

Board of Davis County Commissioners

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Economic Development
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with Utah Transit Authority (UTA) for Snowbasin Ski Bus Pass Program Replacing Contract #2025-1216

Financial Information:

- Type: Payable
- Amount: \$49,213.00

Terms:

- Beginning Date: 12/17/2025
- Ending Date: 04/11/2026

Additional Financial Terms:

- GL Account Number: 2215435-540274
- Davis County Match: N/A
- Note: **This item was previously approved on 11/18/2025, but the start date listed in the agreement was changed at the request of UTA to December 17 instead of November 12.**
- Details: The ski bus service provides free fares to employees and season pass holders of Snowbasin for the 2025-2026 season (through April 11). Layton City and Snowbasin are equal financial partners and will have separate reimbursement agreements with the County. They will contribute \$16,404.00 each, resulting in the County's final contribution of \$16,405.00, paid for using "4th Quarter" transportation sales tax revenues.

Attachments:

1. Davis County UTA Ski Bus Agreement 2025-2026

2025-1243

Submitted by: David Mitchell, Transportation Planner
Requested meeting date: 11/25/2025

UTA Contact Number: 25-F28324

SKI BUS PASS AGREEMENT

Davis County

2025-2026

This Ski Bus Pass Agreement (“Agreement”) is made effective this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **DAVIS COUNTY**, ("Administrator").

RECITALS

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, and is authorized by State law to enter contracts; and

WHEREAS Administrator desires to support ski bus service to Snowbasin Ski Resort (“Snowbasin”) and is willing to help with costs; and

WHEREAS Administrator desires to encourage individuals to ride the ski bus service and participate in UTA’s Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term “**Authorized User**” means Snowbasin’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term “**Pass**” means a card issued by Snowbasin to an Authorized User under the terms of this Agreement for use on UTA’s transit system.
- C. The term “**Ski Bus Service**” means seasonal public transit service on routes and schedules determined by the Authority which operate during winter change day.

TERMS AND CONDITIONS

- 1. **TERM.** This Agreement shall begin on the date stated above and end April 11, 2026.
- 2. **PASSES.** Snowbasin shall issue Passes 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.

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.
4. **NON-TRANSFERRABLE.** A Pass is not transferable.
5. **ISSUING PASSES.** Snowbasin shall be solely responsible for issuing a Pass to an Authorized User
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 the sum of forty-nine thousand, two hundred and thirteen dollars (49,213) on or before January 31st of the contract year. 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.
7. **INVOICE.** UTA shall invoice Administrator. 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 balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. 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.
8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** 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 the Administrator. If the Pass is a Snowbasin provided card, UTA will return it to Snowbasin.
9. **SKI BUS SERVICE.** UTA agrees to operate ski bus service on schedules and routes determined by UTA. Details can be found on UTA's website at www.rideuta.com/schedules. UTA reserves the right to adjust the schedule according to its operational needs as determined by UTA in its sole discretion.
10. **TERMINATION OF AGREEMENT.** 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 forty-five (45) days prior to termination date.

- 11. **THIRD PARTY INTERESTS.** No person who is not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 12. **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 agreement or special arrangements contrary to or in addition to the terms and conditions stated herein.
- 13. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
- 14. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. 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.

If to:

Administrator:	Davis County	Utah Transit Authority:
Name:	ATTN: David Mitchell	ATTN: Jordan Eves
Address:	61 S Main Street, Ste 304	669 West 200 South
	Farmington, UT 84101	Salt Lake City, Utah 84101
Phone:	801-451-3276	801-287-4704
Email:	dmitchell@daviscountyutah.gov	jeves@rideuta.com


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.

- 13. **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 employer to execute this Agreement.

14. **NON-DISCRIMINATION.** Administrator 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.
15. **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. In the event that Administrator fails to pay UTA, Administrator shall be liable not only for amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
17. **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.
18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under 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. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
19. **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.
20. **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 undersigned parties have executed this Agreement on the date and year above written.

DAVIS COUNTY

By: 
Lorene Kamalu (Nov 25, 2025 14:35:39 MST)


11/25/2025

Signature _____ Date

Print Name: Lorene Kamalu _____

Print Title: Commission Chair _____

Attest:


Brian McKenzie (Nov 25, 2025 15:13:09 MST)

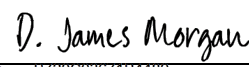
11/25/2025

Signature _____ Date

Print Name: Brian McKenzie _____

Print Title: County Clerk _____

Approved As To Form:
Signed by:


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UTA Legal Counsel
D. James Morgan

11/26/2025

UTAH TRANSIT AUTHORITY

By:

Signature _____ Date

Print Name: _____

Print Title: _____

By:

Signature _____ Date

Print Name: _____

Print Title: _____