

AMENDMENT NO. 1
TO AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF ARCATA AND HUMBOLDT
TRANSIT AUTHORITY FOR OPERATIONS AND MAINTENANCE OF ARCATA AND MAD RIVER
TRANSIT (A&MRTS) SYSTEM AND VEHICLES

This is an amendment to that certain agreement entered into by and between the City of Arcata, a municipal corporation (hereinafter called "City"), and Humboldt Transit Authority, a joint powers authority (hereinafter called "HTA"), on July 1, 2023, which was an amendment to and restatement of an existing agreement entitled *Agreement for Parking and Maintenance Repair Service* (hereinafter collectively called "Agreement"). This Amendment No. 1 to said Agreement is effective as of July 1, 2024.

WHEREAS, the City's need for the valuable services HTA has provided through the Agreement will continue into the future; and

WHEREAS, the parties are in mutual agreement to extend the Agreement for another five (5) years;

NOW THEREFORE in consideration of the mutual covenants, conditions and agreements herein to be performed, the parties agree as follows:

1. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.
2. Term. The term of this Agreement shall continue beyond the initial one year term ending June 30, 2024, and shall remain in effect for a period of five (5) years unless sooner terminated as provided hereinafter. Upon notification by either party to the other in writing at least 30 days prior to the termination of the Agreement, this Agreement and each of its provisions may be extended for an additional term of five (5) years.
3. Compensation.
 - a. *General*: City will pay HTA for the performance of the service set forth in this Agreement as follows:
 - A. Payment of the monthly fixed rate for operations and maintenance of \$63,546.18 for fiscal year 2024-25; compensation for fiscal years 2025-26 – 2028-29 will be determined upon the parties' budget approval for those fiscal years.

- B. Agreed to cost of temporary non-regular service provided at the City's request.
 - C. Costs for tires, technology services and fuel will be invoiced separately.
 - D. Any additional costs incurred by HTA for City-sponsored ridership fares used for special events pursuant to Section 20(c).
 - E. Any cost incurred by the City sponsored bus pass program.
- b. *Overhead Allocation*: HTA will adjust overhead allocation rates charged to City based on the addition or deletion of services that HTA provides or administers.

IN WITNESS WHEREOF, the persons executing this Amendment warrant and represent they have the authority to execute and bind their respective party to the performance of its obligations hereunder.

HUMBOLDT TRANSIT AUTHORITY

By: _____ Date: _____
Greg Pratt, General Manager

CITY OF ARCATA

By: _____ Date: _____
Karen Diemer, City Manager