

RECORDED

MAY 20 2020

CITY RECORDER

Salt Lake City Contract No. 16-3-20-2351

**ECO TRIP REWARDS TRIP BASED AGREEMENT
Salt Lake City Corporation**

This ECO Trip Rewards Trip Based Agreement (the "Agreement") is made this 1st day of July, 2020, between (a) the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and (b) Salt Lake City Corporation, a municipal corporation, whose address is 451 South State Room 115, Salt Lake City, Utah 84111 (or the "Administrator").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations; and

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit "A" Pass Program Configuration Form. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. Term. The Term of this Agreement shall begin July 1, 2020 and terminate June 30, 2021 (the "Term").
3. Authorized Users. Administrator's authorized users include all persons employed by Administrator ("Authorized Users"). Administrator's Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders ("Cardholders") for purposes of this Agreement.
4. Form of Pass. The type of Passes selected by Administrator shall be reflected on Exhibit "A2a."

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
PO. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

- a. Electronic Fare Card Media. Each "Pass" is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
- b. UTA-Printed Passes. "UTA Printed Passes" shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card's UID or card face number using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit "D"; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.
- c. Administrator-Printed Passes. "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. Pass Recognized as Transit Fare.

- a. So long as this Agreement has not been terminated in accordance with Paragraph 22, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
- b. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
- c. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
- d. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit D.
- e. UTA services are public transit services UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.

- f. Each Pass is valid from the date of issuance or activation by the Administrator through June 30, 2021. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
6. Payments by Administrator to UTA. On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit "B" Base One-way Fare Schedule, which shall be discounted based on the total numbers of 2019 boardings by Cardholders, as identified in Exhibit "C" Discount Matrix. The discount shall be determined from the prior (12) months of Administrator's ECO Pass boardings.
7. Calculation of Fares. The payment of Fares shall be calculated as follows:
 - a. The number of Trips for each month is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit "D." The applicable Base One-Way Fare will be applied to each Trip (See Exhibit "B" for the current Base One-Way Fare schedule).
 - b. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA's transit services by Cardholders.
 - c. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA's sole discretion.
 - d. The Base One-Way Fare Schedule rates are the rates posted on UTA's website www.rideuta.com and defined in Exhibit "B" and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One- Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One- Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. Application of Fuel Surcharge. The Fuel Surcharge Matrix in Exhibit "B" assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q'19 calendar quarter (July 1, 2019 – September 30, 2019) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2019. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit "B." UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.
9. Invoices.

- a. UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
 - b. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
 - c. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the properly stated invoice.
 - d. Administrator agrees to make payments under this Agreement as set forth in the Form of Payment in Exhibit "A."
10. Disputed Invoices. Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.
11. Pre-Authorization. As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. Handling of Electronic Fare Cards/Passes. Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during

regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

13. Confiscation of Passes/Unauthorized Use Of Passes. UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
14. Return of Passes. Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. Issuance of Passes. Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. Restrictions on Administrator's Charges To Employees. Although Administrator may implement a charge to Cardholders to offset the cost incurred by Administrator for the Passes, in no event shall Administrator's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of passes to cardholders, Administrator shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Administrator associated with this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.
17. Non-Transferable. Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. Delivery of UTA-Printed Passes. The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. Guaranteed Ride Home in Case of a Bona Fide Emergency. In order to accommodate the

Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of a Bona Fide Emergency. UTA agrees that, in the event of such Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or site of the emergency within the boundaries of the public transit district. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in other UTA sponsored transportation. An Administrator's Authorized User shall be eligible for up to six (6) guaranteed rides home in any calendar year. UTA's total obligation under this paragraph shall not exceed 100 rides per year.

- a. For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trip will not permit the Authorized User to reasonably meet such needs. Salt Lake City Corporation shall provide a statement signed by someone at the Director level attesting to the bona fide nature of the emergency based on the criteria described above within 30 days after the ride is provided. If such a signed statement is not received within the required time period, UTA shall bill Salt Lake City Corporation for the cost of the additional transportation provided and Salt Lake City Corporation shall reimburse UTA for such service.
 - b. For purposes of this Agreement the term "Immediate Family Member" means a spouse, significant other, child, step child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.
20. Security Terms. Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.
21. Reconciliation. Administrator shall cooperate with and permit UTA to examine (upon

reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis. UTA shall not maintain any personally identifiable information of Administrator's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.

