

**Funding Agreement
Between
Collin County and Collin College Foundation**

Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY" and Collin College Foundation, a Texas non-profit organization; hereinafter referred to as the "FOUNDATION" enter into this Funding Agreement for the purposes set out herein.

WITNESSETH:

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County; and

WHEREAS, the FOUNDATION is a not-for-profit, IRS approved 501 (c) (3) corporation established in 1987 to provide financially for the education needs of Collin College that cannot be met through state aid or student tuition income; and

WHEREAS, the COUNTY would like to provide funding to paid and volunteer members of the various Fire Departments within Collin County for select courses provided by the Fire Science Program; and

WHEREAS, the FOUNDATION has created the Fire Science Program Excellence Fund to provide tuition assistance to paid and volunteer members of the various Fire Departments within Collin County; and

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree hereto as follows:

I. Consideration

The COUNTY agrees to fund the FOUNDATION a onetime payment in the amount of \$50,000, under the conditions and terms set out herein. The FOUNDATION understands and agrees that payment by the COUNTY to the FOUNDATION shall be made in accordance with the normal and customary processes and business procedures of the COUNTY, and in conformance with applicable state law.

In exchange for said funds provided by the COUNTY, the FOUNDATION will provide tuition assistance to paid and volunteer members of the various Fire Departments within Collin County for select courses provided by the Collin College Fire Science Program through the Fire Science Program Excellence Fund.

II. Audits and Records

The FOUNDATION shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

Further, the FOUNDATION agrees to submit to audits by the County Auditor in accordance with the directions of said official.

III. Miscellaneous

All benefits and services provided by the FOUNDATION and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The FOUNDATION is not given authority by this contract to place the COUNTY under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the COUNTY for the purpose of incurring liability. The FOUNDATION does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the COUNTY.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

The undersigned officers or agents of the COUNTY and the FOUNDATION are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals this, the 10th day of September, 2014.

COLLIN COUNTY

BY: _____
Keith Self, County Judge of Collin County, Texas

COLLIN COLLEGE FOUNDATION

BY: _____
Amy M. Evans

Name: _____
Amy M. Evans

Title: _____
Executive Director