



MEMORANDUM

TO: Brad Underwood, Chief Executive Officer – Texoma Area
Paratransit System

FROM: Tom Muehlenbeck, Interim City Manager – City of McKinney

RE: Pending Expiration of TAPS Public Transit System Interlocal
Agreement

DATE: 5/22/2015

Mr. Underwood,

The City of McKinney would like to advise TAPS of the pending expiration of the Public Transit Interlocal Agreement between the City of McKinney and TAPS. Currently set to expire on May 31st, 2015, the agreement may be extended on a month-to-month basis on the same terms and conditions as are recited in the original agreement, until such time another agreement is entered into or the agreement is terminated. The City of McKinney looks forward to a dialogue with TAPS regarding this matter in the very near future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tom Muehlenbeck".

Tom Muehlenbeck
Interim City Manager

cc: Mayor Brian Loughmiller
Randy Pogue

MEMORANDUM

TO: Tom Muehlenbeck,
Interim City Manager
City of McKinney

FROM: Brad Underwood,
Chief Executive Officer
Texoma Area Paratransit System

RE: Pending Expiration of TAPS Public
Transit System Interlocal Agreement

DATE: May 22, 2015



Mr. Muehlenbeck,

TAPS Public Transit agrees to extend the Public Transit Interlocal Agreement between TAPS and the City of McKinney to a month-to-month basis on the same terms and conditions as are recited in the original agreement, until such time another agreement is entered into or the agreement is terminated. TAPS looks forward to a dialogue with the city of McKinney regarding this matter in the very near future.

Sincerely,

Brad Underwood
Chief Executive Officer

Cc: Mayor Brian Loughmiller
Randy Pogue

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PUBLIC TRANSIT SYSTEM INTERLOCAL AGREEMENT

1. Parties

This Public Transit System Interlocal Agreement ("Agreement") is made and entered into by and between the Texoma Area Paratransit System, a Texas Department of Transportation (TxDOT) authorized direct recipient of Urbanized Area Formula Program (Federal Transit Administration Section 5307) funding and an urban transit district created under Chapter 458 of the Texas Transportation Code ("TAPS"), and the City of McKinney, Texas, the principal city of the McKinney Urbanized Area (hereafter defined) and a Texas home rule municipal corporation (the "City"), to be effective as of May 7, 2013. This Agreement is authorized and governed by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, specifically Section 791.011 regarding contracts to perform governmental functions and services. As used in this Agreement, the term "McKinney Urbanized Area" ("MUZA") shall mean the geographic area depicted on the map attached hereto as Attachment 1 and made a part hereof.

2. Term

Subject to the City's termination rights described hereinafter, the term of this Agreement will commence June 15, 2013 and will end May 31, 2015. TAPS performance under this Agreement will be contingent upon its continued receipt of state and federal funding to operate the System.

After May 6, 2015, this Agreement may continue in full force and effect on a month-to-month basis, until such time another agreement can be entered into, on the same terms and conditions as are recited herein, only upon the express written mutual agreement of the parties.

3. Transit System Services

TAPS shall plan, operate and maintain a public transit system (the "System") within the MUZA in accordance with this Agreement and all federal requirements applicable to TAPS as a direct recipient of FTA Section 5307 funds and as FTA grantee or sub-grantee of Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA Section 5310) funds. In addition to the requirements and responsibilities identified in FTA Circular 9030.1D, Urbanized Area Formula Program, dated August 27, 2012, TAPS shall be responsible for establishing a program of projects including public participation, programming projects in the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP) and creating a policy for raising fares or implementing major service reduction including public participation. All of the aforementioned programs and projects shall be subject to City and the TAPS Board of Directors review.