22. Termination of Agreement. UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 21, if requested by UTA.
23. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
24. Non-Discrimination. Administrator is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. 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, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
25. 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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
26. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
27. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
28. Indemnification. The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by

the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

- 29. Authority. The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
- 30. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
- 31. Governing Law. 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.
- 32. Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown below.

If To:

Administrator:	<u>Salt Lake City Corporation</u>	Utah Transit Authority:
Name:	<u>Carolyn Campbell</u>	Kensey Kunkel
Address:	<u>Box 145464</u>	669 West 200 South
	<u>Salt Lake City, Utah 84114-5464</u>	Salt Lake City, Utah 84101
Phone:	<u>801-535-6663</u>	801-741-8806
Email:	<u>Carolyn.Campbell@slcgov.com</u>	kkunkel@rideuta.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the 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.

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PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: Jodi Langford Date: 05/19/2020
Jodi Langford (May 19, 2020 13:24 MDT)

DocuSigned by:
By: Carolyn Gonot Date: 6/15/2020
Carolyn Gonot (June 15, 2020 10:00:10 AM MDT)
Executive Director

Name: Jodi Langford

Title: Acting Human Resource Director

DocuSigned by:
By: Robert K. Biles Date: 6/3/2020
Robert K. Biles (June 3, 2020 11:42:22 AM MDT)
Chief Financial Officer

**RECORDED
MAY 20 2020**



Attest and Countersign:

Approved as to Form:

By: Ace Ace Robinson
Deputy City Recorder

DocuSigned by:
By: Mike Bell Date: 6/4/2020
Michael Bell (June 4, 2020 4:46:06 PM MDT)
Assistant Attorney General
Counsel for UTA

Approved as to Form:

By: Jayven Aldroyd Date: 05/19/2020
Jayven Aldroyd (May 19, 2020 13:20 MDT)

Exhibit A
Pass Program Configuration Form
ECO Trip Rewards
(Trip Based Agreement)

A1a. Authorized UTA Services

- Basic: Regular Bus, Bus Rapid Transit, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City-SLC Connect
- Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 “Initial Pass Quantity” below.
- Administrator-Printed Passes

A2b. Initial Pass Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	

A3. Administrator Personnel

See Exhibit E for a list of authorized persons.

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit E (“List of Authorized Persons”). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

A4. Form of Payment

- Checks
- ACH
- Wire Transfer

Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.

ACH/WIRE instructions are available upon request

Exhibit B
Base One-Way Fare Schedule
Eco Trip Rewards
(Trip Based Agreement)

Base One-Way Fare Schedule and Authorized UTA Services Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$10.30	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

Fuel Surcharge Fee Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City- SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

Exhibit C
Discount Matrix
ECO Trip Rewards
(Trip Based Agreement)

A discount shall be given based on number of boarding's annualized from the previous 12 months of usage. The discount rates are outlined below:

	Annual Boarding's Last Year	Discount %
Tier 1	2 million +	25%
Tier 2	1 million – 1,999,999	20%
Tier 3	500,000 – 999,999	15%
Tier 4	100,000 – 499,999	10%
Tier 5	10,000 - - 99,999	5%
Tier 6	<10,000	0%

Total annualized boardings for Salt Lake City Corporation are 67,918 which qualifies for a Tier 5 discount of 5% to be applied to Administrator's monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.

Exhibit D
Cardholder Rules

I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:

- a. "Administrator" shall mean the Issuing Institution.
- b. "Issuing Institution" shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
- c. "Distance Based Services" shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
- d. "Pass" shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services.)
- e. "Tap-On" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
- f. "Tap-Off" shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.

II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes ("Cardholders")**

- a. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
- b. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA's Ordinances.
- c. Cardholder must provide valid photo identification upon request.
- d. A Pass is not transferrable if the words "not transferable" are printed on the Pass.
- e. Cardholders must comply with UTA's Rider Rules.
- f. Cardholders must comply with UTA's Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services. Possession of a Pass does not guarantee boarding.

Cardholder's use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

EXHIBIT E
List of Authorized Persons

Effective July 1, 2020, the List of Authorized Persons will be as follows:

First and Last Name	Title	Email Address
Carolyn Campbell	Program Manager- Employee Benefits	Carolyn.Campbell@slcgov.com
Trent Steele	Benefits Analyst	Trent.Steele@slcgov.com