

**SECOND AMENDMENT  
TO OAKMONT VILLAGE ASSOCIATION AGREEMENT**

This Second Amendment to Agreement number F002635, dated August 1, 2020, and as amended by First Amendment to Agreement dated October 16, 2023 ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and the Oakmont Village Association, a California mutual benefit non-profit corporation ("OVA").

**RECITALS**

- A. City and OVA entered into the Agreement to provide bus service to the Oakmont community.
- B. City and OVA now desire to further amend the Agreement for the purpose of extending the agreement for one year and increasing compensation due to service cost increases.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Section 2. Compensation

Section 2(e) is added to the Agreement following section 2(d) to increase the compensation payable by OVA under the Agreement to read as follows:

"For the fifth year, August 1, 2024 – July 31, 2025, OVA agrees to pay CITY for operational costs at \$93,223 plus estimated total fuel cost of \$12,840, for a total amount of one-hundred and six thousand, sixty-two dollars (\$106,062). OVA will make monthly payments to CITY in the amount of seven-thousand, seven-hundred ninety-five dollars (\$8,839)."

2. Section 3. Term

Pursuant to Section 4 of the Agreement, the parties hereby agree to extend the term of the Agreement for one year.

Section 3 of the Agreement is amended to read as follows:

"3. Term. The term of this Agreement shall be 5-years, commencing on August 1, 2020 and ending at 11:59 p.m. on July 31, 2025."

Section 4 of the Agreement is amended to read as follows:

"4. Option. The Parties have an option to extend this Agreement for two additional one year terms (August 1, 2025 – July 31, 2026 and August 1, 2026 – July 31, 2027), each term being a separate option."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**OAKMONT VILLAGE ASSOCIATION**

a California Mutual Benefit  
Non-Profit Corporation

*Signatures of Authorized Persons:*

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

Print Name: Heidi Klyn

Title: President

**CITY OF SANTA ROSA**

a Municipal Corporation

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

Print Name: Maraskeshia Smith

Title: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney