

**EXHIBIT**  
**"A"**

**AMENDMENT NO. 1**  
**TO AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS**  
**AND STAR SHUTTLE, INC.**  
**FOR DEMAND RESPONSE BUS SERVICES**

This Amendment No. 1 to the "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Demand Response Bus Services," hereinafter called "Amendment No. 1" is made as of the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2013 by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City") and Star Shuttle, Inc. ("Star Shuttle").

**WHEREAS**, the City and Star Shuttle executed that certain Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Demand Response Bus Services on the 22nd day of March, 2012 under Resolution Number 12-03-22-11A2 (the "Agreement"); and

**WHEREAS**, Section 5.3 of the Agreement provides that the number of Revenue Hours contemplated in the Agreement may be increased by subsequent amendment; and

**WHEREAS**, Section 5.4 the Agreement provides that the number of buses contemplated in the Agreement may be increased by subsequent amendment; and

**WHEREAS**, the City and Star Shuttle desire to increase the number of Revenue Hours and buses under the Agreement; and

**WHEREAS**, the City and Star Shuttle desire to allow the City to supply buses for the use of Star Shuttle; and

**WHEREAS**, the City and Star Shuttle desire to amend the Demand Response Bus Service Area;

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Star Shuttle agree that said Agreement is amended as follows:

**I.**

**1.1.** Section 5.1 of the Agreement is amended to read as follows:

5.1. Pricing. The parties hereby agree that pricing for the services to be provided hereunder shall be as generally delineated in Exhibit "C," specifically as follows:

FIRST YEAR:

	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
Fixed Capital Costs	Month x 12	\$9,200	\$110,400.00
Variable Operational Costs	Revenue Hour x 6,048	\$ 48	<u>\$290,304.00</u>
<u>Total Price for First Year:</u>			\$400,704.00

SECOND YEAR:

	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
Fixed Capital Costs	Month x 12	\$11,800	\$141,600.00
Variable Operational Costs	Revenue Hour x 10,080	\$ 49.40	<u>\$497,952.00</u>
<u>Total Price for Second Year:</u>			\$639,552.00

THIRD YEAR:

	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
Fixed Capital Costs	Month x 12	\$12,400	\$148,800.00
Variable Operational Costs	Revenue Hour x 10,080	\$ 51	<u>\$514,080.00</u>
<u>Total Price for Third Year:</u>			\$662,880.00

FOURTH YEAR:

	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
Fixed Capital Costs	Month x 12	\$13,000	\$156,000.00
Variable Operational Costs	Revenue Hour x 10,080	\$ 55	<u>\$554,400.00</u>
<u>Total Price for Fourth Year:</u>			\$710,400.00

FIFTH YEAR:

	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
Fixed Capital Costs	Month x 12	\$13,000	\$156,000.00
Variable Operational Costs	Revenue Hour x 10,080	\$ 56	<u>\$564,480.00</u>
<u>Total Price for Fifth Year:</u>			\$720,480.00

1.2. Exhibit "A" of the Agreement, "Scope of Work," is amended as follows:

1.2.1. Section 6.2 of the Scope of Work is amended to read as follows:

6.2. Demand Response Service: Service is anticipated to require 6,048 Revenue Hours for the first year and 10,080 Revenue Hours each following year. This figure is based on three (3) full-time buses operating for the first year of service and five (5) full-time buses operating each following year.

1.2.2. Section 7.1.7 is added, to read as follows:

7.1.7. The City may provide additional buses for use by Star Shuttle for the operation of Service. If the City provides such additional buses, all

obligations and provisions applicable to buses owned by Star Shuttle shall also apply to such additional buses, which obligations specifically include, without limitation, the obligation of Star Shuttle to insure such buses in the same manner as buses supplied by Star Shuttle.

1.3. Exhibit "F" of the Agreement is replaced with Exhibit "F" attached hereto.

1.4. Exhibit "M" of the Agreement is replaced with Exhibit "M" attached hereto.

**II.**

2.1. Capitalized terms not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.

2.2. Except as amended hereby, the Agreement as originally written remains in full force and effect.

2.3. This Amendment No. 1 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 1.

2.4. This, Amendment No. 1 together with the Agreement, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 1 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 as of the day and year first set forth above.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**FOR CITY, ATTEST:**

