

**SECOND AMENDMENT
TO THE
INTERLOCAL AGREEMENT
FOR
TRANSIT SERVICES
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AND
THE CITY OF ROUND ROCK**

This Second Amendment (this "Amendment") to the Interlocal 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 agreement for contracted transit services effective as of October 4, 2022, as amended by that certain First Amendment to the Interlocal Agreement for Transit Services dated effective October 1, 2023, 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, 2024, through September 30, 2025 ("FY2025").
2. Fees for Transit Services. The amount of funding for the Transit Services for FY2025 shall not exceed \$1,347,647.00 as shown in **SFP-1 Schedule of Fees and Payments**, as amended below.
3. Fare Recovery. During FY2025, CapMetro will deduct the following amounts from each monthly invoice for fare recovery:

- a. 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.
 - b. The monthly CapMetro fare recovery percentage will be calculated by dividing the total amount of actual fares collected for all Transit Services provided by CapMetro in the invoiced month, by 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 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.
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 FY2025.

FY2025	Route 50	Route 152	Route 980	Total
Annual Hours	5,100	2,444	778	8,322
Hourly Operating Rate	\$149.04	\$149.04	\$155.06	
Total Annual Hourly Operating Cost	\$760,104	\$364,254	\$120,637	
Annual TAM	\$39,307	\$39,307	\$24,038	
Total Fixed Route Cost	\$799,411	\$403,561	\$144,675	\$1,347,647

*The estimated annual hours are subject to change.

7. Insurance. Attachment **INS-1 Insurance** is deleted in its entirety and replaced with **INS-2 Insurance** which is attached hereto and incorporated herein for all purposes.

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

INS-2 INSURANCE

CAPMETRO MINIMUM COVERAGE REQUIREMENTS FOR CONTRACTORS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

All Coverages shall be listed on front of the certificate, and listing the

Contractor as the certificate holder and Capital Metro as an additional insured.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000.

3. Workers' Compensation with Statutory limits.

4. Employer Liability Insurance with minimum limits of \$1,000,000. Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Permit.

5. Railroad Protection in the minimum amount of \$5,000,000 when construction activities (*e.g. excavation, demolition, utility installations, operation of cranes and other construction equipment that have the potential to enter the right-of-way...*) are within 50-feet of the nearest railroad track.

Note: Such policies of insurance and certificates shall provide (i) that Capital Metro is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.