The System services shall include, but not be limited to, a fixed route bus service with Americans with Disabilities Act of 1990 ("ADA") paratransit service. In consultation with the City and with its final approval, TAPS shall effectively and efficiently plan public transportation services for the residents of the MUZA. TAPS shall create a Title VI of the Civil Rights Act of 1964 Program, a Disadvantaged Business Enterprise (DBE) Program and a Complementary ADA Paratransit Plan in accordance with all federal requirements applicable to TAPS as a direct recipient of FTA Section 5307 funds and an FTA grantee or sub-grantee of FTA Section 5310 funds.

4. Funding for Services

a. Payments by the City. In addition to the appropriation of FTA Section 5307 funds and the award of state urbanized area funds, the City will pay TAPS an amount equal to \$100,000.00 annually (the "Funds") during the term of this Agreement towards the cost of planning, operating and maintaining the System. Amounts paid by the City in any subsequent years shall be as provided under the terms of such written agreement. The cost of operating the System includes Planning Expenses, Capital Expenses, Operating Expenses and Project Administrative Expenses (eligible expenses) as those terms are described in FTA Circular 9030.1D, Urbanized Area Formula Program, dated August 27, 2012 or successor provision. Payments to TAPS will be made on a monthly basis upon submission by TAPS to the City of an invoice for 1/12th of the funds on or before the 15th day of each month accompanied by a report of the previous month's eligible expenses attributable to the operation and administration of the System to which such payment will be applied.

b. Payments by TAPS. TAPS will reimburse the City for eligible expenses as described in FTA Circular 9030.1D, Urbanized Area Formula Program, dated August 27, 2012, and any successor provision. The City and TAPS will develop a mutually agreeable process for reimbursement, including timing of submissions, required accompanying information and timing of payment.

c. Annual Budget. TAPS, in consultation with designated City staff, will participate in the City's annual budget process.

d. Prompt Payment. In accordance with Chapter 2251, Texas Government Code except as provided in Section 2251.002, payment to TAPS will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed or the date City receives a correct invoice for the goods or services, whichever is later. TAPS may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment became overdue, in accordance with Texas Government Code, Section 2251.025(b).

e. Financial Records. TAPS shall maintain complete and accurate financial records regarding the use of the funds to support urbanized area planning and operations in accordance with FTA Circular 5010.1D, Grant Management Requirements, dated August 27, 2012, and, at the request of the Mayor, City Manager or his designee, shall make the records available for inspection and review during normal business hours on the next business day following such request or at a mutually agreed time.

5. Routes and Schedules

TAPS agrees to continue the operation of CCART's existing routes and schedules until a planning process can be completed to determine what service should be provided within the MUZA, as shown on the fixed routes described on Attachment 1 hereof, and the fixed route schedule described on Attachment 2 hereof. The planning process shall take into account, among other things, the Collin County Needs Assessment conducted by the North Central Texas Council of Governments, and it shall also comply with Federal Transit Administration procedures and guidelines.

TAPS shall coordinate with City staff on the development of any new service options. Before any routes or services which are paid all or in part by the Funds are modified, TAPS shall provide an implementation report describing routes and schedules to the McKinney City Council for its consideration and final approval. The ADA paratransit service shall extend a minimum of three-quarters (3/4) of a mile from the fixed route service.

It is recognized that it is a goal of the City and TAPS to move as many demand response customers as is practicable to fixed route service. TAPS agrees to work to reduce the need for demand service in consultation with the City.

6. Fares and Vehicles

TAPS shall inform the City, in writing, of any changes in fares at least thirty (30) days before such changes are provided to the public. TAPS shall recommend fare increases to the City for consideration.

TAPS shall use vehicles appropriate to the operation of the System. Such vehicles shall be maintained in good working order and in a clean and sanitary condition.

TAPS may use other non-conforming buses or vehicles in operating the System only in a temporary back-up capacity when the primary, conforming vehicles are unavailable due to repair or maintenance requirements.

