

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF PFLUGERVILLE
FOR A PICKUP SERVICE PILOT PROJECT**

This Amendment No. 1 to the Interlocal Agreement for a Pickup Service Pilot Project (“**Amendment No. 1**”) is 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 the City of Pflugerville (“**City**”), a Texas municipal corporation and political subdivision of the State of Texas. Capital Metro and the City are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement for a Pickup Service Pilot Project, dated effective October 1, 2020 (the “**Agreement**”), for a one-year pilot project in which Capital Metro provides City with Pickup on-demand transit services (“**Pickup Service Pilot**”); and

WHEREAS, the Parties wish to extend the term of the Agreement and the Pickup Service Pilot, as well as update the cost allocation for the Pickup Service Pilot;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows:

AGREEMENT

1. **Extension.** The term of the Agreement and the Pickup Service Pilot is extended through March 22, 2022.
2. **Financial Terms.** Exhibit “A” attached to the Agreement is deleted and replaced in its entirety with the Exhibit “A” attached to this Amendment No. 1, and Sections 1-3 of Article III of the Agreement are deleted and replaced in their entirety by the following:

“III. Financial Terms:

1. The total Section 5307 Fund expenditures for the term of the Pilot Program (March 2021 – March 2022) utilized by the City under this Agreement shall not exceed \$200,157 as set forth in **Exhibit “A”**.
2. The total local fund expenditures made by the City under this Agreement shall not exceed \$310,235 for the term of the Pilot Program (March 2021 – March 2022) as set forth in **Exhibit “A”**, unless approved by the City of Pflugerville City Council. The City will expend local fund expenditures as follows:
 - a. A local fund match equal to sixty percent (60%) of the 5307 Funds will be expended for Pickup Services.

- b. Up to \$10,000 total for FY21 and FY22 will be allocated for the reimbursement of “hard” costs related to the Communications and Marketing Plan in accordance with Section II(5) of this Agreement.
3. Costs for the Pickup Services are offset by fares collected from customers of the Pickup Services. Capital Metro will deduct from each monthly invoice for Pickup Services an amount equal to the product of (i) the total numbers of customers utilizing Pickup Service for the invoiced month multiplied by (ii) the revenue collected by Capital Metro for each such customer (as of the Effective Date of the Agreement, Capital Metro collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to the City of any such change).”
3. **Entire Agreement.** The terms of this Amendment No. 1 are in addition to, and construed together with, the terms of the Agreement, as amended. In the event of conflict in any language in the Agreement and this Amendment No. 1, the language in this Amendment will control.
4. **Capitalized Terms.** Capitalized items used in this Amendment No. 1 and not otherwise defined have the meanings assigned to them in the Agreement.

Signatures on Next Page

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated to be effective as of the Effective Date.

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

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

Date: _____

Approved as to Form:

By: _____
CMTA Legal Department

RECEIVING AGENCY
City of Pflugerville, Texas

By: _____
Sereniah Breland
City Manager

Date: _____

Approved as to Form:

By: _____
Charles E. Zech, City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

Exhibit “A”

The City of Pflugerville Pickup Pilot Estimated Costs		
Total Project Cost Estimate	Total FTA Section 5307 Funds	Total City of Pflugerville Local Funds
\$510,392	\$200,157	\$310,235