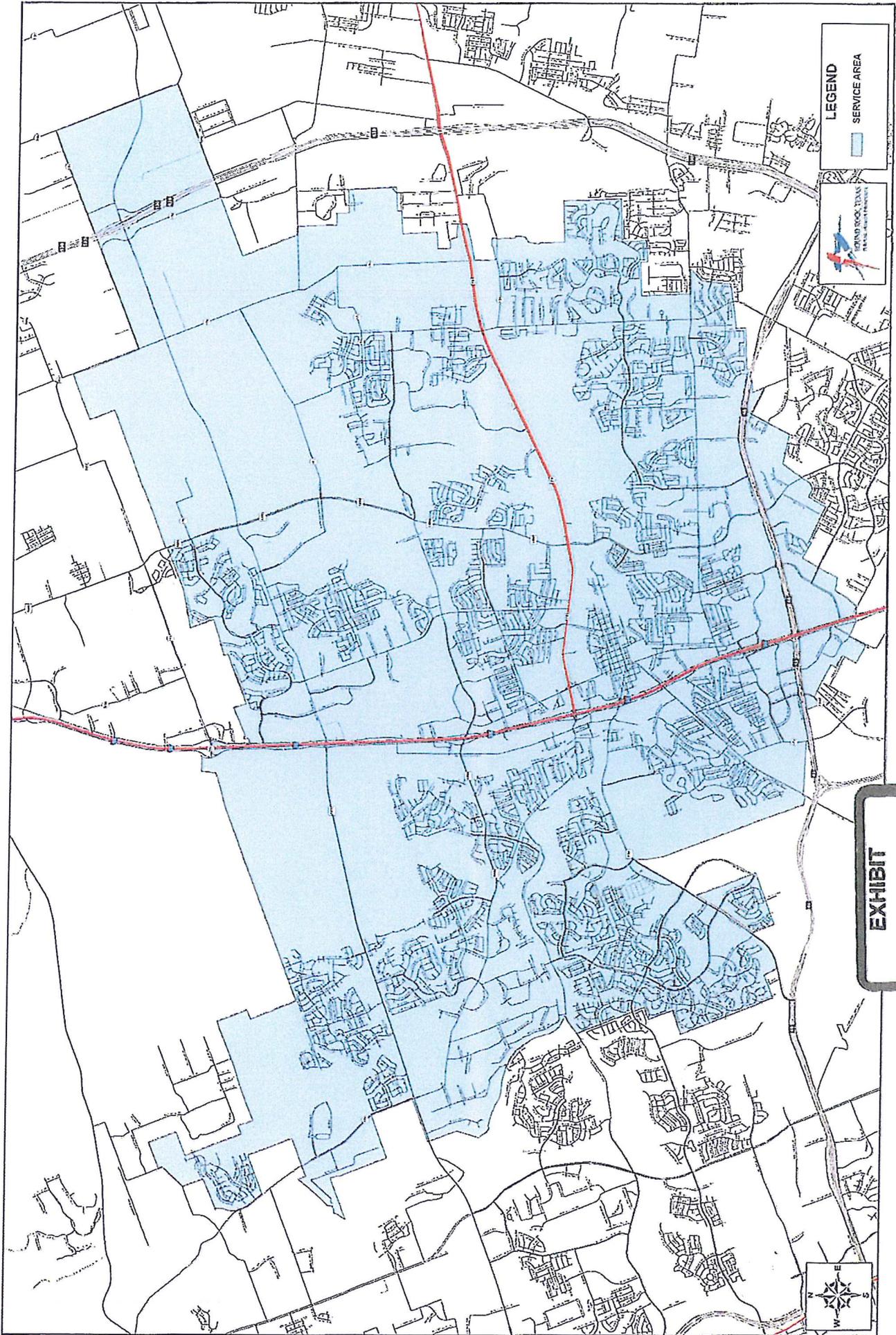
By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

STAR SHUTTLE, INC.

By:   
Name: JOHN R. WALKER  
Title: PRESIDENT / CEO  
Date Signed: MAY 23, 2013



LEGEND  
SERVICE AREA



EXHIBIT  
11 E  
Labels



**EXHIBIT "M"**

**FARES AND FARE CONTROL**

The fares for Demand Response Bus Services are as follows:

**I. Persons Living in the City Limits.**

- 1) General Fares - \$5.00 per person, per trip
  - a. Adults (13 to 59)
  
- 2) Discounted Fares - \$2.00 per person, per trip
  - a. Youth (12 and under)
  - b. Seniors (60 and over)
  - c. Persons with disabilities
  - d. Low-income persons

**II. Persons Living in the Extraterritorial Jurisdiction.**

- 1) General Fares - \$7.00 per person, per trip
  - a. Adults (13 to 59)
  
- 2) Discounted Fares - \$3.00 per person, per trip
  - a. Youth (12 and under)
  - b. Seniors (60 and over)
  - c. Persons with disabilities
  - d. Low-income persons

Low-income eligibility will be administered by city staff and reviewed annually. Low-income persons are defined as those persons whose income is equal to or less than 150 percent of the poverty levels, as published annually by the U.S. Department of Health and Human Services in the Federal Register.

No passenger will be transported without the appropriate fare without contacting the dispatcher or otherwise in accordance with the City's policy.

Star will utilize fare boxes for collection of fares. Operators will not have a key to the fare box. Fares and tickets (if any) will be counted by Star Shuttle staff. Star will utilize money counting equipment and supplies as well as a secure counting area. Driver collections will be reviewed against ridership by Star Shuttle management staff to ensure fare collections are all accounted for.

Star stores all monies in a secure drop safe accessible only to management staff pending deposit, with each deposit in locked moneybags. The safe is securely locked. Upon separation of service of persons with safe access, lock or combination will be changed within 15 days. Depositing employees do not have access to the safe interior. Deposit records are entered into the Star accounting system. Deposits will be transported to the bank in a secure manner.

A fare report will be submitted with the monthly invoice. Fares collected will be deducted from the amount owed by the City. All invoices will be prepared by the Accounting Manager and then reviewed and signed by the Project Operations and Compliance Manager prior to submission to the City of Round Rock.

Operators will complete their manifest by logging required trip information/passenger counts in the designated areas on the manifest. An appropriate entry must be made by the client's disability code: for example, ambulatory, wheelchair, scooter, transfers, escorts, and companions. The Operator will total the number of clients transported for that shift. The Station Foreman will recount each pickup and compare the totals to the Operator's totals. If any discrepancies are found, the Operator will be called in to recount and correct any errors. The Station Foreman will accurately complete the Daily Recap Summary.