

First Amendment
Salt Lake School District
Education Pass Agreement

This First Amendment to the Education Pass Funding Agreement (this “**Amendment**”) is entered into as of August 1, 2023 (the “**Amendment Effective Date**”) by and between the Salt Lake School District, Salt Lake Education Foundation (“**Administrator**” or “**Primary Sponsor**”) and Utah Transit Authority, a large public transit district organized under the laws of the State of Utah (“**UTA**”). Administrator 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, Administrator and UTA agree as follows:

DEFINITIONS

1. The term “Authorized User” includes all students enrolled at Primary Sponsor’s school, all faculty and staff employed by Primary Sponsors, and one parent or guardian per student household. Only Primary Sponsor’s Authorized Users who have been issued a Pass in accordance with this Agreement are cardholders (“Cardholders”)

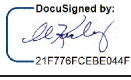
TERMS AND CONDITIONS

2. TERM. The term of the Education Pass Funding Agreement dated July 18, 2022 (“Original Agreement”) shall be extended for an additional one (1) year term beginning August 1, 2023, and shall continue in full force until July 31, 2024 (“Extended Term”).
3. Authorized Users. The number of Passes provided under this Agreement shall be 36,000 which represents 100% of the Primary Sponsor’s students enrolled in classes, 100% of faculty and staff employed by the Sponsors, and one pass per student household to be used by a student’s parent or legal guardian. In the event the number of Authorized Users increases more than 10%, the Parties agree to renegotiate the financial terms of this contract.
4. The Administrator shall pay UTA \$279,000 in accordance with Paragraph 8 of the Original Agreement.
5. All other terms and conditions of the Original Agreement shall remain unchanged.

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

SALT LAKE SCHOOL DISTRICT

By:  7/6/2023
Date

Name: Alan Kearsley

Title: Business Administrator

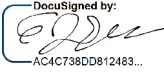
UTAH TRANSIT AUTHORITY

By: _____
Date

Name: _____

Title: _____

SALT LAKE EDUCATION FOUNDATION

By:  7/5/2023
Date

Name: James Yapias


Title: Director

By: _____
Date

Name: _____

Title: _____

APPROVED AS TO FROM

By:  7/6/2023
Date

Name: Mike Bell

Title: Utah Assistant Attorney General

