



**OGDEN CITY  
CONTRACT APPROVAL CHECKLIST**

<b>Contract Type:</b>	<b>Agreement - General</b>
<b>Contract Title:</b>	<b>OGDEN CITY TROLLEY SERVICE</b>
<b>AGREEMENT</b>	
<b>Contract Amount:</b>	<b>86,750.00</b>
<b>Period of Performance:</b>	<b>1/1/2024 - 12/31/2024</b>
<b>Contract ID:</b>	<b>5060</b>
<b>Munis Contract ID:</b>	
<b>Vendor/Customer:</b>	<b>UTAH TRANSIT AUTHORITY</b>
<b>Contracting Manager:</b>	<b>Leesa Brinkerhoff</b>
<b>Department:</b>	<b>PS - Administration</b>

**APPROVALS:****DATE APPROVED:**

<b>Comptroller:</b>	<b>3/5/2024</b>
<b>Fiscal Operations:</b>	<b>3/4/2024</b>
<b>City Attorney:</b>	<b>3/6/2024</b>
<b>(Katie Ellis)</b>	
<b>Division Manager:</b>	
<b>Department Director:</b>	<b>3/6/2024</b>
<b>CAO Review:</b>	<b>3/6/2024</b>



MAB

**Bid/Procurement Method Used:** Sole Source Justification - over \$1K

**SS Exceptions for General Contracts:** The supplies or services are available from a single source or bidding procedures are otherwise deemed unlikely to produce a competitive bid. §4-2A-5.A.2

**SS Exceptions for Professional Services:**

**Sole Source Justification:** The Trolley services are only available from UTA hence competitive bidding is not applicable.

## OGDEN 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 Ogden City, 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 has an effective start date of January 1, 2024, and shall 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 forgone farebox revenue.
  - c) The route shall be called "Ogden Trolley". 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 \$86,750, eighty-six thousand, seven hundred and fifty, 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: \_\_\_\_\_


Approved as to Form:

