

## **SECOND AMENDMENT AND EXERCISE OF SECOND OPTION TERM RENEWAL OF INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE**

This Second Amendment and Exercise of Second Option Term (this "Second GoPass ILA Amendment") of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "GoPass ILA") as amended by and through the First Amendment and Second Amendment and Exercise of Second Option Term of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "First GoPass ILA Amendment"), which GoPass ILA and First GoPass ILA Amendment are hereinafter referred to collectively as the "Agreement," between the City of McKinney, Texas, a Texas home-rule municipal corporation, ("McKinney"), located at 222 North Tennessee Street, TX 75069, Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, TX 75202, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation ("LGC"), (each referred to as a "Party" and collectively as the "Parties"). The Agreement as amended by this Second GoPass ILA Amendment governs McKinney's Use (defined below), on behalf of MUTD, of a certain mobile ticketing application, generally referred to as "GoPass®," limited as set forth herein.

**WHEREAS**, McKinney Urban Transit District ("MUTD") is an urban transit district formed under Texas Transportation Code Chapter 458 in June 2016 that receives federal, state, and local funds for public transit operations ("System") in the McKinney Urbanized Area ("MUA") which MUA includes the cities of McKinney, Celina, Princeton, Prosper, Melissa, and Lowry Crossing; and

**WHEREAS**, MUTD entered into an agreement with McKinney under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code, designating McKinney as its direct grant administrator and authorizing McKinney to pursue, apply, and receive any federal and state grants on behalf of the MUTD (the "ILA"); and

**WHEREAS**, MUTD also granted to McKinney by and through said ILA all powers necessary to administer the System on behalf of MUTD including, but not limited to, the power to contract, to acquire and own real and personal property, and to accept and expend grant funds from governmental entities, federal and state agencies, and individuals; and

**WHEREAS**, MUTD also granted to McKinney by and through said ILA the obligation to contract with a transportation provider ("Provider") on behalf of MUTD to provide "Transit Services" (defined below) within the MUA; and

**WHEREAS**, McKinney acting for and on behalf of MUTD, and Dallas Area Rapid Transit, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation entered into an Interlocal Cooperation Agreement dated November 15, 2021, to provide microtransit service in the MUA (hereinafter referred to as the "MUTD ILA"); and

**WHEREAS**, the Parties also entered into the GoPass ILA effective January 1, 2022, to allow McKinney to access and utilize the System to facilitate the provision of microtransit service under the MUTD ILA; and

**WHEREAS**, the Parties recently agreed to extend the MUTD ILA for its second option term effective January 1, 2026; and

**WHEREAS**, McKinney desires, under the terms of the GoPass ILA as amended by this Second GoPass ILA Amendment, to continue to access and utilize the System for and on behalf of MUTD; and

**WHEREAS**, LGC was organized for the purpose of acting on behalf of Dallas Area Rapid Transit ("DART") in the performance of its governmental functions of providing a public transportation system by contracting to provide public transportation services outside the DART Service Area; and

**WHEREAS**, DART, McKinney, and LGC are authorized to enter into this Second GoPass ILA Amendment pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, the Parties desire to amend the GoPass ILA and to exercise the second of the two successive one-year option terms in conjunction with the foregoing Recitals.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Amending Article 5 of the Agreement. The Agreement is hereby amended by amending Article 5 entitled "Payment of Services" (as set out in the First GoPass ILA Amendment) to read as follows for the purposes of this Second GoPass ILA Amendment:

PAYMENT OF SERVICES. In accordance with "Exhibit A: Pricing & Feature Scope," DART will invoice the LGC in full the One-Time Fees on January 1, 2026. Concurrently the LGC will invoice McKinney in full for the One-Time Fees on February 1, 2026. All parties will pay the invoice per Article 4 Invoices clause.

2. Exhibit A, "Pricing & Feature Scope." Exhibit A entitled "Pricing & Feature Scope" attached to the First GoPass ILA Amendment is hereby amended and replaced for all purposes under the Agreement as amended by this Second GoPass ILA Amendment with the Exhibit A, entitled "Pricing & Feature Scope" attached to this Second GoPass ILA Amendment.
3. Token Sharing Agreement. The "McKinney Token Sharing Agreement" attached as Exhibit B to the First GoPass ILA Amendment shall remain in full force and effect throughout the duration of this Second GoPass ILA Amendment.
4. Service Level Agreement. The "Service Level Agreement" attached as Exhibit C to the First GoPass ILA Amendment shall remain in full force and effect throughout the duration of this Second GoPass ILA Amendment.
5. Renewal Term. The Parties hereby mutually agree to renew the Agreement for the second of two (2) additional successive one (1) year terms.

6. Effect of Second GoPass ILA Amendment. Except as expressly provided herein, all other provisions of the Agreement and exhibits attached thereto now in effect are incorporated into this Second GoPass ILA Amendment, remain unchanged, shall remain in full force and effect, and are hereby ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.
7. Capitalized Terms. Capitalized terms used in this Second GoPass ILA Amendment and not otherwise defined herein have the meanings assigned to them in the Agreement.
8. Entire Agreement. This Second GoPass ILA Amendment together with the provisions of the Agreement that are incorporated herein by reference represent the entire agreement between the Parties concerning the subject matter of the Agreement as amended by this Second GoPass ILA Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
9. Effective Date. This Second GoPass ILA Amendment will be effective on January 1, 2026, thereby recognizing McKinney's exercise of the second of its two successive one-year option terms accepted by LGC in accordance with the Agreement.
10. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
11. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.
12. Counterparts: Electronic Signatures. This Second GoPass ILA Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Second GoPass ILA Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Second GoPass ILA Amendment. Electronic copies of this Second GoPass ILA Amendment and signatures thereon will have the same force, effect, and legal status as originals.

**IN WITNESS WHEREOF**, this Second GoPass ILA Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive Officer

Date: \_\_\_\_\_

*[Signatures continue on following page.]*

**Dallas Area Rapid Transit Mobility  
Service, Local Government Corporation**

By: \_\_\_\_\_  
Robert W. Smith  
President

Date: \_\_\_\_\_

**City of McKinney, Texas**

By: \_\_\_\_\_  
Paul G. Grimes  
City Manager

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Empress Drane, TRMC  
City Secretary  
Tenitrus Bethel Parchman, TRMC  
Deputy City Secretary

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Mark S. Houser  
City Attorney

## **Exhibit A Pricing & Feature Scope**

### **Feature Scope: *GoPass App Delivery***

**Overview:** Continuation of MUTD instance within the GoPass branded application and includes all key features of the nature GoPass application.

### **Feature Deliver**

**Invoicing Schedule:** 100% invoiced at commencement of option term renewal

**Licensing Fee for Option Year (Annual Fee):** \$27,000

**Program Management Fee:** \$27,000

**Service Level Agreement (SLA) Fee:** \$6,000

**Annual Total:** \$60,000

### **Additional Work Fees**

Additional development may be obtained with DART's written agreement at the rates set forth below. These rates are subject to an annual rate escalation of 3% per annum from date of execution of the ILA and each yearly anniversary date thereafter. DART may adjust these rates more frequently, and if so, DART will provide at least sixty days written notice of such change.

**Hourly Development rate    \$200 / hr.**

Additional work includes services such as, by example and not limitation: testing, program management, training development, project management field technician services, software and system engineering, additional technical support inquiries and project engineering.