

*Modification No. 3*  
*to*  
**WESTMINSTER UNIVERSITY**  
**(Formerly known as Westminster College)**  
PASS PURCHASE AND ADMINISTRATION  
AGREEMENT  
(Trip-Based Discount)

This agreement is Modification No. 3 to the Pass Purchase and Administration Agreement (the Agreement") entered on August 1, 2020, by and between **Westminster University (formerly known as Westminster College)**, a body politic and corporate of the State of Utah ("**Westminster**") and **Utah Transit Authority**, a large public transit district organized under the laws of the State of Utah ("**UTA**"). The effective date of this Modification No. 3 shall be August 1, 2023.

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. 3, through July 31, 2024 ("Renewal Period").

**Background:** The term of the initial Agreement, which commenced on August 1, 2020, and was extended by reason of Modification No. 1 on August 1, 2021, and Modification No. 2 on August 1, 2022. Modification No. 2 is due to expire on July 31, 2023. 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). The Parties now desire to extend the Agreement for an additional year through July 31, 2024.

**Payment:** Westminster shall pay UTA the amount pursuant to the current billing terms laid out in section 7 of the Agreement, for the Renewal Period.

**Summary of Adjustment:** The Parties hereby extend the Agreement that is set to expire on July 31, 2023, for one additional year to cover the 2023 & 2024 academic calendar year. This one-year extension will begin on August 1, 2023, and expire on July 31, 2024. Authorized Users and Trip Based Discounts 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. 3 as of the effective date shown above.

**WESTMINSTER UNIVERSITY**

By: DocuSigned by:  
Debra L. Glenn te: 6/27/2023  
Name: Debra L. Glenn  
Title: VP of Finance and Administration/CFO

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved As To Form:

By: DocuSigned by:  
Mike Bell Date: 6/21/2023  
Name: MIKE BELL  
Title: Assistant Attorney General