

AMENDMENT NO. 1
PUBLIC TRANSIT SYSTEM INTERLOCAL AGREEMENT

This Amendment No. 1 to the Public Transit System Interlocal Agreement ("Amendment") is made and entered into by and between Capital Area Rural Transportation System (CARTS), a political subdivision for the state of Texas organized under Chapter 458 of the Texas Transportation Code, and the City of San Marcos, Texas, the principal city of the San Marcos Urbanized Area and a Texas municipal corporation (the "City"), collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, CARTS and the City entered into that one certain Public Transit System Interlocal Agreement (ILA) dated effective October 1, 2018 ("Agreement"); and,
- B. Whereas, the Parties desire to amend the Agreement for purposes of allowing the City to recoup the costs of a city employee assigned exclusively to transit related activities; and,

NOW, THEREFORE, by its execution below and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and accepted by the parties, CARTS and the City agree to amend the Agreement as follows:

- 1. Section 4(b) of the Agreement is hereby amended to include a new section 4(b)(1) providing as follows:
 - 4. (b)(1) CARTS shall further reimburse the City for costs incurred by the City for a city employee with an annual salary with fringe of \$ 56,332.00 who is assigned exclusively to transit related activities so long as the following terms and conditions are met:
 - a. As such costs are defined operational costs and are eligible for 50% reimbursement through the FTA 5307 funds allocated to CARTS as the Direct Recipient of Federal and State funds, the amount to be reimbursed by CARTS shall not exceed \$ 28,166.00 (50% of expense) for the period of October 1, 2018 through September 30, 2019.
 - b. The City will provide all appropriate documentation that illustrates the total expense for the referenced staff person as well as the City's obligation of 50% of the personnel cost through the reimbursement request(s) submitted to CARTS.
- 2. **REMAINING TERMS UNAFFECTED.** Other than the changes to section 4(b)(1) set forth above, the remaining terms of the Agreement shall remain unaffected by this Amendment
- 3. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, and negotiations.
- 4. **RATIFICATION.** The Agreement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

5. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives and this Amendment shall be effective as of the date of the last party to sign.

**Capital Area Rural Transportation System
(CARTS)**

By: 
David Marsh, General Manager

Date: May 20, 2019

City of San Marcos

By: _____
Bert Lumbreras, City Manager

Date: _____