

***Modification No. 1***  
***to***  
**ENSIGN COLLEGE**  
**ED PASS AGREEMENT**

This agreement is Modification No. 1 to the Ed Pass Agreement entered on August 1, 2018, by and between **Ensign College**, a Utah nonprofit corporation and institution of higher education and **Utah Transit Authority**, a public transit district organized under the laws of the State of Utah (“**UTA**”). The effective date of this Modification No. 1 shall be August 1, 2021.

For good and valuable consideration, Ensign College and UTA agree as follows:

**Purpose:** The purpose of this agreement is to document a modification to that certain Ed Pass Agreement between Ensign College and UTA entered as of August 1, 2018 (UTA Contract No.18-2796AB). The Parties desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

**Background:** The term of the initial Ed Pass Agreement commenced on August 1, 2018 and is due to expire on July 31, 2021. The Ed Pass Agreement allows up to 3,300 Authorized Users (students, staff, faculty, BYU-Pathways students attending weekly gatherings at Ensign College, and dependents of full time employees) to use their Ensign College ID’s as valid fare media under the terms of the Agreement (section 2.1.1). Ensign College shall pay UTA the amount of \$67,398 (“**Base Price**”) under the current billing terms laid out in section 2.7.

The Parties now desire to extend the Ed Pass Agreement for one additional year through July 31, 2022.

**Summary of Adjustment:** The Parties hereby extend the Ed Pass Agreement that is set to expire on July 31, 2021 for one additional year to cover the 2021 & 2022 academic calendar year. This one-year extension will begin on August 1, 2021 and expire on July 31, 2022. Authorized Users and Base Price will hold at the current 3,300 users and \$67,398, respectively.

**Miscellaneous:** All capitalized terms used and not otherwise defined in this Modification have the meanings ascribed to them in the Agreement. This Modification shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. This Modification 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 Modification 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 Modification.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 as of the effective date shown above.

**ENSIGN COLLEGE**

**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