

**FIRST AMENDMENT  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
FOR  
TRANSIT SERVICES  
BY AND BETWEEN  
THE CITY OF ROUND ROCK AND CAPMETRO**

This First Amendment (this “**Amendment**”) to the Interlocal Cooperation Agreement is made by and between the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (the “**City**”) and Capital Metropolitan Transportation Authority (“**CapMetro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. The City and CapMetro are referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

- a. CapMetro and the City entered into that certain interlocal cooperation agreement for contracted transit services effective as of October 4, 2022, pursuant to which CapMetro provides local fixed route service within the City, commuter service to Austin and reverse commuter service to the City (the “**Agreement**”).
- b. The Parties desire to amend the Agreement as more particularly described herein to extend the term of the Agreement, add funds for the extended term, update the bus routes, vehicle hours and vehicle requirements for the extended term, and modify certain terms only as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Additional Term. Section 4 of the Agreement is hereby amended to extend the Term of the Agreement for an additional twelve-month period beginning on October 1, 2023, through September 30, 2024 (the “**Extended Term**” or “**FY2024**”).
2. Fees for Transit Services. The amount of funding for the Transit Services for the Extended Term shall not exceed \$1,358,369 as shown in **SFP-1 Schedule of Fees and Payments**.
3. Fare Recovery. During the Extended Term, CapMetro will deduct the following amounts from each monthly invoice for fare recovery: for Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express), CapMetro will deduct an amount equal to the product of: (i) the total cost of Transit Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro’s actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will

be calculated by dividing: (i) the total amount of actual fares collected for all Transit Services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro's operation costs for the invoiced month.

4. Vehicle Hours. Section 2 of **SOS-1-Scope of Services** is revised to reflect that during the Extended Term, the Transit Services shall include three (3) bus routes: Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express).

Vehicle hours for Route 980 (North MoPac Express) will be shared with CapMetro service from the Howard Express Station. The City is responsible only for the vehicle hours from Round Rock to Howard Express Station. CapMetro is responsible for vehicle hours from Howard Express Station to downtown Austin.

5. Vehicle Requirements. Section 3.1 of **SOS-1-Scope of Services** is revised to reflect that only one (1) peak vehicle is required for Bus Route 50 during the Extended Term. The Parties agree to delete in its entirety Section 3.2 of **SOS-1-Scope of Services**.
6. Schedule of Fees and Payments. Attachment **SFP-1 Schedule of Fees and Payments** is amended by adding the following schedule of fees and payments for the Extended Term.

FY2024	Route 50	Route 152	Route 980	Total
<b>Annual Hours</b>	5,555	2,500	778	8,833
<b>Hourly Operating Rate</b>	\$ 141.94	\$ 141.94	\$ 147.68	
<b>Total Annual Hourly Operating Cost</b>	\$ 788,477	\$ 354,850	\$ 114,895	
<b>Annual TAM</b>	\$ 38,348	\$ 38,348	\$ 23,451	
<b>Total Fixed Route Cost</b>	\$ 826,825	\$ 393,198	\$ 138,346	\$ 1,358,369

\*The estimated annual hours are subject to change.

7. Termination for Convenience. Section 13 is hereby amended to state that the City may terminate this Agreement, in whole or in part, for the convenience of the City as set forth in this Section 7. Termination for convenience shall align with CapMetro's three (3) service change dates with the following termination notice requirements: 1) notice must be given by October 1<sup>st</sup> to terminate the Agreement at the January service change date; 2) notice must be given by March 1<sup>st</sup> to terminate the Agreement at the June service change date; and 3) notice must be given by May 1<sup>st</sup> to terminate the Agreement at the August service change date. Upon the effective date of the termination, neither party shall incur any further obligations in connection with the Transit Services.
8. Effect of Amendment. Except as expressly provided herein, all other provisions of the Agreement are incorporated into this Amendment, remain unchanged, are in full force and

effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

9. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.
10. 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, correspondence, quotations and negotiations.
11. Effective Date. This Amendment will be effective on the date of the last Party to sign.
12. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
13. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.
14. Counterparts; Electronic Signatures. This Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

**IN WITNESS WHEREOF**, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

**Capital Metropolitan Transportation Authority**

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

Dottie Watkins

President & CEO

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

**City of Round Rock**

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

Craig Morgan

Mayor

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

Approved as to form:

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

Deputy Counsel

Approved as to form:

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

City Attorney