

**Interlocal Cooperation Agreement**  
Free Fare February

This **INTERLOCAL COOPERATION AGREEMENT** is effective on the 1st day of February 2022, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SALT LAKE COUNTY** ("Sponsor").

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front; and

WHEREAS Sponsor is a body corporate and politic and desires to subsidize transit fares for the UTA system for the month of February; and

WHEREAS both the Sponsor and UTA are "public entities" as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 to -608 (the "Interlocal Act"), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

WHEREAS both the Sponsor and UTA recognize the benefits of public transit for the community for reducing congestion and improving the quality of air and the environment.

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

**TERMS AND CONDITIONS**

1. The term of this agreement will begin on the date stated above and will terminate on February 28, 2022.
2. In order to facilitate free fares on UTA's public transit system for the month of February, Sponsor agrees to pay UTA an amount not to exceed \$100,000 for a portion of the forgone fare revenue which is projected to have been received for the month of February 2022.
3. UTA and Sponsor agree that the payment may take the form of cash or grant funds transferred to UTA.
4. UTA agrees to provide free fares on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services.
5. On or before March 31, 2022, UTA shall perform an analysis of the actual amount owned by the Sponsor based on the number of sponsorships obtained and the amount of each sponsorship. A summary of this analysis shall be available to Sponsor upon request. UTA shall invoice sponsor for the actual amount owed which shall not exceed the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced within 30 days receipt

of invoice, however, if the funds are not readily available (e.g., grant funding), Sponsor and UTA shall reach mutual agreement on a date for the transfer of funds. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of invoice or other mutually agreed upon payment date.

6. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA's operation of its transit system in any respect.
7. 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 agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
8. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:
  - a. The Parties do not, nor intend to, create an interlocal entity or a joint or cooperative undertaking by this Agreement. To the extent this Agreement requires administration other than as set forth herein, the Executive Director of UTA and the Director of Sponsor's Office of Regional Development are hereby designated as the joint administrative board for all purposes of the Interlocal Act.
  - b. There will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any service to be provided hereunder. To the extent that a party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
  - c. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

**UTAH TRANSIT AUTHORITY**

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

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

**UTA Legal Counsel**

**Attest and Countersign**

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6.....

\_\_\_\_\_

**SALT LAKE COUNTY**

\_\_\_\_\_  
Mayor or Designee  
Date: \_\_\_\_\_

Recommended for Approval:

By: \_\_\_\_\_  
Department Director

Date: \_\_\_\_\_

Approved as to Form:

By: *[Signature]*  
Deputy District Attorney

Date: *23 February 2012*