

**SUPPLEMENTAL AGREEMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN STAR TRANSIT
AND THE CITY OF MESQUITE, TEXAS**

THIS SUPPLEMENTAL AGREEMENT NO. 1 to that certain Interlocal Agreement, executed on the 19th day of September 2016 (“the Agreement”), by and between the **CITY OF MESQUITE**, a Texas municipal corporation, hereinafter called “CITY,” and **STAR TRANSIT**, a Texas Rural Transit District, hereinafter called “STAR Transit,” evidences the following:

1. Section 3.7, “Operating Costs Charged to CITY,” of Article III, “Rights, Duties and Responsibilities of STAR Transit,” of the Agreement is revised to read as follows:

- “3.7 Operating Costs Charged to CITY. STAR Transit shall charge for services and the CITY agrees to compensate STAR Transit for services based on the following:
- A. Bus service providing a total of one hundred and sixteen (116) hours of in-service time, including pre- and post- trip time, on average each operating day, as provided in Exhibit A-1, attached to and made a part of this Agreement.
 - B. For Fiscal Year 2019 – 2020, the weekday hourly cost payable by the CITY shall be \$49.95 and the weekend hourly cost shall be \$57.95. For future Fiscal Years, the average hourly weekday and weekend costs shall be charged at the current STAR Transit Public Transit Hourly Rate. The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming Fiscal Year operating cost schedule no later than May 1st of each year and utilize that hourly rate to adjust amounts payable by the CITY.
 - C. If STAR Transit utilizes CITY fueling facilities, CITY shall receive fuel savings credits annually as provided for in Exhibit A.
 - D. STAR Transit shall invoice, and the CITY agrees to pay, based on the up-to-date monthly calculation as described herein.
 - E. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.”

2. All other terms, provisions, conditions, and obligations of the Agreement between CITY and STAR Transit shall remain in full force and effect, and said Agreement and this Supplemental Agreement No. 1 shall be construed together as a single contractual agreement.

EXECUTED this the 16th day of September 2019, by CITY, signing by and through its City Manager, and by STAR Transit acting through its duly authorized officials.

CITY OF MESQUITE

STAR TRANSIT

By: _____
Cliff Keheley, City Manager

By: _____
Thomas Henricks, Executive Director

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
Assistant City Attorney