

**AMENDMENT NO. 2
TO INTERLOCAL AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF PFLUGERVILLE
FOR A PICKUP SERVICE PILOT PROJECT**

This Amendment No. 2 to the Interlocal Agreement for a Pickup Service Pilot Project (“**Amendment No. 2**”) 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 pilot project in which Capital Metro provides City with Pickup on-demand transit services (“**Pickup Service Pilot**”); and

WHEREAS, the Parties entered into an Amendment No. 1 to the Agreement, dated effective October 1, 2021 (the “**Agreement**”), to continue the Pickup Service Pilot through March 22, 2022; and

WHEREAS, the Parties wish to further extend the term of the Agreement and the Pickup Service Pilot, as well as set forth the cost allocation for the Pickup Service Pilot through September 30, 2022;

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 September 30, 2022.
2. **Financial Terms for the Extension Period.** For the period beginning March 23, 2022 through September 30, 2022 (“**Extension Period**”):
 - a. the total Section 5307 Fund expenditures utilized by the City under this Agreement shall not exceed \$104,676; and
 - b. the local fund expenditures made by the City under this Agreement shall not exceed \$162,014, unless approved by the City of Pflugerville City Council. The City will expend local fund expenditures as follows:

- i. A local fund match equal to sixty percent (60%) of the Section 5307 Funds will be expended for Pickup Services.
 - ii. The City will reimburse up to \$5,000 total for the Extension Period for the “hard” costs incurred by Capital Metro related to the Communications and Marketing Plan provided by Capital Metro in accordance with Section II(5) of the Agreement.
3. **Operating Hours.** Currently, the regular operating hours for the Pickup Service Pilot are 6 a.m. to 7 p.m., Monday through Friday, subject to Capital Metro’s Holiday Schedule. Such operating hours may be adjusted by written mutual agreement of the Parties. Such agreement may be made by electronic mail between the following representatives if there is no impact to the operational costs:

Capital Metro: Julie Mazur at Julie.Mazur@capmetro.org

City: Trey Fletcher at Treyf@pflugervilletx.gov

Each Party may update the above representative and contact information by written notice to the other Party. Changes that result in additional cost must be approved by the City Council as an addendum to this ILA.

4. **Entire Agreement.** The terms of this Amendment No. 2 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, Amendment No. 1 and this Amendment No. 2, the language in this Amendment will control.
5. **Capitalized Terms.** Capitalized items used in this Amendment No. 2 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