

**AMENDMENT NO. 4 TO CONTRACTED SERVICES SUPPLEMENT NO. 8  
TO MASTER REGIONAL MOBILITY AGREEMENT**

**(Manor Pickup)**

This Amendment No. 4 to Contracted Services Supplement No. 8 to Master Regional Mobility Agreement ("**Amendment**") is made and entered into by and between Capital Metropolitan Transportation Authority ("**Capital Metro**"), a transportation authority and political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and 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 Agreement individually as a "Party" and collectively as the "**Parties**".

**RECITALS:**

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "**Agreement**"); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the "**Supplement**"); and
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 ("**Amendment No. 1**"); and
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 ("**Amendment No. 2**"); and
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective October 1, 2020 ("**Amendment No. 3**").
- F. Whereas, the Parties desire to further amend the Supplement to update, amongst other things, the fees for service, service dates, vehicle hours and vehicle requirements, as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

**AGREEMENT:**

**A. AMENDMENT.**

- 1. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-4 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.

2. The total contract amount for Fiscal Year 2022 (October 1, 2021 to September 30, 2022) shall not exceed \$1,206,657.00.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on June 14, 2019 and terminate on September 30, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro in order to be paid if CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

**3.0 Vehicle Hours.**

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 50

Estimated Total Hours Per Saturday = 40.5

Estimated Total Hours Weekday Annually = 12,751

Estimated Total Hours Saturday Annually = 2,147

Vehicle hours may be adjusted by mutual agreement of the parties based on customer demand.

5. Section 4.0, Vehicle Requirements, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

**4.0 Vehicle Requirements.**

Up to Four (4) peak vehicles are required. The number of vehicles may be adjusted by mutual agreement of the Parties based on customer demand.

B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the

Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_  
Dottie Watkins  
Chief Customer Officer/COO

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

**Capital Area Rural Transportation System**

By: \_\_\_\_\_  
Dave L. Marsh  
General Manager

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

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments

**ATTACHMENT SFP-4**  
**SCHEDULE OF FEES AND PAYMENTS**  
**CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL MOBILITY AGREEMENT**

**Manor Pickup**

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

June 2, 2019 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour

**Source of Funds for Payment of Contracted Service:**

Capital Metro – 100% Local Funds

Travis County – Local and FTA Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).