

Modification No. 1
to
SPECIAL EVENTS PASS AGREEMENT

This Modification No. 1 to Special Events Pass Agreement (this “**Amendment**”) is entered into as of April 14, 2021 (the “**Amendment Effective Date**”) by and between the University of Utah, a body politic and corporate of the State of Utah (“**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). University and UTA are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and UTA agree as follows:

Purpose: The purpose of this Amendment is to document modifications to that certain Special Events Pass Agreement between the University and UTA entered into as of August 1, 2017 (UTA Contract No.17-2322JH) (the “**Agreement**”), including an extension of the term of the Agreement for one additional year through July 31, 2022.

Background: The term of the Agreement commenced on August 1, 2017 and is due to expire on July 31, 2021. The Agreement allows tickets to an Authorized Special Event to be considered a Special Event Transit Pass accepted as fare under the terms of the Agreement. The Authorized Special Events are identified in the Agreement.

Each year the term of the Agreement runs from August 1st through July 31st (each, a “**Contract Year**”). The Agreement provides that on or before October 31 of each Contract Year, including on October 31, 2020, the University shall pay UTA the amount of \$300,000 (“**Base Price**”).

Due to the global pandemic in 2020, and that is continuing into 2021, University athletic events/games and special events were cancelled, postponed, or closed off to fans attending. To account for the unforeseen circumstances of the pandemic, the billing under the Agreement for the 2020-21 Contract Year was suspended and the fees for the 2020-21 Contract Year were waived by UTA.

The Parties now desire to extend the term of the Agreement for one additional year through July 31, 2022, and to make certain other modifications to the Agreement, with the proviso that should pandemic conditions persist which prevent attendance by spectators at games and events, the Base Price payment for the 2021-22 Contract Year shall be adjusted downward or suspended or waived by mutual agreement of the Parties, all as more specifically provided for below.

Summary and Confirmation of Adjustment: The Parties hereby confirm the suspension of billing and waiver of the Base Price and any other amounts fees payable by the University under the Agreement for the 2020-21 Contract Year, due to the global pandemic.

The Parties also agree that the term of the Agreement is hereby extended for one additional year. This one-year extension will begin on August 1, 2021 and will expire on July 31, 2022. The base price for this one-year extension shall be \$300,000. Subject to the provisions of the next paragraph, the Base Price for the 2021-22 Contract Year is due and payable by University in two

equal installments, the first installment due on or before December 1, 2021 and the second installment due on or before May 1, 2022. In addition to the Authorized Special Events described in the Agreement, these payments will also cover the Red - White Game held on April 17, 2021, Supercross events held on April 24, 2021 and on May 1, 2021, as well as the Garth Brooks Concert taking place on July 17, 2021 (which, for purposes of this Amendment, are deemed Authorized Special Events for the 2021-22 Contract Year even though they are scheduled to occur during the 2020-2021 Contract Year).

If COVID-19 related conditions persist and do not allow for spectators to attend games and events, the Base Price amount of \$300,000.00 for the 2021-22 Contract Year as described in the paragraph immediately above (payable in two equal installments) shall be subject to downward adjustment, suspension, or waiver depending on the number of Authorized Special Events which allow for attendance by spectators and the number of spectators allowed to attend. To effectively monitor and evaluate the status of ridership, University and UTA agree to confer and re-evaluate on two separate occasions during the 2021-22 Contract Year. The first evaluation will occur just prior to November 1, 2021 with the re-evaluated payment due on December 1, 2021. The second evaluation will occur just prior to April 1, 2022 with the re-evaluated payment due on May 1, 2022. Each evaluation will determine the amount fairly owed by the University for the respective time periods and whether the Agreement should be extended and at what cost to the University for academic year 2022-23.

Miscellaneous: All capitalized terms used and not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement. This Amendment shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Amendment may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Amendment delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

UNIVERSITY OF UTAH

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name:

Title:

Title: _____

By: _____ Date: _____

Name:

Title:

Approved as to Form:

DocuSigned by:

Mike Bell

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Michael Bell

Assistant Attorney General
Counsel for UTA