

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a 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, 2019, and run through the 31st day of December, 2019. 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. Shuttle Service. UTA agrees to provide free shuttle service (the "Service") on the route described in Attachment 1. The shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the shuttle route in the same way it publishes information on other UTA routes.

3. Dates of Service. In addition to the regular Monday – Saturday 8:00 AM to 8:00 PM service, UTA will provide additional late night service to match the Lagoon operating calendar. Late night service will operate until midnight. Route 470 will continue to operate Sunday service as well when Lagoon is open on Sundays, and provide service to the Pioneer Village Campground entrance. UTA will also provide extended late night service during the Thursday and Friday of UEA weekend in October 2019. UTA will provide Service on its Saturday schedule on Monday February 18, (President's Day), Monday May 27, (Memorial Day), Thursday July 4, (Independence Day), Wednesday July 24, (Pioneer Day), Monday September 2 (Labor Day), and Friday November 29, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

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 and UTA share in the operating cost of providing the service. UTA assumes seventy-five (75%) percent and the City pays twenty-five (25%) of the operating cost. Twenty-five (25%) of the operating cost for the service in calendar year 2019 is seventy thousand six hundred and thirty dollars (\$70,630). The City agrees to pay UTA the sum of seventy thousand six hundred and thirty dollars (\$70,630) to provide the Service. Payment shall be made in two (2) equal payments: thirty-five thousand three hundred and fifteen dollars (\$35,315) to be paid on or before May 31, 2019 and thirty-five thousand three hundred and fifteen

dollars (\$35,315) to be paid on or before October 31, 2019. 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. 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.

8. 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.

9. 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.

10. 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.

11. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, 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:
Dave Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

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.

12. 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.

13. 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.

14. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the

Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

15. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

16. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

17. 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.

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

UTAH TRANSIT AUTHORITY

By: [Signature] Date: 11/26/18
D. Eddy Cumins
Vice President of Operations, Capital, & Assets

By: [Signature] Date: 11/27/18
Andres Colman
Regional General Manager

ATTEST:

[Signature] Date: 11/13/18 [Signature] Date: 11/13/18
FARMINGTON CITY CORPORATION

Approved As To Form:

[Signature]
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT

