

FUNDING MEMORADUM OF AGREEMENT

This Funding Memorandum of Agreement (“MOA” or “Agreement”) is entered into between Salt Lake County (“County”), and Utah Transit Authority (“UTA”), a public transit district organized under the laws of the State of Utah (collectively the “Parties”).

- 1. AUTHORITY.** UTA is authorized under Utah Code § 17B-1-103 to “enter into a contract . . . to carry out the district's purposes,” which include supporting the availability of public transit within the public transit district.
- 2. PURPOSE.** The purpose of this MOA is to document an agreement between County and UTA for transfer of funding from UTA to County in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) for use by Visit Salt Lake for a program to provide for public transit service through Big and Little Cottonwood Canyons. The County is partnering with Visit Salt Lake (and others) on a certain transportation program (“Program”) managed by Visit Salt Lake regarding same. As a condition to receiving the funds, the County hereby agrees to enter into an agreement with Visit Salt Lake to ensure that the funds are used directly in support of the Program.
- 3. PAYMENT.** Funding in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) is to be provided in a single payment by UTA to County concurrently with mutual execution of this Agreement.
- 4. HOLD HARMLESS.** County agrees to hold UTA harmless for any claims related to the public transit service procured by Visit Salt Lake with UTA funding provided under this Agreement except for any claims that arise from Visit Salt Lake’s use of UTA facilities—including bus stops or other UTA owned or controlled transit related facilities—which uses are permitted under a separate agreement between UTA and Visit Salt Lake (the “Use Agreement”).
- 5. UTA FACILITIES.** The Parties anticipate that UTA and Visit Salt Lake shall enter into the Use Agreement to authorize use of UTA bus stops or other UTA owned or controlled transit related facilities by Visit Salt Lake or by any service provider procured by the Visit Salt Lake

with funds transferred under this Agreement. It is mutually understood that this MOA does not itself authorize any such uses.

6. NO ADDITIONAL COMMITMENTS OR PROMISES. Receipt of the aforementioned payment by the representative of the County satisfies all commitments made by UTA to assist County in providing additional public transit resources which are over-and-above UTA scheduled transit services during the 2023-2024 ski season.

7. ADMINISTRATION AND TERM OF MOA. The MOA automatically terminates once the funds in the amount of \$320,000 have been received by County from UTA. Notwithstanding the foregoing, Paragraph 4 (Hold Harmless) expires at the end of the 2023-2024 Ski Season or April 15, 2024, whichever comes last.

Executed by each Party's duly authorized representatives whose signatures appear below and effective as of the date of last signature below:

UTAH TRANSIT AUTHORITY

SALT LAKE COUNTY

Name:
Title:
Date: _____

Name:
Title:
Date: _____

Department Approval:

Name:
Title:
Date: _____

Name:
Title:
Date: _____

Approved:

Reviewed as to Form:

Michael Bell
UTA Legal
Date: _____

Adam Miller
Deputy District Attorney
Date: _____

