

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

This Second Amendment to Interlocal Cooperation Agreement (“Second 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 4, 2014 (the “Original Agreement”), and that certain “First Amendment to Interlocal Cooperation Agreement for Use of the City Fire Training Center” dated September 25, 2015 (the “First Amendment”); and

**WHEREAS**, the Parties desire to amend Section 4.1(a) and 4.2(a) of the Agreement 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 Section 4.1(a). That effective on the last date of execution hereof, Section 4.1(a) of the Agreement is hereby amended to read as follows:

“4.1 Fire Science Training Use.

(a) District may use the Fire Training Center for District Fire Academy Classes Nos. 66 (scheduled for August – December, 2016), 67 (scheduled night classes August, 2016 – May, 2017), and 68 (scheduled for January , 2017 – May 2017, Company Officer and Volunteer Firefighter training for a total of sixty-one (61) times. The actual use of the facility would occur (i) with respect to Class No. 66, on mutually agreed dates during September - December, 2016; (ii) with respect to Class No. 67 on mutually agreed dates during January – May, 2017; and (iii) with respect to Class No. 68, on Mutually agreed dates during March – May 2017; and (iv) with respect to Volunteer and Company Officer on mutually agreed dates during September 2016 – May 2017.”

2. Amendment to Section 4.2(a). That effective on the last date of execution hereof, Section 4.2 of the Agreement is hereby amended to read as follows:

“4.2 Fees.

- (a) District shall pay to the City the fees set forth below for use of the Fire Training Center, including the use of the Fire Training Tower and the Fire Training Center kitchen and dining room. District shall pay the fees on a monthly basis within thirty (30) days after receipt of a City monthly itemized invoice.

<b>Richardson Fire Dept. Facility Use Breakdown.</b>	<b>Travel Frequency Class #66</b>	<b>Travel Frequency Class #67 (evenings/ Saturdays)</b>	<b>Travel Frequency Class #68</b>	<b>Total Fee</b>
4 hr day live fire training sessions (\$800 each @ \$200 per hour)	14	10	14	\$30,400
8 hr day live fire training sessions (\$1,600 each @ \$200 per hour)	4	6	4	\$22,400
<b>TOTAL TRAVEL FREQUENCY</b>	18	16	18	
<b>TOTAL FACILITY RENTAL FEE</b>	\$17,600	\$17,600	\$17,600	<b>\$52,800</b>

Fee includes: propane, artificial smoke and City staff for operating the fire systems”.

3. General Terms and Conditions.

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

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

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

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF RICHARDSON, TEXAS**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

By: \_\_\_\_\_  
H. Neil Matkin  
District President

**ATTEST:**

By: \_\_\_\_\_  
Shirley K. Harmon  
Secretary, District Board of Trustees