

FOURTH AMENDMENT TO MICROTRANSIT COOPERATIVE AGREEMENT

UTA Contract No. 21-P00119-4

SLC Contract No. _____

THIS FOURTH AMENDMENT TO THE MICROTRANSIT COOPERATIVE AGREEMENT (“Fourth Amendment”) by and between Salt Lake City Corporation, a Utah municipal corporation (“City”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”) is made effective as of the date the City Recorder attests the applicable City signature (the “Effective Date”).

WHEREAS the City and UTA (“the Parties”) made and entered into a MICROTRANSIT COOPERATIVE AGREEMENT FOR OPERATION OF SALT LAKE CITY’S TRIPS TO TRANSIT MICROTRANIST SERVICE (“MCA”) recorded with the City Recorder on February 4, 2022; and

WHEREAS the term of the MCA was initially 12 months from February 4, 2022, with the possibility of 4 additional year-by-year extensions based on the mutual agreement of the Parties; and

WHEREAS, the Parties extended the MCA from February 4, 2023, to December 31, 2023, pursuant to that certain First Amendment to the Microtransit Cooperative Agreement (“First Amendment”) dated as of December 13, 2022, and recorded with the City Recorder on January 11, 2023; and

WHEREAS, pursuant to that certain Second Amendment to the Microtransit Cooperative Agreement (“Second Amendment”) dated as of December 21, 2023, the Parties extended the MCA from January 1, 2024, until December 31, 2024 (the “2024 Calendar Year”), as well as set the Total Not-to-Exceed pricing at \$3.0 million for the 2024 Calendar Year; and

WHEREAS, pursuant to that Third Amendment to the Microtransit Cooperative Agreement (“Third Amendment”) the Parties extended the MCA from January 1, 2025, until December 31, 2025 (the “2025 Calendar Year”) on the terms and conditions contained in the MCA, as well as set the Total Not-to-Exceed pricing at \$3.3 million for the 2025 Calendar Year;

WHEREAS, the Parties further desire to extend the MCA from January 1, 2026, until December 31, 2026 (the “2026 Calendar Year”) on the terms and conditions contained in

the MCA as well as the Total Not-to-Exceed pricing at \$3,364,615 for the 2026 calendar year.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the MCA is hereby extended for the fourth year-by-year extension, as permitted by the MCA, for an additional period of time from January 1, 2026 - December 31, 2026.
2. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing shall be increased by \$64,615 from the previous amount of \$3.3 million, for a Total Not-to-Exceed amount of \$3,364,615, as more specifically calculated in the Salt Lake City Microtransit 2026 Deployment Budget below, which shall cover the period beginning on January 1, 2026 and extending through December 31, 2026. All other payment provisions contained in Paragraph 4 and Exhibit A of the MCA shall be applicable to this extension period. Notwithstanding the foregoing, all financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

SLC MICROTRANSIT 2026 DEPLOYMENT BUDGET

12 Month Deployment Budget	Proposed 2026 Agreement
a. MSP Operational Expenses	\$3,041,280
b. UTA Operations Support	\$152,064
c. Fuel and Charging Expenses	\$78,000
Total Estimated 12 Month Deployment Budget	\$3,271,344
d. City's Project Contingency	\$93,271
Total Not-to-Exceed	\$3,364,615

3. The Parties understand and agree that the City budget cycle runs on a July 1 through June 30 Fiscal Year schedule, and as such, the Parties understand and agree that the City's financial commitment for the period from January 1, 2026, through December 31, 2026, remains subject to City Council's appropriation of funds pursuant to the 2026-2027 Fiscal Year budget approval process. City anticipates appropriating the required amount of funds to fulfill the 2026 Calendar Year Total Not-to-Exceed amount.

4. All other terms and conditions of the MCA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed as of the Effective Date.

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

Nichol Bourdeaux
Chief Planning and Engagement Officer

Hal Johnson
Innovative Mobility Solutions Director

Recommending: Shaina Quinn
Program Manager

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Mike Bell

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Mike Bell
Assistant Attorney General
UTA Counsel

SALT LAKE CITY CORPORATION

Signed by:

Tammy Hunsaker

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Tammy Hunsaker
Director of Community and Neighborhoods

ATTEST AND COUNTERSIGN:
CITY RECORDER

APPROVED AS TO FORM:
Allison Parks
Deputy City Attorney

Signed by:

Allison Parks

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