7. Shelters and Transit Station

TAPS will review the location of the existing passenger shelters when the existing routes and services are reviewed. TAPS may change, add and/or delete bus

stops or shelter locations as necessary to meet route changes and/or service requirements in the operation of the System. The City may, in its sole discretion, assist TAPS in the construction, maintenance or relocation of passenger shelters as needed. If the City incurs any expenses in assisting with such construction, maintenance or relocation, it shall submit an invoice to TAPS itemizing any direct expenses incurred by the City and TAPS shall pay such amounts invoiced within 30 days of the receipt thereof, or, at the option of the City, such amounts may be counted as an "in-kind contribution". TAPS and the City agree that no advertising shall be permitted on bus stop or shelter facilities and improvements. Both the City and TAPS agree signage for public awareness, TAPS logos, schedules etc. are not forms of advertising and shall be incorporated into the bus shelters.

TAPS shall plan, design and submit to the City Council on or before December 1 2014 a proposal to construct a new multimodal transit hub located inside the city of McKinney. TAPS shall present this proposal and make necessary design changes as required by the City Council. Once approved this project will be "shovel ready". TAPS shall continually and diligently seek grants, local investment, or funding opportunities to construct the facility in phases or as a whole. TAPS will obtain final approval by the City Council prior to the construction of the hub or the purchase of land for the use thereof.

The City shall allow TAPS the use of the city owned parking lot located at the corner of highway 75 and 121 referred to as *(1870 Gateway Blvd., McKinney, TX 75069)*. The parking lot has an annual donated in-kind value to TAPS in the amount of \$250,000. TAPS shall utilize this parking lot as a Park and Ride location for but not limited to express service, airport shuttle parking, fixed route, or other transit services. TAPS agrees, at the cost of the program, to maintain landscaping, fixtures, and other items in the original condition. Any improvements made to the lot shall be the property of the city. TAPS agrees to provide for striping and marking of the parking lot at the cost of the program; however, the city may donate and/or choose the desired color of paint. The city agrees that this lot will be marketed as a Park and Ride transit location with brochures, signage and other types of marketing. Should the city wish TAPS to terminate the use of this lot, the city agrees to provide TAPS 30 days' notice in order to secure another location and not disrupt transit services.

8. System and Program Administration.

TAPS is solely responsible for the administration of the System and the Urbanized Area Formula Program for the MUZA, including compliance with FTA Circulars 9030.1D and 5010.1D including Certifications and Assurances, Master Agreement, Transportation Electronic Award and Management (TEAM), Electronic Clearing House Operation (ECHO) and National Transit Database (NTD).

9. Customer Service

a. Customer Service Ride Line. TAPS shall maintain a customer service ride line using local or toll free telephone numbers staffed with one or more live operators during regular hours of service for the receipt of System related inquiries, complaints or other communications. In addition, TAPS will provide for voicemail receipt of after-hours System-related inquiries, complaints or communications. TAPS shall post notice of such telephone numbers in conspicuous locations within its facilities in the City and within any buses operating in the System. TAPS shall respond promptly and courteously to, investigate and, using good faith efforts, attempt to resolve all complaints, inquiries and communications it receives.

b. Complaint Reports. TAPS shall keep a record of the dates and times complaints are received and the dates and times the complaints are resolved by TAPS (or if not resolved, the good faith efforts used to attempt to resolve the complaint) and provide such record to the City Manager on a quarterly basis during the term of the Agreement.

10. Performance Reports

TAPS will submit to the City a report covering TAPS' operation of the System within ten (10) business days of such reports being approved by the TAPS Board of Directors the content and format of which will be determined by the City.

11. Audit

TAPS agrees to maintain accounts and records for all costs of operation of the System separate from all other operations, and TAPS agrees to provide the City with its annual audit of finances, prepared by a certified public accountant, within one hundred twenty (120) days of the end of each fiscal year during the term of this agreement.

12. Waiver of Franchise Fees

The City, as part of its consideration for this Agreement, waives any franchise fees it is authorized to impose upon TAPS for the operation of the System upon the public streets of the City.

