

STATE OF TEXAS                   §  
   §                   **THIRD AMENDMENT TO INTERLOCAL COOPERATION**  
   §                   **AGREEMENT FOR USE OF THE CITY**  
 COUNTIES OF COLLIN §                   **FIRE TRAINING CENTER**  
 AND DALLAS                   §

This Third Amendment to Interlocal Cooperation Agreement (“Third Amendment”) is entered into by and between the City of Richardson, Texas (the “City”), and Collin County Community College District, a/k/a Collin College (the “District”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the Parties previously entered into that certain agreement entitled “*Interlocal Cooperation Agreement for Use of the City Fire Training Center*” dated June 24, 2014 (the “Original Agreement”), as amended by that certain “*First Amendment to Interlocal Cooperation Agreement for Use of the City Fire Training Center*” dated September 25, 2015 (the “First Amendment”), and as further amended by that certain “*Second Amendment to Interlocal Cooperation Agreement for Use of the City Fire Training Center*” dated October 21, 2016 (the “Second Amendment”)(collectively the “Original Agreement”); and

**WHEREAS**, the Parties desire to amend the Original Agreement, as amended by the First and Second Amendments, as it relates to (i) automatic renewal of the Term of the Agreement; and (ii) dates for use of the Fire Training Center, as set forth herein;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to Article I, Term. That effective on the last date of execution hereof, Article I of the Original Agreement is hereby amended to read as follows:

“The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each, unless either Party provides written notice to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.”

2. Amendment to Section 4.1(a). That effective on the last date of execution hereof, Section 4.1(a) of the Original Agreement is hereby amended to read as follows:

“4.1 Fire Science Training Use.

- (a) The District may use the Fire Training Center for District Fire Academy Classes on dates mutually agreed upon by the Parties.”

3. General Terms and Conditions.

(a) Except as hereby amended, all other provisions of the Original Agreement will remain in full force and effect as originally written, and the Original Agreement is hereby confirmed as to all provisions contained therein. In the event of any conflict between the terms of this Third Amendment and the terms of the Original Agreement, the Third Amendment shall control.

(b) All capitalized terms used in this Third Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Original Agreement.

(c) Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Third Amendment.

(d) This Third Amendment shall become effective on the last date of execution hereof.


*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF RICHARDSON, TEXAS**

By \_\_\_\_\_  
Dan Johnson, City Manager

**APPROVED AS TO FORM:**

By:   
Peter G. Smith, City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COLLIN COUNTY COMMUNITY COLLEGE DISTRICT,  
a/k/a COLLIN COLLEGE**

By: \_\_\_\_\_  
Neil Matkin, Ed. D.  
District President

**ATTEST:**

By: \_\_\_\_\_  
Jim Orr  
Secretary, District Board of Trustees