

SECOND AMENDMENT TO MICROTRANSIT COOPERATIVE AGREEMENT

UTA Contract No. 21-P00119-2  
SLC Contract No. 06-3-22-3959

THIS SECOND AMENDMENT TO THE MICROTRANSIT COOPERATIVE AGREEMENT (“Second 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 MICROTRANSIT 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, the amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing for the period beginning December 31, 2022 through December 31, 2023 (the “2023 Calendar Year”) was previously set at \$1.9 million pursuant to the First Amendment; and

WHEREAS, the Parties desire to increase the Total Not-to-Exceed pricing for the 2023 Calendar Year to cover increased microtransit service levels provided during that period; and

WHEREAS, the Parties further desire to extend the MCA from January 1, 2024, until December 31, 2024 (the “2024 Calendar Year”) on the terms and conditions contained in the MCA, as well as set the Total Not-to-Exceed pricing for the 2024 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 an additional period of time from January 1, 2024, to December 31, 2024.
2. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing for the 2023 Calendar Year shall be increased by \$642 thousand dollars from the previous amount of \$1.9 million dollars, for a 2023 Calendar Year Total Not-to-Exceed amount of \$2.542 million dollars.

3. The amount specified in Exhibit A of the MCA for the Total Not-to-Exceed pricing shall be set at \$3.0 million dollars, as more specifically calculated in the Salt Lake City Microtransit 2024 Deployment Budget below, which shall cover the period beginning on January 1, 2024 and extending through December 31, 2024. 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.

**SALT LAKE CITY MICROTRANSIT 2024 DEPLOYMENT BUDGET**

<b>12 Month Deployment Budget</b>	
a. MSP Operational Expenses	\$2,645,955
b. Fuel and Charging Expenses	\$65,250
c. UTA Operations Support	\$135,560
d. Marketing and Communications	\$50,000
<b>Total Estimated 12 Month Deployment Budget</b>	\$2,896,765
e. City's Project Contingency	\$103,235
<b>Total Not-to-Exceed</b>	\$3,000,000

4. 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 July 1, 2024 through December 31, 2024 remains subject to City Council's appropriation of funds pursuant to the 2024-2025 Fiscal Year budget approval process. City anticipates appropriating the required amount of funds to fulfill the 2024 Calendar Year Total Not-to-Exceed amount.
5. All other terms and conditions of the MCA and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second 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  
Acting Director, Innovative Mobility Solutions

Recommending: Shaina Quinn  
Program Manager

DocuSigned by: *Mike Bell* 11/13/2023

*70E33A415BA44F6...*  
Mike Bell  
Assistant Attorney General  
UTA Counsel

SALT LAKE CITY CORPORATION

DocuSigned by: *Blake Thomas* 11/13/2023

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Blake Thomas  
Director of Community and Neighborhoods

CITY RECORDER

ATTEST AND COUNTERSIGN:  
Minutes and Records Clerk

APPROVED AS TO FORM:

DocuSigned by: *Sara Montoya* 11/13/2023

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Sara Montoya  
Senior City Attorney