13. Insurance

TAPS agrees to maintain in full force and effect all forms of insurance required by applicable local, state and federal regulatory authorities in at least the minimum amounts prescribed by those authorities. TAPS shall furnish written certificates of such coverage to the City annually. The limits of any such insurance shall not limit the obligation of TAPS under Section 15 below.

14. Indemnity

TAPS agrees, to the extent permitted by applicable law, to hold harmless, indemnify, and defend the City, its public officials, and employees from and against all claims for property damage, injuries and death arising out of or connected with TAPS' performance under this Agreement.

15. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas, and mandatory venue for any legal dispute under this Agreement is in the State court in Collin County, Texas having jurisdiction over the dispute.

16. Notices

Notices and approvals under this agreement are to be delivered personally, mailed by certified mail, or transmitted by confirmed facsimile to the recipient at the following addresses:

TAPS:	City of McKinney:
CEO/Executive Director	City Manager
6104 Texoma Parkway	222 N. Tennessee St.
Sherman, TX 75090	McKinney, TX 75070
Fax (903) 893-4766	Fax (972) 547-4656

Each party will notify the other of any changes in this address information.

17. Termination

Either party may declare a default under this Agreement if the other party fails to comply with any of the terms of this Agreement. If one party determines that the other party is in default of this Agreement, the non-defaulting party will notify the defaulting party in writing of such default, and if the default is not cured within 30 days from the date of the notice, then the non-defaulting party may terminate this Agreement upon written notice. Either party may exercise its remedies for default in conjunction with one another or separately, and together with any other statutory or common law remedies available to such party. Any failure by the non-defaulting party to enforce this Agreement with respect to one or more defaults by the defaulting party will not waive the non-defaulting party's ability to enforce the Agreement after that time. By entering into this Agreement City does not waive its sovereign immunity from any suits, claims or liability.

The City and/or TAPS may terminate this Agreement for convenience or any reason, regardless of the existence or non-existence of default by either party, by providing sixty (60) days written notice of termination to TAPS. If the City terminates for

any reason other than a default by TAPS, TAPS shall be entitled to receive payments for expenses reasonably incurred in operating the System and winding down through the termination date stated in the notice.

18. Signage

TAPS shall present any sign package for transit signage for the System for the City's review prior to display. The parties agree that permitting, construction, and maintenance of signage for the System shall be by TAPS.

19. Miscellaneous

a. Compliance with Laws. In carrying out its obligations under this Agreement, TAPS shall comply with all applicable state, federal and local transportation, safety and other laws, rules, regulations.

b. Entire Agreement. This Agreement is the entire agreement of the parties on this subject matter, and may be amended only by a written document executed by the authorized representatives of the parties.

c. Severability. If any part of this Agreement is determined to be invalid by a court or regulatory authority of competent jurisdiction, the rest of the agreement remains in effect unless contrary to the manifest intent of the parties.

d. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. This Agreement expressly acknowledges and agrees that all monies paid pursuant to this Agreement shall be paid from current lawfully appropriated revenues available to the paying party.

EXECUTED to be effective as of the 4 day of June, 2013.

TEXOMA AREA PARATRANSIT SYSTEM


BRAD UNDERWOOD
Chief Executive Officer

CITY OF MCKINNEY


JASON GRAY
City Manager

ATTEST:

