

## 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 duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for benefit of the citizens and residents of Collin County; and

**WHEREAS**, FOUNDATION is a nonprofit, 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 Department within Collin County for select courses provided by the Fire Science; 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 with 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 yearly fee 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 the 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 Department 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.-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 directions of said official.

## **III. Effective Date, Term and Termination**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2020, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement. Either party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination.

If sufficient funds are not appropriated by COUNTY to fund this agreement in any fiscal year an event of no appropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

## **IV. Miscellaneous**

All benefits and service 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 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 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 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 the any necessary resolutions or orders extending said authority having been duly passed and are now in full force and effect.

EXECUTED in duplicate originals this, the 3<sup>rd</sup> day of NOVEMBER, 2020.

**COLLIN COUNTY**

By: \_\_\_\_\_

  
Chris Hill, County Judge of Collin County, Texas

**COLLIN COLLEGE FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President of Advancement