

**2023-2024 SKI BUS SERVICE AND  
PASS DISTRIBUTION AGREEMENT**

This Ski Bus Service and Pass Distribution Agreement ("Agreement") is effective on the last date of signature below ("Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as "County".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the County.

B. The County desires that UTA provide ski bus service to Snowbasin Ski Resort ("Snowbasin") and is willing to help defray the costs of such service; and

C. The County and UTA desire to make transit passes available to encourage individuals to ride the ski bus service.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. This Agreement shall be effective from Effective Date through March 29, 2024.
2. Ski Bus Service. UTA agrees to operate ski bus service between the Layton FrontRunner Station, located at 150 South Main St., Layton, Utah, to Snowbasin (hereafter, the "Service"). The route, schedule, stop locations, park and ride lot(s), and other characteristics of the Service are defined in the Operating Plan attached hereto as Exhibit A. UTA shall provide the Service for 107 days (73 regular non peak days and 34 peak days) beginning on December 9, 2023, and ending on March 24, 2024. The County acknowledges that weather conditions, road closures, and other issues outside of UTA's control may result in UTA modifying the route and schedule set forth in the Operating Plan.
3. Cost and Payment of Service. The Service described is based upon the per-day direct operating cost of approximately \$747.00 for each regular day and \$915.00 for each peak day of service to Snowbasin. The County agrees to pay UTA the sum of eighty-five thousand, six hundred and forty-one dollars (\$85,641.00) to provide the Service. Parties may mutually agree to extend dates of service at the above daily rate dependent on peak or non-peak days up to April change day. The County shall pay UTA the amount owed on or before January 31<sup>st</sup> of each contract year. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the Service. In the event that the Parties jointly

determine that additional service is warranted, then additional service days can be scheduled on a per-day basis with the level, amount, timing and payment for the additional service to be memorialized in a separate written agreement as set forth in Paragraph 7.

4. Fares. UTA shall charge passengers using the Service its standard ski bus fare of \$5.00 for each one-way trip. This fare is subject to any system-wide fuel surcharge imposed by UTA. UTA will process transfers from its other transit services as provided for by its standard fare policies, which are located at [www.rideuta.com](http://www.rideuta.com).

5. EFC Transit Passes.

A. EFC Passes. UTA agrees to make electronic fare card transit passes (“EFC Passes”) available to Snowbasin Employees and Season Pass Holders for use on the Service. UTA agrees to accept EFC Passes as fare on UTA’s ski buses for each EFC Pass holder who taps-on and taps-off pursuant to UTA’s Electronic Fare Collection Enforcement Rules. The Passes will be considered valid fare on the Service as well as connecting bus service. The Passes will not be valid on any other UTA service, including, but not limited to, regular bus routes, express bus routes, paratransit, flex routes, Park City Connect, FrontRunner, TRAX, and any other service. Passes are not transferrable. Use of UTA’s transportation system is subject to the rules, regulations and ordinances promulgated by UTA at its sole discretion. UTA may implement additional rules or procedures related to the redemption and use of the EFC Passes as reasonably necessary.

B. Distribution of Passes. UTA agrees to provide up to five hundred (500) EFC Passes to the County for distribution to Snowbasin’s employees and season pass holders. The cost of the EFC Passes is included in the contracted amount set forth in Paragraph 3. The County shall provide UTA with the names of each employee and season pass holder issued an EFC Pass as well as the corresponding EFC Pass number. The County represents and warrants that it has notified Snowbasin that EFC Passes may only be issued to and used by Snowbasin’s employees and season pass holders and that Snowbasin is prohibited from charging more than \$10.00 for each EFC Pass. In the event Snowbasin or its representatives distribute EFC Passes to anyone other than its employees and season pass holders, UTA may revoke and confiscate the EFC Passes and unauthorized individuals using an EFC Pass may also be subject to civil citations and criminal penalties.

6. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event this Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service. UTA shall refund the County the amount owed no later than 30 days after termination of this Agreement.

7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

8. Indemnification. Both the County and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA or the County of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by

contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Non-discrimination. The parties agree that they 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.

13. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts, or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

14. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

15. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Governing Law and Venue. 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. If either party brings against the other party any proceeding arising out of this Agreement, -then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

17. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the County:

Davis County  
ATTN: Kent Andersen  
61 S. Main St, Suite 304  
P.O. Box 618  
Farmington, Utah 84025

If to UTA:

Utah Transit Authority  
ATTN: Russ Fox  
669 West 200 South  
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any 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.

18. Project Manager. The UTA Project Manager for this Agreement shall be Mt. Ogden Regional General Manager or designee.

19. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Higgins, or designee.

20. Counterparts: Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the last date of signature below.

**UTAH TRANSIT AUTHORITY**

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

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

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

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

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

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

**DAVIS COUNTY CORPORATION**

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

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

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

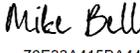
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Name: \_\_\_\_\_

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

Approved as to Form:

DocuSigned by:

By:  Date: 11/16/2023  
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Name: Mike Bell

Title: Utah Assistant Attorney General

## EXHIBIT A

### Davis County Ski Bus Service — Operating Plan

a. Route. The Ski Bus Service will operate along one route from the Layton FrontRunner Station, terminating at Snowbasin Ski Resort, as shown, and depicted on the maps and schedules attached hereto. Buses traveling from the ski resort to the Layton FrontRunner Station will travel the same route, in the reverse direction. The routing is depicted on Exhibit B hereto.

b. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Layton FrontRunner Station
- Layton Hills Mall
- Layton Hotel District
- Antelope Drive and Highway 89 Park and Ride Lot
- South Weber Park and Ride Lot
- Mtn Green, Old Highway Rd and State Road 167 (Trappers Loop).
- Snowbasin Ski Resort

The stops are shown on Exhibit B hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Layton FrontRunner Station
- Layton Hills Mall
- Antelope Drive and Highway 89 Park and Ride Lot
- South Weber Park and Ride Lot

d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

## EXHIBIT B

The routes and service times for Route 677 will be consistent with public information as shared on rideuta.com

### Layton Ski Service Route 677 to Snowbasin Resort

