

*Modification No. 2*  
*to*  
**WESTMINSTER COLLEGE**  
PASS PURCHASE AND ADMINISTRATION AGREEMENT  
(Trip Based Discount)

This agreement is Modification No. 2 to the Pass Purchase and Administration Agreement (the Agreement”) entered on August 1, 2020, by and between **Westminster College**, a body politic and corporate of the State of Utah (“**Westminster**”) 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. 2 shall be August 1, 2022.

For good and valuable consideration, Westminster and UTA agree as follows:

**Purpose:** The purpose of this agreement is to document a modification to that certain Agreement between Westminster and UTA entered as of August 1, 2020 (UTA Contract No. 20-F0129). The Parties desire to extend the Agreement for an additional year, through Modification No. 2, through July 31, 2023.

**Background:** The term of the initial Agreement, which commenced on August 1, 2020 and was extended by reason of Modification No. 1, is due to expire on July 31, 2022. The Agreement allows Authorized Users (students, staff, & faculty) to use a UTA issued EFC Pass as valid fare media under the terms of the Agreement (section 4). Westminster shall pay UTA the amount under the current billing terms laid out in section 7.

The Parties now desire to extend the Agreement for an additional year through July 31, 2023.

**Summary of Adjustment:** The Parties hereby extend the Agreement that is set to expire on July 31, 2022 for one additional year to cover the 2022 & 2023 academic calendar year. This one-year extension will begin on August 1, 2022 and expire on July 31, 2023. Authorized Users and Trip Based Discount will hold at 2021- 2022 levels 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. 2 as of the effective date shown above.

**WESTMINSTER COLLEGE**

**UTAH TRANSIT AUTHORITY**

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Approved As To Form:

DocuSigned by:  
*Mike Bell*  
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By: Mike Bell  
Name: Mike Bell  
Title: Utah Assistant Attorney General