Docusign Envelope ID: EA1FFF5F-CB8D-8829-83F2-CE4B2C13D772

UTA Contract Number: 26-F28374

PASS PROGRAM AGREEMENT
Davis Technical College

This Pass Program Agreement ("Agreement") is made effective 1st day of August, 2026 (the "Effective Date") by and between, **DAVIS TECHNICAL COLLEGE**, whose address is 550 East 300 South, Kaysville, Utah 84037 (hereafter referred to as the "Administrator") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah; and

WHEREAS, Administrator is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district; and

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations; and

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B," and "C" attached hereto and made a part of this Agreement by this reference.

DEFINITIONS

1.1. The term **"Authorized Services"** means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Ski-bus or Paratransit services.

1.2. The term **"Authorized User"** means all students enrolled at Administrator's school and all faculty and staff employed by Administrator.

1.3. The term **"Cardholder"** means Administrator's Authorized Users who have been issued a pass in accordance with section 2.2 of this Agreement.

1.4. The term **"Pass"** means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through July 31, 2027.

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2.2 PASSES. Administrator shall issue a Pass for use on UTA's transportation services in the form of a unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting.

2.3 PASS RECOGNIZED AS TRANSIT FARE. For the term of this agreement, 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 when the Authorized User has tapped.

2.4 NON-TRANSFERRABLE. A Pass is not transferable. However, Administrator may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Cardholder. Administrator will deactivate a lost, stolen or replaced Pass using the UTA partners website, www.tap2rideuta.com.

2.5 ISSUING PASSES. Administrator shall be solely responsible for issuing a Pass to an Authorized User.

2.6 PAYMENT FOR PASSES. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA monthly. Payment is calculated using the base one-way fare for each trip per the service type authorized in Exhibit "B" for each trip during the preceding month, which shall be discounted by twenty-five (25.0%) based on Administrator's commitment to transit. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.

2.7 CALCULATION OF FARES. Payment of fares shall be calculated as follows:

a. The number of trips for each month is determined by UTA's Electronic Fare Collection system. The applicable base one-way fare will be applied to each trip, see Exhibit "B."

b. UTA reserves the right to charge a fare based on a two-month trailing average of trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.

c. The base-one way fare rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The base-one way fare rate will be charged at the rate in effect at the time of the Trip.

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2.8 INVOICES. UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the amount of applicable discount. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on undisputed balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. If Customer wishes to dispute a balance due it must provide notice prior to the invoice due date or it waives its objection. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

2.9 CARDHOLDER RULES. Administrator acknowledges that it is responsible for ensuring that its Authorized Users are made aware of the rules provided to Administrator 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, Administrator shall notify Authorized Users that Passes are not transferable and should not be shared with any other person.

2.10 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

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2.16 GUARANTEED RIDE HOME. To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride using Uber, Lyft or in a taxicab. An Administrator's Authorized User shall be entitled to five (5) guaranteed rides home in any calendar year. UTA Customer Service (888-743-3882) will make ride arrangements.

a. For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

b. For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, stepchild of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least sixty (60) days prior to the termination date.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated, and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA may request to perform a non-intrusive inspection of Pass issuance records no more than once every 3 years using an inspection manner and method which is satisfactory to both Parties.

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Administrator's consent shall not unreasonably be withheld. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.20 RECONCILIATION. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement if requested by UTA.

MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain 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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

3.3 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.

3.4 NOTICES. All legal 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 below 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. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

	If to Administrator	If to UTA
Administrator:	Davis Technical College	Utah Transit Authority
ATTN:	Samantha Cusenza	ATTN: Jordan Eves
Address:	550 East 300 South	3600 South 700 West
Address 2:		
City, State, Zip	Kaysville, UT 84037	Salt Lake City, UT 84119
Email:	samantha.cusenza@davistech.edu	jeves@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties

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are duly authorized by his or her respective party to execute this Agreement.

3.6 **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101) as applicable to a religious organization.

3.7 **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non- defaulting party under this Agreement may terminate this Agreement. If Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.9 **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.

3.10 **INDEMINFICATION.** 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 or employees 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. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.11 **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.

3.12 **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.

3.13 **NO PUBLICITY.** Neither party may use the other party's name, likeness, trademark, service mark, logo, or other identifying information, except as provided herein. UTA will not include Administrator, affiliates, or Salt Lake City Corporation in public customer lists,

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or otherwise imply their endorsement or relationship, in any form whether orally, online or in print, except with prior written authorization from Administrator for a specific referral instance, which authorization may be withheld or revoked at any time at Administrator's sole discretion. Notwithstanding the above, the Parties acknowledge UTA's obligation to comply with the Utah Government Records Access Management Act (GRAMA) as it pertains to UTA's customer records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY	**ADMINISTRATOR**
By: _____ Date: _____	By: Davis Technical College Date: 5/29/26
Name: _____	Name: Samantha Cusenza
Title: _____	Title: AVP of Student Success Samantha Cusenza
By: _____ Date: _____	
Name: _____	
Title: _____	

Approved as to Form

By: Signed by: D. James Morgan B720C03671B4489... Date: 6/11/2026

Name: D. James Morgan

Title: Assistant Attorney General

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EXHIBIT A
Pass Program Configuration

A1. Form of Passes

- ☐ UTA-Printed Passes
- ☐ Administrator-Printed Passes

A2. Administrator Personnel

UTA will be contacting the following Authorized User(s) to set up logins for UTA web interface purposes. List of Authorized Users who need access for card replacements and card lookups:

First & Last Name	Title	Email Address
Brittney Maynard	Director Student Services	brittney.maynard@davistech.edu

A3. Form of Payment

- ☐ Checks
  Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101
- ☐ ACH information available upon request
- ☐ Wire information available upon request

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EXHIBIT B

Base One-Way Fare Schedule and Authorized UTA Services

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Ski Service
Base One-Way Fare *(Applicable to each trip)*	$2.50	$2.50	$2.50	$2.50 - $9.70	$5.50	$5.00

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
$2.50	$0.60	$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. See UTA's website www.rideuta.com for additional information.

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EXHIBIT C

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

Administrator must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate, and replace cards.

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge.

Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available, go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary, it will not exceed $3.00 per card which may be passed onto the cardholder.

RETURN OF UNUSED CARDS

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

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CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are

assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Administrator is responsible for ensuring that cardholders are made aware of UTA's

requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.