

**INDEPENDENT CONTRACTOR
AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this 9th day of June, 2026 by and between (*Utah Transit Authority*), (hereafter “UTA”), and Tonya Crook, *an* independent contractor (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, UTA is in need of specialized Data Analysis services in support of UTA’s electronic fare collection system 3.1 deploy, and

WHEREAS, Contractor is experienced and qualified and in a position to provide such specialized services to UTA; and

WHEREAS, agreement has been reached for Contractor to be retained by UTA as an independent contractor under the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

Services to be Performed by the Contractor. UTA hereby retains Contractor to furnish data analysis services and Contractor will, to the best of its ability and in a professional manner perform the specialized Data Analysis (“Services”) subject to the terms and conditions herein and Contractor’s work scope attached hereto as Exhibit A.

2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement through a 6-month period.
3. Compensation and Fees. As consideration for the Data Analysis Services, Contractor shall be compensated in the following manner:
 - A. UTA agrees to pay Contractor for Services rendered for the hourly rate of \$55.00 per hour for the satisfactory performance of the detailed work as described in Exhibit A.
 - B. UTA shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto. UTA reserves the right to review and approve all cost items.
 - C. Any change in Contractor's fee schedule shall be submitted to UTA, in advance in writing, for UTA's review and if approved shall be included as an amendment to this Agreement signed by both parties.
 - D. Contractor shall submit to UTA's Contract Manager for approval, a detailed invoice of the services performed, including the name of UTA’s representative who requested the services and the appropriate job charge, the dates and total number of days or hours worked, and the costs

related thereto, including any other expenses as agreed to in advance in writing by the parties hereto. Within thirty (30) days after receipt of Contractor's invoice UTA shall approve and pay the same or notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

4. Equipment, Tools, Materials, or Supplies. All equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor. With the exception of her UTA laptop which she shall be entitled to retain through the term of this Agreement. In addition, she shall be entitled to UTA IT support for her laptop.
5. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
 - A. This Agreement may be terminated by UTA, with or without cause, upon UTA's providing thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty-day period after any notice of intent to terminate without cause has been given. After termination pursuant to this Paragraph, an appropriate adjustment shall be made to the payment provided under Paragraph 3 to account for the percentage of work not performed as of the date of termination.
 - B. This Agreement may be terminated by UTA in the event that UTA gives notice to the Contractor of the Contractor's default of a material term or condition of this Agreement, including the incorporated "Exhibit A" and the Contractor fails to cure such default within ten (10) days after receiving written notice of such default from UTA.
 - C. The Contractor may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, by providing written notice to UTA. In addition, the Contractor may terminate this Agreement if the Contractor determines that UTA has failed to comply with any material term or condition of this Agreement, including the incorporated "Exhibit A." In the case of noncompliance, UTA shall have ten (10) days after receiving written notice to cure the issue. If UTA does not cure within that period, the Contractor may terminate the Agreement immediately.
6. The Contractor an Independent Contractor. The parties agree that the Contractor, in carrying out of its duties hereunder, is an independent contractor and that neither the Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.
7. Indemnification. The Contractor and UTA each hereby agree to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said later party may sustain, directly or indirectly, as the result of: (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any

provision contained in this Agreement.

8. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. Any contract changes or modifications shall be made by negotiations between Contractor and UTA. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price, a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.
9. Rights of Data. Contractor agrees that all files, notes, documents, data, specifications, correspondence, memoranda, drawings, test reports, and other material prepared by or furnished to Contractor in connection with Contractor's work hereunder shall be and remain the property of UTA and shall, if requested by UTA, be surrendered by Contractor to UTA at the time of the termination of this Agreement.
10. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants, and warrants to strictly comply with all applicable federal, state, and local laws, regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
11. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.
12. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
13. Waiver. No term of this Agreement shall be considered waived, and no breach excused by either party unless such waiver is made in writing. No consent, waiver, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver, or excuse.
14. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of UTA. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by UTA.
15. How Notices Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

COMPANY: Utah Transit Authority
ATTN: Contract Administrator
669 West 200 South
Salt Lake City, UT 84101
Phone: (801) 287-2321

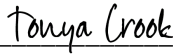
CONTRACTOR: Tonya Crook

- 16. Contract Manager. UTA's Contract Manager for this Agreement shall be Tiffany Conners, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Monica Howe, or designee.
- 17. Contract Administration. UTA's Contract Administrator for this Agreement is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Pat Postell, or designee.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

TONYA CROOK

UTAH TRANSIST AUTHORITY

Signed by: 5/19/2026

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 Authorized Signature

 Authorized Signature


Tonya Crook

 Printed Name

 Authorized Signature

Sr Fare Revenue Analyst

 Title

DocuSigned by:

5/20/2026
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 Mike Bell
 UTA Legal Counsel

EXHIBIT “A” SCOPE OF SERVICES

Virtual Training Support:

- The Contractor shall provide virtual training support for fares staff aimed at facilitating additional training or answering questions on the Fare Revenue Analyst job responsibilities

Data Analysis Services:

- The Contractor shall prepare and adjust data migration files for the electronic fare collection system 3.1 deploy, convert current SSRS reports to the new data tables, provide acceptance testing support, write ad-hoc SQL/SSRS/Excel queries for KPI metrics, and fulfill data requests for fare data

System Documentation:

- The Contractor shall update SOPs and user guides

The Contractor will operate independently, manage their own work methods, and coordinate with designated fares staff for access, information, and approvals. Deliverables will be provided according to mutually agreed timelines.

EXHIBIT "B" PRICING

Contractor will be paid the hourly rate of \$55.00 with a total contract not-to-exceed amount of \$24,999.00.