

FARMINGTON CITY TROLLEY SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2024, 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:

Whereas 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

Whereas 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 have an effective start date of January 1, 2024, and run through December 31, 2024.
- 2) **Trolley Service.**
 - a) UTA agrees to provide trolley service (the "Service") on the route as described on the rideuta.com public website. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes.
 - b) 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.
 - c) The route shall be called "Lagoon/Station Park Shuttle". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and the City, with appropriate compliance with UTA's approved Customer Information Standards guide.
 - d) UTA will provide daily Service (Monday through Saturday) beginning January 1, 2024, and continuing through December 31, 2024. UTA will provide service as posted on the rideuta.com public website.
- 3) **Payment for Service.** UTA shall invoice the City for the Service in one instalment of \$94,980, ninety-four thousand, nine hundred and eighty, on November 1, 2024. 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.
- 4) **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.

- 5) 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.
- 6) 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.
- 7) Default. If 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.
- 8) 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.
- 9) 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.
- 10) 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:

Administrator		Utah Transit Authority
Attn:		Camille Glenn
Address		669 West 200 South
Address 2		Salt Lake City, Utah 84101
City, State, Zip		CGlenn@rideuta.com
Email		(801)626-1200
Phone		

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.

Signature Block Found on Following Page

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

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

CITY

By:  _____ Date: 2-6-24

Name: Brett Anderson

Title: Mayor

By: _____ Date: _____

Name: _____

Title: _____

Approved as to Form:

By:  _____ Date: 2/8/2024
DocuSigned by: 70E33A415BA44F6...

Name: 2/8/2024

Title: _____