

## **MASTER INTERLOCAL AGREEMENT**

**THIS MASTER INTERLOCAL AGREEMENT** (Agreement), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the Act), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Collin County Community College District, a public junior college, hereinafter referred to as “Participant” having its principal place of business at 3452 Spur 399, McKinney, Texas 75069.

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this agreement on April 04, 2023 and that it desires to contract with NCTCOG on the terms set forth below.

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

THIS CONTRACT AND AGREEMENT is entered into by and between the governmental agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

### **ARTICLE 2: SCOPE OF SERVICES**

The Participant will develop and deliver to NCTCOG, multiple trainings and exercises for area Fire Departments. These activities will take place at Collin College's Fire Science Department Public Safety Training Center located at 3600 Redbud Blvd, McKinney, Texas.

The Participant will provide:

- The necessary forms and documentation required by the Texas Office of the Governor (OOG) to meet State Homeland Security Program (SHSP) grant requirements such as training submission forms, environmental historical preservation (EHP) forms, or others as deemed necessary.
- Monitoring and tracking of student participation and generate course evaluation forms and course completion certifications for students who successfully complete the course work.
  - Course outline – prior to course
  - Rosters for each day of training – after course completion
  - Course evaluation forms from each student – after course completion
  - Course completion certificates for each student – after course completion
- Certified instructors and all necessary course and exercise materials and supplies.
- Direct instruction to students enrolled in the courses.
- Lumber, course materials, supplies, tools, equipment, and/or utilities needed for the delivery of trainings and exercises.
  - Item descriptions to NCTCOG for Homeland Security Grant eligibility approval at least two weeks prior to purchase.
  - Copy of receipts to NCTCOG for audit records.
- Maintenance of all said equipment, tools, and supplies - until consumed or at end of useful life and make same available for use by regional teams for future trainings and exercises.
- Compliance with OOG equipment inventory and control requirements as applicable for capital and controlled assets; make applicable inventory/records available for audit purposes as requested by NCTCOG, the OOG, or other authorized entity acting on behalf of the Department of Homeland Security, the State of Texas, or the NCTCOG

NCTCOG will provide:

- Guidance on OOG equipment inventory and control requirements as applicable for capital and controlled assets.
- Supply the Participant with necessary forms required by the OOG to meet SHSP grant requirements such as training submission forms, EHP forms, or others as deemed necessary.
- Management of grants for training, invoicing, and reimbursement processes.

### **ARTICLE 3: PAYMENTS**

NCTCOG has been awarded a grant from the State of Texas Office of the Governor, Homeland Security Grants Division for the funding of this training. Services performed shall be billed lump sum upon completion. NCTCOG will remit payment to Collin once all required documentation has been provided and upon receipt of all funds from the OOG once they appear available through the State Comptroller's website. Payment is dependent on approval of the funding request to the OOG. NCTCOG will pay to the Participant the fees outlined in each respective Scope of Services, in a total amount not to exceed \$95,000 (Ninety-Five thousand dollars) for the term of the Agreement, inclusive of any and all optional renewals.

#### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for four (4) successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

#### **ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered, provided Participant accepts those changes.

#### **ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement.

Upon termination, each party is required to perform under this Agreement until all students currently enrolled complete the program unless the parties agree otherwise, in writing.

#### **ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

#### **ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, before resorting to litigation.

#### **ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Collin County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

- e. To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES  
HERETO AS FOLLOWS:**

<b>North Central Texas Council of Governments</b> Emergency Preparedness Department 616 Six Flags Drive, Arlington, Texas 76011	<b>Collin County Community College District</b> 3452 Spur 399, McKinney, Texas 75069
<u>R. Michael Eastland</u> NCTCOG Executive Director or Designee	_____ Name and Title of Authorized Official or Designee
_____ Signature	_____ Signature
_____ Date	_____ Date