

STATE OF TEXAS §
§ **FOURTH AMENDMENT TO INTERLOCAL**
§ **COOPERATION AGREEMENT**
COUNTY OF COLLIN §

This Fourth Amendment to Interlocal Cooperation Agreement is made and entered into by and between City of McKinney, Texas (“McKinney”) and Denton County Transportation Authority (“DCTA”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective on June 1, 2017 (the “Agreement”); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties entered into the Third Amendment to the Agreement dated May 05, 2020; and

WHEREAS, the Parties desire to enter into this Fourth Amendment to the Agreement to extend the Term of the Agreement for one hundred and fifty (150) days through December 31, 2020, and

WHEREAS, the Parties are authorized to enter into this Fourth Amendment to the Agreement pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and McKinney are units of local government that have the statutory authority under the Act to perform the services set forth in the Agreement and this Fourth Amendment; and

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, McKinney is authorized to enter into this Agreement with DCTA to provide the requested transit services; and

WHEREAS, each Party will make any required payments for services from current revenues available to such Party; and

WHEREAS, the Parties agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Article II, **Term**, is hereby amended to read as follows:

“2.1 The Term of the Agreement shall be extended through December 31, 2020, unless sooner terminated as provided herein.”

2. That Exhibit A, **Scope of Services for Transit Services, Scope of Services, Taxi Services**, is hereby amended as follows:

Subsection beginning with “Debit Card Issue/Reloading.” is deleted in its entirety and replaced with the following section:

“Taxi Fares. The Parties acknowledge and agree that McKinney has the authority to establish fare formulas and/or rates based upon vehicle, origin, and destination, as determined by the McKinney Urban Transit District (“MUTD”). Such formulas and/or rates shall be subject to change by MUTD during the term of this Agreement . Any such changes shall become effective upon adoption by MUTD unless otherwise stated. McKinney and DCTA agree to work together to ensure that all such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

The following subsection is added to the end of the section entitled: **Scope of Services for Transit Services, Scope of Services, Taxi Services**:

“Operational Service Model. The Parties acknowledge and understand that McKinney has the authority to revise taxi operational service requirements within the City of McKinney, as determined by the MUTD and/or the McKinney City Council. Such operational service requirements are subject to change by MUTD and/or the McKinney City Council. Any such changes shall become effective upon adoption by MUTD and/or the City Council. McKinney and DCTA agree to work together to ensure that any such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

3. That Paragraph 4.1 of Article IV, entitled “**Compensation and Fees**” is hereby amended to read as follows:

“4.1 DCTA shall be compensated as set forth in its Administrative Fee Policy, attached hereto as Exhibit A.

4. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this Fourth Amendment to the Agreement are inconsistent with the Agreement or First, Second, or Third Amendments, the terms and conditions contained in the Fourth Amendment will be controlling.

EXECUTED this _____ day of _____, 2020.

City of McKinney, Texas

By: _____
Paul Grimes, City Manager

Approved as to form:

By: _____
Mark S. Houser, City Attorney

EXECUTED this _____ day of _____, 2020.

By: _____
Name: _____
Title: _____