

## FUNDING MEMORADUM OF AGREEMENT

This Funding Memorandum of Agreement (“MOA”) is entered into between Salt Lake County (“County”), and Utah Transit Authority (“UTA”), a public transit district organized under the laws of the State of Utah (collectively the “Parties”).

1. **AUTHORITY.** UTA is authorized under Utah Code § 17B-1-103 to “enter into a contract . . . to carry out the district's purposes,” which include supporting the availability of public transit within the public transit district.
2. **PURPOSE.** The purpose of this MOA is to document an agreement between County and UTA for transfer of funding from UTA to County in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) for use by County to provide for public transit service through Big and Little Cottonwood Canyons. As a condition to receiving the funds, the County hereby agrees to enter into an agreement with Visit Salt Lake to ensure that the funds are used directly in support of a certain canyon transportation program managed by Visit Salt Lake.
3. **PAYMENT.** Funding in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) is to be provided in a single payment by UTA to County concurrently with mutual execution of this Agreement.
4. **HOLD HARMLESS.** County agrees to hold UTA harmless for any claims related to the public transit service procured by County with the UTA funding provided under this Agreement.
5. **UTA FACILITIES.** This funding agreement shall not be deemed to authorize use of UTA bus stops or other UTA owned or controlled transit related facilities by Visit Salt Lake or by any service provider procured by the Visit Salt Lake with funds transferred under this Agreement.
6. **NO ADDITIONAL COMMITMENTS OR PROMISES.** Receipt of the aforementioned payment by the representative of the County satisfies all commitments made by UTA

to assist County in providing additional public transit resources which are over-and-above UTA scheduled transit services during the 2023-2024 ski season.

7. **ADMINISTRATION AND TERM OF MOA.** The MOA automatically terminates once the funds in the amount of \$320,000 have been received by County from UTA. Notwithstanding the foregoing, Paragraph 4 (Hold Harmless) expires at the end of the 2023-2024 Ski Season or April 15, 2024, whichever comes last.

Executed by each Party’s duly authorized representatives whose signatures appear below and effective as of the date of last signature below:

**UTAH TRANSIT AUTHORITY**

**SALT LAKE COUNTY**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Department Approval:

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Approved:

Reviewed as to Form:

DocuSigned by:  
*Mike Bell* \_\_\_\_\_  
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UTA Legal  
Date: 11/14/2023 \_\_\_\_\_

\_\_\_\_\_  
Adam Miller  
Deputy District Attorney  
Date: \_\_\_\_\_