

AMENDMENT NO. 1 TO EDUCATION PASS AGREEMENT

This Amendment No. 1 to Education Pass Agreement (“Amendment”) is made this ___ day of August, 2018 (“Effective Date”) between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Charter School Consortium (“Sponsor”).

RECITALS

WHEREAS, the parties previously entered into an Education Pass Agreement effective August 1, 2018 (“Agreement”); and

WHEREAS, the parties wish to amend the Agreement to allow Sponsor to increase the number of Authorized Users under the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Section 1.1 in the Agreement shall be replaced with the following:

1.1 The term “Adjustment Date” means October 1 for each Contract Year.

2. Section 2.1.1 in the Agreement shall be replaced with the following:

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor.

3. Section 2.1.2 in the Agreement shall be replaced with the following:

2.1.2 Sponsor shall pay \$137.00 for each Pass issued to each Authorized User.

4. Section 3.6.1 in the Agreement shall be replaced with the following:

3.6.1 The number of Authorized Users for this Agreement is 3,400. Sponsor may increase or decrease the number of Authorized Users by providing written notice to UTA. No later than the Adjustment Date, October 1 of each Contract Year during the Term of this Agreement, Sponsor shall provide to UTA the actual number of Authorized Users.

5. The Table in Exhibit “B” in the Agreement shall be replaced with the following:

Contract Year	Authorized Users	Price per Pass	Base Purchase Price (Estimated)

2018-2019	TBD	\$137	TBD
2019-2020	TBD	\$137	TBD
2020-2010	TBD	\$137	TBD


6. Effect on Agreement. Except as expressly amended hereby, the Agreement shall continue in full force and effect as originally entered into.

IN WITNESS WHEREOF, this Amendment has been executed by Sponsor, by and through a duly authorized representative, and UTA. This Amendment is effective on the Effective Date stated above.

UTAH TRANSIT AUTHORITY

CHARTER SCHOOL CONSORTIUM

By:

 Date 8/15/18
Robert K Biles
VP of Finance

By:

 Date 8/3/18
Sonia Woodbury
Vice President for Administrative Services

By:

 Date 8/16/18
Steve Meyer
Interim Executive Director

Approved As To Form:


UTA Legal Counsel