

HUMAN SERVICE FARE PROGRAM AGREEMENT

This Human Service Fare Program Agreement (“Agreement”) is entered into on this _____ day of _____, 2022 (“Effective Date”), by and between _____, a body corporate and politic of the State of Utah providing service to the low income population located along the Wasatch Front, whose address is _____ (“Sponsor”) and Utah Transit Authority, a large public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA are hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor and UTA desire to promote and facilitate the use of public transit by low income individuals; and

WHEREAS Sponsor desires to purchase and UTA desires to sell discounted transit passes for use by the low income population which it serves; and

WHEREAS the parties desire to establish a Program whereby Sponsor is authorized to purchase discounted transit passes for use by the low income individuals within the transit district (“Program”).

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreements, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION I: DEFINITIONS

1.1 The term “**Authorized Users**” means individuals that Sponsor has determined to be eligible for participation in this Human Service Fare Program. The determination of eligibility shall be performed by the Sponsor and based on the Sponsor’s eligibility guidelines.

1.2 The term “**Cardholder**” means **Authorized Users** who have been issued a Pass in accordance with this Agreement.

1.3 The term “**Discounted Purchase Price**” means the purchase price of the Passes in accordance with the terms of this Agreement, exclusive of any fuel surcharge fees that may be imposed by UTA or that may be due and owing.

1.4 The term “**Effective Date**” shall mean July 1, 2021, unless the parties agree otherwise above.

1.5 The term “**Local Transit**” means regular fixed bus, bus rapid transit, Streetcar light rail, microtransit, and TRAX operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and or TRAX/Streetcar stations. UTA services not included in the term Local Transit are ski service, Express bus, route deviation trips, Park City Connect, FrontRunner

and special service including ADA Paratransit.

1.6 The term “**Low Income Individual**” means an individual receiving services provided by Sponsor and whose annual household income is at or below one-hundred and fifty percent (150%) of the U.S. Department of Health and Human Services poverty guidelines found in Exhibit A.

1.7 The term “**Pass**” means an electronic fare card issued in compliance with this Agreement that is electronically enabled and authorized to be used for UTA transit services.

1.8 The term “**Premium Transit**” means Express bus and Frontrunner in addition to Local Transit service as stated above in 1.5. UTA services not included in the term Premium Transit are ski service, route deviation trips, Park City Connect, and special service including ADA Paratransit.

1.9 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

- 1) Human Service Fare Program. The Parties agree to participate in a Human Service Fare Program for Low Income Individuals, whereby Sponsor purchases discounted transit Passes for Authorized Users.
- 2) Discount. Sponsor shall be authorized to purchase from UTA Passes at a discounted rate equal to seventy-five percent (75%) of the standard face value fare charged by the Authority. UTA reserves the right to determine the type of fare products eligible for the discount under this Agreement.
- 3) Payment. Sponsor agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Sponsor agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice. Invoices that remain unpaid within sixty (60) days from the date indicated on the invoice will result in the deactivation of all unissued Pass inventory and Sponsor’s participation in the Program will be suspended.
- 4) No Charge to Low Income Individuals. Sponsor agrees to purchase and provide Passes at no cost to Authorized Users. Sponsor is not authorized to issue Passes under any circumstances to anyone who is not an Authorized User under their care. Distribution of Passes to anyone other than Authorized Users constitutes a default of this Agreement causing this Agreement to automatically terminate.
- 5) Eligibility. Sponsor agrees to show proof of eligibility by providing the following documentation: (a) completed UTA application; and (b) copy of 501(c)(3) determination letter issued by the Internal Revenue Service; and (c) articles of incorporation or certificate of incorporation. Governmental entities do not have to provide items (b) and (c).
- 6) Modification of Routes. UTA’s Local and Premium Transit routes are public transit services, which may be modified from time to time as UTA modifies its public routes.
- 7) Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through June 30, 2026.
- 8) Passes:

