

UTA Contract No. 19-03181-A3.1

**RENEWAL AMENDMENT NO. 3.1 TO  
SKI BUS SERVICE AND PASS DISTRIBUTION AGREEMENT**

This Renewal Amendment No. 3.1 to Ski Bus Service and Pass Distribution Agreement (this “Amendment”) is effective on the 7<sup>th</sup> day of December, 2022 (“Effective Date”), and is between UTAH TRANSIT AUTHORITY, a public transit district (“UTA”), and DAVIS COUNTY, a political subdivision of the State of Utah (“County”) (UTA and County are collectively referred to hereinafter as the “Parties”).

WHEREAS, the Parties entered into a Ski Bus Service and Pass Distribution Agreement identified in UTA’s records as Contract No. 19-03181, identified in Davis County’s records as Contract No. 2019-613, with an effective date of December 14, 2019, for bus service between the Layton FrontRunner Station and Snowbasin Ski Resort, including distribution of certain Electronic Fare Card Transit Passes (hereinafter the “Agreement”);

WHEREAS, the Parties entered into Renewal Amendment 1 Ski Bus Service and Pass Distribution Agreement identified in UTA’s records as Contract No. 19-03181-A1, identified in Davis County’s records as Contract No. 2019-613-A, with an effective date of December 12, 2020, which, among other things, extended the services under the Agreement through March 28, 2021;

WHEREAS, the Parties entered into Renewal Amendment 2 Ski Bus Service Agreement identified in UTA’s records as Contract No. 19-03181-A2, identified in Davis County’s records as Contract No. 2019-613-B, with an effective date of December 11, 2021, which, among other things, extended the services under the Agreement through March 27, 2022;

WHEREAS, UTA executed a Renewal Amendment 3 Ski Bus Service Agreement ( UTA Contract No. 19-03181-A3) ; however, since Davis County did not execute Renewal Amendment 3 and the Parties now desire to include additional terms, Renewal Amendment 3 will be voided and replaced by this Renewal Amendment 3.1 as set forth below:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional term that will commence on December 7, 2022 and continue through November 30, 2023.
2. The amount to be paid by County to UTA shall be \$49,530.90 for this additional term.
3. UTA shall provide the services under the Agreement for 121 days beginning on December 10, 2022 and continuing through April 9, 2023.
4. UTA shall charge passengers using the services under the Agreement its standard ski bus fare of \$5.00 for each one-way trip.

Except as set forth in this Amendment, the remainder of the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between

this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

**UTAH TRANSIT AUTHORITY**

**DAVIS COUNTY**

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Executive Director

\_\_\_\_\_ Date \_\_\_\_\_  
Chair  
Board of Davis County Commissioners

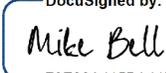
**ATTEST**

**ATTEST**

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Regional General Manager, Ogden BU

\_\_\_\_\_ Date \_\_\_\_\_  
Davis County Clerk

Approved as to form:

DocuSigned by:  
  
70E33A415BA44F6  
Print Name: Mike Bell  
UTA Legal Counsel