DocuSigned by:  
By: Mike Bell Date 3/7/2024

Name: Mike Bell

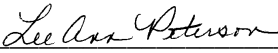
Title: Utah Assistant Attorney General

**CITY**

By:  Date: Mar 6, 2024

Name: Mara Brown

Title: CAO

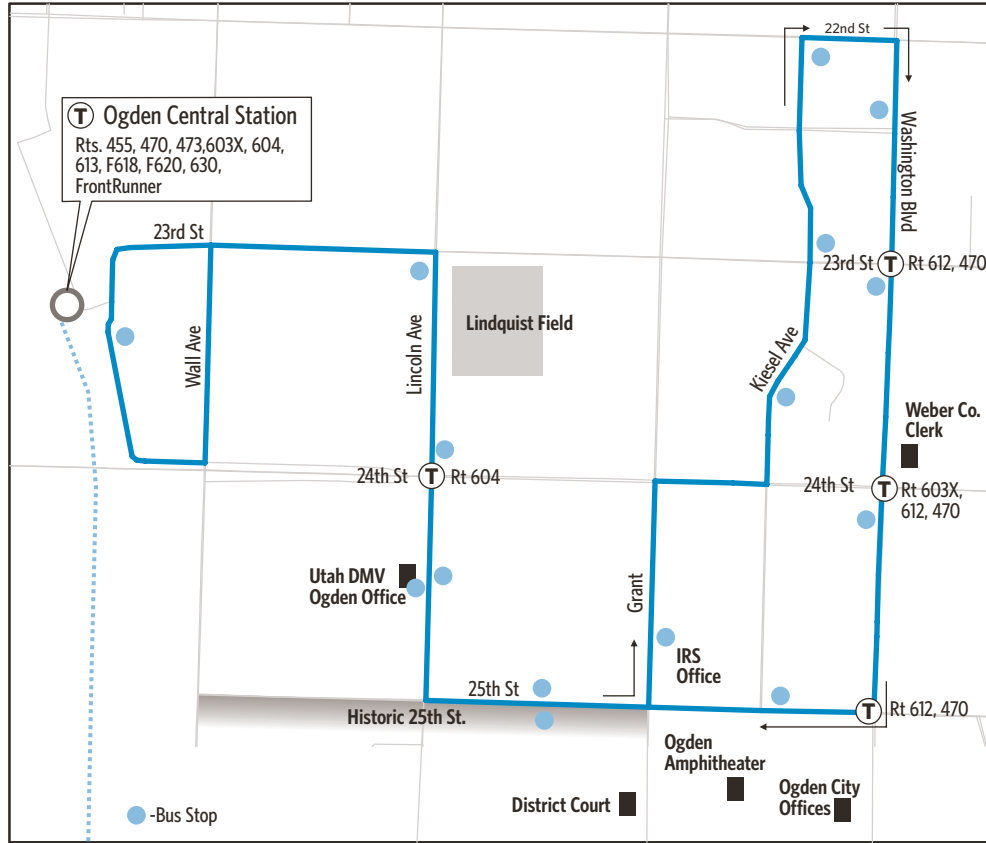
By:  Date: Mar 6, 2024

Name: Lee Ann Peterson

Title: Chief Deputy Recorder



## Route 601 Ogden Trolley



For Information Call 801-RIDE-UTA (801-743-3882)  
outside Salt Lake County 888-RIDE-UTA (888-743-3882)  
www.rideuta.com

# 601

## Ogden Trolley Free Fare Route



### HOW TO USE THIS SCHEDULE

Determine your timepoint based on when you want to leave or when you want to arrive. Read across for your destination and down for your time and direction of travel. A route map is provided to help you relate to the timepoints shown. Weekday, Saturday & Sunday schedules differ from one another.

### UTA SERVICE DIRECTORY

- General Information, Schedules, Trip Planning and Customer Feedback: 801-RIDE-UTA (801-743-3882)
- Outside Salt Lake County call 888-RIDE-UTA (888-743-3882)
- For 24 hour automated service for next bus available use option 1. Have stop number and 3 digit route number (use 0 or 00 if number is not 3 digits).
- Pass By Mail Information 801-287-2204
- For Employment information please visit <http://www.rideuta.com/careers/>
- Travel Training 801-287-2275

### LOST AND FOUND

Weber/South Davis: 801-626-1207 option 3  
Utah County: 801-227-8923  
Salt Lake County: 801-287-4664

### FARES

Exact Fare is required. Fares are subject to change.

### ACCESSIBLE SERVICE

Wheelchair accessible buses are available on all routes. Alternate format schedules are available upon request. Telephone communication for deaf/hearing impaired persons is available by dialing 711.

### TRANSFERS

Upon payment of a fare, a transfer is good for travel in any direction, including return trip, for two (2) hours until the time cut. The value of a transfer towards a fare on a more expensive service is the regular cash fare.

### BIKES ON BUSES

The Bikes on Buses service is available on all buses, except Paratransit.

### HOLIDAYS

Please check rideuta.com for holiday service information.

Downtown Ogden  
Ogden Junction  
Ogden City Hall  
Ogden Amphitheater  
Lindquist Field  
Ogden Central Station



WK SAT Effective August 2023

**WEEKDAYS**  
To Ogdén Station

Ogdén Central Station	Lincoln Ave	24th St & Lincoln Ave	25th St & Grant Ave	23rd St & Washington Blvd	25th & Washington Blvd	24th St & Lincoln Ave	Ogdén Central Station
758a	800a	810a	808a	806a	808a	810a	813a
818	820	822	826	826	828	830	833
838	840	842	846	846	848	850	853
858	900	902	906	906	908	910	913
918	920	922	926	926	928	930	933
938	940	942	946	946	948	950	953
958	1000	1002	1006	1006	1008	1010	1013
1018	1020	1022	1026	1026	1028	1030	1033
1038	1040	1042	1046	1046	1048	1050	1053
1058	1100	1102	1106	1106	1108	1110	1113
1118	1120	1122	1126	1126	1128	1130	1133
1138	1140	1142	1146	1146	1148	1150	1153
1158	1200p	1202p	1206p	1206p	1208p	1210p	1213p
1218p	1220	1222	1226	1226	1228	1230	1233
1238	1240	1242	1246	1246	1248	1250	1253
1258	100	102	106	106	108	110	113
118	120	122	126	126	128	130	133
138	140	142	146	146	148	150	153
158	200	202	206	206	208	210	213
218	220	222	226	226	228	230	233
238	240	242	246	246	248	250	253
258	300	302	306	306	308	310	313
318	320	322	326	326	328	330	333
338	340	342	346	346	348	350	353
358	400	402	406	406	408	410	413
418	420	422	426	426	428	430	433
438	440	442	446	446	448	450	453
458	500	502	506	506	508	510	513
518	520	522	526	526	528	530	533
538	540	542	546	546	548	550	553
558	600	602	606	606	608	610	613
618	620	622	626	626	628	630	633
638	640	642	646	646	648	650	653
658	700	702	706	706	708	710	713
718	720	722	726	726	728	730	733
738	740	742	746	746	748	750	753
758	800	802	806	806	808	810	813
818	820	822	826	826	828	830	833
838	840	842	846	846	848	850	853
858	900	902	906	906	908	910	913
918	920	922	926	926	928	930	933
938	940	942	946	946	948	950	953
958	1000	1002	1006	1006	1008	1010	1013
1018	1020	1022	1026	1026	1028	1030	1033
1038	1040	1042	1046	1046	1048	1050	1053

