

Salt Lake City Contract No. 06-3-20-2282-1

03/01/2021

AMENDMENT NO. 1

to

Hive Cooperative

Pass Purchase and Administration Agreement

WHEREAS, Salt Lake City Corporation (City) and Utah Transit Authority (UTA) entered into the Hive Cooperative Pass Purchase and Administrative Agreement on July 1, 2020; and

WHEREAS, the Parties now desire to make certain changes to the aforesaid agreement to adjust the prices to be paid for the UTA passes due to UTA increasing the price for all of its Adult Monthly Passes; and

NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. As of the date of this Amendment, Section 9 shall be deleted and replaced with the following:

9. Purchase Price And Payment. UTA agrees to sell and Administrator agrees to purchase Standard Adult Local Monthly Passes from UTA at a twenty percent (20%) discount off the standard price for such Passes as advertised on UTA’s website. Administrator agrees to further discount the Passes an additional thirty percent (30%) and sell UTA’s Passes to Authorized Users at a fifty percent (50%) discount off the cost of the Passes as advertised on UTA’s website. Dollar amounts owed under this Agreement shall be rounded to the nearest \$ 0.50. UTA reserves the right to change the price for its Passes at any time in its sole discretion. UTA shall give Administrator sixty (60) days’ advance written notice of any price increase. The percentage discounts set forth in this Paragraph shall remain in effect regardless of any variation in Pass price.

A. The amount owed to UTA by Administrator for the sale of each Standard Adult Local Monthly Pass shall be \$68.00 per month. Of that \$68.00, Administrator shall pay \$26.00, and each Authorized User shall pay \$42.00, which amount shall be collected by Administrator.

B. On the last Saturday of each month, UTA shall run an Active Card Report. On a monthly basis, UTA shall invoice Administrator \$68.00 for each Local Pass that is active on the last Saturday of the month as established by the Active Card Report. Administrator shall also pay the amount of \$68.00 for each Local Pass to UTA for each Pass that has accrued ten (10) or more Trips during the month even if the Pass does not appear on the Active Card Report. Administrator shall pay the amount invoiced within thirty (30) days of receipt of invoice.

i. Notwithstanding the provisions of paragraph 9, at Administrator’s option, it may further discount the price it charges Authorized Users for Standard Adult Monthly Passes if it correspondingly increases the amount Administrator paid to UTA for each Standard Adult Monthly Pass. Administrator shall give UTA sixty (60) days’ advanced written notice of any change in the amount Administrator will contribute and the corresponding change in the amount to be paid by the Authorized Users.

2. All other terms and conditions of the Agreement are unaffected by the Amendment No. 1 and remain in full force and effect.

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

SALT LAKE CITY CORPORATION

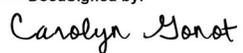
By:  Date: 02/02/2021
Erin Mendenhall
Mayor
Salt Lake City

Approved as to Form:

By:  Date: 02/02/2021
Senior City Attorney

Attest:
By:  Date: _____
City Recorder
Deputy

UTAH TRANSIT AUTHORITY

By:  Date: 2/22/2021
Carolyn Gonot
Executive Director

By:  Date: 2/17/2021
William Green
Chief Financial Officer

Approved as to Form:

By: Michael Bell Date: _____
Michael Bell
Assistant Attorney General
Counsel for UTA

RECORDED
CITY RECORDER
03/01/2021