- a) Electronic Fare Card Media/Form of Passes. Administrator shall issue electronic fare cards embedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. UTA printed electronic fare cards shall be provided to Sponsor.
- b) Issuance of Passes. Sponsor is responsible for the issuance of Passes and is responsible to complete the following upon issuance: (a) confirm the eligibility of the recipient; and (b) print the recipient's name on the card in permanent ink; and (c) record the recipient's name and the card number issued to them.
- c) Passes Recognized as Transit Fare. A Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare provided the Authorized User has "taps on" and "taps off" and receives a green light at designated readers when riding UTA Local Transit Services.
- d) Cardholder Rules. Sponsor acknowledges that it is responsible for ensuring that its Cardholders are made aware of the rules provided to Sponsor with the initial Pass order, including but not limited to the requirement that all Cardholders are required to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances. In addition, Sponsor shall notify Authorized Users that Passes are not transferable and should not be shared with any other person.
- e) Issuing Replacement Passes. Sponsor is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Sponsor must process all Pass replacements on UTA's partner website: www.tap2rideuta.com. UTA printed electronic fare cards shall be provided to Sponsor to be used as replacement Passes.
- f) Deactivating Passes. Sponsor shall deactivate a Pass within three business days if an individual, who was issued a pass, is no longer qualified as an Authorized User. Sponsor must process all card deactivations on UTA's partner website: www.tap2rideuta.com.
- g) Record Keeping. Sponsor is required to maintain the following records for its Authorized Users: (a) the card number of each issued Pass, including replacement Passes; (b) the name of the person issued each Pass; and (c) the card number of each unissued Pass. UTA maintains the right, upon reasonable notice, to request and receive copies of Pass issuance records during the term of this Agreement.
- h) Security Terms. Sponsor agrees to be responsible and accountable for all electronic fare cards delivered to Sponsor by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash.
- i) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Sponsor) from any person who UTA

reasonably believes is not an eligible Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated, altered, or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters, or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and Sponsor had actual knowledge of such action; (b) Sponsor falsely certified to UTA, the name of person that is not an Authorized User; or (c) the unauthorized use resulted from Sponsor's acts, omissions, or misconduct. UTA shall have the right to confiscate any Pass if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given by the Sponsor or its authorized representatives to non-eligible persons. UTA will deactivate a Pass that is confiscated, and Sponsor will receive no credit for these Passes.

- j) Non-Transferrable. Each Pass is not transferable to any other Cardholder, member of the Cardholder's household, or any other person.
- 9) Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. If UTA terminates the Agreement prior to the end of the term of this Agreement, UTA shall refund to the Sponsor the remaining value of each unused, returned Pass.
- 10) Other Interests. No person not a party to this Agreement (other than affiliated or sister companies of Sponsor) shall have any rights or entitlement of any nature under it.
- 11) 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 agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
- 12) Costs and Attorney's Fees. If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 13) Notices. All notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.
- 14) Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or Limited Liability Company to execute this Agreement.

- 15) Privacy. UTA does not maintain any personally identifiable information of Sponsor's Authorized Users. As such, UTA shall not disclose any personally identifiable information to any third parties, except as required by law.
- 16) General Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents, and in the case of Sponsor, its Authorized Users, to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. UTA is subject to the provisions of the Utah Governmental Immunity Act and does not waive any legal defenses or benefits available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 17) Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
- 18) Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 19) Successors and Assigns. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 20) Amendments. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 21) 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.
- 22) 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.
- 23) Force Majeure. In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupts transit service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its Authorized Users and passengers, and the protection of its transit vehicle.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR: _____

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Monica Morton
Fares Director

Name: _____

By: _____ Date: _____

Kensey Kunkel
Manager Business Development and Sales

Title: _____

Approved as to Form:

Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit A

Poverty Guidelines per U.S. Department of Health and Human Services

2022 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	Poverty guideline
For families/households with more than 8 persons, add \$4,720 for each additional person.	
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630