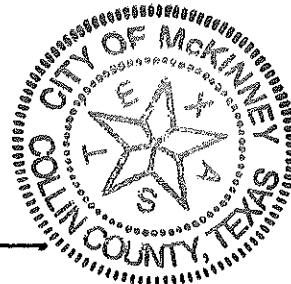
Sandy Hart 6/13/13

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

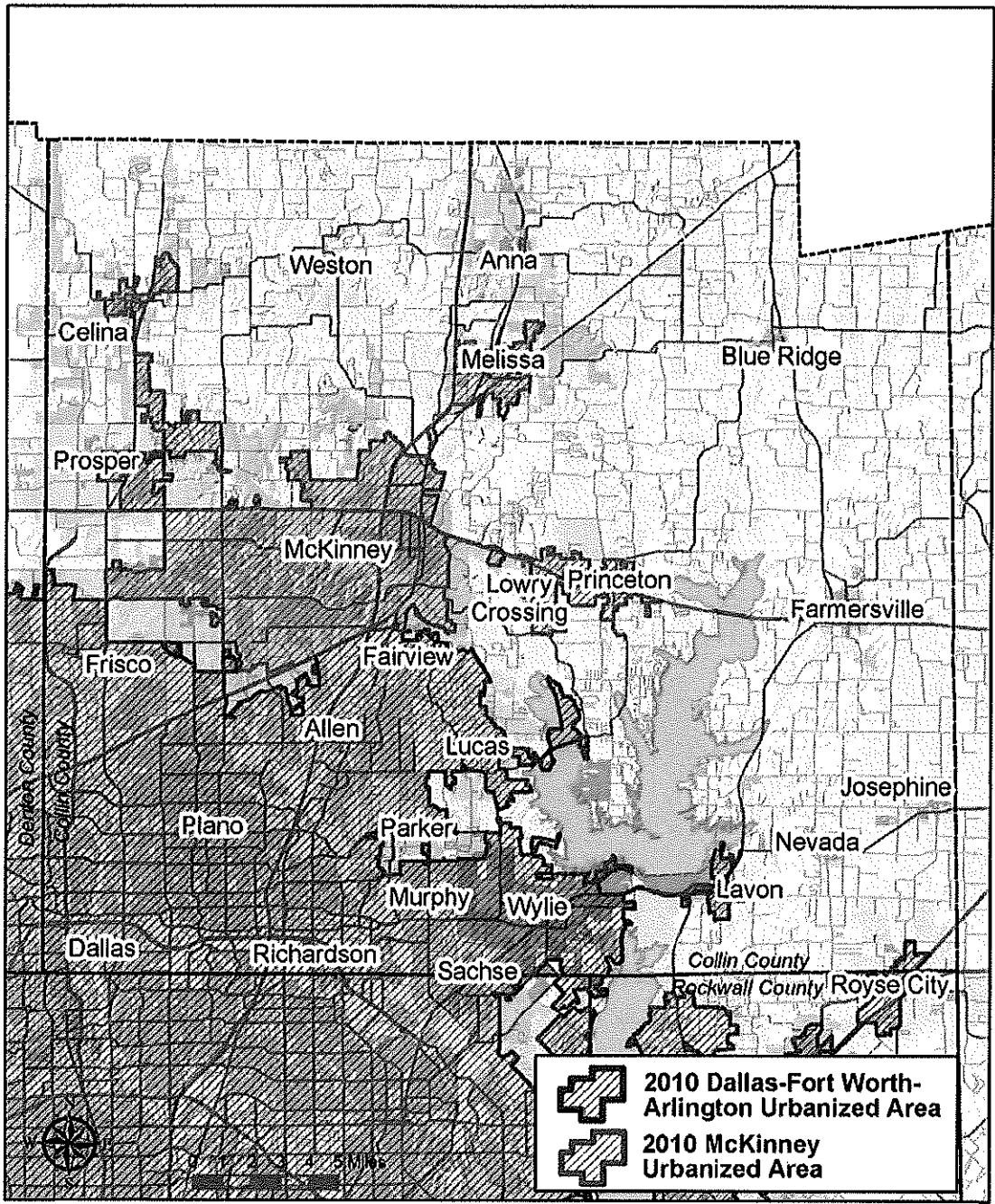
APPROVED AS TO FORM:

[Signature]

MARK S. HOUSER
City Attorney



Attachment 1



Attachment 2

