

**AMENDMENT ONE
TO THE
EASTSIDE BUS PLAZA INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
CAPITAL AREA RURAL TRANSPORTATION SYSTEM**

This Amendment One (this “Amendment”) to the Interlocal Cooperation Agreement is made by and between Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”) and the Capital Area Rural Transportation System, political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”). Capital Metro and CARTS are referred to in this Amendment One individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Capital Metro and CARTS entered into that certain Interlocal Cooperative Agreement dated effective September 9, 2019 (the “Agreement”), for the development, operation, and maintenance of the Eastside Bus Plaza (the “EBP”).
- B. The Parties presently desire to amend the Agreement to provide for additional funding and maintenance obligations related to the EBP as described herein.
- C. The Parties intend to conform the Agreement, as amended hereby, in all respects with the Interlocal Cooperation Act, Texas Government Code Chapter 791.

AGREEMENT

- 1. **Financial Contribution.**
 - a. Capital Metro will provide additional funding for the southwest corner identity improvements (tower, walls, landscaping, LED Clock/DMS, etc.) for the EBP in an amount not to exceed Seventy-Eight Thousand Eight Hundred Thirty-Three Dollars and 77/100 (\$78,833.77).
 - b. Capital Metro will provide its funding to CARTS no later than thirty (30) days after the delivery of an acceptable invoice to Capital Metro.
 - c. Any additional funding will require the prior written approval of Capital Metro.
- 2. **Additional Maintenance.** In addition to the maintenance responsibilities contemplated in Section 6 of the Agreement, additional unforeseen maintenance needs for the EBP may be identified, in which case the Parties may mutually agree, through their designated representatives, on the performance of those tasks in a manner that distributes the maintenance burden, including associated costs, between the Parties proportional to the amount of services being operated by each Party at the EBP.
- 3. **Entire Agreement.** The terms of this Amendment are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment, the language in this Amendment will control.

4. **Capitalized Terms.** Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Amendment has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

Name: _____
Title: _____
Signature Date _____

**CAPITAL AREA RURAL TRANSPORTATION
SYSTEM**

Name: _____
Title: _____
Signature Date _____