursday, December 31, 2020. UTA will provide Service on its Saturday schedule Tuesday February 18 (President’s Day), Monday May 25 (Memorial Day), Saturday July 4 (Independence Day), Friday July 24 (Pioneer Day), Monday September 7 (Labor Day) and Friday, November 27, (Black Friday) 2019. UTA will not provide the Service on Tuesday January 1 (New Year’s Day), Thursday November 26, (Thanksgiving Day) and Friday December 25 (Christmas Day) 2020.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City agrees to pay UTA the sum of seventy-two thousand three hundred and twenty-eight dollars (\$72,328) to provide the Service. UTA shall invoice the City for the Service in one instalment of seventy-two thousand three hundred and twenty-eight dollars (\$72,328) in November 2020. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

8. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Ogden City
ATTN:

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

14. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OGDEN CITY

UTAH TRANSIT AUTHORITY

Mark Johnson Date: Mar 2, 2020
City Manager

DocuSigned by:
D. Eddy Cumins
By: D453D7B9F73D44C... Date: _____
D. Eddy Cumins
Chief Operating Officer

Attest:
Lee Ann Peterson
City Recorder Mar 3, 2020

DocuSigned by:
Andres Colman
By: 73879E2C5BD04CB... Date: _____
Andres Colman
Regional General Manager

Approved As To Form:

Approved As To Form:

Mark Stratford
Mark Stratford (Mar 2, 2020)
Ogden City Attorney Mar 2, 2020

DocuSigned by:
Mike Bell
361F16F8387D4A9...
UTA Compliance Officer



ATTACHMENT 1 TO SERVICE AGREEMENT