**SATURDAY**  
To Ogdén Station

Ogdén Central Station	Lincoln Ave	24th St & Lincoln Ave	25th St & Grant Ave	23rd St & Washington Blvd	25th & Washington Blvd	24th St & Lincoln Ave	Ogdén Central Station
758a	800a	802a	802a	806a	808a	810a	813a
818	820	822	822	826	828	830	833
838	840	842	842	846	848	850	853
858	900	902	902	906	908	910	913
918	920	922	922	926	928	930	933
938	940	942	942	946	948	950	953
958	1000	1002	1002	1006	1008	1010	1013
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1038	1040	1042	1042	1046	1048	1050	1053
1058	1100	1102	1102	1106	1108	1110	1113
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1218p	1220	1222	1222	1226	1228	1230	1233
1238	1240	1242	1242	1246	1248	1250	1253
1258	100	102	102	106	108	110	113
118	120	122	122	126	128	130	133
138	140	142	142	146	148	150	153
158	200	202	202	206	208	210	213
218	220	222	222	226	228	230	233
238	240	242	242	246	248	250	253
258	300	302	302	306	308	310	313
318	320	322	322	326	328	330	333
338	340	342	342	346	348	350	353
358	400	402	402	406	408	410	413
418	420	422	422	426	428	430	433
438	440	442	442	446	448	450	453
458	500	502	502	506	508	510	513
518	520	522	522	526	528	530	533
538	540	542	542	546	548	550	553
558	600	602	602	606	608	610	613
618	620	622	622	626	628	630	633
638	640	642	642	646	648	650	653
658	700	702	702	706	708	710	713
718	720	722	722	726	728	730	733
738	740	742	742	746	748	750	753
758	800	802	802	806	808	810	813
818	820	822	822	826	828	830	833
838	840	842	842	846	848	850	853
858	900	902	902	906	908	910	913
918	920	922	922	926	928	930	933
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958	1000	1002	1002	1006	1008	1010	1013
1018	1020	1022	1022	1026	1028	1030	1033
1038	1040	1042	1042	1046	1048	1050	1053

Timepoints are approximate and may vary due to road and traffic conditions

**SEE SOMETHING?  
SAY SOMETHING!**

To contact UTA police:  
Call: 801-287-EYES (801-287-3937)  
Or Text UTATIP and your tip to 274637



**INTERPRETER**



801-RIDE-UTA  
call (801-743-3882)  
Toll-Free (888-743-3882)

Intérprete 口譯 thông dịch viên  
해석자 tumač переводчик  
インタプリタ Dolmetscher 通譯

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WITH transit®**



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and Google Play.










# OGDEN CITY TROLLEY SERVICE AGREEMENT

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Kathryn Wulfe (kathrynw@ogdencity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQBZ46fpiaaZNO31_2EMvwEGdY3fFdN_P

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-  Document created by Kathryn Wulfe (kathrynw@ogdencity.com)  
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-  Document emailed to marab@ogdencity.com for signature  
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-  Email viewed by marab@ogdencity.com  
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-  Signer marab@ogdencity.com entered name at signing as Mara Brown  
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-  Document e-signed by Mara Brown (marab@ogdencity.com)  
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