

EXHIBIT

"A"

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS
AND STAR SHUTTLE, INC.
FOR PARATRANSIT BUS SERVICES
(FORMERLY DEMAND RESPONSE BUS SERVICES)**

This Amendment No. 3 to the "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services)," hereinafter called "Amendment No. 3" is made as of the ____ day of the month of July, 2018 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 an "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services)" on March 22, 2012 through Resolution Number 12-03-22-11A2 ("Agreement"); and

WHEREAS, the City and Star Shuttle executed Amendment No. 1 increasing the number of Revenue Hours and buses under the Agreement on June 13, 2013 through Resolution Number 13-06-13-G7; and

WHEREAS, the City and Star Shuttle executed Amendment No. 2 replacing Demand Bus Services with Complementary Paratransit Bus Services and extending the term of the Agreement on May 25, 2017 through Resolution Number R-2017-4442; and

WHEREAS, the City and Star Shuttle desire to further amend this Agreement by adding an additional vehicle to the existing Paratransit Bus Services;

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. The additional vehicle shall start operation under the terms of this Agreement August 1, 2018.
- 1.2. The Revenue Hours and Prices for the addition of a vehicle are set forth in the attached Exhibit "A," attached hereto and incorporated herein by reference.

II.

- 2.1. Capitalized terms not otherwise defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.

- 2.2. Except as amended hereby, the Agreement as originally written along with Amendment No. 1 and Amendment No. 2 remain in full force and effect.
- 2.3. This Amendment No. 3 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 3.
- 2.4. This, Amendment No. 3 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. 3 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the day and year first set forth above.

CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

STAR SHUTTLE, INC.

By: _____
Name: _____
Title: _____
Date Signed: _____

Exhibit “A”

Revenue Hours and Prices with the addition of a 4th Vehicle

	Year 2	Year 3	
Revenue Hours	12,144	12,144	
Hourly Rate	\$ 67.28	\$ 69.63	
Total Hourly Cost	\$ 817,048.32	\$ 845,586.72	
Annual Capital Costs	\$ 149,000.00	\$ 149,000.00	
Total Paratransit Cost	\$ 966,048.32	\$ 994,586.72	
Federal Funding	\$ 386,419.33	\$ 397,834.69	
Net Cost to City	\$ 579,628.99	\$ 596,752.03	
	Year 4	Year 5	Total Cost
	12,144	12,144	
	\$ 72.07	\$ 74.59	
	\$ 875,218.08	\$ 905,820.96	
	\$ 149,000.00	\$ 149,000.00	
	\$ 1,024,218.08	\$ 1,054,820.96	\$4,039,674.08
	\$ 409,687.23	\$ 421,928.38	
	\$ 614,530.85	\$ 632,892.58	