

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE AUTHORITY'S 2026 ECO PASS CONTRACTS  
INCLUDING THE ECO PASS FARE STRUCTURE**

R2025-11-02

November 12, 2025

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act ("the Act").

WHEREAS, the Act Empowers the Board of Trustees ("Board") of the Authority to approve contracts pertaining to reduced fares charged to riders of the Authority's transit services; and

WHEREAS, the Board of the Authority previously adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Act and Policy also empower the Board of the Authority to approve discounted fares for transit services, including those for the Authority's Eco Pass program; and

WHEREAS, on November 8, 2023, the Board of the Authority approved the contract form and Eco Pass fare structure for the years 2024 and 2025 in Resolution R2023-11-01, and

WHEREAS, the Board of the Authority desires to continue contracting with Eco Pass partners using the current contract form and fare structure for the Eco Pass Program for one additional year through 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the form of the 2026 Eco Pass Contract including the Eco Pass reduced fare structure is hereby approved in substantially the same form as attached as Exhibit A (Eco Pass Standard Agreement).
2. That any Eco Pass Agreement substantially following the form of agreement contained in Exhibit A of the resolution shall be considered to have been approved by the Board.
3. That any Eco Pass agreement that does not substantially follow the form of the agreement and fare structure contained in Exhibit A, or contains terms which differ materially from the form of agreement contained in Exhibit A of the resolution shall be brought to the Board of Trustees for approval, regardless of dollar value.
4. That this Resolution is to remain in effect through December 2026.

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5. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 12th day of November 2025.

DocuSigned by:  
  
36E38485ACBE4D0...  
\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

DocuSigned by:  
  
9D8A6B67F3AA450...  
\_\_\_\_\_  
Secretary of the Authority



(Corporate Seal)

Approved As To Form:

Signed by:  
  
0F6F048DE4724A2...  
\_\_\_\_\_  
Legal Counsel

Exhibit A  
(2026 Eco Pass Standard Agreement)

**ECO PASS AGREEMENT**  
2026

This Eco Pass Agreement (“Agreement”) is made effective the 1st day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between, \_\_\_\_\_, the (“Administrator”) and **UTAH TRANSIT AUTHORITY** (“UTA”), a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101.

**RECITALS**

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

WHEREAS, Administrator is an entity that hires employees who work within geographic area served by UTA;

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;

WHEREAS, UTA has implemented an “ECO Pass Program” or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA’s ECO Pass program 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 Exhibit “A” – Pass Program Account Setup and Exhibit “B” – Pass Program Guidelines and Rules, attached hereto and made a part hereof 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 Administrator’s employees who have been issued a Pass in compliance with this Agreement.
- 1.3. 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.
- 1.4. The term “**Qualified Employee**” means (a) an employee who is employed on a full-time,

part-time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

## **TERMS AND CONDITIONS**

- 2.1. TERM.** This Agreement shall be in effect from Effective Date through December 31, 2026
- 2.2. FORM OF PASSES.** Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided or approved by UTA.
- 2.3. NON-TRANSFERRABLE.** A Pass is not transferable.
- 2.4. MINIMUM NUMBER OF PASSES.**
- 2.4.1. **Annual Preferred Passes.** An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each Qualified Employee. An Administrator must have one-hundred (100) or more Qualified Employees to participate in this program.
  - 2.4.2. **Annual Select Passes.** An Administrator that purchases Annual Select Passes shall purchase a minimum of thirty (30) Annual Select Passes.
  - 2.4.3. **Monthly Passes.** An Administrator that purchases Monthly Passes shall purchase a minimum of ten (10) Monthly Passes.
  - 2.4.4. **Daily Passes.** An Administrator that purchases Daily Passes shall purchase at least \$500 worth of Daily Passes each month.
  - 2.4.5. **Paratransit Passes.** If Administrator provides subsidized Passes to Authorized Users, Administrator agrees to purchase similarly subsidized paratransit passes for travel to and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.
- 2.5. ISSUING PASSES.** Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.
- 2.6. ACTIVATING PASSES.**
- 2.6.1. **Annual and Daily Passes.** Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the

parties prior to the expiration of the Passes.

2.6.2. **Monthly Passes.** UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1<sup>st</sup> day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25<sup>th</sup> of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month, but UTA will not prorate the monthly charge for late activations.

2.7. **PAYMENT FOR PASSES.** Administrator shall pay the amount stated on Exhibit “A” for Passes provided by UTA under this Agreement. 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 the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1. **Annual Passes.** UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2. **Monthly Passes.** UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month or a minimum of ten (10) Passes, whichever is greater. Payment is due by the 15<sup>th</sup> day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3. **Daily Passes.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$500.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8. **PURCHASE OF ADDITIONAL PASSES.** Administrator may purchase additional Passes by making a request through <https://ecopass.rideuta.com>. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9. **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](http://www.tap2rideuta.com).

- 2.10. COST OF REPLACEMENT PASSES TO ADMINISTRATOR.** UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.
- 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.
- 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 in a taxicab. An Administrator's Authorized User

shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.16.1 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.

2.16.2 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 thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

**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 maintains the right, upon reasonable notice, to always inspect Pass issuance records during regular business hours during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

## 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:
Sponsor:		
ATTN:		Jordan Eves
Address:		669 West 200 South
Address 2:		
City, State, Zip:		Salt Lake City, UT 84101
Email:		<a href="mailto:jeves@rideuta.com">jeves@rideuta.com</a>

**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 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).

**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 INDEMINIFICATION.** 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.

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

**ADMINISTRATOR**

**UTAH TRANSIT AUTHORITY**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
Pass Program Account Setup

**Section 1: Partner Information**

Administrator: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Section 2: Contact Information**

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 3: Designated Transit Coordinator** *(For additional Coordinators please submit names and email addresses to [efcoperations@rideuta.com](mailto:efcoperations@rideuta.com))*

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 4: Billing Information**

Accounts

Payable Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)		
ACH <input type="checkbox"/>	Wire <input type="checkbox"/>	Check <input type="checkbox"/>

\*ACH/WIRE Instructions are available upon request



## **Exhibit B**

### **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](mailto: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 that recipients understand how to use cards as fare media in accordance with UTA’s rules for electronic fare collection: tap when boarding and exiting a bus; tap when entering and exiting a TRAX platform; tap when entering and exiting a FrontRunner; do not share the card with another rider.
- 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](http://www.tap2rideuta.com) and click on reports. If you need data not provided on the partner website email [passprograms@rideuta.com](mailto: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.

### **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](http://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.