

Meals on wheels

**INTERAGENCY COORDINATION AGREEMENT  
BETWEEN  
COLLIN COUNTY COMMITTEE ON AGING, INC.  
AND  
TEXOMA AREA PARATRANSIT-SYSTEM, INC.  
FOR  
TRANSIT SERVICES TO/FROM THE MCKINNEY, TEXAS  
SENIOR RECREATION CENTER**

Collin County Committee on Aging, Inc. ("CCCOA"), a tax-exempt nonprofit corporation and political subdivision of the State of Texas, and Texoma Area Paratransit-System, Inc. ("TAPS"), a Texas rural transit district and political subdivision of the State of Texas, hereby enter into this Interagency Coordination Agreement ("Agreement") for the provision of transit services, to and from the City of McKinney, Texas' Senior Recreation Center; to senior citizens who reside within Collin County, Texas and are eligible to receive and utilize such services. CCCOA and TAPS may be referred jointly herein as the "Parties," and individually as a "Party."

**WHEREAS**, CCCOA provides nutrition and senior services for senior citizens (persons age 60 and older) who reside within Collin County, Texas; and

**WHEREAS**, TAPS is a Texas rural transit district that provides transit services in the State of Texas in the counties of Clay, Collin, Cooke, Fannin, Grayson, Montague, and Wise; and

**WHEREAS**, CCCOA seeks to provide transit services for eligible senior citizens who reside within Collin County, Texas; and

**WHEREAS**, CCCOA has requested transit services from TAPS and TAPS agrees to provide the services, by means of this Agreement; and

**WHEREAS**, the Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities, per Section 791.001, *et seq.*, of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will be in their best interests and the interest of the public to cooperate in the provision of transit services as set forth in this Agreement;

**NOW, THEREFORE**, the Parties hereby make and enter into this Agreement for and in consideration of the covenants and agreements set forth herein.

**WITNESSETH:**

**Article I.**

1.1 **Purpose:** Pursuant to Chapter 791, Texas Government Code, CCCOA and TAPS are public entities and enter into the Agreement for the purpose of providing services in which the

entering into this Agreement, the receipt and sufficiency of which is acknowledged.

3.2 Terms of Payment for Services: No later than six (6) business days after the end of each month in which TAPS provides the services described in this Agreement, TAPS shall submit to CCCOA an invoice for services provided. Each invoice shall identify the period for which the payment is being requested and services performed during that period. TAPS shall also include a monthly summary list of all participating riders by name with each invoice. Submission shall occur by or before the close of business on the sixth (6th) business day. At the request of CCCOA, TAPS shall provide CCCOA with all supporting receipts and other documentation in connection with one or more specific invoices.

CCCOA shall pay TAPS within thirty (30) days of receipt of each monthly invoice, unless supporting receipts and other documentation have been requested by CCCOA, in which case CCCOA shall pay the invoice within fifteen (15) days after receiving the supporting receipts and documentation.

#### Article IV.

4.1 Fares: TAPS agrees to set the fares for the transit services it provides pursuant to this Agreement as follows:

- a. Curb-to-Curb Service to/from the City of McKinney, Texas' Senior Recreation Center and within the boundaries of the City of McKinney, Texas - \$2.00/per participating rider (each way); and
- b. Curb-to-Curb Service to/from the City of McKinney, Texas' Senior Recreation Center and within the boundaries of the McKinney, Texas UZA (excluding the City of McKinney, Texas) - \$3.00 (each way).

#### Article V.

5.1 Compliance: CCCOA and TAPS acknowledge that CCCOA will receive funding to effectuate the terms of, and its responsibilities under, this Agreement from the North Central Texas Area Agency on Aging and/or the Texas Department of Aging and Disability Services.

#### Article VI.

6.1 Notice: Unless otherwise instructed in writing by the other party, each Party shall send via certified mail, return receipt requested, all notices and required communications under this Agreement to the address of each party's agent as follows:

Collin County Committee on Aging, Inc.  
Attention: Executive Director  
600 North Tennessee Street  
P.O. Box 396  
McKinney, Texas 75069

use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from TAPS' performance under this Agreement, or caused by any of TAPS' own negligent acts or omissions, or by the negligent acts or omissions of TAPS' respective officers, agents, employees, or other persons for whom TAPS is legally liable, in connection with performing this Agreement.

#### Article IX.

9.1 Entire Agreement: This Agreement embodies the complete agreement of the Parties regarding the services herein, superseding all oral or written previous and contemporaneous agreements between the Parties regarding their responsibilities to each other regarding the services herein. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not relate to or regard the services herein.

9.2 Amendment: The Parties may revise, amend or modify this Agreement only by written amendment signed by both Parties.

9.3 Severability: The provisions in this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### Article X.

10.1 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.


10.2 Place of Performance and Venue: This Agreement is performable in Grayson County, Texas, and Collin County, Texas. Any legal action based on this Agreement shall be brought in either Grayson County, Texas or Collin County, Texas,

10.3 Remedies: No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

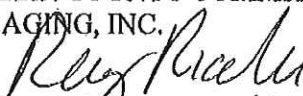
#### Article XI.

11.1 Non-Waiver: One or more instances of forbearance by CCCOA or TAPS in the exercise of its rights herein shall in no way constitute a waiver thereof.


APPROVED AS TO FORM:

By:   
Name: Marzella Lyson  
Title: Director of Senior Services  
Date: 10/1/13

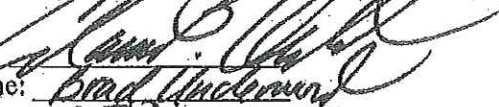
COLLIN COUNTY COMMITTEE  
ON AGING, INC.

By:   
Name: Ray Ricci  
Title: Executive Director  
Date: 10/1/13  
Executed on behalf of Collin County Committee  
on Aging, Inc.

APPROVED AS TO FORM:

By:   
Name: Tom Patton  
Title: CEO  
Date: 10/1/13

TEXOMA AREA PARATRANSIT SYSTEM, INC.

By:   
Name: Brad Underwood  
Title: CEO  
Date: 10/1/13  
Executed on behalf of Texoma Area Paratransit-  
System, Inc.