

**AMENDMENT TWO TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR TRANSIT SPEED AND RELIABILITY PROJECT**

This Amendment Two to the Interlocal Cooperation Agreement for Transit Speed and Reliability Project (this “**Amendment**”), is made and entered into by and between the City of Austin, Texas, a Texas home-rule City and municipal corporation (the “**City**”) and Capital Metropolitan Transportation Authority (“**Capital Metro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code.

WHEREAS, the City and Capital Metro entered into that certain Interlocal Cooperation Agreement for Transit Speed and Reliability Project, dated effective April 23, 2018 (as amended, the “**Agreement**”) under which the City has undertaken the design, manage, construct, and maintain subprojects (each, a “**Subproject**” and, collectively, the “**Project**”) that include but are not limited to: sidewalk construction, accessibility improvements, bus stops, markings, signage, signals, pedestrian safety improvements, other traffic devices and improvements within the City right-of-way; and

WHEREAS, pursuant to that certain Amendment One to the Agreement, dated effective as of October 5, 2020, the term of the Agreement was extended through September 30, 2021.

WHEREAS, the Parties desire to amend the Agreement further to increase the term of the Agreement and add funding for the Project;

NOW, THEREFORE, the Parties agree as follows:

1. **Term and Termination.** Sections 1(a) and 1(b) of the Agreement are deleted in their entirety and replaced with the following:

- “a. The term of this Agreement shall commence on the Effective Date and continue through September 30, 2027. The term of the Agreement may further be extended for up to three (3) additional 12-month renewal periods upon the mutual written agreement of the Parties.
 - b. Any Party may terminate the Agreement by providing the other Party at least sixty (60) days’ written notice.”

2. **Financial Obligations.**

- a. For Fiscal Years 2022 through 2027, Capital Metro shall provide funding for the costs of Subprojects (the “**Subproject Costs**”) in the estimated annual amount of One Million Dollars (\$1,000,000) up to the total not-to-exceed amount of Six Million Dollars (\$6,000,000). The Subproject Costs will include “hard costs”, based on completed construction including, but not limited to, construction inspection fees, materials testing fees, utility coordination and/or utility relocation fees, ROW or easement acquisition fees if applicable, and “soft costs” of Subproject development, including, but not be limited, to costs associated with project management, design, construction management, permitting and contracting, permit fees, concurrence and coordinating acceptance, insurance, taxes (if applicable), payment and performance bonds, site plan development fees, M/WBE compliance consultant fees and the cost of reproductions. The

“soft costs” are estimated to be approximately 30% of the construction costs.

- b. Subproject Costs will also include the close out costs incurred at the expiration of applicable warranty periods. Capital Metro’s obligation to pay such close out costs will survive the termination of the Agreement.
3. **Fiscal Year 2022 Subprojects**. The Subprojects for Fiscal Year 2022 are set forth on Attachment A to this Amendment.
4. **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.
5. **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.

CITY OF AUSTIN, TEXAS

By: _____
Gina Fiandaca
Assistant City Manager

Date: _____

Approved as to form:

Angela Rodriguez
Assistant City Attorney

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Sharmila Mukherjee
Executive Vice President, Planning and Development

Date: _____

Approved as to form:

Ilyse Niland
Deputy Counsel

Appendix A
Fiscal Year 2022 Transit Speed and Reliability Subprojects

FY 2022 Prioritized Projects	Project Description	Anticipated Capital Metro Contribution
Spot Improvements	May include: 7th St at Red River St, Cherrywood Rd at Manor Rd, Rundberg Blvd at Middle Fiskeville Rd	\$ 100,000
Corridor Improvements	May include: Stassney Ln (West Gate Blvd to S. Congress Ave), Downtown Red Lanes (Phase II), design and project management of transit priority lane projects on San Jacinto Blvd, Trinity Stand the South 1st St Bridge	\$ 500,000
MetroRapid Intersection Improvements	May include: Manor Rd at 51 st St, Decker Ln at Colony Loop Dr	\$ 75,000
Bus Stop Optimization	May include: Oltorf corridor, Loyola Ln, Springdale Ln, Rundberg Ave, Manor Rd	\$ 275,000
Design Support and Project Management Services		\$ 50,000

TOTAL: \$ 1,000,000